

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MAY 9, 2017 AT 4:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Discuss AGN Upcoming Fireworks Display; and
 - (3) Consider future Agenda items and request reports from City Manager.

REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street United Methodist Church

PROCLAMATIONS: "Older Americans Month"

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

1. **CONSENT AGENDA:**

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

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

A. **Minutes:**

Approval of the City Council minutes of the regular meeting held on May 2, 2017.

B. **Award – Contract to Justice Benefits, Incorporated (JBI) to provide Medicaid Administration Claiming (MAC):**

Justice Benefits, Incorporated (JBI) will provide Medicaid Administration Claiming (MAC) to be paid at 18% of revenue generated under this program. Estimated revenue: \$60,000 annually

This item is for reimbursement activities include Medicaid eligibility determination, Medicaid outreach, referral coordination, transportation and translation, medical related provider relations, program planning development and interagency coordination – many of which are services already provided at Public Health.

REGULAR AGENDA

2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7667:**
This is the first reading of an ordinance changing City Ordinance Section 16-3-131 pertaining to exit and entrance of parking establishments in the Central Business District (CBD) and required signage. The existing ordinance prohibits left turns upon exiting a parking establishment in the CBD, makes no distinction between one-way or two-way street operation, and allows for no exceptions. The ordinance modification will allow for exceptions to the left turn prohibition, particularly in cases where it would make sense from the standpoint of traffic flow and/or circulation.
3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7668:**
This is the first reading of an ordinance changing City Ordinance Article XXI, Section 16-3-1001, Schedule A, One-Way Streets. Currently Southeast 7th Avenue is an eastbound one-way street and Southeast 8th Avenue is a westbound one-way street. Both one-ways are effective from Adams Street to Buchanan Street. The request is to modify two blocks on the east end of the one-way pair. Change to two-way operation will better facilitate traffic movement in this area, particularly for vehicles exiting and entering the new City of Amarillo and Xcel Energy parking garages.
4. **ORDINANCE NO. 7666:**
This is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions for legal nonconforming electronic message centers (EMCs).
5. **RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION STATED:**
This resolution sets the date and time for a public hearing on June 6, 2017, at 5:00 p.m. to determine if the property at 2504 South Roberts Street constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.
6. **RESOLUTION – AUTHORIZING A ONE-YEAR EXTENSION OF THE BANK DEPOSITORY CONTRACT WITH BANK OF AMERICA, N.A.:**
This resolution authorizes the City to extend for one year the Bank Depositor Contract to June 30, 2018. The original contract executed on July 13, 2013 allows for two additional one-year extensions, the first to run from July 1, 2016 through June 30, 2017 and the second to run from July 1, 2017 through June 30, 2018.
7. **AWARD -- HDR COMPREHENSIVE WATER MASTER STUDY:**
HDR Engineering, Inc. -- \$3,393,320.00
This item awards an agreement for professional services for a Comprehensive Water System Master Study for the Carson County Transfer Pipeline condition assessment, water quality sampling and analysis for the Osage Water Treatment Plant and other services to perform further analysis related to the Master Study. This is an update to the 2003 Water Study and Comprehensive Plan.
8. **DISCUSSION AND CONSIDERATION OF A COMMUNICATIONS SYSTEM AGREEMENT - MASTER SITE BETWEEN THE CITY OF AMARILLO AND POTTER COUNTY:**
The Communications System Agreement - Master Site establishes an Agreement between the City of Amarillo and Potter County to provide access to the City of Amarillo's master site in support of Potter County's transition to a NEXGEN Radio Communications System. The City is providing Potter County with access to the system through the master site in return for additional site repeater systems and support of the system's network connectivity. The joint Agreement will provide for seamless interoperable communication system between the City of Amarillo and Potter County, enhancing the safety and coordination of emergency responders.

MISCELLANEOUS

1. Boards and Commission – needed 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 5th day of May 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.



A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 2nd day of May 2017, the Amarillo City Council met at 4:30 p.m. for a work session and then at 5:00 p.m. for the regular session 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:

- | | |
|-----------------|----------------------------------|
| JARED H. MILLER | CITY MANAGER |
| BOB COWELL | DEPUTY CITY MANAGER |
| MICK MCKAMIE | CITY ATTORNEY |
| SCOTT MCDONALD | DIRECTOR COMMUNITY SAFETY & REG. |
| FRANCES HIBBS | CITY SECRETARY |

The invocation was given by Craig Brown. Mayor Harpole led the audience in the Pledge of Allegiance.

Proclamations were presented for "Building Safety Month," "Elder Abuse Awareness Month," "Amarillo Tourism Week," and "National Military Appreciation Month."

PUBLIC COMMENT:

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

Carrie Oliver, P. O. Box 51327, presented photos of vehicle accident scenes. She stated there was a lot of distracted driving on the roadway. She suggested longer time increments for the traffic lights. She further stated uneven road repairs and rippling in the roads needed to be addressed. James Schenck, 6216 Gainsborough Street, stated concerns on the public comment period, and he had several questions on agenda items. Kit Rudd, 6850 Grande Street, stated another homeless person had died this weekend. He further stated his tiny house project has hit a roadblock due to a needed fire hydrant. Mr. Miller stated he would verify the distances, and whether the location was annexed or grandfathered. Councilmember Burkett inquired as to the address (309 Rusk Street), he further asked the City Manager to check on the requirements of a fire hydrant. Councilmember Demerson inquired as to the processes for assessments. Mildred Darton, 2005 Northwest 14th Avenue, thanked the Council for their service. There were no further comments.

ITEM 1: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Burkett to approval of the consent agenda, seconded by Councilmember Nair.

- A. **Minutes:**
Approval of the City Council minutes of the regular meeting held on April 25, 2017.

- B. **Purchase – Mowers, Carts and Various Equipment:**
Award to low bidders meeting specifications below:

Western Equipment, LLC.	
Lines 1, 16 & 17	\$92,205.11
Amarillo Outdoor Power Equipment	
Lines 2 & 3	\$56,120.00

West Texas Golf Cars	
Lines 5 & 6	4,340.00
Professional Turf Products, Inc.	
Lines 7, 8, 9, & 15	\$204,458.91
Green Country Equipment	
Lines 10 & 13	\$68,939.38
Vermeer Equipment of Texas, Inc.	
Line 11	\$40,000.00
C & M Golf and Grounds Equipment	
Lines 4 & 12	<u>\$194,040.00</u>
Total Award	\$690,103.40

This item is for scheduled replacement of mowers, carts and various equipment that have reached or exceeded usable life and additional equipment approved in the 2016-2017 budget.

C. Award – Janitorial Supplies Annual Contract:

Wagner Supply	\$11,284.08
Affiliated Food Service	\$22,900.80
Empire Paper Co.	\$11,100.32
Pyramid School Products	\$1,160.16
LD Supply Co.	\$1,188.96
Miller Paper Co.	\$2,648.16
Mayfield Paper Co,	<u>\$441.12</u>
Total Awarded Amount:	\$50,723.60

This award is to approve an annual contract for the purchase of janitorial supplies for the City of Amarillo.

D. Approval – Interlocal Agreement between the City of Amarillo, Texas and Lake Tanglewood:

This interlocal agreement will provide review and building inspection services to Lake Tanglewood on an as needed basis.

E. Aviation Clear Zone Easement:

Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of City View Estates Unit No. 16, an addition to the City of Amarillo, being an unplatted tract of land in Section 231, Block 2, AB&M Survey, Randall County, Texas.

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.

NON-CONSENT AGENDA

ITEM 2: Mayor Harpole presented a first reading on an ordinance amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions for legal nonconforming electronic message centers (EMCs). Motion was made by Councilmember Demerson, seconded by Councilmember Nair, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7666

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS, AMENDING CHAPTER 4-2, "SIGNS," SECTION 4-2-10 "NON-CONFORMING SIGNS," SUBSECTION B, "OPERATIONAL LIMITATIONS OF NON-CONFORMING ELECTRONIC MESSAGE CENTER SIGNS," TO ALLOW OPERATIONAL COMPONENTS OF AN EXISTING SIGN TO BE UPGRADED WITHOUT LOSING THE SIGN'S NON-CONFORMING STATUS, PROVIDED THE SIZE IS NOT INCREASED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers 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 a resolution setting the date and time for a public

hearing on May 30, 2017, at 5:00 p.m. to determine if the properties at 1200 North Buchanan Street and 858 North Jackson Street constitute public nuisances and thereby declared as dangerous structures and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing. Motion was made that the following captioned resolution be passed by Councilmember Nair, seconded by Councilmember Blake:

RESOLUTION NO. 05-02-17-1
A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

Voting AYE were Mayor Harpole, Councilmembers 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 a resolution considering the possible action on a resolution approving the vacation of a 19 foot public utility easement and drainage easement on the south side of Lot 6, Block 9, in Lonesome Dove Estates Unit No. 3, in Section 111, Block 2, AB&M Survey, Randall County, Texas. This vacation was reviewed and recommended for approval by a 5:0 vote from the Planning and Zoning Commission. (Address: 8400 Captain Woodrow Call Trail.) Motion was made that the following captioned resolution be passed by Councilmember Burkett, seconded by Councilmember Demerson:

RESOLUTION NO. 05-02-17-2
A RESOLUTION BY THE CITY COUNCIL OF AMARILLO, TEXAS VACATING A DRAINAGE EASEMENT AND PUBLIC UTILITY EASEMENT.

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 a resolution approving the Texas Department of Transportation's decision to rename a segment of State Loop 335 (Soncy Road) from SL 335 to FM 2590 and designation of a new future location of SL 335. Terry Nix, TxDot, Amarillo District Planner, stated a minute order was needed designating the renaming of Soncy Road to SL 2590. Motion was made that the following captioned resolution be passed by Councilmember Burkett, seconded by Councilmember Nair:

RESOLUTION NO. 05-02-17-3
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: RECOMMENDING THE TEXAS DEPARTMENT OF TRANSPORTATION DECISION TO RENAME A SEGMENT OF STATE LOOP 335 (SONCY ROAD) FROM SL 335 TO FM 2590 AND DESIGNATION OF A NEW FUTURE LOCATION OF SL 335.

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 a resolution considering a revised resolution based on guidance provided by the Texas Department of Housing and Community Affairs (TDHCA), a previously approved resolution to support the application to TDHCA, Housing Tax Credit (HTC) program by Canyons TC, LLC, a private entity, for rehabilitation of the Canyons at 45 West apartments located at 4101 Southwest 45th Avenue is revised to identify the specific scope of the project. Motion was made that the following captioned resolution be passed by Councilmember Demerson, seconded by Councilmember Nair:

RESOLUTION NO. 05-02-17-4
A RESOLUTION BY THE CITY OF AMARILLO, TEXAS, DECLARING SUPPORT FOR CANYONS TC, LLC A DEVELOPMENT FOR AFFORDABLE RENTAL PROPERTY LOCATED AT 4101 SOUTHWEST 45TH AVENUE; AND PROVIDING FOR 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 presented for approval the Location Incentives Agreement by and between Amarillo Economic Development Corporation and Maxor National Pharmacy Services, LLC. Barry Albrecht, AEDC President, stated Maxor was recently purchased by a private equity fund. This agreement protects 220 jobs, and the possibility of bringing 375 high quality jobs to our community. Steve Smith, Executive Vice President, Maxor, stated they are in the planning stages of bringing robotics and new jobs. Motion was made by Councilmember Nair to approve this agreement, seconded by Councilmember Burkett.

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 8: Mayor Harpole presented a professional services contract for senior citizen programming assessments and senior facility feasibility study per a Memorandum of Understanding with the Amarillo Area Foundation, Baptist Community Services, and the Mary E. Bivins Foundation. This item was presented by Linda Pittner. Motion was made that the agreement be passed by Councilmember Blake, seconded by Councilmember Burkett.

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 9: Mayor Harpole advised appointments are needed to the East Gateway Tax Increment Reinvestment Zone Number Two. Mr. McKarnie described the composition of the board and stated an amendment for the composition will be forthcoming.

Motion was made by Councilmember Nair to appoint Kim May, seconded by Councilmember Blake.

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.

Motion was made by Councilmember Nair to appoint Mercy Murguia, seconded by Councilmember Demerson.

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.

Motion was made by Mayor Harpole to appoint Jeremi Young, seconded by Councilmember Burkett.

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 advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 9, 2017	Council Priority	Best Practices
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Department	Public Health
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Agenda Caption

Award Contract to Justice Benefits, Incorporated
 Justice Benefits, Incorporated (JBI) will provide Medicaid Administration Claiming (MAC) to be paid at 18% of revenue generated under this program.

Estimated revenue: \$60,000 annually

Reimbursement activities include Medicaid eligibility determination, Medicaid outreach, referral coordination, transportation and translation, medical related provider relations, program planning development and interagency coordination – many of which are services already provided at public health.

Agenda Item Summary

JBI will provide MAC to be paid at 18% of revenue generated under this program.

Note: JBI contracts with 13 health departments in Texas for MAC. JBI also contracts with Potter and Randall Counties to provide another type of program called State Criminal Alien Assistance Program (SCAAP).

Requested Action

Award contract to JBI. JBI is the sole source provider of this service. City Legal has reviewed this contract.

Funding Summary

Revenue generating.

Community Engagement Summary

N/A

City Manager Recommendation

Staff recommend award of this contract.

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
City of Amarillo, Texas

This Agreement is entered into by and between City of Amarillo, Texas (hereinafter referred to as the "City") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.

WITNESSETH

WHEREAS, many of the services provided by the City are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the City;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the City to identify such additional Federal and other revenue sources, if any, as may be available to the City through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the City of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the City with submittals, assisting the City should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the City of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the City; but is not obligated to make the City aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the City signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

**ARTICLE II
RESPONSIBILITIES OF THE CITY**

- 2.01 The City agrees to perform the following activities:
- a. Designate a properly authorized City representative to sign each JBI Initiative of which the City approves.
 - b. Designate a contract monitor who shall:
 - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
 - ii. Authorize payment for services rendered based upon properly submitted invoices to the City in accordance with Article V of this agreement (i.e. Compensation).
 - c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

**ARTICLE III
INITIAL TERM AND RENEWAL**

- 3.01 The initial term of this Agreement is four (4) years, commencing with the date of this Agreement (the "Initial or Renewal Term").
- 3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

**ARTICLE IV
CONFIDENTIALITY**

The City and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

**ARTICLE V
COMPENSATION**

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the City that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the City of the reimbursement opportunity, preparing or enhancing the claim, preparing of

submittal packages, preparing audit files, assisting the City with submittals, assisting the City should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Eighteen percent (18%) of all revenue paid to the City (prospectively or retroactively) as described in each of the City signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the City. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

5.02 Unless otherwise agreed or directed by JBI in writing, the City shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas 75019.

5.03 Both parties recognize that delays in payment or reimbursement to the City by the Federal government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the City and an accurate invoice is delivered to the City by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 JBI agrees that in the unlikely event any funds recovered by the City as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the City should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the City, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

5.05 JBI shall have the right to review the City's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the City shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the City is authorized to execute this Agreement as the binding act of the City.

Some programs require a submission with digital signature from an authorized elected official of the City. Contractor will prepare the claim and then provide step-by-step instructions for the authorized City official to complete the online form.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the City desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

- 7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas City, Texas. This Agreement shall be governed by the laws of the State of Texas, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.
- 7.04 **Counterparts.** This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 7.05 **Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the City. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.
- 7.06 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.
- 7.07 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.
- 7.08 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 7.09 **Indemnification.** Contractor agrees to indemnify the City, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the City, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.
- 7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the City. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the City upon twenty (20) days notice.
- 7.11 **Interest.** In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.
- 7.12 **Legal Fees.** In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.
- 7.13 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.
- 7.14 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the City after completing its work on an Initiative.
- 7.15 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.
- 7.16 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 7.17 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 7.18 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the City and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS _____ DAY OF _____, 2017

AGREED:

City of Amarillo, Texas

Signature

Print Name

Title

Address: _____

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

By: _____
April Farmer

Senior Vice President
1711 E. Beltline Road
Coppell, Texas 75019

INITIATIVE: Medicaid Administrative Claiming (MAC)

A) Description of JBI's Contribution:

JBI recognizes that the City of Amarillo, Texas could file Medicaid Administrative Claiming (MAC) claims. MAC seeks reimbursement for activities that improve access to Medicaid coverage or improve the use of Medicaid covered services, per Texas Health and Human Services Commission.

JBI will assist with the Implementation Plan, provide training, be a secondary financial contact, enter financial information into database, and obtain the necessary financial data to successfully prepare MAC claims for the Public Health Department.

B) Claims submitted:

No claims yet submitted by JBI.

C) Total Increased Reimbursements expected:

Unknown until data is collected.

D) Fee Structure:

JBI will be paid its fees per its contract with City of Amarillo, Texas on all amounts generated from this program.

E) Agreed, JBI may proceed with this Initiative:

City of Amarillo, Texas:

Name

Date

Title

Justice Benefits, Inc.:

April Farmer
Senior Vice President

Date

May 2, 2017

Casie Stoughton
Health Director
City of Amarillo Public Health Department
1000 Martin Rd.
Amarillo, Texas 79107

Dear Director Stoughton:

It is the intent of Justice Benefits, Inc. (JBI) to enter into a new "Agreement for Professional Services" with the City of Amarillo Public Health Department to complete claims for Medicaid Administrative Claiming (MAC). We are happy to propose a contract where JBI can prepare your quarterly claims to obtain reimbursements for specific Medicaid activities.

To the best of our knowledge, no other professional services firm is currently working with local health agencies to prepare MAC claims.

Some of JBI's unique services are:

- JBI has a team of highly trained financial analysts with extensive governmental and financial experience working on your claim.
- JBI will accurately compile your MAC claim each year to ensure that each dollar has been maximized.
- JBI's financial staff works to ensure that only allowable costs are tabulated so the agency receives its fair share from the Federal Government.
- JBI verifies all claims through a quality assurance process before the final claim submission.
- JBI will monitor all guidelines and keep the agency updated on any policy changes that may occur.
- In the event the Federal Government does audit the agency, JBI will assist with audit support and provide all proper documentation.
- Any claims compiled by JBI are reviewed by a team of financial experts to ensure they stand up to any audit and are in compliance with HHSC guidelines.

We look forward to beginning a partnership with the City of Amarillo Public Health Department. As always, please feel free to contact me should you have any questions at (972) 406-3728 or at afarmer@jbi-ltd.com.

Sincerely,

April Farmer
Senior Vice President
Justice Benefits, Inc.

Amarillo City Council Agenda Transmittal Memo



2

Meeting Date	May 09, 2017	Council Priority	
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Department	City Secretary
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Agenda Caption

City Ordinance change – Parking Establishments: Central Business District

Agenda Item Summary

This is a change of City Ordinance Section 16-3-131 pertaining to exit and entrance of parking establishments in the Central Business District (CBD) and required signage. The existing ordinance prohibits left turns upon exiting a parking establishment in the CBD, makes no distinction between one-way or two-way street operation, and allows for no exceptions. The ordinance modification will allow for exceptions to the left turn prohibition, particularly in cases where it would make sense from the standpoint of traffic flow and/or circulation.

Requested Action

Requesting Council consider modification of the ordinance regarding signage for entrances/exits to parking establishments to better serve the needs of drivers downtown using existing as well as any future parking facilities.

Funding Summary

N/A

Community Engagement Summary

Public was notified of the proposed changes by posted agenda before the Traffic Advisory Board meeting on Wednesday April 26. The Traffic Advisory Board voted 6-0 to approve the change in the ordinance to allow right turns, left turns, or both for traffic exiting/entering parking facilities.

Staff Recommendation

Establishing turning movements for parking garages should be done based upon traffic flow and circulation and what would work best at each location based upon need. The Traffic Engineering Department is in favor of the change.

City of Amarillo

inter-office memo

TO: Amarillo Traffic Advisory Board
FROM: David Szmagalski, Traffic Operations Technician
DATE: April 12, 2017
SUBJECT: Parking Establishments: Central Business District

The increase of parking establishments in the Central Business District (CBD) has brought to our attention a situation in which parking facilities in the past have been required by City Ordinance to prohibit vehicles from turning left onto streets in the CBD. The intent of the ordinance was to prevent exiting vehicles from making left turns across traffic on two-way streets in particular.

The existing ordinance is a good one in that it prevents turning traffic from attempting to make the hard left to enter the traffic stream in an urban environment where the city blocks tend to be 300 feet in length or shorter. Collisions in such instances lead to severe backup of traffic, multiple traffic collisions and in the worst case, gridlock which can take hours of law enforcement time to correct. However, the ordinance makes no distinction between one-way or two-way street operation and no exceptions.

For this reason, the Traffic Engineering Department recommends that the Traffic Advisory Board recommend to the City Council that they consider modification of Section 16-3-131, Exit and entrance of parking establishment in the Central Business District; required signs. Please see the attached ordinance copy with modification.

ORDINANCE NO. 1667

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE IV, DIVISION 3, SECTION 16-3-131, PERTAINING TO EXIT AND ENTRANCE OF PARKING ESTABLISHMENTS IN CENTRAL BUSINESS DISTRICT AND REQUIRED SIGNS.

WHEREAS, the Amarillo City Council has previously enacted Chapter 16-3, Article IV, Division 3, Section 16-3-131 of the Municipal Code of Ordinances to regulate left turns out of parking establishments in the central business district in the City of Amarillo; and,

WHEREAS, the Amarillo City Council now desires to amend such Ordinance to allow left turns out of parking establishments in the central business district in certain circumstances;

WHEREAS, the Amarillo Traffic Advisory Board has considered this amendment and has recommended it to the Amarillo City Council by a vote of _____;

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

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

SECTION 1: That Chapter 16-3, Article IV, Division 3, Section 16-3-131 is amended to read as follows:

Sec. 16-3-131. Exit and entrance of parking establishments in central business district; required signs.

