

**AGENDAS**

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016 AT 3:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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

**WORK SESSION**

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
  - (2) Presentation and discussion of Legislative Agenda Workshop;
  - (3) Presentation and discussion on possible revisions to the Amarillo Enterprise Zone Ordinance; and
  - (4) Consider future Agenda items and request reports from City Manager.
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**REGULAR MEETING ITEMS**

**INVOCATION:** Mark Love, Central Church of Christ

**PROCLAMATION:** "WRCA Rodeo"  
"National Bible Week"

1. **MINUTES:**  
Approval of the City Council minutes of the regular meeting held on November 1, 2016.
2. **ORDINANCE NO. 7627:**  
This is the second and final reading of an ordinance creating the East Gateway Tax Increment Reinvestment Zone Number Two, City of Amarillo, Texas (the "Zone") under the provisions of Chapter 311 of the Texas Tax Code.
3. **ORDINANCE NO. 7628:**  
This is the second and final reading of an ordinance rezoning of a 43.32 acre tract of land in Section 3, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District (A) to Residential District 2 (R-2). (Vicinity: Bell Street and Attebury Drive.)
4. **RESOLUTION:**  
This resolution opposes the legislative imposition to revenue caps and other legislative interference with local services.
5. **CONSENT AGENDA:**  
It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:
  - A. **Award – Agreement for Professional Engineering Services:**  
Award to J. Shehan Engineering, P.C. -- \$204,280.00  
This agreement is for professional engineering services to include all meetings, coordination in the vicinity of the Woodlands development area, submittal review, and all items necessary to complete the design per the City of Amarillo requirements. The professional engineering services will also include expertise necessary for the preparation of bidding documents, in the form of plans and specifications for the evaluation, design and construction of the water and sewer system.

- B. Purchase – Fire Truck Pumper Style:  
Award using HGAC Contract meeting specifications  
Hall Buick GMC (Ferrara Fire Apparatus Dealer) -- \$510,147.00  
This item is the scheduled replacement of Fire Truck #6227, a 2005 American LaFrance Pumper that has reached or exceeded useable life approved in the 2016-2017 budgets. This award will be used by the City of Amarillo Fire Department for daily operational requirements.
- C. Consideration and Approval of an Economic Development Project in Support of the Development an Economic Development Strategic Plan:  
This item requests approval of an Economic Development project in support of the development of an Economic Development Strategic Plan. Specifically, the Amarillo Economic Development Corporation is requesting approval of expenditure of up to \$87,125 in support of the development of the plan. This represents one-half of the cost of professional services in the development of the plan as outlined in the agreement between the City of Amarillo, Amarillo Economic Development Corporation and Avalanche Consulting, Inc. and the related scope of services.  
  
This item will be presented at the November 8, 2016 Amarillo Economic Development Corporation Board of Directors meeting.
- D. Award of Professional Services Agreement for Consulting Services Associated with the Development of an Economic Development Strategic Plan:  
Avalanche Consulting, Inc. -- \$174,250 (\$166,250 for services, plus \$8,000 for reimbursement expenses)  
This item requests approval of an agreement for professional services with Avalanche Consulting, Inc. for the development of an Economic Development Strategic Plan. This plan will provide a comprehensive and strategic framework for the City, other economic development partners, and private business interests in the community to assist in the economic growth of the community. If approved the planning process will begin in December and is expected to conclude in June 2017 with major deliverables in early and mid-2017. The full scope of services is attached to and incorporated by reference the agreement.  
  
The cost of the services is being shared by the City and the Amarillo Economic Development Corporation.
- E. Approval – Change Order No. 1 – Job #521725: Arden Road 36” Transmission Pipeline & Pump Station Improvements:
- |                         |                 |
|-------------------------|-----------------|
| Original Contract:      | \$13,879,793.32 |
| Current Change Order:   | \$186,716.00    |
| Revised Contract Total: | \$14,066,509.32 |
- This item is to approve Change Order No. 1 to the contract with SJ Louis Construction of Texas, Ltd. for additional work.

## **PUBLIC FORUM**

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

## **MISCELLANEOUS**

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

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

Posted this 4th day of November 2016.

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

On the 1st day of November 2016, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE	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:