Each operator, owner or lessee of a parking lot, garage or other establishment where cars are parked or stored, within the Central Business District set out in the preceding section, shall place and maintain in conspicuous view at the entrance and exit appropriate Signs advising the public ~~that a left turn is not permitted~~ whether a left turn or a right turn, or both, is allowed on leaving or entering the parking establishment.

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

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

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

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

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 09, 2017	Council Priority	
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Department	City Secretary
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Agenda Caption

City Ordinance change – One-Way Streets 7th/8th Downtown

Agenda Item Summary

This is a change of City Ordinance Article XXI, Section 16-3-1001, Schedule A One-Way Streets. Currently SE7th Avenue is an eastbound one-way street and SE8th Avenue is a westbound one-way street. Both one-ways are effective from Adams to Buchanan Street. The request is to modify two blocks on the east end of the one-way pair. SE7th operates as a one-way eastbound and SE8th operates as a one-way westbound. Change to two-way operation will better facilitate traffic movement in this area, particularly for vehicles exiting and entering the new City of Amarillo and Excel Energy parking garages.

Requested Action

Requesting Council consider modification of 7th/8th one-way streets to better serve the City of Amarillo's new parking garage on SE7th and the new Excel parking garage on SE8th.

Funding Summary

N/A

Community Engagement Summary

Public was notified of the proposed changes by posted agenda before the Traffic Advisory Board meeting on Wednesday April 26. The Traffic Advisory Board voted 6-0 to approve the one-way to two-way street changes on SE7th/SE8th.

Staff Recommendation

SE7th Avenue will still retain two eastbound lanes and SE8th will retain two westbound lanes on the two blocks to be changed. Two-way street option will facilitate traffic movement and circulation in the vicinity around the parking garages. The Traffic Engineering Department is in favor of the change.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE XXI, SECTION 16-3-1001, SCHEDULE A, TO MODIFY AN EXISTING ONE WAY STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Amarillo Traffic Commission recommends amending the one-way street segments as specified herein; and,

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

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

SECTION 1. Chapter 16-3, Article XXI, Section 16-3-1001 (Schedule A) is hereby amended, in part, to read as follows:

Sec. 16-3-1001. Schedule A, one-way streets, alleys.

This section is Schedule A, and may be cited as such.

Schedule of One-way Streets (alleys)

Location	From	To
<i>{NOTE TO CODIFIER: insert/delete the following text changes into the existing alphabetical list.}</i>		

<i>Eastbound One-way Streets</i>		

S. 7 th Ave.	Adams St.	Buchanan St. <u>Fillmore St.</u>

<i>Westbound One-way Streets</i>		
S. 8 th Ave.	Buchanan St. <u>Fillmore St.</u>	Adams St.

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

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

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

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

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

City of Amarillo

inter-office memo

TO: Amarillo Traffic Advisory Board
FROM: David Szmagalski, Traffic Operations Technician
DATE: April 12, 2017
SUBJECT: One-Way Streets: 7th/8th Downtown

The City of Amarillo's new parking garage on SE7th and the parking garage for the new Xcel Energy Building on SE8th will open soon requiring that the traffic direction of travel on both streets between Fillmore and Buchanan be changed from one-way to two-way operation. This change affects two blocks on the far eastern end of the one-way pair. Currently, SE7th Avenue operates as a one-way eastbound and SE8th is one-way westbound.

To better serve the parking facilities and facilitate traffic movement in the area, the Traffic Engineering Department is in the process of modifying traffic signals and associated traffic signs and markings to allow for two-way traffic. On SE7th, there will be two lanes for eastbound and one lane for westbound. Southeast 8th will have two lanes of travel for westbound and one lane for eastbound operation.

The Traffic Ordinance making these one-way streets legal must also be modified to allow for two-way traffic movement on the two-block portion. The Traffic Engineering Staff recommends that the Traffic Advisory Board forward to the City Council a recommendation to modify Article XXI, Section 16-3-1001 of the Amarillo Municipal Code, Schedule A One-Way Streets as shown below:

Eastbound 1-Way Streets

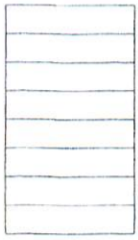
<u>Location</u>	<u>From</u>	<u>To</u>
S. 7 th Ave.	Adams St.	Buchanan St. Fillmore St.

Westbound 1-Way Streets

<u>Location</u>	<u>From</u>	<u>To</u>
S. 8 th Ave.	Buchanan St. Fillmore St.	Adams St.



EXISTING



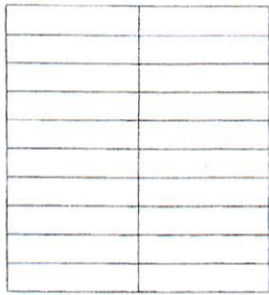
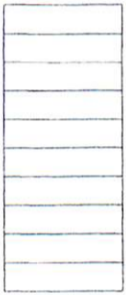
POTTER COUNTY
CLERK OFFICE

POTTER COUNTY
COURTHOUSE

PROPOSED
HOTEL

BUCHANAN

6TH



FILLMORE

POTTER COUNTY
SHERIFF'S OFFICE

PARKING
GARAGE

7TH



TAYLOR

HAPPY STATE
BANK

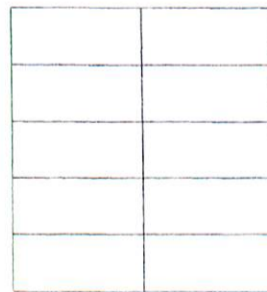
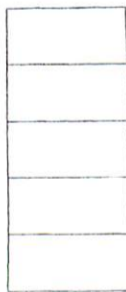


PIERCE

XCEL
ENERGY



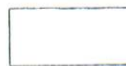
8TH



SIMMS
BUILDING



9TH



TRAFFIC ENGINEERING DEPARTMENT

DRAFTED BY: A. MARTINEZ

DATE: 4-11-17

PROJECT: REQUESTED ONE-WAY TO TWO-WAY STREET

APPROVED BY: B. MUSICK

SCALE: NONE

7TH & 8TH

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

DATE: 4-11-17
SCALE: NONE

PROJECT: REQUESTED ONE-WAY TO TWO-WAY STREET
7TH & 8TH

TRAFFIC ENGINEERING DEPARTMENT



REQUESTED

ONE-WAY TO TWO-WAY
OPERATION



Amarillo City Council Agenda Transmittal Memo



Meeting Date	05/09/17	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

This is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions for legal nonconforming electronic message centers (EMCs).

Agenda Item Summary

Ordinance 7201 was passed in December 2009 and amended the City's sign ordinance. Planning staff last year discussed the issue with numerous business owners, sign companies, and City staff regarding the specific issues with the current process and have had continuing discussion with the City Council, after which research was conducted and summarized for eight cities of comparable size in Texas.

This amendment would essentially allow legal nonconforming electronic message centers (EMCs) to be updated and upgraded, so long as it doesn't increase any dimensions of the sign.

Requested Action

Approval of the proposed amendment.

Funding Summary

N/A

Community Engagement Summary

Public comments on this subject have been solicited and received over the past two years. Staff has solicited comments, specifically on the temporary sign permitting and display regulations, from small businesses, large retail businesses, and sign companies. Planning staff has also solicited comments from Building Safety staff which are responsible for permitting and enforcing temporary sign permits.

Most recently, a subcommittee to examine the temporary sign issue was created at the direction of Mayor Harpole and Councilmember Burkett in July of 2016. The subcommittee met four times (twice in July, once in August), ending with a final meeting in January. The subcommittee specifically discussed various aspects of temporary signs and the permitting process.

The subcommittee included the following members:

- Kenny Bentley and Page Butler, local temporary/portable sign company;
- Jentee Patel, local hotelier;
- Chris Fluhman, local temporary/portable sign company;

Amarillo City Council Agenda Transmittal Memo



-
- Denise Blanchard, AISD;
 - Michael Goff, local sign company;
 - Tony Freeman, local printing company;
 - Mayor Harpole, City Council; and,
 - Councilmember Burkett, City Council.

One focus of discussion was the inadequacy of the current regulations pertaining to feather flag signs. Another major focus of discussion was the confusion created by the current regulations and the minimum standards for both the display of signs and the time between display periods – creating frustration for customers and staff alike. The final focus of discussion was the difficulty of administering the current regulations and the recognition by the subcommittee that any proposed changes would need to be enforceable.

City Manager Recommendation

The subcommittee, by consensus, **recommends approval** of the amendment as presented.

ORDINANCE NO. 7666

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS, AMENDING CHAPTER 4-2, "SIGNS", SECTION 4-2-10 "NON-CONFORMING SIGNS", SUBSECTION B, "OPERATIONAL LIMITATIONS OF NON-CONFORMING ELECTRONIC MESSAGE CENTER SIGNS", TO ALLOW OPERATIONAL COMPONENTS OF AN EXISTING SIGN TO BE UPGRADED WITHOUT LOSING THE SIGN'S NON-CONFORMING STATUS, PROVIDED THE SIZE IS NOT INCREASED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, after an extensive public engagement process, the City's sign ordinance regulating various types of business signs was amended in December 2009 by adopting Ordinance 7201 to address business signs and related issues of efficient communication, public safety, and landscape quality and preservation; and,

WHEREAS, the City Council now finds that certain permitting requirements and the enforcement thereof within the existing sign ordinance's temporary sign regulations are onerous for both City staff and business owners; and,

WHEREAS, the City Council finds that it is in the City's interest to allow EMCs (Electronic Message Centers) that function properly and for which periodic maintenance is allowed on legal nonconforming EMCs; and,

WHEREAS, the City Council gave direction in a work session on April 25th, 2017 to proceed with amending the section on legal nonconforming signage to allow for this; and,

WHEREAS, this ordinance is necessary to promote and protect public health, safety, and welfare;

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

SECTION 1. Chapter 4-2, "Signs", Section 4-2-10 "Non-conforming Signs", Subsection B "Operational limitations of non-conforming electronic message center signs", is hereby amended by restating that Subsection to read as follows:

B. Operational limitations of non-conforming electronic message center signs. Any non-conforming electronic message center sign shall be allowed to remain in the same location as a legal non-conforming sign. Operational components of the electronic portion of said sign may be upgraded but must be brought into compliance as defined in Section 4-2-9 (H). Upgrades shall not include an increase in any of the electronic sign's

dimensions.

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

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

SECTION 4. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 5. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 6. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 2nd day of May, 2017, and PASSED on Second and Final Reading on this the 9th day of May, 2017.

ATTEST:

BY:

Paul Harpole, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

5



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 9, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption

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

This resolution sets the date and time for a public hearing on June 6, 2017, at 5:00 p.m. to determine if the property at 2504 S Roberts Street constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 2504 S Roberts Street which consists of an accessory structure constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such.

Requested Action

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

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- The Amarillo Police Department called the office of Building Safety to report an open structure that has had illegal activity.
- As a result, a Building Safety Inspector inspected, identified the structure and posted the property as unsafe.
- Initiated the Dangerous Structure process.
- This structure, an accessory structure and a cellar are unsecured.
- This property is 1 1/2 blocks from an Elementary School and park.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

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

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1. This Council shall conduct a public hearing on the 6th day of June, 2017 at 5:00 o'clock p.m. in its Council Chambers in the Municipal Building in the City of Amarillo, Potter County, Texas, for the purpose of determining whether the conditions described below are a dangerous structure and/or a public nuisance, and the Interested Persons whose name appear below are hereby summoned to appear before this Council at such time and place and testify as to the issue to be decided.

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

ADDRESS: 2504 S Roberts St

LEGAL: Lot: 3; Block: 96, Glenwood Addition to the City of Amarillo, Potter County, TX;

INTERESTED PERSONS: Sally L Green, 2504 S Roberts St, Amarillo TX 79103-2422

NATURE OF NUISANCE: This property consists of one residential structure, a detached accessory building and an in ground storm cellar. All structures are unsecured, open to the elements, vagrants, vandals and animals. The structures are full of discarded household items. Little effort has been made to abate the hazards. They are considered to be fire, health and safety hazards.

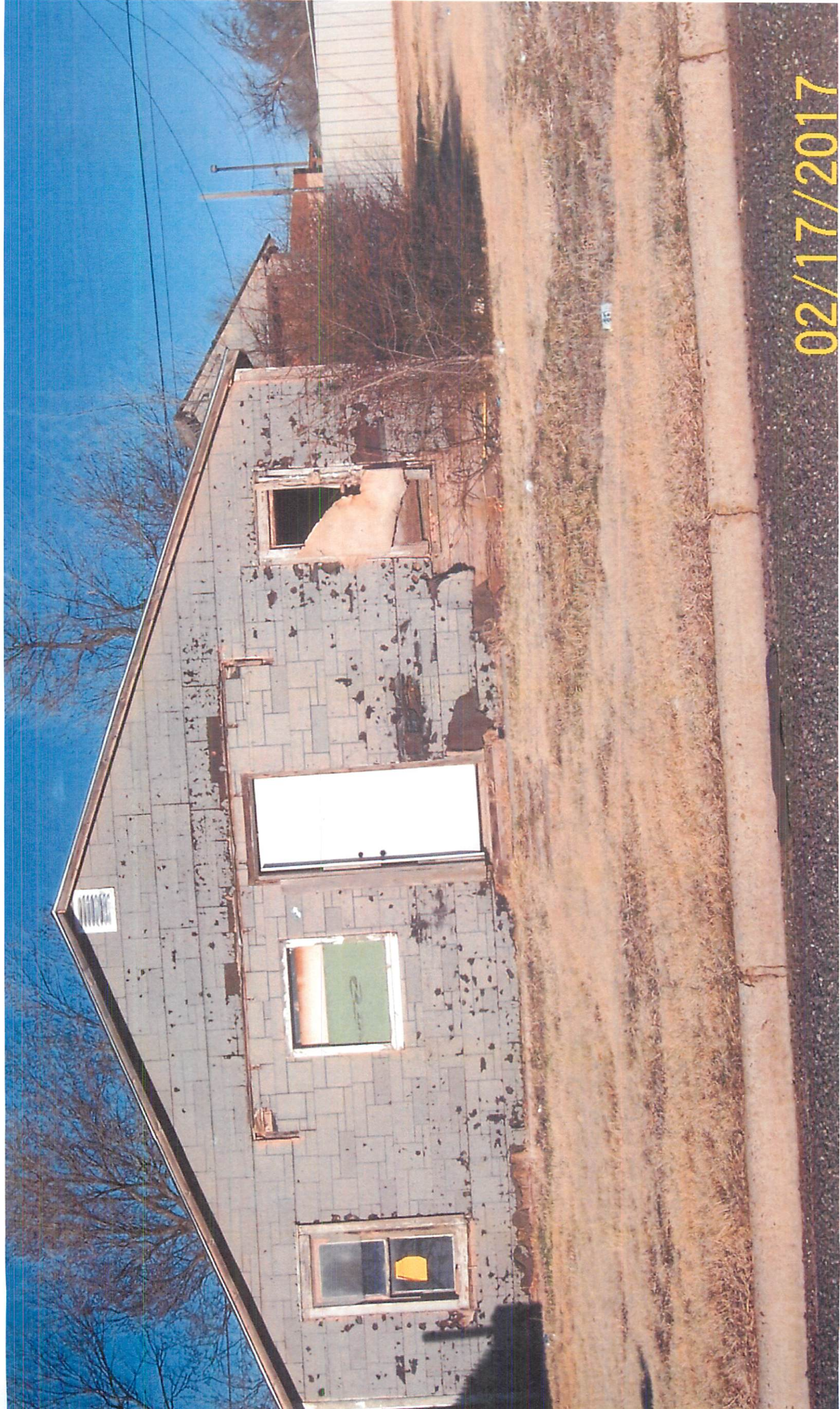
SECTION 2. A copy of this resolution shall be mailed to the Interested Persons of the premises described below at least ten (10) days prior to the date herein set for the public hearing, and notice of said hearing shall be published one (1) time in a newspaper of general circulation in the City of Amarillo,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

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

Paul Harpole, Mayor

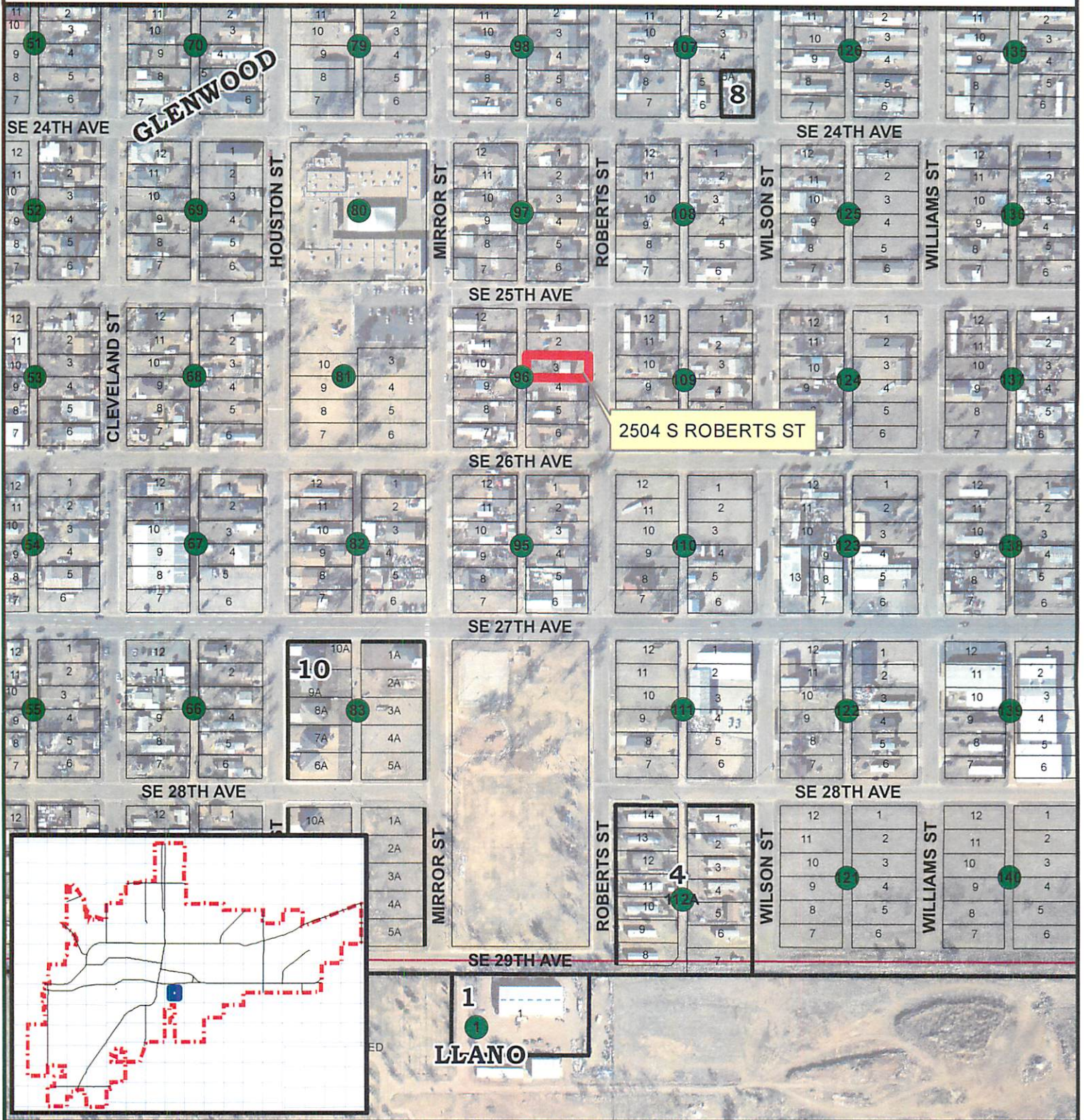
ATTEST:

Frances Hibbs, City Secretary



02/17/2017

DANGEROUS STRUCTURE AT 2504 S ROBERTS ST



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

2504 S Roberts St - Lot 3, Block 96, Glenwood Addition Unit No. 1, Section 154, Block 2, AB&M Survey, Potter County, Texas.

Parcel # 026-0400-3625

Scale: 1" = 300'
Date: 2-20-17
Vicinity: SE 25th Ave & S Roberts St





Amarillo City Council Agenda Transmittal Memo



Meeting Date	5/9/2017	Council Priority	Best Practices Initiative
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Department	Finance
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Agenda Caption

RESOLUTION – AUTHORIZING A ONE-YEAR EXTENSION OF THE BANK DEPOSITORY CONTRACT WITH BANK OF AMERICA, N.A.

Agenda Item Summary

This resolution authorizes the City to extend for one year the Bank Depositor Contract to June 30, 2018. The original contract executed on July 13, 2013 allows for two additional one-year extensions, the first to run from July 1, 2016 through June 30, 2017 and the second to run from July 1, 2017 through June 30, 2018.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

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

Community Engagement Summary

City staff reviewed the extension with the City's Investment Committee. The Investment Committee's recommendation is to approve the one-year extension to the Bank Depository Contract.

City Manager Recommendation

Staff recommends approval of the resolution.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: APPROVING A ONE-YEAR EXTENSION
OF THE BANK DEPOSITORY CONTRACT WITH BANK OF
AMERICA, N.A.; PROVIDING SEVERABILITY CLAUSE;
PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City Council approved the current Bank Depository Contract one-year extension with Bank of America, N.A., effective July 1, 2016, to expire June 30, 2017; and

WHEREAS, the Bank Depository Contract provides for a one-extension upon mutual agreement of the parties; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Amarillo for the Bank Depository Contract with Bank of America, N.A. to be extended for one year to expire June 30, 2018; and

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

SECTION 1. There the current Bank Depository Contract between the City of Amarillo and Bank of America, N.A. is hereby extended for a period of one year, with an expiration date of June 30, 2018.

SECTION 2. The City Manager or designee is authorized to execute documents necessary to effectuate the one-year extension approved herein.

SECTION 3. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this _____ day of _____, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

MEMO



To: Jared Miller, City Manager
From: Laura Storrs, Finance Director LS
Date: May 4, 2017
Subject: Depository Contract One-Year Extension Recommendation

On June 30, 2017, the first one-year extension of the original three-year Bank Depository Contract executed on July 13, 2013 between the City and Bank of America Merrill Lynch (BOA) will expire. The original contract allows for two additional one-year extensions, the first to run from July 1, 2016 through June 30, 2017 and the second to run from July 1, 2017 through June 30, 2018.

The second BOA one-year extension includes no changes to the pricing but an increase of the City's earnings service credit from 0.25% to 0.50% on all demand deposit balances and an increase of the public funds interest checking rate from 0.25% to 0.40% on all interest bearing accounts. With changes in the interest rate environment, the City will continue to use alternative investment opportunities that will result in higher yields.

The Investment Committee has reviewed the one-year extension and recommends that the City enter into the second one-year extension to the BOA Bank Depository Contract. I appreciate your consideration of this request.



May 1, 2017

Ms. Michelle Bonner
Assistant City Manager for Finance
City of Amarillo
509 S.E. Seventh Street
Amarillo, TX 79101

Ms. Laura Storrs
Director of Finance
City of Amarillo
509 S.E. Seventh Street
Amarillo, TX 79101

Dear Ms. Bonner and Ms. Storrs:

Bank of America Merrill Lynch (Bank) is pleased to offer the City of Amarillo (City) a one-year extension of the Bank Depository Contract executed on June 13, 2013 and effective July 1, 2013. The extension period will be effective July 1, 2017 and terminate on June 30, 2018.

The pricing currently in effect will remain in effect during the extension period. The Bank will increase the Earnings Credit Rate to 50 basis points on all demand deposit balances and increase the Public Funds Interest Checking Rate to 40 basis points on all interest bearing accounts. Both of these rates are bank managed rates and could change during the term of the extension based on interest rate movements and market conditions.

The Bank is committed to working with the City to continue to utilize the latest technology and automation in order to streamline your treasury operation and provide the best value for the City. Specific areas to focus on include eliminating redundant reporting mechanisms and focusing on how both checks and currency are currently deposited. In order to increase the utilization of remote deposit services currently used by the City, we will provide additional check scanners at no charge to the City for other departments to take advantage of this cost and time saving technology.

We appreciate the long standing relationship that the Bank has enjoyed with the City and look forward to continuing to provide the latest technology to help manage your treasury function.

Sincerely,

A handwritten signature in black ink, appearing to read "Delwynn Sherrill".

Delwynn Sherrill
Senior Vice President
Bank of America, N.A.

Agreed and accepted this _____ day of _____, 2017.

By: _____

Title: _____

May 1, 2017

Ms. Michelle Bonner
Assistant City Manager for Finance
City of Amarillo
509 S.E. Seventh Street
Amarillo, TX 79101

Ms. Laura Storrs
Director of Finance
City of Amarillo
509 S.E. Seventh Street
Amarillo, TX 79101

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Sincerely,



Delwynn Sherrill
Senior Vice President
Bank of America, N.A.

Agreed and accepted this _____ day of _____, 2017.

By: _____

Title: _____

Amarillo City Council Agenda Transmittal Memo



7

Meeting Date	May 9, 2017	Council Priority	Long-term Plan for Infrastructure Initiative
---------------------	-------------	-------------------------	--

Department	1415 Capital Projects & Development Engineering
-------------------	---

Agenda Caption

Award of contract to HDR Engineering, Inc. to provide Professional Services for RFQ# 06-16: Job# 521645 Comprehensive Water System Master Study \$3,393,320.00

Agenda Item Summary

This agreement is for professional services for a Comprehensive Water System Master Study for the Carson County Transfer Pipeline condition assessment, Water quality sampling and analysis for the Osage Water Treatment Plant and other services to perform further analysis related to the Master Study. This is an update to the 2003 Water Study and Comprehensive Plan.

Requested Action

Consider approval and award of the professional services contract.

Funding Summary

Funding is available in Job# 521645 Water Master Plan Study; with additional funding coming from the following projects. Job # 521753 Carson County Transmission Line; Job# 521907 & 521909 Loop 335 from Bell to Coulter and Job# 523136 Water E&I project.

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval and award of the contract.

Om
4/12/2017

AGREEMENT FOR ENGINEERING SERVICES
PROJECT #521645

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas, hereinafter called "OWNER," and HDR Engineering, Inc. hereinafter referred to as "ENGINEER."

OWNER hereby engages ENGINEER to perform the following services, hereinafter called "PROJECT," to-wit:

COMPREHENSIVE WATER SYSTEM MASTER STUDY

The Scope of Work is set forth in Exhibit A attached to this Agreement and by reference made a part hereof. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between this Agreement and Exhibit "A" this Agreement shall govern.

I

ENGINEER agrees to accept for all Basic Services and OWNER authorized Special Services, as defined in Exhibit A, to be provided under this Agreement a lump sum fee including expenses (reference Expenses Addendum attached hereto and by reference made a part hereof) not to exceed three million three hundred ninety three thousand three hundred twenty Dollars (\$3,393,320). ENGINEER'S fee is based on a lump sum basis as shown in Exhibit "B" attached hereto and by reference made a part hereof. Additional services outside the Scope of Work will require prior written approval by OWNER.

II

ENGINEER is authorized to submit PROJECT progress billings each month for work performed. Such requests for payment shall be in writing and of sufficient detail to fully and completely identify ENGINEER'S work performed to date. In addition OWNER will reimburse ENGINEER monthly for expenses incurred upon receipt of itemized receipts for the expenses. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior written authorization by the OWNER. Payments will be made by OWNER within thirty (30) days of receipt of billing and itemized receipts.

III

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the PROJECT on schedule. OWNER'S representative for purposes of this Agreement shall be the Director of Capital Projects and Development Engineering. ENGINEER will begin work

within five (5) days after receipt of written notification to proceed from OWNER and shall complete all phases of the PROJECT as provided in Exhibit A.

IV

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER and ENGINEER further agrees to enter into any and all necessary documents to effect such assignment to OWNER. It is understood, however, that the ENGINEER does not represent such data to be suitable for reuse on any other project or for any other purpose(s). If OWNER reuses the data without the ENGINEER'S specific written verification or adaptation, such reuse will be at OWNER'S risk without liability to the ENGINEER. ENGINEER is entitled to maintain copies of all products mentioned above that are produced and/or used in the execution of this Agreement.

V

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI

ENGINEER agrees that OWNER or its duly authorized representatives shall, until the expiration of 4 years and 1 day after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records Engineer agrees to maintain for said time period.

VII

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

VIII

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

IX

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

X

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS EMPLOYEES FROM AND AGAINST DAMAGES, CLAIMS, JUDGMENTS, COSTS, REASONABLE ATTORNEY'S FEES, EXPENSES, AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE OF ENGINEER OR ENGINEER'S AGENTS AND EMPLOYEES UNDER THE AGREEMENT. ENGINEER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR ENGINEER'S NEGLIGENCE AND THAT OF ENGINEER'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI

ENGINEER will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. ENGINEER shall require statutory workman's compensation coverage of any subcontractors hired by ENGINEER. In addition, Engineer shall provide Professional Liability Insurance in the amount of one million Dollars (\$1,000,000) per claim. Certificates evidencing the required insurance will be provided to OWNER prior to OWNER'S execution of this Agreement

XII

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

XIII

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven (7) days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work

performed prior to the termination date set forth in the notice. All finished or unfinished documents prepared by ENGINEER will become the OWNER'S property.

XIV

In the event OWNER finds that any drawings, documents, or reports produced by ENGINEER under this Agreement do not conform to the Scope of Work, then ENGINEER will be given ten (10) days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days ENGINEER has failed to make any drawings, documents or reports conform to the specifications, OWNER may terminate this Agreement and will only owe for billings submitted prior to termination and for work accepted by OWNER. All finished or unfinished documents prepared by ENGINEER will become the OWNER'S property.

XV

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

XVI

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

HDR Engineering, Inc.
Attention: Lance Ferland
17111 Preston Road, Suite 300
Dallas, TX 75248-1232
Telephone: (972) 960-4400
Fax: (972) 960-4471
Email: lance.ferland@hdr.com

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

City of Amarillo
Attention: David Mullins
808 S. Buchanan Street, Room 217
Amarillo, TX 79105-1971
Telephone: (806) 378-9306
Fax: (806) 378-3027
E-Mail: david.mullins@amarillo.gov

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

XVII

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

XVIII

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

XIX

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

XX

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

XXI

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. No third party will be a beneficiary under this Agreement.

XXII

Neither OWNER nor ENGINEER will assign or transfer any interest in this Agreement without the prior written consent of the other.

XXIII

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County. OWNER does not arbitrate but may consider mediation of a dispute.

XXIV

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

XXV

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

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

ATTEST:

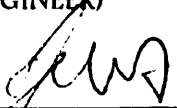
CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

Jared Miller, City Manager

Date: _____

HDR ENGINEERING, INC.
(ENGINEER)



Ramon Miguez, P.E., Vice President

Date: 4 / 11 / 17

CERTIFICATE OF INSURANCE REQUIREMENTS
CITY OF AMARILLO, TEXAS

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

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

NOTE:

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

AUTOMOBILE LIABILITY:

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

NOTE:

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

In the event of any material change, non-renewal, or cancellation of any policy, thirty (30) days actual prior written notice shall be provided to the Contracting Department of the City of Amarillo for such changes or cancellation.

EXPENSES ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement to which this Addendum is attached obligates the City of Amarillo ("CITY") to pay your expenses associated with delivery of services and work product. This Addendum amends the Agreement to state the maximum amounts which CITY will reimburse you for the types of expenses listed. CITY provides quality services on a frugal public budget and we expect the same good stewardship of public funds by professionals with whom CITY contracts.

These expense limitations also apply to consultants, experts, and other third parties whom you may hire. You and others are free to incur any level of cost or luxury desired, but CITY'S obligation to reimburse expenses is capped at the lesser of either actual cost or the maximums stated for each category below. Itemized receipts or accounting are a prerequisite to CITY'S obligation to pay the expenses listed in this Addendum:

Hotel. \$100.00 per night inclusive of taxes. City will not pay for room service, Internet, movies, massages, valet parking, telephone calls (except to City personnel on job-related matters), or other hotel services. (In cities over 200,000 population, the rate = \$125.00/night).

Airfare. City pays only the lowest available fare for economy e-ticket as shown on the airline's website.

Rental car. City will pay the rental and taxes for a compact or mid-size car; no fuel charges, waivers, or insurance fees. A larger vehicle may be authorized for special needs or business necessity.

Meals. Actual costs, up to \$35 per day; no alcohol. Without receipts, the per diem is a flat \$3.00 per meal.

Amenities. You are solely responsible for the cost of snacks, drinks, flowers, alcohol, etc. that are not necessary for conducting City business. This does not cover food and non-alcoholic beverages used during extended conferences, mediation, etc.

Business services. When in Amarillo – You shall use photocopiers, printers, facsimiles, and similar services at CITY'S offices. When outside Amarillo – CITY will pay you the actual cost of such services as evidenced by your receipts.

Surcharge, Overhead, etc. CITY does not pay any percentage as "administrative" overhead or other surcharges on expenses.

Mileage, Tolls and Airport Parking. City will pay mileage to and from the airport to and from your place of business at the rate set by the Internal Revenue Code for business mileage and the actual cost of tolls and airport parking.

Exceptions. You may request an exception by CITY to any of the above limits due to special needs of the case or reasonable accommodation for a disability.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

3/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

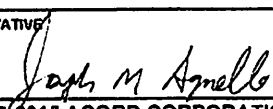
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
INSURED 13160 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE
	ADDRESS:		
INSURER A : Hartford Fire Insurance Company			NAIC # 19682
INSURER B : American Zurich Insurance Company			40142
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES HDRIN01 CERTIFICATE NUMBER: 14572484 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	37CSEQU0950	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2016 6/1/2016 6/1/2016	6/1/2017 6/1/2017 6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0381127	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF AMARILLO PROJECT NO 521645, COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWSMS). CITY OF AMARILLO IS NAMED AS ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER 14572484 CITY OF AMARILLO ATTN: DAVID MULLINS P.O. BOX 1971 808 S. BUCHANAN ST., RM 217 AMARILLO TX 79105	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR, Inc.
Dallas, TX United States

Certificate Number:
2017-180175

Date Filed:
03/20/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Amarillo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

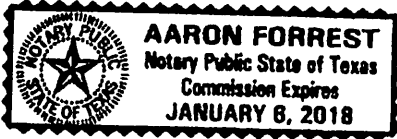
521645
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Little, George	Omaha, NE United States	X	
	HDR, Inc.	Omaha, NE United States	X	
	O'Reilly, Charles	Boston, MA United States	X	
	Felker, Brent	Folsom, CA United States	X	
	Keen, Eric	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



129 66765-3
AFFIX NOTARY STAMP / SEAL ABOVE

[Handwritten Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ramon Miguez, this the 20th day of March, 2017, to certify which, witness my hand and seal of office.

[Handwritten Signature] Aaron Forrest Accounting

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

City of Amarillo

Comprehensive Water System Master Study (CWSMS)

PROJECT NO. 521645

Scope of Work

BACKGROUND

As a major city situated in the High Plains of Texas, a safe and reliable water supply has always been and will continue to be central to Amarillo's viability, economy, and quality of life. Extreme weather patterns over the last decade have forced a recalibration of "normal" and an intensified reliance on groundwater sources. In response to these factors combined with a growing population, economy, and many other competing needs, the City of Amarillo (OWNER) desires to develop and implement its most proactive and comprehensive water system plan in its history to fully integrate supply, transmission, treatment, storage, and distribution while optimizing expenditures, staffing, and management of assets.

The CWSMS is to be an all-encompassing effort and the OWNER's objective is to develop a vision with a roadmap for the future. This will be an adaptable plan and a living document that can be used as the basis for navigating through change with a plan to address known issues, a response to growth, regulatory, and aging infrastructure triggers, and the tools to readily adapt and adjust as necessary.

SCOPE OBJECTIVE

HDR, Inc. (ENGINEER) will provide the OWNER with a CWSMS that will be divided into 10 volumes and will be referred to as the City of Amarillo's Comprehensive Water System Master Study. The volumes will be as follows:

- Volume I – Executive Summary
- Volume II – Future System Capacity Requirements
- Volume III – Water Production
- Volume IV – Water Treatment
- Volume V – Water Transmission & Elevated Storage
- Volume VI – Water Distribution
- Volume VII – Public Outreach / Participation / Involvement
- Volume VIII – Information System Management & Improvement
- Volume IX – Water System Model Update
- Volume X – Capital Improvement Plan, Financial Planning, & Implementation Planning

ASSUMPTIONS

In developing the Scope of Work, ENGINEER has made the following assumptions:

- The primary point of contact will be between the ENGINEER's Project Manager and the OWNER's Project Manager
- Special Services are defined as additional tasks proposed by the ENGINEER that may be warranted for further consideration by the OWNER

Refer to the additional task-specific assumptions in the detailed scope herein.

DETAILED SCOPE

The Scope of Work that follows details the individual tasks and deliverables for the PROJECT.

Basic Services:

1. Project Planning and Administration

ENGINEER will develop Project Management (PM), Quality Control (QC), and Health and Safety (H&S) Plans outlining the project goals and objectives, scope of work, project communications protocol, quality review plan, and H&S guidance for team members. HDR will review the data and the baseline project schedule with the OWNER in Workshop #1, which will be an interactive workshop to confirm goals and drivers, establish keys to project success, and identify critical economic/non-economic factors in shaping the evaluation criteria. ENGINEER will track project progress and develop monthly invoices with project activity reports for submittal to OWNER. Activity reports will document activities completed and planned activities for the following month as well as key decisions and current action items.

Workshop #1 will also include a basis of planning element designed to provide strategic goals and direction for the CWSMS basis of planning. Among the topics to be discussed include: defining the new normal for water demands, distinguishing features of the four future set-points, level of service goals and criteria, hierarchy of data driven decision making, data well needs assessment, and general discussion of CIP prioritization.

Deliverables and Meetings:

- PM, QC, and H&S Plans
- Monthly Invoices with Activity Report
- Workshop #1 – Project Kickoff / Data Collection / Goals and Criteria Setting
- Workshop #1 Agenda and Summary

2. Data Collection and Review

ENGINEER will develop and submit a request to OWNER prior to Workshop #1 to obtain data and information for the entire water system and internal information system management for review. The data and information will supplement ENGINEER's institutional knowledge of the city's management system, GIS, water source, water transmission/distribution, water treatment, overhead storage facilities, infrastructure, and key issues. The level of effort for this task assumes OWNER will collect and assemble the data for delivery to the ENGINEER in electronic format. ENGINEER will review data and information as provided by OWNER. ENGINEER will develop and deliver a Data Collection and Data Gaps Technical Memorandum that will confirm data received and identify any data gaps that may require additional effort to fill those gaps such as water quality sampling, field testing, etc.

ENGINEER will deliver a letter request to the OWNER describing data that will be needed to complete the CWSMS. ENGINEER will also prepare a maintain data collection log that includes data type, date of request, and date of receipt. Data collection is anticipated to include the following and will be provided by the OWNER, if available, unless specifically stated otherwise:

2.1 Demographic and Geographic Data Collection

- 2.1.1 Comprehensive Plan
- 2.1.2 Building Permit History – residential and non-residential for previous ten (10) years.
- 2.1.3 Historical single family and multi-family population and dwelling unit data (10-20 years).
- 2.1.4 City Maps – GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in the NAD 83 State Plane, Central Texas Zone coordinate system. Data should include:
 - Street Maps
 - Existing

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- Master thoroughfare plan
- Existing land use and/or zoning
- Most recent Traffic Analysis Zone (TAZ) data/coverages
- City and county parcel data with living area information
- City limits, ETJ, and CCN maps
- Contour map
- Digital orthophotography map

2.2 Water Specific Data Collection

- 2.2.1 Existing Facilities – This will include the latest data via the existing City of Amarillo water model
- Pipes: location, diameter, length, age material, connectivity to other pipes
 - Ground storage facilities: capacity, diameter, head range, ground elevation
 - Elevated storage facilities: capacity, diameter, head range, ground elevation, overflow elevation
- 2.2.2 Water supply and treatment facilities:
- Total capacity
 - Previous study and basis of design reports
 - Well field capacities and number of wells
 - Wellfield collection piping data
 - Contracts with CRMWA for other supplies
 - Transmission infrastructure owned by OWNER for supply
 - Existing plans for future groundwater and surface water sources/expansions
 - Water quality data
 - Source water quality (groundwater and surface water including raw water storage reservoir)
 - Settled and combined filtered water quality (including individual filter performance)
 - Finished water quality
 - Distribution system water quality
 - Monthly compliance / reporting data
 - Chemical use data
 - As-built drawings
- 2.2.3 Pump stations: total capacity, number of pumps, flow and head range, pump curves, pump impeller elevation, as-built drawings
- 2.2.4 Control valve locations and operation
- 2.2.5 Boundaries: service area and pressure zones
- 2.2.6 Diurnal demand curves

2.3 Water Consumption Records – Ten (10) years

- 2.3.1 Billing records (summary)
- 2.3.2 Account level billing records (2 years)
- 2.3.3 Current and historical number and type of service connections
- 2.3.4 Conservation/demand management programs – ongoing and projected, as well as annual implementation schedule and penetration saturation assessment, if available
- 2.3.5 Water loss records

2.4 Operating Records – Ten (10) years

- 2.4.1 Water production records
- 2.4.2 Pump station flows, pressures, and pump run times
- 2.4.3 Storage level variations
- 2.4.4 Pressure readings throughout system

- 2.4.5 Areas with observed deficiencies, including routine main breaks, loss of disinfection residual, inadequate fire flow, and low pressures

2.5 System Operational Information – Five (5) years (summer and winter settings)

- 2.5.1 Ground tank level settings
- 2.5.2 Elevated tank level settings
- 2.5.3 Pump control settings
- 2.5.4 Control valve settings

2.6 Recent Water System Improvement Projects

2.7 Fire Flow Testing for Model Calibration

- 2.7.1 ENGINEER will perform fire flow testing at a maximum of thirty (30) locations throughout the city with OWNER staff.
- 2.7.2 OWNER will provide input regarding locations for calibration testing, including identifying key areas of the system with operational problems.

2.8 Miscellaneous Management and Financial Information

- 2.8.1 Most recent water and wastewater rate studies, and connection fee studies
- 2.8.2 Applicable ordinances and resolutions related to potable and non-potable water use, emergency demand management, connection requirements, adopted design criteria, etc.
- 2.8.3 Most recent or available information related to an IT master plan or strategic plan
- 2.8.4 Most recent or available asset management program information/approach
- 2.8.5 Most recent or available sustainability program information/approach

Deliverables and Meetings:

- Data and Information Needs Request (submitted prior to Workshop #1)
- Data Log
- Data Collection and Data Gaps Technical Memorandum

3. Volume I – Executive Summary

The objective of Volume I will be to deliver to the OWNER's upper management an overview of the current system components and performance that is sufficient to illustrate future need, set policy, arrange necessary system funding, and manage matching system dynamics to current and future OWNER needs. Volume I will be developed at the end of the CWSMS, and the development will contain one high-level workshop (Workshop #22) to work with management to ensure this document contains the information necessary for easy access to desired information.

Deliverables and Meetings:

- Draft Volume I – Executive Summary
- Workshop #22 – Executive Summary Development Workshop
- Workshop Agenda and Summary
- Final Volume I – Executive Summary

4. Volume II – Future System Capacity Requirements

Volume II will set the stage for the majority of the other volumes of this CWSMS. Specific tasks to be completed for Volume II as follows:

- 4.1 Review historical population trends and formulate population projections based on previous studies, OWNER input, and available data to use as a basis for the CWSMS.

- 4.2 Work with OWNER staff to categorize the four planning steps into implementation phases for consistency with OWNER's CIP planning.
- 4.3 Develop understanding of historical and current water demands.
- 4.4 Structure the forecast such that the results are packaged into four future set-points.
- 4.4.1 5 years after study
 - 4.4.2 10 years after study
 - 4.4.3 20 years after study
 - 4.4.4 30 years after study
- 4.5 Forecast future water demands and where these demands will be realized geospatially for the OWNER's entire ETJ.
- 4.5.1 Review previous studies current and future land use, population, and traffic analysis zones (TAZ), and work closely with OWNER staff to ensure accuracy.
 - 4.5.2 Determine spatial water use based on billing data assuming this data is available and geo-code customer billing/meter data.
 - 4.5.3 Develop high and low demand scenarios.
 - 4.5.4 Compare, contrast, and integrate specific plans of city development projects
 - 4.5.5 Develop smart, applicable spatial coverages
 - 4.5.6 Utilize recent TAZ data to identify potential probable vertical development corridor areas
 - 4.5.7 Incorporate findings of statistically significant variables on demand forecast
 - 4.5.8 Incorporate OWNER's demand management and water conservation programs on future water demands
 - 4.5.9 Consider and incorporate other non-potable sources of supply in potable water demand forecasting
- 4.6 Build defined evaluation processes and triggers to promote ongoing data management and course correction, as applicable.
- 4.7 Define the "new normal" water demands and how to project these values with greater certainty.
- 4.8 Develop projections for pre-established time steps that can adapt to changing conditions to promote a living "basis of planning".
- 4.9 Develop Volume II – Future System Capacity Requirements
- 4.9.1 Prepare draft Volume II
 - 4.9.2 Prepare, conduct, and summarize Workshop #2
 - 4.9.3 Prepare final Volume II

Deliverables and Meetings:

- Draft Volume II – Future System Capacity Requirements
- Workshop #2 – Volume II Review
- Workshop Agenda and Summary
- Final Volume II – Future System Capacity Requirements

5. Volume III – Water Production

Volume III will evaluate and make recommendations on the most efficient method to deliver water to the City of Amarillo's water system based on the capabilities of existing surface water and ground

water sources and of projected future ground water sources. Part of this volume will also be to conduct facility condition assessments of all of the well field pump stations (Carson, Potter, and Palo Duro Well Fields), including tanks, piping, structures, facility security, collection pipelines, and other facility components as to their condition and maintenance difficulties, and then make recommendations for needed improvements. Specific tasks for Volume III are as follows:

- 5.1 Review previous studies and collect data to understand the City's water supply sources' reliability and production capacity. Data collection includes: Wellfield capacities and infrastructure including pump curves and energy usage; contracts with CRMWA for surface water and groundwater supplies; raw water transmission infrastructure including energy usage; source water quality data for all sources; existing plans for future groundwater supplies/wellfield expansions.
- 5.2 Evaluate the 2016 Panhandle Regional Water Plan (Region A) to establish a comparison of Region A data to the OWNER's own understanding of its demands, supplies and projected needs.
- 5.3 Review the OWNER's conservation and drought contingency plans and consider these plans as part of the analysis of the water production system. In collaboration with the OWNER, define the roles conservation and drought contingency actions are expected to play in meeting the OWNER's future water needs.
- 5.4 Conduct an assessment of water production facilities, including tanks, piping, structures, facility security, collection lines, and other facility components as to their condition, maintenance difficulties, criticality, and projected useful life. Make recommendations for improvements. Facilities to be assessed include:
 - 5.4.1 Carson County Well Field and Pump Station
 - 42 wells with total capacity of 37.9 mgd
 - 37 mgd pumping capacity
 - 8 million gallons of ground storage
 - 5.4.2 Potter County Well Field and Pump Station
 - 21 wells with a capacity of 24.8 mgd
 - 20 mgd pumping capacity
 - 6 million gallons of ground storage
 - 5.4.3 Santa Rosa Well Field and Palo Duro Well Field and Pump Station
 - 35 wells with a capacity of 9 mgd – only sustainable for approximately 90 days
 - 13 wells with a capacity of 2.3 mgd pump into Palo Duro pump station and then pump to the 34th Street or Arden Road Pump Stations
 - 22 wells capable of 6.7 mgd pump directly into 34th Street or Arden Road Pump Station
 - Palo Duro Pump Station – 12 mgd pumping capacity
 - Palo Duro Pump Station – 0.5 million gallons of ground storage
 - 5.4.4 Southwest Well Field
 - 26 wells with a capacity of 3.7 mgd
 - Wells pump directly into the Bonham Street Pump Station
- 5.5 Evaluate CRMWA II upsize in diameter participation by OWNER compared to the impacts and cost of installing a new pipeline when the OWNER needs to develop its new supply in Roberts County.
- 5.6 Understand how the OWNER's demands are dispersed throughout the distribution system and how certain sources only serve specific areas of the city and how certain sources

- (CRMWA) must be delivered to the Raw Water Reservoir and ultimately the Osage Water Treatment Plant before being sent to the distribution system to meet local demands.
- 5.7 Utilize the ENGINEER's multi source water supply model concept to develop a model for use in optimizing the OWNER's various water supply sources for supply, economics, and water quality to evaluate and provide an answer to the question "when do I use what source?"
 - 5.8 Coordinate and communicate with the other task/volume leads, distribution system modelers, and source modelers and recommend optimized solutions.
 - 5.9 Produce site specific condition assessment forms.
 - 5.10 Production facility site visits, interviews, and condition assessments.
 - 5.11 Develop Volume III – Water Production
 - 5.11.1 Prepare draft Volume III
 - 5.11.2 Prepare, conduct, and summarize Workshop #3
 - 5.11.3 Prepare final Volume III

Deliverables and Meetings:

- Production Facilities Site Visits, Interviews, and Condition Assessments
- Condition Assessment Forms for Each Facility
- Draft Volume III – Water Production
- Workshop #3 – Volume III Review
- Workshop Agenda and Summary
- Final Volume III – Water Production

6. Volume IV – Water Treatment

The objective of Volume IV is to conduct a facility condition assessment of the 34th Avenue Raw Water Reservoir including liner, inlet and outlet structures, facility security, and other facility components as to their condition, maintenance difficulties, criticality, remaining useful life, and make recommendations for improvements. Similarly, conduct a facility condition assessment of the Osage Water Treatment Plant and make recommendations for necessary improvements to the facilities to address aging facilities, infrastructure, and equipment, to address current codes and regulations, to position for future regulatory drivers, and to address identified treatment challenges and limitations with respect to meeting finished water production and quality objectives. Specific tasks for Volume IV are as follows:

- 6.1 Review water quality data and facility information.
 - 6.1.1 Review historical water quality data, treatment process operational data, and facility design and performance information to:
 - Characterize source water quality
 - Understand water quality variations, trends, extremes
 - Confirm target water quality parameters
 - Document the basis of design for the existing raw water reservoir and treatment processes at the WTP (typical chemical doses, hydraulic loading/surface overflow rates, etc.)
 - Characterize existing treatment process performance

- Highlight current operational strategies and any challenges or nuances experienced in responding to varying source water quality
- Note maintenance challenges and concerns from operations and maintenance staff
- Identify any potential process vulnerabilities
- Identify any data and information gaps and, as a Special Service, develop a water quality sampling and analysis plan and conduct sampling and analysis to further characterize source water quality and treatment process performance
- Develop Technical Memorandum (TM) #1 to summarize data and information reviewed and findings. TM #1 will become a chapter in Volume IV.

6.2 Perform regulatory review and finished water quality goals.

- 6.2.1 Complete a baseline treatment performance characterization and regulatory assessment to identify impacts and considerations for the Osage WTP
- 6.2.2 Confirm with the OWNER finished water quality goals in Workshop #4 - Regulatory Review and Confirm Water Quality Goals
- 6.2.3 Develop TM #2 to summarize the regulatory assessment findings and conclusions and to delineate finished water quality goals in table format. TM #2 will become a chapter in Volume IV.

6.3 Perform facility condition assessments.

- 6.3.1 Assess each treatment asset from the perspective of compliance with current codes, drinking water regulations, criticality, remaining useful life, and safety and security standards, as well as, to meet potential future capacity, process and regulatory changes for the following:
 - Chemical facilities
 - Ozone system
 - Rapid mix
 - Floc-sed basins
 - Filters and gallery
 - Backwash supply tanks
 - Residuals lagoons
 - Clearwells
 - High Service Pump Station
 - Transfer Pump Station
 - Combined High Service and Transfer Pump Station
 - Meters, valves, vaults, internal plant piping
 - Electrical, instrumentation and controls
 - SCADA
 - Security systems
- 6.3.2 Similarly, perform condition assessment of the 34th Avenue Raw Water Reservoir's:
 - Liner
 - Inlet and outlet structures
 - Facility security
 - Maintenance difficulties
- 6.3.3 Develop TM #3 to document condition assessment findings. TM #3 will become a chapter in Volume IV. Condition assessment forms will be included for each asset as an appendix.

6.4 Identify needed modifications and improvements.

- 6.4.1 Based on water quality reviews and condition assessments, identify needed facility and treatment process rehabilitation, modifications and improvements.
- 6.4.2 Identify and evaluate alternatives to address identified needs. For example:
- Assess the condition of the ozone system and identify the cost of needed upgrades.
 - Consider upgrades to maintain the current role of ozone in the treatment process.
 - Consider upgrades to use ozone to achieve disinfection credit and evaluate if ozone can provide any additional benefits in the future. This would include strategies for bromate removal or mitigating formation and understanding the potential need to implement biological filtration.
 - Re-assess treatment process loading rates and treatability implications if the use of ozone is discontinued at the WTP.
 - Since the use of ozone is tied to approval of the hydraulic expansion from 40 to 70 mgd, discontinued use of ozone may require modifications to the existing treatment trains and demonstrated performance to maintain the 70 mgd capacity rating (i.e. constructing additional treatment basins and filters, adding plate settlers to the sedimentation basins to reduce loading rate, or other).
 - Consider the needed capacity of the WTP and whether 70 mgd of capacity is needed in the future based on the outcome of the CWSMS water demand, supply and production analyses.
 - Assess other treatment optimization and/or enhancement strategies, process changes or augmentation, and general improvements based on the outcome of the CWSMS water demand, supply and production analyses. Evaluate the need for continued treatment of surface and groundwater at the WTP and resulting capacity implications.
 - Evaluate alternatives within the concept of overarching water supply and treatment alternatives. Conduct a cost-benefit/risk analysis for each alternative at a conceptual/schematic level (Level 5 AACE cost development).
 - As a Special Service, conduct bench-scale treatability testing to further inform development and evaluation of potential alternatives.
- 6.4.3 Conduct Workshop #5 – Identify & Evaluate Needed Modifications / Improvement Alternatives & Cost with OWNER to confirm recommended improvements and select improvement alternatives based on evaluation criteria set forth in Workshop #1.
- 6.4.4 Develop TM #4 summarizing the alternatives evaluation, alternative selection, and confirmation of the recommended improvements. TM #4 will become a chapter in Volume IV.
- 6.5 Recommend improvement projects and develop cost opinions.
- 6.5.1 Identify capital and operations and maintenance projects and their associated cost opinions.
- 6.5.2 Work with OWNER staff to categorize recommended improvements as “must do” and “just in time” (triggered) improvements.
- 6.5.3 Prioritize projects as “near term” and “long term”.
- 6.5.4 Develop Volume IV (a compilation of previous TMs with a brief executive summary, introductions, and final chapter that provides the recommended projects for incorporation in the CIP.
- 6.5.5 Conduct Workshop #6 with OWNER to review draft Volume IV – Accuracy Check and Concurrence

Deliverables and Meetings:

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- Treatment Facilities Site Visits, Interviews, and Condition Assessments
- TM #1 – Existing Facilities, Source Water and Treatment Characterization
- TM #2 – Regulatory Assessment and Finished Water Quality Goals
- TM #3 – Osage WTP and 34th Avenue Raw Water Reservoir Condition Assessment
- TM #4 – Identified Needs and Improvement Alternatives Evaluation
- Condition Assessment Forms for Each Facility and Treatment Process
- Workshop #4 – Regulatory Review and Confirm Water Quality Goals
- Workshop #5 – Identify & Evaluate Needed Modifications / Improvement Alternatives & Cost
- Draft Volume IV – Water Production
- Workshop #6 – Volume IV Review
- Workshop Agendas and Summaries for Each Workshop
- Final Volume IV – Water Production

7. Volume V – Water Transmission & Elevated Storage

The objective of Volume V is to evaluate the water transfer system and the elevated storage tanks and report on the existing pipeline age/condition, location/routing of needed new pipelines, pipeline refurbishing/replacement needs, and any needed new elevated storage tanks. Additionally, as part of Volume V and as detailed in Section 7.4, ENGINEER will perform an internal and external condition assessment of the OWNER's 20-mile, 45-inch Carson County Wellfield Transfer Pipeline.

The ENGINEER will conduct facility condition assessments of the in-town pump stations including the ground storage tanks, piping, facility security, and other facility components as to their condition, maintenance difficulties, remaining useful life, and make recommendations for improvements. The ENGINEER will also conduct a facility condition assessment of the existing two elevated storage tanks on the Amarillo Technical College campus and determine whether these tanks should be replaced or refurbished based on the potential for industrial growth in the area.

Specific tasks for Volume V are as follows:

- 7.1 Perform condition and needs assessments of OWNER transmission pipelines.
 - 7.1.1 Conduct desktop statistical analysis including break and leak history
 - 7.1.2 Based on the desktop analysis, as a Special Service, findings may escalate strategic assets to more detailed condition assessment that can include:
 - Non-invasive methods such as external acoustic velocity wall thickness measurements, leak-noise correlation, pipe-to-soil potential measurements
 - External direct assessment using magnetic flux, ultrasonic, electromagnetic, visual exams, and/or coupon sampling
 - In-pipe condition assessments such as remote-field electromagnetic scans, remote-field transformer-coupon scans, magnetic flux leakage scans, in-pipe leak detection, and/or in pipe acoustic velocity wall thickness
- 7.2 Perform condition and needs assessments of OWNER ground and elevated storage tanks. Please note that elevated tanks Hillside, Soncy, and Osage have recently had inspections performed, so these three tanks will have condition assessments limited to site visits, security, site grading, and drainage. ENGINEER will not be assessing the interior paint of any of the ground or elevated tanks other than reporting on observations from lifting hatches and looking inside the tanks.
 - 7.2.1 ENGINEER will visit each elevated and ground storage tank and perform inspections of each site, tank structure and its appurtenances and will include assessments of the following:
 - Security items such as fence, gates, and video equipment
 - Telecommunication buildings

- Site grading
- Drainage
- Paving
- Landscape
- Foundation
- Legs, rods, struts, and pedestal
- Level devices
- Tank bowl and walls
- Balcony
- Roof
- Safety railing
- Inlet/outlet piping
- Overflow piping
- SCADA equipment
- Doors (personnel and overhead)
- Tank openings
- Vents
- Ladders
- Platforms
- Walkways
- Lighting
- Cathodic protection

7.3 Perform condition and needs assessments of OWNER water distribution system pump station pumps, structures, electrical, instrumentation systems, valves, and other related appurtenances.

- 7.3.1 Meet with key OWNER staff to identify goals and objectives of facility evaluations and identify key facilities
- 7.3.2 Review GIS database and relevant data for existing facilities
- 7.3.3 Review maintenance and repair history associated with all facilities
- 7.3.4 Prepare and submit draft facility inventory data capture work sheet for approval prior to performing pump station field review services
- 7.3.5 Conduct on-site condition assessment of existing facilities including evaluation of crucial elements that would be applicable to each type of OWNER asset.
- 7.3.6 Complete pump performance tests to examine current flow and head conditions, motor ampere draw, vibration, and pump cavitation. The following performance evaluation data will be provided with this assessment:
 - Estimated electrical costs per year
 - Overall efficiency
 - Pump output flow
 - Total dynamic head
 - Electrical horsepower
 - Water horsepower
 - Motor current consumption
 - Motor power factor
 - Motor voltages
 - Observed discharge flows
 - Real time operating data
 - Surge graphs

7.4 Perform Carson County Wellfield Transfer Pipeline Condition Assessment, which involves a condition assessment of the existing 1955 Carson County 45-inch, 20-mile long AWWA C303 concrete pressure pipe potable water transfer pipeline. This assessment is divided into three separate tasks:

7.4.1 Task 1: Indirect Assessment - Desktop Study

- Facilitate Carson County Condition Assessment Kickoff Meeting
- Review the design, construction, and shop drawings for the pipeline.
- Review all available corrosion related data, pipeline repair and modification information and photos, and other relevant data that the OWNER can provide from the history of the pipeline.
- Identify known foreign utilities and infrastructure that cross the 45-inch pipeline, such as electrical lines, oil and gas lines, and railroad crossings.

7.4.2 Task 2: Indirect Assessment - Field Investigation

- Using the existing pipeline appurtenances, a pipe-to-soil potential (P/S) survey will be conducted to identify locations with baseline voltage potentials that indicate active corrosion. Steel pipe coated/embedded in concrete and having a P/S measurement more electro-negative than - 300 mV are considered to be actively corroding per AWWA M 9, Chapter 12.
- Electromagnetic conductivity survey. This procedure uses a radio frequency transmitter and receiver to inductively measure the conductivity of the soil. The soil conductivity will be surveyed to about 20 feet deep at ten foot intervals, which will provide a continuous profile of soil conductivity (inversely proportional to soil resistivity) of the alignment. The conductivity data will be useful in identifying the areas for further investigation. Field resistivity tests and soil sampling will be conducted in areas of high conductivity. In addition, the conductivity data can be used for cathodic protection design, if needed.
- Soil resistivity testing. Soil resistivity tests will be made along the alignment by the Wenner Four Pin Method. This procedure gives the average resistivity from the surface to a depth equal to the pin spacing. Pin spacing of 2.5, 5, 7.5, 10, and 15 feet will be used so that variations with depth can be evaluated. This testing will be done concurrently with the electromagnetic conductivity survey, and the data will be used to augment and correlate the conductivity data.
- DC Stray Current Investigations. The field team will look for rectifiers and other sources of direct current that might cause stray current corrosion problems and check with Texas pipeline owners for cathodic protection systems listed in the area.
- AC Stray Current Investigations. Perform AC Stray Current site observations and test up to two spans where overhead high voltage lines are in proximity to the new steel pipeline alignment. The collected data will be used to perform an AC Stray Current Analysis.
- Collect Soil Borings. Collect up to 40 soil borings at depths no greater than 20-feet and having a minimum perpendicular offset of 20-feet relative to the pipe centerline. Soil borings will be collected at locations identified by the results of the Emag and Wenner 4-Pin surveys.
- Each boring will have up to two (2) soil samples selected at or near pipe depth sent to a laboratory for corrosivity testing. Each soil sample will be tested for as-received resistivity, saturated resistivity, pH, possible sulfides and oxidation-reduction potential, and perform a chemical analysis for calcium, magnesium, sodium, carbonate, bicarbonate, chloride, sulfate, ammonium, and nitrate.

- Perform close-interval-potential survey (CIPS) on up to 20-miles of the pipeline alignment to locate actively corroding locations (anodic) locations along the pipeline alignment.
- The CIPS surveys have some limitations as this type of test method can be impeded by traffic, pavement, or other surface improvements that limit contact to the soil directly above the pipeline.
- HDR will attend and conduct the following client meetings during Tasks 1 and 2 of the project:
 - Project kickoff meeting and site visit.
 - Review meeting to discuss the results of Tasks 1 and 2 and the recommendations going forward into Task 3.
- OWNER Responsibilities:
 - Provide design and construction documents, corrosion related reports on pipeline or soils, repair/modification information/photos, and other available data for the pipeline as requested.
 - Provide available drawings and information related to foreign utilities and infrastructure that crosses the pipeline.
 - Facilitate coordination of OWNER's field operations staff to assist ENGINEER field work as necessary.
 - Provide access to designated appurtenances required to perform corrosion measurements and testing.
 - Request dig alerts for utility locates and provide traffic control as necessary for corrosion measurements and testing.
 - Meet with ENGINEER at OWNER's facilities.
 - Provide timely review of ENGINEER deliverables.
- Deliverables:
 - Cover memo explaining briefly all the evaluations performed to this point in the project.
 - Any key or important findings to this point in the project based on the listed subtasks.
 - Desktop Study TM summarizing the key findings, and/or any data gaps, in the documentation provided.
 - Field Investigation TM detailing the findings of the overall corrosivity of the alignment, and details pertaining to active corrosion on the pipeline.
 - Recommendations for the locations for the eight (8) excavations.
 - Recommendations for the length of pipe for the manned internal inspection.
 - Appendices including all collected and analyzed field data with accompanying alignment aerials demonstrating the location of all data collected to this point during the project.

7.4.3 Task 3: Direct Assessment - Field Investigation

- Task 3 will entail direct physical assessment of the pipeline in location(s) identified by previous phases. External assessment methods will require exposing the pipeline at specific locations and internal methods will require taking the pipeline out of service for a temporary time period. The results of Tasks 1 and 2 will help define the location(s) of the Task 3 work. All locations selected for excavation and inspection will be subject to review and approval by the OWNER prior to commencing this work detailed below.
- External Excavations
 - The spot excavations of the pipe, removal of the window of mortar coating or dielectric bonded coating, and coating repair will be performed by the

- OWNER. It is anticipated that the excavation will expose approximately sixteen (16) feet of pipe, including a minimum of one pipe joint. Exposing of the pipe shall include the excavation of backfill completely around the circumference of the pipe for a minimum of four (4) feet on either side of the pipe joint, and allow sufficient space (18-inches) so that the outside of the pipe invert can be inspected. Pipe not excavated completely below the invert should be excavated as far down as possible.
- ENGINEER shall perform all testing and sample collection at the excavations to include the following:
 - Physical condition of the pipes shall be recorded to include cracking of the mortar and rust staining. Photographic documentation will be collected. It is estimated that up to a total of eight (8) excavations/external inspections will be conducted.
 - Two (2) Soil samples shall be collected at each excavation. A sample shall be collected of the native soil and a second sample shall be collected of the bedding material. If/where groundwater is present in the excavation, a groundwater sample shall also be collected.
 - At each excavation site, the OWNER will remove an approximate 8-inch square window of mortar at the joint to expose the reinforcing bars and steel cylinder. Two (2) mortar samples will be collected from each excavation site for laboratory testing (pH, chlorides, and sulfates).
 - Ultrasonic Thickness (UT) measurements will be taken on the exposed steel cylinder to determine the remaining steel thickness this location.
 - The pipe shall be tested to determine if there are any delamination along the mortar coating or disbondment of the dielectric coating. Electrical continuity of the bonding cables or steel clips (if present) shall be evaluated.
 - Potential mapping of the exposed pipe surface shall be performed on an approximately 6" x 6" grid pattern to evaluate corrosion activity on the underlying structural steel per ASTM C-876.
 - Internal Pipeline Inspections
 - Based upon the analysis of the information and data collected during this project, up to ten (10) miles of pipeline will be selected for internal inspection. All work will be completed with the assistance of the OWNER's field personnel (minimum 3 staff) who shall be present to provide access to the pipeline, monitor and maintain the ventilation units, and close or restrict access to the pipeline at the end of each working day.
 - The purpose of an internal inspection is to locate areas of distressed pipe. The inspection will provide the following information:
 - Condition of mortar lining and joint grouting.
 - Quality of internal joint protection.
 - Presence of significant circumferential and longitudinal cracking.
 - Identification of rust staining on mortar lining.
 - Indications of mortar delamination.
 - A Carson County Condition Assessment Technical Memorandum of all findings shall be prepared and submitted following completion of the inspection and any necessary testing. Recommendations for corrosion protection of the existing pipelines as well as recommendations and opinions of probable construction costs for rehabilitation and/or replacement will be provided.
 - OWNER Responsibilities:

Excavations:

- OWNER will perform all work related to the preparation of the excavation sites including traffic control as required for access to the pipe for inspection.
- OWNER will provide personnel and equipment for trench and excavation safety during the work performed at each excavation site.

Manned Entry

- Lock out/tag out for the internal inspection will be performed by OWNER and confirmed with ENGINEER field staff prior to manned entry.
- All required ventilation will be provided and operated by the OWNER.
- Dewatering of the pipe shall be performed by the OWNER.
- Approximate internal inspection pipe length is ten (10) miles (52,800 L.F).
- Work will be completed within the number of mobilizations stated herein (2).
- Deliverables:
 - Develop a Condition Assessment Report which will include the following:
 - Summary of all key findings and recommendations based the work performed in Task 1-3.
 - Specific findings and conclusions from the 8 excavations and the internal inspection executed in Task 3.
 - Recommendations regarding the appropriate path forward including cost estimates.
 - Identify if there exists select locations in which additional inspection using one of the available technologies would be cost effective over other recommendations for repair or rehabilitation.
 - Appendix with all data and raw information from prior tasks.
 - Technical Memorandums from Task 1 & 2.
 - Updated alignment aerials demonstrating the location of all data collected, excavation sites, and internal inspection anomalies identified during the project.

7.5 Based on future demand projections and condition assessments, identify and recommend needed improvements to these facilities as well as location and capacity of needed new facilities.

- 7.5.1 Import findings into the OWNER's asset management system, and use the condition assessment data along with the results of the hydraulic model update (Volume IX) to identify any facility deficiencies and provide optimization recommendations.
- 7.5.2 Develop draft Volume V
- 7.5.3 Conduct Workshop #7 with OWNER to review draft Volume V – Review
- 7.5.4 Finalize Volume V

Deliverables and Meetings:

- Water Transmission Site Visits, Interviews, and Condition Assessments
- Condition Assessment Forms for Each Transmission Pipeline, Tank, and Pump Station
- Carson County Condition Assessment Kickoff Meeting
- Carson County Desktop Study TM
- Carson County Field Investigation TM
- Carson County Final Condition Assessment Report
- Draft Volume V – Water Transmission & Elevated Storage
- Workshop #7 – Volume V Review
- Workshop Agenda and Summary

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(972) 960-4400

- Final Volume V – Water Transmission & Elevated Storage

8. Volume VI – Water Distribution

The objective of Volume VI is to evaluate the OWNER's water distribution system. Preparing this volume of the CWSMS requires close coordination with Volume IX – Water System Model Update and will include the following specific tasks:

- 8.1 Review pressure zones throughout the system
 - 8.1.1 Collect data and interview key OWNER staff to evaluate existing pressure zone boundaries
 - 8.1.2 Identify trouble/concern areas such as the River Road, Northwest, and Highland Park areas
 - 8.1.3 Evaluate, identify and recommend improvements to adjust pressure zones and/or add additional pressure zones to alleviate existing problem areas and projected problem areas due to system expansion and growth
- 8.2 Review and provide recommendations for redundancy for critical customers that cannot be left without water service such as hospitals and industries that require uninterrupted water service.
- 8.3 Set triggers for improvements.
 - 8.3.1 Evaluate the distribution system from a regulatory standpoint
 - 8.3.2 Compile information obtained from the condition assessments of the distribution system piping, valves, tanks, and pumping facilities
 - 8.3.3 Identify needed system improvements due to growth projections
 - 8.3.4 Set triggers for improvements based on demand increases (connections/population increases) and/or based on a timeline.
 - 8.3.5 Provide one-page capital improvement project fact sheets for each recommended improvement project that show the information needed to easily determine when a project is needed, project details, easement needs, and estimate cost.
- 8.4 Identify new water supply transfer needs - working together with Volume II – Future System Capacity Requirements, Volume III – Water Production, Volume V – Water Transmission and Elevated Storage, Volume IX – Water System Model Update, and working with key OWNER staff, determine and recommend the most efficient, low-impact, and cost effective ways to transfer new water supply where it is needed based on system requirements and growth projections.
- 8.5 Recommend facility optimizations.
 - 8.5.1 Based on condition assessments in Volume V, carefully review each pump station facility and verify flow, discharge pressure, and energy efficiency to determine its ability to meet the existing and projected future system needs.
 - 8.5.2 Determine requirements for increased capacities and/or efficiencies working closely with the modeling team and the work performed in Volume IX.
- 8.6 Evaluate and recommend distribution system pipeline replacement needs.
 - 8.6.1 Perform statistical analysis on water main breakage history and leakage
 - 8.6.2 Coordinate and review with OWNER staff existing records, GIS data, distribution system pipeline age, and material

- 8.6.3 Based on information reviewed and analysis of the distribution system, recommend a distribution system pipeline replacement program
- 8.7 Identify redundancy and security needs of the distribution system.
- 8.7.1 Review each distribution system facility and pipeline asset
- 8.7.2 Determine each assets criticality
- 8.7.3 Recommend operation/maintenance measures or improvement projects to provide redundant supply and/or upgraded security to help prevent water service interruption and potential for failure of the critical assets
- 8.8 Address Fire Department concerns.
- 8.8.1 ENGINEER will meet with key OWNER staff and the Fire Department to identify existing concerns for public safety and water supply for future growth areas.
- 8.8.2 From the fire flow analysis performed in Volume IX, coordinate with the OWNER and Fire Department to develop recommended improvements for providing adequate water supply and elevated storage to meet regulations and address identified Fire Department requirements
- 8.8.3 Prepare recommendations to improve coordination of fire hydrant status, condition, operational status, and construction activity
- 8.8.4 Coordinate with Volume VIII – Information System Management and Improvement to ensure information and systems are available to OWNER staff and departments so that important assets and their status can be easily viewed
- 8.9 Prepare, conduct and summarize Workshop #8 – Pressure Zone, Critical Customers, Replacement Needs, and Fire Department Concerns.
- 8.10 Develop Volume VI – Water Distribution
- 8.10.1 Develop draft Volume VI
- 8.10.2 Prepare, conduct, and summarize Workshop #9
- 8.10.3 Finalize Volume VI

Deliverables and Meetings:

- Workshop #8 – Pressure Zone, Critical Customers, Replacement Needs, and Fire Department Discussions
- Draft Volume VI – Water Distribution
- Workshop #9 – Volume VI Review
- Workshop Agendas and Summaries for Each Workshop
- Final Volume VI – Water Distribution

9. Volume VII – Public Outreach / Participation / Involvement

The objective of Volume VIII is to recommend community engagement processes and programs for construction projects and system operations with high levels of community contact/involvement for the CWSMS. Specific tasks for Volume VII are as follows:

- 9.1 Recommend community engagement strategies and develop a communications plan
- 9.1.1 Develop and deliver to the OWNER a strategic communications plan that identifies social and political drivers, defines target audiences, presents a schedule of communications, and prescribes appropriate outreach methods.
- 9.1.2 Include a contact and comment management protocol for the communications plan that details the management of and response protocol for public comments.

- 9.2 Engage key OWNER staff and develop strategies to gather information
- 9.2.1 Conduct a Public Outreach Kick-off Workshop #10 with key OWNER staff and appropriate stakeholders to review communications planning history to-date, develop preliminary project branding and primary messages, define target audiences, and generate or refine ideas and concepts for on-going messaging.
 - 9.2.2 Identify with OWNER the stakeholders for recommended improvement projects from the CWSMS.
 - 9.2.3 Develop a community preference survey for use in workshops, the web, and to be shared with the public via water bill inserts, newsletters, a CWSMS web page, and other existing media outlets. The survey will be 10 questions or less and will be translated to Spanish for maximum effectiveness. The survey will help track community concerns over the course of the CWSMS to ensure community concerns are addressed.
- 9.3 Develop strategies for outreach to inform the public
- 9.3.1 ENGINEER's web designers and graphic artists will prepare materials and graphics that the OWNER can add to the OWNER's web site hosted by the OWNER.
 - 9.3.2 ENGINEER will coordinate and work with OWNER to share project-specific content and information requests into water bills mailed and shared online to gather feedback from ratepayers.
 - 9.3.3 Facilitate a traditional open house to be held during the final phase of the CWSMS to present the CWSMS results to the public. High-touch, high-tech survey methods such as iPad survey kiosks will be used at the open house to collect data from the public to gather feedback related to the results of the study.
 - 9.3.4 The following assumptions with regard to the tasks in this Volume VII are:
 - Assume public outreach kickoff and all task force meetings are each 2 hours in length.
 - Assume postcard mailers for public meeting to 500 recipients plus one paid ad.
 - Assume 12 public meeting presentation boards, 200 comment forms, 200 handouts, and 5 sign in sheets.
- 9.4 Develop Volume VII – Public Outreach / Participation / Involvement
- 9.4.1 Develop draft Volume VII
 - 9.4.2 Prepare, conduct, and summarize Workshop #11
 - 9.4.3 Finalize Volume VII

Deliverables and Meetings:

- Strategic Communications Plan
- Workshop #10 – Public Outreach Kick-off Workshop
- Community Preference Survey
- Water Bill CWSMS Updates and Surveys
- Traditional Open House Public Meeting
- Draft Volume VII – Public Outreach / Participation / Involvement
- Workshop #11 – Volume VII Review
- Workshop Agendas and Summaries for Each Workshop and Meeting
- Final Volume VII – Public Outreach / Participation / Involvement

10. Volume VIII – Information System Management & Improvement

The objectives of Volume VIII are to review the OWNER's current information system management practices, hardware, software, and challenges/issues, and to evaluate and recommend

improvements to support the business requirements and overall management of the public works and utilities departments. Volume VIII has several objectives as follows:

- Evaluate and recommend available management systems to provide all users' consistency in the data utilized for various reports.
- Reconcile conflicts between billing system and 911 addresses and recommend upgrades of system data, data transfer, GPS meter locations, meter type, and street addresses to billing information.
- Coordinate this CWSMS with other OWNER strategic plans.
- Evaluate existing systems to serve as a "data well" for collecting and holding different types of data required for the various reports generated for local, state, and federal agencies.
- Evaluate OWNER operational efficiency by contrasting available data to benchmark OWNER's system against other similar sized cities in the State of Texas.

Specific tasks to achieve the objectives of Volume VIII are as follows:

- 10.1 Assess the OWNER's existing information management system technology.
 - 10.1.1 Facilitate Workshop #12 – Information System Management Kick-off and become familiar with the OWNER's existing information technology resources including staff, training, hardware, networks, system software, applications, integration, and data.
 - 10.1.2 Gather information from stakeholders representing all the OWNER's public works and utilities departments utilizing a combination of interviews with key staff, focus group sessions, walkthroughs, high-level business process analyses, and benchmarks with water and technology industry best practices.
 - 10.1.3 Evaluate existing mission-critical applications that support the OWNER's business strategies, functional requirements, and anticipate future needs.
 - 10.1.4 Evaluate business-process-driven requirements for additional and/or enhanced technology applications, data, integration, decision/analytical systems, and IT infrastructure.
 - 10.1.5 Evaluate existing integrations among enterprise applications and data, requirements for integrating current and future systems, and integration potential provided by currently implemented technologies.
 - 10.1.6 Evaluate technology decision-making, including OWNER IT and systems' roles in technology planning and budgeting, standards, project and program management, and maintenance.
 - 10.1.7 Identify areas that can benefit from re-engineering and the application of new technologies.
 - 10.1.8 Prepare, conduct, and summarize Workshop #13 – Concurrence & Prioritization
- 10.2 Formulate a strategy and make recommendations for the OWNER to:
 - 10.2.1 Reach consensus on prioritizing short- and long-term resource allocations, assuring data consistency, integrating and upgrading systems, reconciling addresses, coordinating with other OWNER plans and studies, integrating data from multiple systems, and assessing performance that meet the OWNER's business goals and constraints.
 - 10.2.2 Apply advanced analytical asset management tools to quantify criticality, model assets' remaining useful life, recommend cost-effective renewal approaches, perform system-wide simulations of alternative approaches, and develop optimum short- and long-term renewal programs.
 - 10.2.3 Enhance effectiveness of the Customer Information System, Computerized Maintenance Management System, metering technologies, Geographic Information System, Enterprise Resource Planning and Permits applications, as well as the associated business processes and integrations.

- 10.2.4 Reconcile spatial data classified for different purposes, including mailing addresses for bills, service line and meter locations for logical connectivity to the distribution system, and E9-1-1 addresses being used by other OWNER departments.
 - 10.2.5 Apply GIS and other technology tools to coordinate the development and recommendations of the CWSMS; traffic plan, streets, and drainage plans; the Wastewater Master Plan and other studies.
 - 10.2.6 Apply Business Intelligence technology to build data warehouses and datamarts to meet requirements for generating reports.
- 10.3 Develop a program and present findings to key OWNER information system management staff.
- 10.3.1 Develop an integrated program of business process and technology improvement projects to support the OWNER's business performance targets and resource constraints over the next 5-7 years.
 - 10.3.2 Prepare planning-level project descriptions, cost estimates, and schedules consistent with the OWNER's priorities.
 - 10.3.3 Identify internal labor resources required for implementation, business, and information technology.
 - 10.3.4 Identify ongoing support and maintenance costs including annual software license fees and OWNER IT support staffing.
 - 10.3.5 Identify a set of measurable performance indicators to track progress over time.
- 10.4 Evaluate automated meter technologies
- 10.4.1 Gather and review background data
 - 10.4.2 Hold on-site assessment and staff interviews
 - 10.4.3 Analyze available alternatives
 - 10.4.4 Compile recommendations
- 10.5 Develop Volume VIII – Information System Management & Improvement Technologies
- 10.5.1 Develop draft Volume VIII
 - 10.5.2 Prepare, conduct, summarize Workshop #14
 - 10.5.3 Finalize Volume VIII

Deliverables and Meetings:

- Workshop #12 – Information System Management Kick-off
- Staff Interviews, Focus Group Meetings, and Walkthroughs (up to 3 meetings)
- Workshop #13 – Concurrence & Prioritization
- Draft Volume VIII – Information System Management & Improvement
- Workshop #14 – Volume VIII Review
- Workshop Agendas and Summaries for Each Workshop and Meeting
- Final Volume VIII – Information System Management & Improvement

11 Volume IX – Water System Model Update

The objective of Volume IX is to evaluate the 2002-2003 water system study data for completeness and add the necessary data to bring the model data base into the 2015-2016 timeframe for future use. The ENGINEER will also research the available modeling software platforms and work with the OWNER to develop a recommended software that is user friendly, easily upgradable, and maintainable. Specific tasks for Volume IX are as follows:

- 11.1 Review existing model.

- 11.1.1 Compare existing model and any updates the OWNER has incorporated into the model.
- 11.1.2 Review database to become familiar with the work that was completed during last model update.
- 11.1.3 Hold Workshop #15 with treatment plant and water distribution system staff to document:
 - Physical changes to the model, including modifications at pump stations, storage tanks, and the distribution system.
 - Operational changes including system controls, plant production protocols, pressure zone modifications, valve settings, tank operating levels, and pump station operation.
 - Disinfection protocols and goals with respect to THM formation and water quality.
- 11.2 Select modeling software.
 - 11.2.1 Utilize ENGINEER's customizable model software selection tool to help OWNER select the optimal software platform that meets the OWNER's needs.
 - 11.2.2 Facilitate model selection Workshop #16 with OWNER to select model platform.
- 11.3 Convert model to selected software and ensure that all facilities, valves, existing controls, pipe materials, and connectivity transfers to the new platform.
- 11.4 Update model network to match current conditions.
 - 11.4.1 Review available SCADA data and update model as required to incorporate current system operational protocols.
 - 11.4.2 Review current model and current GIS, and update model with current OWNER GIS.
 - 11.4.3 Create an all-pipes model including water production facilities (well fields and water supply transfer pipelines and facilities).
 - 11.4.4 Facilitate Workshop #17 – Model Update with OWNER GIS and engineering staff to ensure the model matches the OWNER's entire distribution system with respect to physical aspects and operational controls.
 - 11.4.5 Obtain from OWNER the geocoded customer billing records for peak, average, and minimum demand periods to determine any spatial demand shifts depending on the season.
 - 11.4.6 Compare billing and production data to determine non-revenue water (NRW).
 - 11.4.7 Allocate demands for all scenarios using the point meter records and Thiessen polygons.
 - 11.4.8 Assign usage data to the OWNER's geospatial meter locations and then to the corresponding model nodes and ensure accurate allocations using boundary conditions/pressure zones.
 - 11.4.9 Review previous daily diurnal patterns from existing model and evaluate relevance based on current SCADA/operational data and update as necessary.
 - 11.4.10 Review up-to-date pressure recorder data throughout the OWNER's system to help predict diurnal patterns.
- 11.5 Recalibrate and verify model accuracy.
 - 11.5.1 Perform fire hydrant testing with assistance from OWNER staff in areas throughout the City to determine pipeline C-factors for the different pipe materials and ages (up to 10 locations).
 - 11.5.2 Build model to reflect current demand and operational conditions.
 - 11.5.3 Create an extended period simulation or dynamic model.

- 11.5.4 Build demand/operational scenarios for average winter and average summer month, including the peak hour of representative average days, and for the peak summer day.
- 11.5.5 Calibrate and verify two scenarios to compare the model to the system performance under similar conditions.
- 11.5.6 Facilitate Workshop #18 – Discuss Model Calibration and Verification
- 11.6 Incorporate demand forecast for the planning horizons (set-points).
 - 11.6.1 Develop future system scenarios for each of the set-points (5, 10, 20, and 30 years), add future demands, update existing demands (densification, land use changes, conservation, etc.), and incorporate future pipes and facilities.
 - 11.6.2 Minimum day, average day and maximum day scenarios will be developed within the model based on projected future development and demand increases.
- 11.7 Evaluate water system model for each planning horizon (set-point).
 - 11.7.1 Analyze each set-point scenario and evaluate needed improvements to meet minimum system pressure requirements, regulations, flow capacity needs based on growth, fire-flow protection requirements provided by OWNER, and water quality criteria.
 - 11.7.2 Identify methods for improving system efficiencies and improving the overall level of service.
 - 11.7.3 Conduct a fire flow analysis for all developed scenarios to locate and address any deficiencies based on land use and defined fire flow requirements.
 - 11.7.4 Use the model to assess pump stations and reservoirs (elevated and ground storage) will include:
 - General pump station and reservoir review and condition assessments
 - Pump performance evaluation using pump tests to determine pump curve and operating efficiency
 - Evaluation of potential savings through varying pump operations and/or use of variable frequency drives
 - Assessment of storage requirements to improve use of off-peak energy rates and other means of energy conservation
 - Need for new pump stations or reservoirs now and/or in the future due to capacity and/or TCEQ fire flow requirements
 - 11.7.5 Perform preliminary water age modeling analysis for each set-point scenario to investigate water age and THM formation potential throughout the system, identify any problem areas, and recommend improvements to alleviate excessive water age issues.
- 11.8 Develop Volume IX – Water System Model Update
 - 11.8.1 Prepare draft Volume IX – Water System Model Update
 - 11.8.2 Prepare, conduct, and summarize Workshop #19 Review
 - 11.8.3 Finalize Volume IX
- 11.9 Train OWNER staff to use model and perform model maintenance activities (Up to 32 hours of training and two separate training classes for different levels of users).

Deliverables and Meetings:

- Workshop #15 – Distribution System Operations, Goals, and Criteria
- Workshop #16 – Model Platform Selection
- Workshop #17 – Model Build Verification
- Fire Hydrant Testing

- Workshop #18 – Discuss Model Calibration and Verification
- Draft Volume IX – Water System Model Update
- Workshop #19 – Volume IX Accuracy Check and Concurrence
- Workshop Agendas and Summaries for Each Workshop
- Updated Model in Selected Software Platform
- Model Training Sessions and Model Maintenance Materials
- Final Volume IX – Water System Model Update

12 Volume X – CIP Development, Financing & Implementation Planning

The objective of Volume X is to identify the recommended water system improvements in Volumes II through IX and add a financial planning and implementation component that will serve as a bridge to prepare Volume I – Executive Summary. Volume X will prepare the final alignment of water system findings, prioritize projects based on capacity, reliability, and affordability, and consider the impact on rates and facility charges. Specific tasks of Volume X are as follows:

12.1 Financial Planning

- 12.1.1 **Baseline Financial Condition Assessment:** The Project Team will meet with the City to review the City's currently developed baseline pro forma financial statement, exclusive of the capital improvements identified within the CWSMS. Any existing revenue deficiencies and plans for correcting said deficiencies will be reviewed and discussed. Please note that information specific to this Task will be developed and provided by the OWNER. Should the consultant be required to produce this information, the agreed to fee may merit revision.
- 12.1.2 **Identify Alternative Funding Sources:** In the meeting to understand the Pro Forma Financial Statements developed by the OWNER, the Project Team will also discuss the alternative funding sources identified by the OWNER. To the extent the Project Team has experience with other alternatives, these will also be discussed with the OWNER staff. Please note that Task 13.1.2 will not include seeking application for funding nor an extensive review of alternative funding sources. It will only entail a review of potential funding options identified by the OWNER or known to the Project Team, and the impact such options may have on the capital funding plan, as well as the resultant customer impact.
- 12.1.3 **Develop the Capital Funding Plan:** Based on the funding sources identified in 13.1.2, ENGINEER will prepare alternative capital funding scenarios that reflect the Opinion of Probable Construction Costs and prioritize projects. ENGINEER will take into account other financial requirements, such as existing debt schedules and requirements, as well as potential bond debt service coverage, reserve requirements. We will discuss these scenarios with the OWNER to determine the final capital funding plan. Up to three (3) alternative capital funding plans will be considered.
- 12.1.4 **Financial Scenario Development:** ENGINEER will overlay the baseline financial condition assessment provided by the OWNER in 13.1.1 with the capital funding plan developed in 13.1.3 and pro forma statements will be developed for presentation. In the analysis, anticipated resource changes (i.e. staffing, equipment) that will be required associated with the implementation of the CWSMS will be considered. Revenue deficiencies under existing rates will be identified and assessed on a per unit (customer and 1,000 gallon) basis. Revenue sufficiency will be examined at the utility level in the aggregate by fiscal year, rather than a more granular cost of service analysis by customer class as often performed in the course of a rate study. The results and recommendations generated from this task will be shared with OWNER staff to gauge support and reach consensus on the desired

- capital funding plan, and what changes may be needed to facilitate politically feasible and customer acceptable levels of revenue change. Up to three (3) alternative scenarios will be developed.
- 12.1.5 **Rate Structure Evaluation and Recommendations:** Perform evaluation of OWNER's existing water and wastewater rate structures. Meet with OWNER staff to outline the Council's desired utility pricing goals and objectives. Once these are defined, ENGINEER will evaluate the OWNER's existing rate structure for its ability to meet the desired goals. ENGINEER will provide the City with a summary memorandum of our review and provide alternative rate designs for consideration.
- 12.1.6 **Summary Report:** Prepare a summary report detailing the desired funding plan, the cost of service by utility function, and recommendations for changes.
- 12.1.7 **Financial Planning Model:** Develop a Financial Planning Model in Microsoft Excel throughout the financial planning process. Upon completion, this model will be finalized and formed into an easy-to-use tool to be used by OWNER staff.
- 12.2 **Implementation Planning:** ENGINEER will develop an implementation plan that brings the elements of the CWSMS process together in a seamless, formal document (Volume X) that outlines the steps needed to implement the program and a schedule for implementation. The following tasks will be provided:
- 12.2.1 **Staffing Capacity Assessment:** Review OWNER staff's capabilities for implementing the capital program and provide recommendations on staffing changes needed to successfully manage the capital effort. ENGINEER will coordinate with OWNER to determine options for outsourcing overall management of the capital program implementation or the desire to use alternative delivery methods. Once staffing assessment is complete, provide a summary memorandum detailing proposed staffing changes and the resulting financial impact. These resultant cost impacts will then be incorporated into the revenue requirements outlined in 13.1.3.
- 12.2.2 **Critical Path Schedule:** The prioritized projects, the financial plan, and the planned method of delivery will be combined into a formal implementation plan that will clearly outline the anticipated steps needed to execute the plan – inclusive of resource acquisition, purchasing procedures, debt issuance and/or fund acquisition, and anticipated legal action/approval. A master schedule and critical path will be developed that identifies where projects and activities overlap. This allows for the tracking of progress as implementation progresses.
- 12.2.3 **Implementation Workshop:** To finalize the prioritized CIP, ENGINEER will facilitate a Workshop #20 with City staff to discuss the findings and recommendations. This collaborative process will allow for discussion of strategic and creative ideas, tempered with the realities of system configuration, available resources, and affordability.
- 12.2.4 **Finalization of Implementation Plan Document and Council Presentation:** After receiving and incorporating OWNER staff comments, a finalized implementation plan will be prepared and a summary presentation of the plan will be provided to the City Council.
- 12.3 **Develop Volume X – CIP Development, Financial, & Implementation Planning**
- 12.3.1 **Develop draft Volume X**
- 12.3.2 **Prepare, conduct, and summarize Workshop #21**
- 12.3.3 **Finalize Volume X**

Deliverables and Meetings:

- Staffing Capacity Assessment Summary Memorandum
- Workshop #20 – Implementation
- Draft Volume X – CIP Development, Financial and Implementation Planning

- Workshop #21 – Volume X Review
- Workshop Agendas and Summaries for Each Workshop
- Final Volume X – CIP Development, Financial and Implementation Planning

Special Services:

Special services as defined for this CWSMS are services that the ENGINEER anticipates may potentially be required based on findings and investigations as this CWSMS progresses. However, the ENGINEER may determine these services are not required. The ENGINEER can only perform the following special services with written approval from the OWNER:

1. Additional Carson County Transfer Pipeline condition assessment using one of the available technologies from companies such as PICA or PURE.
2. Water quality sampling and analysis at the Osage WTP.
3. Other services recommended for further analysis related to the CWSMS.

Additional Services:

Additional services not included in this Scope of Work include:

1. Surveys
2. Subsurface utility exploration (SUE)
3. Pipeline inspection other than statistical analysis and the Carson County Transfer Pipeline
4. Internal elevated or ground tank inspections
5. Geotechnical investigations other than Carson County Transfer Pipeline
6. Soil corrosion studies other than Carson County Transfer Pipeline
7. Water quality sampling and analysis outside of what is in special services
8. Surge / transient analyses
9. Customer class level cost of service rate analysis
10. Coordination of grant funding applications

PROJECT SCHEDULE

Refer to attached schedule.

CITY OF AMARILLO

FEE CALCULATIONS FOR COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWSMS)

March 20, 2017

BRIEF BUDGET SUMMARY



Task No.	Task Description	Labor Cost (\$)	Direct Expenses (\$)*	Sub Expenses (\$)**	Total Cost (\$)
1	<u>Project Planning and Administration</u>				
2	<u>Data Collection and Review</u>	\$ 160,503	\$ 6,100	\$ 3,608	\$ 170,210
3	<u>Volume I - Executive Summary</u>	\$ 5,800	\$ 150	\$ 74,195	\$ 80,140
4	<u>Volume II - Future System Capacity Requirements</u>	\$ 37,027	\$ 2,600	\$ -	\$ 39,630
5	<u>Volume III - Water Production</u>	\$ 93,911	\$ 3,400	\$ -	\$ 97,310
6	<u>Volume IV - Water Treatment</u>	\$ 136,188	\$ 7,200	\$ 26,048	\$ 169,440
7	<u>Volume V - Water Transmission & Elevated Storage / Carson County</u>	\$ 439,723	\$ 21,200	\$ -	\$ 460,920
8	<u>Volume VI - Water Distribution</u>	\$ 329,491	\$ 56,870	\$ 342,980	\$ 729,340
9	<u>Volume VII - Public Outreach / Participation / Involvement</u>	\$ 156,596	\$ 3,600	\$ -	\$ 160,200
10	<u>Volume VIII - Information System Management & Improvement</u>	\$ 66,146	\$ 5,070	\$ -	\$ 71,220
11	<u>Volume IX - Water System Model Update</u>	\$ 155,900	\$ 10,200	\$ -	\$ 186,160
12	<u>Volume X - CIP Development, Financial & Implementation Planning</u>	\$ 343,091	\$ 14,250	\$ 11,000	\$ 368,341
SS	<u>Special Services - (Requires OWNER Authorization)</u>	\$ 23,862	\$ 3,400	\$ 83,149	\$ 110,410
		\$ -	\$ -	\$ -	\$ 750,000
	Total	\$ 1,948,237	\$134,040	\$540,980	\$ 3,393,320

*Direct Expenses = Travel, Printing, and Reproduction

**Subconsultants

CITY OF AMARILLO
FEE CALCULATIONS FOR COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWMS)
 March 20, 2017

Task No.	Task Description	Task Hours	Total Hours	Labor Cost (\$)	Direct Expenses (\$)	Sub Expenses (\$)**	Total Cost (\$)
1	Project Planning and Administration						
1.1	Develop PM, QC, and H&S Plans	104		15,753	500		
1.2	Workshop #1 Project Kickoff / Data Collection / Goals and Criteria Setting	80		18,215			
1.3	Project Administration, Monthly Reporting, & Invoicing (24-months)	292		52,692	3,200		3,608
1.4	Project Control / Project Team & Subconsultant Coordination (24-months)	270		66,459			
1.5	Progress Monitoring	30		7,384			
1.6	Postage				2,400		
2.1	Data and Information Needs Request		776				
2.2	Data Collection for All Volumes, Data Log, and Local Support - KSA	8		1,450			
2.3	Data Collection and Data Gaps Technical Memorandum	24	32	4,350	150		74,195
3	Volume I - Executive Summary						
3.1	Workshop #22 - Executive Summary Development Workshop	28		6,442	1,600		
3.2	Prepare Draft Executive Summary	129		20,644	500		
3.3	Prepare Final Executive Summary	55	212	9,941	500		39,630
4	Volume II - Future System Capacity Requirements						
4.1	Population Projections	12		2,743			
4.2	Categorize Planning Steps Based on Current and Future Planned Development	34		7,440			
4.3	Evaluate Historical and Current Water Demands	26		5,531			
4.4	Prepare Based Forecasts into Four Future Time Steps	30		4,251			
4.5	Forecast Geospatial Demands						
4.5.1	Review Previous Studies, Land Use, Population, TAZ, and Work with Staff	16		3,436			
4.5.2	Determine Spatial Water Use Based on Billing Data	52		6,661			
4.5.3	Develop High and Low Demand Scenarios	36		5,262			
4.5.4	Compare, Contrast, and Integrate Specific City Plans/Development Projects	14		1,656			
4.5.5	Develop Smart, Applicable Spatial Coverages	16		2,084			
4.5.6	Utilize Recent TAZ Data to Identify Potentially Vertical Development Corridor Areas	30		4,808			
4.5.7	Develop/Incorporate Conservation Demand Management Activities	28		6,818			
4.5.8	Incorporate Findings of Statistically Significant Variables on Demand Forecast	14		3,172			
4.5.9	Consider/Incorporate Other Non-Potable Sources of Supply in Demand Forecasting	8		1,841			
4.5.10	Develop Tagger Process for Course Correction	12		2,807			
4.6	Define "New Normal" Demands for Forecasting	8		1,713			
4.7	Develop Geospatial Demands per Time Step	8		1,173			
4.8	Develop Volume II - Future System Capacity Requirements	58		8,356			
4.9	Prepare Draft Volume II	76		13,274	500		
4.10	Prepare/Conduct/Summarize Workshop #2	32		7,355	2,400		
4.11	Prepare Final Volume II	24		4,702	500		
5	Volume III - Water Production						
5.1	Review Previous Studies and Data	72		11,114			
5.2	Evaluate 2016 Panhandle Regional Water Plan and Compare with City Plans/Needs	80		12,435			
5.3	Review Current Conservation and Drought Contingency Plans	16		2,540			
5.4	Conduct Assessment of Water Production Facilities (Carson, Potter, Santa Rosa, SW)	32		7,221	2,400		
5.5	Evaluate CRMWA II Upsize Participation Versus New Roberts County Pipeline	40		6,064			
5.6	Understand How Demands are Dispersed Throughout the System	72		13,089			
5.7	Utilize HDR's Multi-Source Water Supply Model "When do I Use What Source?"	212		34,356			
5.8	Coordinate with Other Task/Volume Leads to Recommend Solutions	8		1,580			
5.9	Produce Site Specific Condition Assessment Forms	12		1,915			
5.10	Production Facility Site Visits, Interviews, and Condition Assessments	16		3,938	800		9,200
5.11	Develop Volume III - Water Production	100		18,912	500		13,420
5.12	Prepare/Conduct/Summarize Workshop #3	58		10,713	3,000		3,608
5.13	Prepare Final Volume III	68		12,400	500		
6	Volume IV - Water Treatment						
6.1	Regulate Water Quality Data and Facility Information						
6.1.1	Characterize Source Water Quality Data and Facility Information	64		10,485			
6.1.2	Understand How Demands are Dispersed Throughout the System	10		5,836			
6.1.3	Confirm Target Water Quality Parameters	34		3,445			
6.1.4	Document the Existing Basis of Design for Systems / Process Units	75		13,221			
6.1.5	Highlight Current Operational Strategies, Challenges, and Nuances	15		4,210			
6.1.6	Note Challenges and Concerns from Staff (Site Visit and Interviews)	32		9,408			
6.1.7	Identify Any Potential Process Vulnerabilities	15		4,550			
6.1.8	Identify Any Data and Information Gaps	14		4,304			
6.1.9	Develop TM#1	113		22,528			
6.2	Regulatory Assessment / Establish Finished Water Quality Goals						
6.2.1	Regulatory Assessment / Regulatory Assessment	64		11,661			
6.2.2	Establish Finished Water Quality Goals	26		5,885			
6.2.3	Prepare/Conduct/Summarize Workshop #4	54		6,961	2,400		
6.2.4	Develop TM#2	32		11,548			
6.3	Condition Assessments						
6.3.1	Conduct Assessments (2 Days at WTP, 1 Day at Reservoir)	192		43,841	8,800		
6.3.2	Complete CA Forms	102		17,679			
6.3.3	Develop TM#3	116		24,028			
6.4	Identify Needed Modifications and Improvements						
6.4.1	Identify Needs	112		25,786			
6.4.2	Identify and Evaluate Alternatives	274		55,874			
6.4.3	Prepare/Conduct/Summarize Workshop #5	48		10,990	2,400		
6.4.4	Develop TM#4	264		49,732			
6.5	Recommend Improvement Projects and Develop Costs						
6.5.1	Identify, Develop, and Prioritize	140		30,457			
6.5.2	Develop Draft Volume IV	162		32,381	500		
	Subtotal		786				
				136,188	7,200		26,048
				12,400			
				500			
				13,420			
				3,608			
				9,200			
				11,114			
				12,435			
				2,540			
				7,221	2,400		
				6,064			
				13,089			
				34,356			
				1,580			
				1,915			
				3,938	800		9,200
				18,912	500		13,420
				10,713	3,000		3,608
				12,400	500		
				4,702			
				93,911	3,400		97,310
				13,274	500		
				7,355	2,400		
				4,702	500		
				11,114			
				12,435			
				2,540			
				7,221	2,400		
				6,064			
				13,089			
				34,356			
				1,580			
				1,915			
				3,938	800		9,200
				18,912	500		13,420
				10,713	3,000		3,608
				12,400	500		
				4,702			
				93,911	3,400		97,310
				13,274	500		
				7,355	2,400		
				4,702	500		
				11,114			
				12,435			
				2,540			
				7,221	2,400		
				6,064			
				13,089			
				34,356			
				1,580			
				1,915			
				3,938	800		9,200
				18,912	500		13,420
				10,713	3,000		3,608
				12,400	500		
				4,702			
				93,911	3,400		97,310
				13,274	500		
				7,355	2,400		
				4,702	500		
				11,114			
				12,435			
				2,540			
				7,221	2,400		
				6,064			
				13,089			
				34,356			
				1,580			
				1,915			
				3,938	800		9,200
				18,912	500		13,420
				10,713	3,000		3,608
				12,400	500		
				4,702			
				93,911	3,400		97,310
				13,274	500		
				7,355	2,400		
				4,702	500		
				11,114			
				12,435			
				2,540			
				7,221	2,400		
				6,064			
				13,089			
				34,356			
				1,580			
				1,915			
				3,938	800		9,200
				18,912	500		13,420
				10,713	3,000		3,608
				12,400	500		
				4,702			
				93,911	3,400		97,310
				13,274	500		
				7,355	2,400		
				4,702	500		
				11,114			
				12,435			
				2,540			
				7,221	2,400		
				6,064			
				13,089			
				34,356			
				1,580			
				1,915			
				3,938	800		9,200
				18,912	500		13,420
				10,713	3,000		3,608
				12,400	500		
				4,702			
				93,911	3,400		97,310
				13,274	500		
				7,355	2,400		
				4,702	500		

	Prepare/Conduct/Summarize Workshop #6 Finalize Volume IV	38		\$ 9,300	\$ 2,400		
		108		\$ 20,710	\$ 500		
	Subtotal		2,130	\$ 439,723	\$ 21,200	\$ -	\$ 460,920
7	Volume V - Water Transmission & Elevated Storage						
7.1	Perform Desktop Statistical Analysis Including Break and Leak History	24		\$ 3,831			
7.2	Perform Condition Assessments of Ground and Elevated Storage Tanks	48		\$ 12,435		\$ 158,620	
7.3	Perform Condition Assessments of Water System Pump Stations	48		\$ 12,435		\$ 108,460	
7.4	Carson County Transfer Pipeline Condition Assessment						
	<i>Task 1: Indirect Assessment - Desktop Study</i>						
	Carson County CA Kickoff Meeting	30		\$ 6,474	\$ 1,760		
	Design & Construction Document Review	11		\$ 1,772			
	Leak History Documentation	11		\$ 1,681			
	Pipeline Repair/Modification Information Review	8		\$ 1,319			
	Collect Foreign Utility & Infrastructure Data	18		\$ 2,665			
	Prepare Draft Desktop Study Technical Memorandum	46		\$ 9,761	\$ 110		
	Finalize Desktop Study Technical Memorandum	20		\$ 4,429	\$ 165		
	<i>Task 2: Indirect Assessment - Field Investigation</i>						
	Mobilization	26		\$ 3,533	\$ 880		
	Pipe Potential Data at Appurtenances	98		\$ 12,275	\$ 3,960		
	Geotechnical Investigation (40 Bores with Samples) Amarillo Testing & Engineering	17		\$ 3,058	\$ 26,400	\$ 75,900	
	Emag and Wenner 4-Pin Tests for Soil Resistivity - 20-Miles	164		\$ 21,776	\$ 3,960		
	CIPS Survey for 20-Miles of Pipe	164		\$ 21,776	\$ 3,960		
	Analyze Field Data	68		\$ 9,877			
	Prepare Draft Field Investigation Technical Memorandum	71		\$ 13,329	\$ 110		
	Finalize Field Investigation Technical Memorandum	31		\$ 5,944	\$ 165		
	<i>Task 3: Direct Assessment (Excavations & Manned Inspection)</i>						
	Mobilization	50		\$ 8,132	\$ 3,960		
	Internal Inspection 10-miles with 3 People (1 Topside, 2 Inspectors) - 9 days	276		\$ 36,881	\$ 3,960		
	Direct Examination UT and Isopleth Tests (8 Sites)	176		\$ 25,544	\$ 3,960		
	Internal Inspection and Excavation Data Analysis	57		\$ 11,323			
	Prepare Draft Summary Condition Assessment Report	100		\$ 20,966	\$ 110		
	Finalize Condition Assessment Report	28		\$ 5,706	\$ 550		
7.5	Identify and Recommend Needed Improvements						
	Import into Asset Management System, Identify Deficiencies, Provide Recommendations	164		\$ 24,575			
	Develop Draft Volume V	126		\$ 24,668	\$ 550		
	Prepare/Conduct/Summarize Workshop #7	36		\$ 6,293	\$ 1,760		
	Finalize Volume V	92		\$ 17,032	\$ 550		
	Subtotal		2,008	\$ 329,491	\$ 56,870	\$ 342,980	\$ 729,340
8	Volume VI - Water Distribution						
8.1	Review Pressure Zones Throughout the System						
	Collect Data, Interview Key Staff, and Evaluate Existing Boundaries (Vol. IX)			\$ -			
	Identify/Evaluate Trouble Areas such as River Road, Northwest, and Highland Park (Vol. IX)			\$ -			
	Evaluate, Identify, and Recommend Improvements to Existing and Future Zones (Vol. IX)			\$ -			
8.2	Review and Provide Recommendations for Redundancy for Critical Customers (Vol. IX)			\$ -			
8.3	Set Triggers for Improvements						
	Evaluate System from a Regulatory Standpoint (Vol. IX)			\$ -			
	Compile Information Obtained from the Conditions Assessments Performed	32		\$ 4,762			
	Identify Needed System Improvements Due to Growth Projections (Vol. IX)			\$ -			
	Set Triggers for Improvements Based on Demand Increases and/or Timeline (Vol. IX)			\$ -			
	Prepare One-Page CIP Fact Sheets for Each Recommended Improvement Project	132		\$ 18,667			
8.4	Identify New Water Supply Transfer Needs (Vol. IX)			\$ -			
8.5	Recommend Facility Optimizations (Vol. IX)			\$ -			
8.6	Evaluate and Recommend Distribution System Pipeline Replacement Needs						
	Perform Statistical Analysis on Water Main Breakage History and Leakage	162		\$ 30,898			
	Coordinate and Review with Staff Existing Records, GIS Data, Pipe Age, and Material	68		\$ 10,418			
	Recommend a Distribution System Pipeline Replacement Program	136		\$ 27,227			
8.7	Identify Redundancy and Security Needs of the Distribution System						
	Review Each Distribution System Assets	32		\$ 4,762			
	Determine Each Assets Criticality	24		\$ 3,831			
	Recommend O&M Measures and/or Improvement Projects for Redundancy & Security	62		\$ 9,350			
8.8	Address Fire Department Concerns						
	Meet with Key Staff and Fire Department to Identify Concerns for Safety and Water	4		\$ 725			
	Coordinate with Staff and Fire to Develop Improvements to Meet Regs/Concerns	12		\$ 1,915			
	Prepare Recommendations to Improve Coord of Fire Hydrant Status, Cond, Ops, Const	56		\$ 8,254			
	Prepare/Conduct/Summarize Workshop #8 - Pressure Zone, Critical Customers, Replace, Fire	18		\$ 3,986	\$ 1,000		
8.10	Develop Volume VI - Water Distribution						
	Develop Draft Volume VI	128		\$ 20,543	\$ 500		
	Prepare/Conduct/Summarize Workshop #9	24		\$ 4,117	\$ 1,600		
	Finalize Volume VI	48		\$ 7,141	\$ 500		
	Subtotal		938	\$ 156,596	\$ 3,600	\$ -	\$ 160,200
9	Volume VII - Public Outreach / Participation / Involvement						
9.1	Recommend Community Engagement Strategies and Develop a Comm Plan						
	Develop/Deliver Strategic Communications Plan	22		\$ 2,126			
	Include a Contact and Comment/Response Management Protocol for Public Comments	16		\$ 1,367			
9.2	Engage Key OWNER Staff and Develop Strategies to Gather Information						
	Prepare/Conduct/Summarize Workshop #10 - Public Outreach Kickoff	48		\$ 6,966	\$ 1,350		
	Identify Stakeholders for Recommended Improvement Projects	6		\$ 431			
	Develop Community Preference Survey	10		\$ 827			
9.3	Develop Strategies for Outreach to Inform the Public						
	Develop Public Outreach and Information for City to Add to Their Website	113		\$ 11,317	\$ 320		
	Public Meeting - Traditional Open House-style Public Meeting	151		\$ 16,672	\$ 800		
9.4	Develop Volume VII - Public Outreach / Participation / Involvement						
	Develop Draft Volume VII	132		\$ 14,561	\$ 500		
	Prepare/Conduct/Summarize Workshop #11	22		\$ 3,978	\$ 1,600		
	Finalize Volume VII	74		\$ 7,901	\$ 500		
	Subtotal		594	\$ 66,146	\$ 5,070	\$ -	\$ 71,220
10	Volume VIII - Information System Management & Improvement						
10.1	Assess Existing Information System Management (ISM) Technology						
	Prepare/Conduct/Summarize Workshop #12 - ISM Kickoff	18		\$ 4,601	\$ 3,600		
	Gather Info from Stakeholders, Interviews (6), Focus Sessions, etc.	64		\$ 16,435			
	Evaluate Existing Mission Critical Applications	16		\$ 3,768			
	Evaluate Requirements for Enhanced Technology	16		\$ 4,024			
	Evaluate Data & Application Integrations	16		\$ 3,768			
	Evaluate Technology Decision Making	8		\$ 1,884			
	Compile Improvement Opportunities	16		\$ 4,024			
	Prepare/Conduct/Summarize Workshop #13 - Concurrence & Prioritization	26		\$ 6,485	\$ 2,400		

CITY OF AMARILLO
FEE CALCULATIONS FOR COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWSMS)
 March 20, 2017
TASK 1, 2, & 3 HOURLY BREAKDOWN



Task No.	Sub Task	Task Description	Project Manager Farland	Future Demands Null	Water Production Shockley	EIT Engineer Various	Water Treatment Hoffman	GIS Mapping Janik	Senior Account. Wasson	Admin. Support Rayshell	Task Hours	Total Hours	Labor Cost (\$)	Direct Expenses (\$)**	Sub Expenses (\$)**	Total Cost (\$)
1	1.1	Develop PM, QC, and H&S Plans	24			40				40	104		\$ 15,753	\$ 500		
	1.2	Workshop #1 Project Kickoff / Data Collection / Goals and Criteria Setting	24			20	12				80		\$ 18,215	\$ 3,200	\$ 3,608	
	1.3	Project Administration, Monthly Reporting, & Invoicing (24-months)	120	12					36	136	292		\$ 52,692			
	1.4	Project Control / Project Team & Subconsultant Coordination (24-months)	270								270		\$ 65,489			
	1.5	Progress Monitoring	30								30		\$ 7,384	\$ 2,400		
	1.6	Postage														
		Subtotal									776		\$ 160,503	\$ 6,100	\$ 3,608	\$ 170,210
2	2.1	Data Collection and Review	4			4					8		\$ 1,450			
	2.2	Data and Information Needs Request								0					\$ 74,195	
	2.3	Data Collection for All Volumes, Data Log, and Local Support - KSA	12			12				24	32		\$ 4,350	\$ 150		
		Subtotal											\$ 5,800	\$ 150	\$ 74,195	\$ 80,140
3	3.1	Volume I - Executive Summary	10			4	10			4	28		\$ 6,442	\$ 1,600		
	3.2	Workshop #22 - Executive Summary Development Workshop	40	1	2	60	2	24		129	129		\$ 20,644	\$ 500		
	3.3	Prepare Draft Executive Summary	24	1	1	24	1	4		55	55		\$ 9,941	\$ 500		
	3.3	Prepare Final Executive Summary														
		Subtotal									212		\$ 37,027	\$ 2,600	\$ -	\$ 39,630

*Direct Expenses = Travel, Printing, and Reproduction

**Subconsultants

CITY OF AMARILLO
FEE CALCULATIONS FOR COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWSMS)
 March 20, 2017
TASK 4 & 5 HOURLY BREAKDOWN



Task No.	Sub Task	Task Description	Project Manager Ferland	Future Demands Null	Water Production Shockley	EIT Engineer Various	Future Demands Gill	GIS Mapping Janik	WP Engineer Stein	WP EIT Stahinke	Senior Modeler Ferdous	Admin. Support Rayshell	Task Hours	Total Hours	Labour Cost (\$)	Direct Expenses (\$)*	Sub Expenses (\$)**	Total Cost (\$)		
4		Volume II - Future System Capacity Requirements																		
		4.1	Population Projections	10	2	16	10					8		12		\$ 2,743				
		4.2	Categorize Planning Steps Based on Current and Future Planned Development	2	4	16	16								34		\$ 7,440			
		4.3	Evaluate Historical and Current Water Demands	2		4	16	4							26		\$ 5,531			
		4.4	Prepare Based Forecasts into Four Future Time steps	2			8	20							30		\$ 4,251			
		4.5	Forecast Geospatial Demands											4	16					
			Review Previous Studies, Land Use, Population, TAZ, and Work with Staff																	
			Determine Spatial Water Use Based on Billing Data																	
			Develop High and Low Demand Scenarios	2	2															
			Compare, Contrast, and Integrate Specific City Plans/Development Projects																	
			Develop Smart, Applicable Spatial Coverages																	
			Utilize Recent TAZ Data to Identify Potential/Probably Vertical Development Corridor Areas	4	2															
			Develop/Incorporate Conservation Demand Management Activities	4	2															
			Incorporate Findings of Statistically Significant Variables on Demand Forecast	4	2															
	Consider/Incorporate Other Non-Potable Sources of Supply in Demand Forecasting	2	2																	
4.6	Develop Trigger Process for Course Correction	2	2																	
4.7	Define "New Normal" Demands for Forecasting	2	4																	
4.8	Develop Geospatial Demands per Time Step	4	4																	
4.9	Develop Volume II - Future System Capacity Requirements																			
	Prepare Draft Volume II	4	4																	
	Prepare/Conduct/Summarize Workshop # 2	8	8																	
	Prepare Final Volume II	2	2																	
	Subtotal													526		\$ 93,911	\$ 3,400	\$ -	\$ 97,310	
5		Volume III - Water Production																		
		5.1	Review Previous Studies and Data																	
		5.2	Evaluate 2016 Panhandle Regional Water Plan and Compare with City Plans/Needs																	
		5.3	Review Current Conservation and Drought Contingency Plans																	
		5.4	Conduct Assessment of Water Production Facilities (Carson, Potter, Santa Rosa, SW)	8																
		5.5	Evaluate CRRWA II Upsize Participation Versus New Roberts County Pipeline	2																
		5.6	Understand How Demands are Dispersed Throughout the System																	
		5.7	Utilize HDR's Multi-Source Water Supply Model "When do I Use What Source?"																	
		5.8	Coordinate with Other Task/Volume Leads to Recommend Solutions	4																
		5.9	Produce Site Specific Condition Assessment Forms	16																
		5.10	Production Facility Site Visits, Interviews, and Condition Assessments	16																
		5.11	Develop Volume III - Water Production																	
			Prepare Draft Volume III	4	4															
			Prepare/Conduct/Summarize Workshop # 3	10	10															
	Prepare Final Volume III	4	4																	
	Subtotal													786		\$ 136,188	\$ 7,200	\$ 26,048	\$ 169,440	

*Direct Expenses = Travel, Printing, and Reproduction

**Subconsultants

CITY OF AMARILLO
FEE CALCULATIONS FOR COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWSMS)
 March 20, 2017
TASK 9 & 10 HOURLY BREAKDOWN



Task No.	Sub Task No.	Task Description	Project Manager Farland	Future Demands Null	Public Outreach Weissmill	Public Creative Metzler	Public Coord. Picoture	Public Jr. Coord. Beerman	Public QC White	UMS Lead Lloyd	Business Analyst Walls	Metering SHE Hansen	Admin. Support Rayshell	Task Hours	Total Hours	Labor Cost (\$)	Direct Expenses (\$)*	Sub Expenses (\$)**	Total Cost (\$)
9	9.1	Volume VII - Public Outreach / Participation / Involvement Develop/Deliver Strategic Communications Plan Include a Contact and Comment/Response Management Protocol for Public Comments			10			12						22		\$ 2,126			
	9.2	Engage Key OWNER Staff and Develop Strategies to Gather Information Prepare/Conduct/Summarize Workshop #10 - Public Outreach Kickoff Identify Stakeholders for Recommended Improvement Projects	10		20	12	4	2						6		\$ 6,966	\$ 1,350		
	9.3	Develop Strategies for Outreach to Inform the Public Develop Public Outreach and Information for City to Add to Their Website Public Meeting - Traditional Open House-style Public Meeting	10		4	80	28	2	1					113		\$ 11,317	\$ 320		
	9.4	Develop Volume VII - Public Outreach / Participation / Involvement Develop Draft Volume VII Prepare/Conduct/Summarize Workshop #11	8 10 4		40	8	24	40	4				8	132		\$ 14,561	\$ 500		
		Finalize Volume VII			16	4	16	24	2				8	74		\$ 7,901	\$ 800		
		Subtotal												594		\$ 66,146	\$ 5,070	\$ -	\$ 71,220
10	10.1	Volume VIII - Information System Management & Improvement Assess Existing Information System Management (ISM) Technology Prepare/Conduct/Summarize Workshop #12 - ISM Kickoff Gather Info from Stakeholders, Interviews (6), Focus Sessions, etc.	10 32							8 32				18		\$ 4,601	\$ 3,600		
		Evaluate Existing Mission Critical Applications Evaluate Requirements for Enhanced Technology Evaluate Data & Application Integrations Evaluate Technology Decision Making Compile Improvement Opportunities									16 16 8 8			16		\$ 4,024			
	10.2	Formulate a Strategy and Make Recommendations Prepare/Conduct/Summarize Workshop #13 - Concurrence & Prioritization Recommend Tools for Resource Prioritization Recommend Support for Condition Assessment Recommendations on Named Enterprise Systems (5)	10							8				8		\$ 4,024			
		Recommend Reconciliation of Spatial Data Recommend Tools for Implementing GIS Recommend Tools for Implementing CIMS Recommend Tools for Implementing BI Tools									24 8 8			40		\$ 2,140			
	10.3	Develop a Program & Present Findings to Information System Management Develop Integrated Technology Improvement Plan Prepare Project Descriptions & Cost Estimates Identify Ongoing Costs of Technology Enhancements		8							8 24			24		\$ 7,537			
		Identify Internal Resource Requirements Recommend Performance Indicators Gather/Review Background Data On-Site Assessment & Staff Interviews Analysis									8 8 8			8		\$ 6,430			
	10.4	Evaluate (AMR) Metering Technologies Prepare/Conduct/Summarize Workshop #14	8								8			8		\$ 3,768			
		Finalize Volume VIII									8			8		\$ 12,594			
	10.5	Develop Volume VIII - Information System Mgmt. & Improvement Technologies Develop Draft Volume VIII Prepare/Conduct/Summarize Workshop #14	12 10 8								12 8 4			12		\$ 16,385	\$ 500		
		Finalize Volume VIII									4			8		\$ 12,323	\$ 3,200		
		Subtotal												714		\$ 173,964	\$ 12,200	\$ -	\$ 186,160

*Direct Expenses = Travel, Printing, and Reproduction
 **Subconsultants

CITY OF AMARILLO
 FEE CALCULATIONS FOR COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWSMS)
 March 20, 2017
TASK 11 HOURLY BREAKDOWN



Task No.	Sub Task	Task Description	Project Manager Ferland	EIT Engineer Various	GIS Mapping Janik	Senior Modeler Ferdous	QC Modeler Tomic	Admin. Support Raysheff	Task Hours	Total Hours	Labor Cost (\$)	Direct Expenses (\$)*	Sub Expenses (\$)**	Total Cost (\$)
11		Volume IX - Water System Model Update												
11.1		Review Existing Model												
	11.1.1	Compare Existing Model and Updates by OWNER	2	32		16	1		51		7,623			
		Review Database of Previous Models	2	24		12	1		39		5,916			
		Prepare/Conduct/Summarize Workshop #15 & #16 (System changes, operational protocols)	10	4		12	12	4	42		9,421	2,600		
	11.1.2	Select Modeling Software												
		Utilize ENGINEER's customizable model selection tool	2	8		4	1		13		2,011			
		Prepare/Conduct/Summarize Workshop #15 & #16 (Discuss optimum modeling platform)	1	4		4	4	4	14		2,253			
	11.1.3	Update Model Network to Match Existing Conditions												
		Convert to Selected Modeling Software	2	40		16	4		61		9,219			
		Review SCADA and update model with current system operational protocols	2	24		8	2		36		5,444			
		Review current GIS, and update model with current OWNER GIS	2	60	60	40	4		166		22,584			
		Create an all-pipes model from GIS	2	32		16	2		52		7,927			
		Conduct Workshop #17 (Confirm model updates match system and operations)	10	4		12	4	4	30		5,773	1,200		
		Obtain / review geocoded billing records; determine seasonal spatial demand shifts	2	80		32	4		118		17,223			
		Compare billing and production data to determine non-revenue water (NRW)	2	24		12	2		40		6,220			
		Allocate demands to model using nearest meter locations or Thiessen polygons	2	8		4	2		12		1,707			
		Adjust demand allocations using boundary conditions/pressure zones for accuracy	1	16		4	1		22		3,188			
		Review previous diurnal patterns and compare with current SCADA/operational data	2	12		4	1		19		2,968			
		Review system pressure recorder data to help predict/adjust diurnal patterns	2	24		8	1		35		5,140			
	11.1.5	Recalibrate Model and Verify Accuracy												
		Perform fire hydrant testing (locations to be selected after Task 12.4) - 10 Tests, 2 days	18	30	30	24	2	4	108		16,771	3,000		
		Build model to reflect calibration day demand and operational conditions	4	40		16	2		62		9,350			
		Create extended period simulation model	2	40		16	2		60		8,858			
		Build scenarios for average day and peak hour for summer and winter	2	32		12	1		47		6,847			
		Calibrate model and verify two scenarios	4	80		32	4		120		17,715			
		Conduct Workshop #18 (Discuss Model calibration and Verification)	10	4		12	4	4	30		5,773	1,200		
	11.1.6	Incorporate Demand Forecast for Planning Horizons (Sat-Points)												
		Develop future system scenarios for each planning horizon (5, 10, 20, and 30 years)	2	32		16	2		50		7,434			
		Develop average day and maximum day scenarios for future development and demands	2	64		32	2		100		14,753			
	11.1.7	Evaluate Water System Model for Each Planning Horizon												
		Evaluate each planning horizon for needed improvements to meet desired level of service	4	120	40	40	4		208		28,012			
		Identify improving system efficiencies and improving the overall level of service	4	60		24	2		90		13,229			
		Conduct a fire flow analysis for all developed scenarios to locate and address any deficiencies	4	80		32	2		118		17,107			
		Use the model to assess pump stations and reservoirs	2	40		16	2		60		8,858			
		Perform water age modeling and recommend improvements to alleviate excessive water age	2	40		16	2		60		8,858			
	11.1.8	Develop Volume IX - Water System Model Update												
		Draft Volume IX - Water System Model Update	24	80	40	40	8	16	208		31,573	500		
		Prepare/Conduct/Summarize Workshop #19	10	40		8	4	2	20		4,273	1,200		
		Final Volume IX - Water System Model Update	8	40		12	4	8	72		11,205	500		
	11.1.9	Train OWNER Staff to Use Model and Perform Model Maintenance Activities												
		Standard 2-day training module by Innovyze	8	12		8	16	2	16		3,521	1,200	11,000	
		Amarillo model specific training and model use/maintenance (2-day training)	16	12		20	16	2	66		14,337	2,850		
		Subtotal							2,245		343,091	14,250	11,000	368,341

*Direct Expenses = Travel, Printing, and Reproduction
 **Subconsultants

CITY OF AMARILLO
FEE CALCULATIONS FOR COMPREHENSIVE WATER SYSTEM MASTER STUDY (CWSMS)
 March 20, 2017
TASK 12 & SS HOURLY BREAKDOWN



Task No.	Sub Task	Task Description	Project Manager Fehlhard	Future Drawings Null	ETT Engineer Various	DMS Lead Lloyd	Business Analyst Walls	Marketing SME Hansen	Senior Accountant Watson	Admin. Support Raybald	Task Hours	Total Hours	Labor Cost (\$)	Direct Expenses (\$)*	Sub Expenses (\$)**	Total Cost (\$)
12	12.1	Volume X - CIP Development, Financial & Implementation Planning														
		<i>Financial Planning</i>														
		Basic Financial Condition Assessment	6	4							0				\$ 3,179	
		Identify Alternative Funding Sources	4	1							10		\$ 2,680		\$ 2,090	
		Develop the Capital Funding Plan	4								5		\$ 1,285		\$ 6,121	
		Financial Scenario Development									0				\$ 1,722	
		Rate Structure Evaluation and Recommendations									4				\$ 3,674	
		Summary Report	4								0				\$ 8,448	
		Financial Planning Model									0				\$ 8,701	
	12.2	Implementation Planning														
		Staffing Capacity Assessment	4								4		\$ 985		\$ 4,730	
		Critical Path Schedule Development	4								4		\$ 985		\$ 10,230	
		Implementation Workshop # 20	8								8		\$ 1,959	\$ 800	\$ 4,730	
		Finalization of Financial & Implementation Plan Document and Council Presentation	10	2							12		\$ 3,063	\$ 800	\$ 9,196	
	12.3	Develop Volume X - CIP Development, Financial & Implementation Planning														
		Develop Draft Volume X	4	4							16		\$ 5,661	\$ 500	\$ 5,258	
		Prepare/Conduct/Summarize Workshop # 21	10								2		\$ 3,186	\$ 800	\$ 5,258	
		Finalize Volume X	2	2							8		\$ 3,063	\$ 500	\$ 5,258	
		Subtotal									119		\$ 23,862	\$ 3,400	\$ 83,149	\$ 110,410
SS		Special Services - (Requires OWNER Authorization)														
		Additional Condition Assessment Using PECA or PURE Technologies for Carson County Pipe														\$ 500,000
		Osage WTP Water Quality Sampling and Analysis														\$ 100,000
		Other Services Recommended for Further Analysis Related to the CWSMS														\$ 150,000
		Subtotal														\$ 750,000

*Direct Expenses = Travel, Printing, and Reproduction
 **Subconsultants

City of Amarillo

Comprehensive Water System Master Study (CWSMS)

PROJECT NO. 521645

Compensation

For completion of the **Basic Services** for the CWSMS: The OWNER shall pay ENGINEER for Basic Services as set forth as follows:

1. A Lump Sum amount not to exceed a total Lump Sum amount of \$2,643,320 for Basic Services as detailed in Exhibit A.
2. The total amount of the Basic Services will not be exceeded without a modification to this agreement.
3. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.
4. The portion of the Lump Sum amount billed for ENGINEER's Basic Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
5. The Lump Sum is conditioned on the time to complete the Project not exceeding 840 calendar days (approximately twenty-eight months). Should the time to complete the Project be extended beyond this period due to circumstances outside the ENGINEER's control, the total compensation to ENGINEER shall be appropriately adjusted.

For completion of any **OWNER authorized Special Services** for the CWSMS: The OWNER shall pay ENGINEER for the detailed Special Services as set forth as follows:

1. A Lump Sum amount not to exceed a total Lump Sum amount of \$750,000 for Special Services, as detailed in Exhibit A and as broken down further below:
 - a. Additional Carson County Transfer Pipeline condition assessment using one of the available technologies from companies such as PICA or PURE not to exceed \$500,000.
 - b. Water quality sampling and analysis at the Osage WTP not to exceed \$100,000.
 - c. Other services recommended for further analysis related to the CWSMS not to exceed \$150,000.
2. Any Special Services performed by the ENGINEER will require OWNER's written authorization.
3. The total amount of the Special Services will not be exceeded without a modification to this agreement.
4. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.

5. The portion of the Lump Sum amount billed for ENGINEER's Special Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
6. The Lump Sum is conditioned on the time to complete the Project not exceeding 840 calendar days (approximately twenty-eight months). Should the time to complete the Project be extended beyond this period due to circumstances outside the ENGINEER's control, the total compensation to ENGINEER shall be appropriately adjusted.

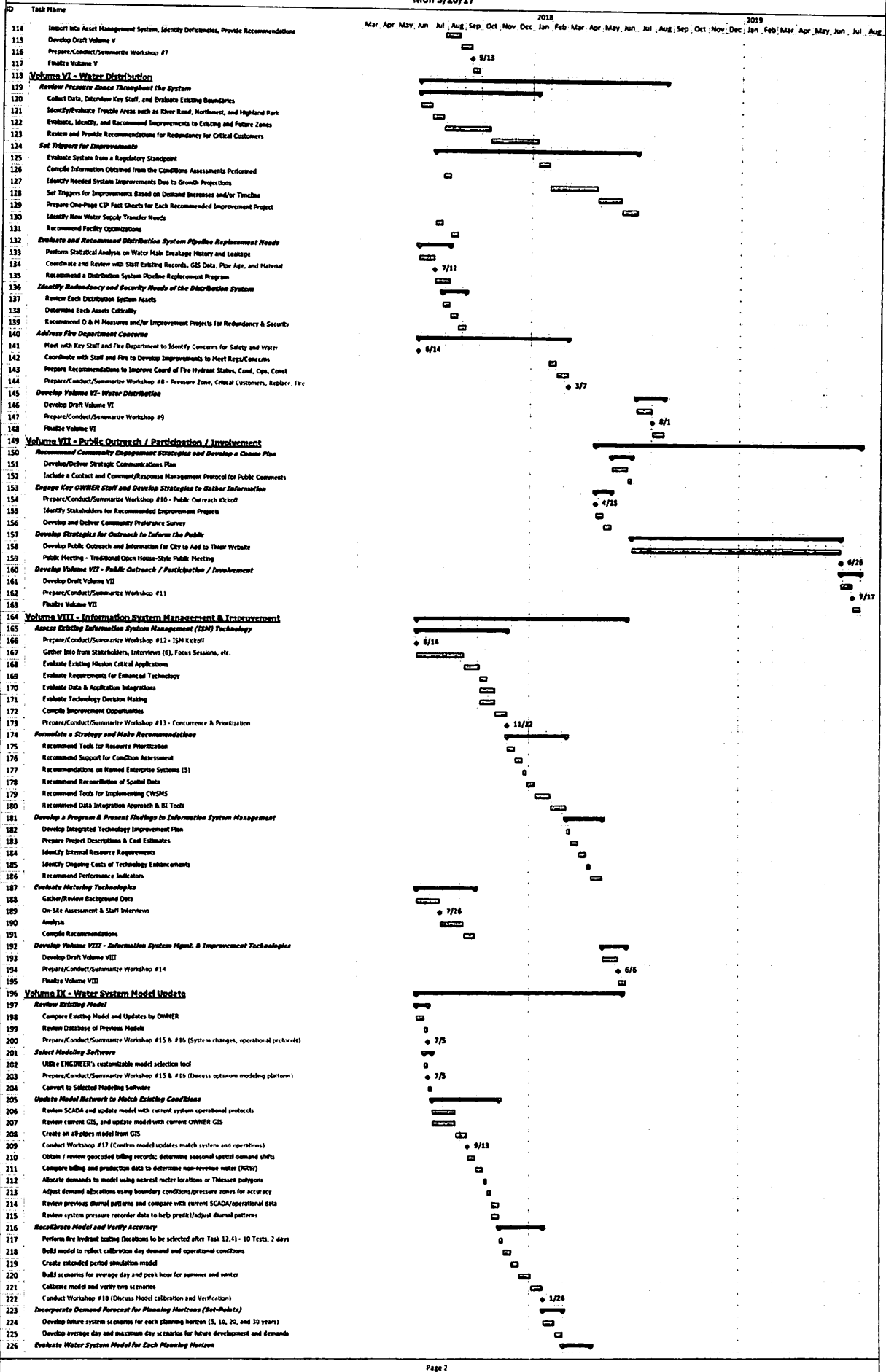
For **Additional Services requiring OWNER authorization**: The OWNER shall pay ENGINEER for Additional Services as follows:

1. For additional services of ENGINEER's employees engaged directly on the Project, as described in Exhibit A of the Agreement, an amount equal to ENGINEER's Direct Labor Costs times a Factor of 3.2, plus Reimbursable Expenses times a Factor of 1.0 and ENGINEER's Subconsultants charges times a Factor of 1.0, if any.
2. Direct Labor Costs are defined as salaries and wages paid to ENGINEER's employees, but does not include payroll related costs or benefits.
3. The Direct Labor Costs Factor includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead, which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.
4. External Reimbursable Expenses and ENGINEER's Subconsultant Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and cost.

**CITY OF AMARILLO
COMPREHENSIVE WATER SYSTEM MASTER STUDY
PROJECT NO. 521645
Mon 3/20/17**



**CITY OF AMARILLO
COMPREHENSIVE WATER SYSTEM MASTER STUDY
PROJECT NO. S21645
Mon 3/20/17**





Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 9, 2017	Council Priority	Best Practices, Infrastructure Initiative
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Department	1231 - Radio Communications
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Agenda Caption
DISCUSSION AND CONSIDERATION OF A COMMUNICATIONS SYSTEM AGREEMENT - MASTER SITE BETWEEN THE CITY OF AMARILLO AND POTTER COUNTY

Agenda Item Summary
The Communications System Agreement - Master Site establishes an Agreement between the City of Amarillo and Potter County to provide access to the City of Amarillo’s master site in support of Potter County’s transition to a NEXGEN Radio Communications System. The City is providing Potter County with access to the system through the master site in return for additional site repeater systems and support of the system’s network connectivity. The joint Agreement will provide for seamless interoperable communication system between the City of Amarillo and Potter County, enhancing the safety and coordination of emergency responders.

Requested Action
Consider approval of the Communications System Agreement - Master Site between the City of Amarillo and Potter County. The Potter County Commissioners Court will be considering approval of this Agreement on Monday, May 8th. The proposed Agreement has been reviewed by both City of Amarillo and Potter County Legal staffs.

Funding Summary
The Agreement does not establish any new expense to the City of Amarillo. The Agreement would generate revenue if Potter County exceeds 600 subscriber radios on the system.

Community Engagement Summary
The NEXGEN Radio Communications System project represents a modest impact on the whole community. The City has actively been involved in developing an Agreement with Potter County to the mutual benefit of both entities. The Agreement has been publicly discussed with Potter County officials and the Potter County Commissioners Court.

Staff Recommendation
Staff recommends the approval of the Communications System Agreement - Master Site between the City of Amarillo and Potter County and that the City Manager is authorized to execute all documents necessary to complete the Agreement.

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS

COUNTY OF POTTER

COMMUNICATIONS SYSTEM AGREEMENT

MASTER SITE USER

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Amarillo (“City” or “COA”)** acting herein by and through its duly authorized City Manager, and **Potter County (“USER”)**, acting herein by and through its duly authorized County Judge, individually referred to as a “party,” collectively referred to herein as the “parties.” The term COA or City shall include all employees, directors, officials, agents, and authorized representatives. The term **USER** shall include all employees, directors, officials, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, City owns, operates, and maintains trunked voice radio systems for the purpose of providing public safety voice radio communications and is the sole licensee of the COA trunked voice radio systems with all privileges and responsibilities thereof.

NOW THEREFORE, City and USER agree as follows:

1. GRANT OF LICENSE

City hereby grants the USER specific permission to operate its owned Motorola Solutions ASTRO® site repeater system, console system or equipment attached and/or interfaced to the COA Project 25 master site located at the Simms Municipal Building at 808 S. Buchanan St., Amarillo, Texas (the “system”) in accordance with the specific details and requirements for use

as set forth in “Exhibit A, Terms of Use,” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. TERM

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein.

3. COMPENSATION

USER shall remit payment to City in the amount and manner set forth in Exhibit A.

4. LIABILITY

Nothing in the performance of this Agreement shall impose any liability for claims against City or USER other than claims for which liability may be imposed by the Texas Tort Claims Act.

5. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, and employees, and USER, its officers, agents, employees, contractors and subcontractors. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and USER.

6. NON-APPROPRIATION OF FUNDS

City and USER will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party’s governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. RIGHT TO AUDIT

USER agrees that the City shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this Agreement at no additional cost to the City. USER agrees that the City shall have access during normal working hours to all necessary USER facilities and shall be

provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give USER reasonable advance notice of intended audits.

8. NO ASSIGNMENT

This Agreement is not assignable.

9. NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing and signed by both parties.

11. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

12. CONFIDENTIAL INFORMATION

To the extent permitted by law, USER for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. USER shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City information in any way. USER shall notify the City immediately if the security or integrity of City information has been compromised or is believed to have been compromised.

13. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems or existing contractual obligations directly related to the subject matter of this Agreement.

14. GOVERNING LAW / VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Potter County, Texas or the United States District Court for the Northern District of Texas – Amarillo Division. In any such action, each party shall pay its own attorneys’ fees, court costs and other expenses incurred as a result of the action.

15. SIGNATURE AUTHORITY

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

16. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between City and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement.

EXECUTED IN MULTIPLE ORIGINALS on this the ___ day of _____, 20__.

CITY OF AMARILLO:

POTTER COUNTY:

By: _____
Jared Miller
City Manager
Date: _____

By: _____
Nancy Tanner
County Judge
Date: _____

ATTEST:

ATTEST:

By: _____
Frances Hibbs
City Secretary

By: _____
Julie Smith
County Clerk

EXHIBIT A

CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles owned and operated by the USER that are connected to the COA master site.

“Interoperable Communications Plan” means the plan developed and established by COA to enhance and simplify radio communications among all agencies utilizing the COA public safety radio system or connecting its site repeater systems or console systems to the COA master site.

“Master Site” shall mean the hardware and software provided by COA as the core component of the Motorola Solutions ASTRO 25 radio communications system. All site repeater systems and console systems must connect to the master site.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of subscriber radio encryption keys via over-the-air, radio channel transmission.

“OTAR Administration Fee” shall mean the annual fee charged by COA to offset costs incurred by the COA in the management and support of subscriber radio encryption keys administered through the radio system’s OTAR functions.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to subscriber radios using the over-the-air data capabilities of the radio system.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two subscriber radios.

“System Upgrade Agreement Fee” shall mean the annual fee charged by COA to offset cost incurred by the City from Motorola Solutions for the maintenance of the System Upgrade Agreement applicable to the USER’s site repeater systems and console systems.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site owned and operated by the USER to be connected to the COA master site.

“Subscriber Radio” shall mean a control station (desk top radio), mobile radio, or portable radio, which has a unique identification number and is programmed to operate on the COA trunked voice radio system.

“Talk Group” shall mean a specific group of subscriber units allowed to communicate privately within that group over shared infrastructure resources.

TERMS OF USE

1. The COA shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the USER’s site repeater systems and consoles system will connect. If the USER increases its number of site repeater systems or console systems, the USER will incur all costs, if any, resulting from the expansion of capacity of the system and associated hardware and software required to accommodate the USER’s additions.
2. The COA shall execute with Motorola Solutions a System Upgrade Agreement for the system, every ASTRO 25 radio site connecting to the system, and all other hardware such as console systems that would be affected by the system upgrades. The USER is responsible for executing similar agreements for site repeater systems and console systems owned (or leased) and operated by the USER. Unless the USER is notified otherwise by COA, the software for the radio system, all site repeater systems and all console systems will be upgraded to the current level every two years. The USER will provide all reasonable coordination necessary for the upgrade of its console systems. USER acknowledges that reductions in functionality may occur during the upgrade process.
3. The COA shall provide radio IDs for all radios and dispatch consoles owned and operated by the USER. USER must provide written authorization to the COA prior to the release of the USER’s radio IDs or any other information to a third party vendor or agency.
4. The acquisition, installation and maintenance of the USER’s site repeater systems, and console systems are the responsibility of the USER unless otherwise stated in this Agreement. The USER will be responsible for managing infrastructure loading and demand of the USER’s site repeater systems.
5. USER will be responsible for the acquisition, programming, and maintenance of all equipment USER will be utilizing in connection with the radio system infrastructure, including, but not limited to, subscriber radios, consoles, and special equipment.
6. In order to ensure hardware and software compatibility with the radio system infrastructure, all subscriber radios and consoles intended for use by USER on the radio system shall be compliant with Project 25 standards established by the Telecommunications Industry Association. The use of unauthorized radios on the radio system may result in suspended operation of the radios and/or termination of the Agreement.
7. The USER is responsible for providing all network connectivity and associated hardware and software necessary to connect its site repeater systems and console systems to the system. All costs associated with provision of connectivity will be borne by the USER.
8. The COA is the holder of the FCC (Federal Communications Commission) license(s) that the radio system uses for its operation. This Agreement shall not be construed or interpreted to

grant, convey, or otherwise provide USER with any rights whatsoever to the COA FCC license(s) or to the radio frequency spectrum used by the radio system.

9. The COA makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The USER is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for USER's equipment.

10. USER shall use due diligence in the maintenance and configuration of their subscriber radio equipment to ensure that no USER radio causes a degradation to system operation. The COA shall have the right to remove from operation any field radio unit or equipment owned by USER that is operating on, attached and/or interfaced to the COA infrastructure, if such equipment is found to cause interference or harm to the system in any way. The COA will make the USER aware of any subscriber radio equipment that is subject to being removed from the system prior to being removed except for severe circumstances. The COA reserves the right to request that USER operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility. The cost of such testing or repair will be the sole responsibility of USER. Furthermore, the COA shall have the right to deactivate, without prior notification to or consent of USER, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the radio system or to the radio systems overall operation.

11. USER's radios may be used for voice radio communications over the radio system infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

12. The COA will be responsible for managing infrastructure loading and demand. COA reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new subscriber radio equipment to any user of the radio system. The COA shall have sole discretion in determining whether to allow additional users or radios based on COA's determination of whether such addition to the radio system can be made without adversely impacting the radio system.

13. USER is prohibited from utilizing telephone interconnect on the radio system. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or USER's internal phone system(s) through a console patch into the radio system or to any subscriber radio on the radio system.

14. Due to the radio infrastructure resource allocations required by "Private Call," USER is not permitted to utilize "Private Call" on the radio system.

15. USER's utilization of data communications on the radio system will be limited to the radio system's OTAP functions. Performance of data communications over the radio system is not guaranteed. For programming changes involving more than twenty subscriber radios, USER agrees to coordinate with COA prior to executing changes to minimize impact on other users and on the radio system.

16. The use of OTAR in association with subscriber radio encryption is prohibited without prior approval of COA. Administration of encryption keys will be performed exclusively by COA, unless otherwise agreed to in writing between the COA and USER. USER may utilize and administer other encryption methods as required.

17. The COA will provide USER with an Advanced System Key (ASK) for use with the USER's subscriber radios only. The ASK will be updated annually. USER will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. USER agrees to notify COA immediately upon the theft or loss of the ASK.

18. COA will assign the USER talk group IDs unique to USER operation. All talk group names shall include a prefix unique to the USER's agency. No other agency will be authorized to use USER talk groups without the express written permission of USER, and a copy of such permission must be on file with the COA before such use may occur. The COA reserves the right to require certain talk group ID's to be programmed in USER radios. Additionally, the COA shall have the right to limit the number of talk group ID's to be used by USER and to disable talk groups ID's as it deems appropriate.

19. The COA will maintain a coordinated Interoperable Communications Plan to apply to COA and the users of its radio system. USER agrees to participate in the plan and include the plan's interoperable talk groups in the programming of its subscriber radios and console systems.

20. Roaming to other systems or the use of USER's talk groups on other trunked systems that are interconnected to the radio system is prohibited without prior approval by COA. Roaming to other trunked systems will be limited to the radio system's interoperable talk groups, although this capability may be terminated by COA if its use is determined to result in performance degradation to either the radio system or the interconnected trunked system.

21. USER may utilize a Network Management Console (NMC) to manage its own environment. USER is responsible for acquiring and maintaining, at USER's sole cost, all components required to connect the NMC to the radio system. The USER's NMC must be partitioned in manner to limit access to USER's own environment only and to prevent USER from viewing, accessing, or making any changes to equipment that is not owned or leased by USER. The USER must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

22. USB ports on the USER's console systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the console systems and the radio system is the responsibility of the USER, including software, hardware and carrier services. Associated costs will be incurred by the USER. Unless otherwise approved by COA, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be

approved by the COA. USER may incur additional costs from COA for other connectivity methods.

APPLICABLE FEES

23. USER is authorized 600 subscriber radios on the system at no cost. For each subscriber radio in excess of 600, the USER shall pay the COA an Annual Subscriber Unit Fee in the amount of \$20.00 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each COA fiscal year. Further, at the beginning of each fiscal year of this Agreement, the COA may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the City in the operation and maintenance of the system. There will be no refunds or credits for radios removed from service during the fiscal year.

24. The COA may terminate this Agreement for cause upon one hundred eighty (180) days written notice to USER. For purposes of this provision the term "cause" means any breach of this agreement of which USER receives notice from the COA and which remains uncured for one hundred eighty (180) days). Additionally, the COA in its sole discretion shall have the right to deny USER access to the radio infrastructure and/or the right to terminate the Agreement immediately if USER fails to make full payment of invoiced system fees as referenced in paragraph 23 within thirty (30) days after USER's receipt of written notice that payment of such fees is delinquent. Additionally, the COA further reserves the right to terminate this Agreement immediately, or deny access to USER, upon USER misuse of the system in a way that compromises the security or functionality of the system for the COA's purposes.

COMPLIANCE WITH LAWS

25. The USER shall comply with all current and future federal, state, and local laws, ordinances, and mandates, including FCC rules and regulations regarding proper use of radio communications equipment. The USER will also comply with the guidelines, or procedures set out in this agreement. Furthermore, the USER is responsible for enforcing such compliance by its employees, volunteers, or any individual operating USER subscriber radio equipment. Furthermore, the USER will be responsible for payment of any fines and penalties levied against the COA (as the licensee) as a result of improper or unlawful use of subscriber radio equipment owned by USER.

26. In order to comply with federal, state, and local laws and/or mandates, the COA, as the licensee, may need to act on behalf of the USER regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this agreement is in force, the USER will allow the COA to facilitate such activities on USER's behalf as necessary.

[End of Document]

BOARDS AND COMMISSIONS – VACANCIES



7/11

Amarillo Local Government Corporation

03/22/2011	Les Simpson	09/30/2017	(resigned)
07/19/2016	Lisa Blake	09/30/2017	(position terminating)
09/08/2015	Randy Burkett	09/30/2017	(position terminating)

Convention & Visitor Council

03/02/2017	Suzanne Talley	09/30/18	(resigned)
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Council Audit Committee

04/12/2016	Paul Harpole	04/11/2017	(position appointment)
04/12/2016	Mark Nair	04/11/2017	(position appointment)

Council Subcommittee on Economic Development Incentive Policies and Guidelines

04/12/2016	Terry Childers	04/11/2017	(position appointment)
04/12/2016	Bob Cowell	04/11/2017	(position appointment)
04/12/2016	Elisha Demerson	04/11/2017	(position appointment)
04/12/2016	Randy Burkett	04/11/2017	(position appointment)

Planning and Zoning Commission (3-year terms)

05/14/2014	Rob Parker	05/15/2017
05/14/2014	Dean Bedwell	05/15/2017

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

06/11/2014	Chan Davidson	05/21/2017
06/08/2014	Trey Porter	05/21/2017

05/02/2017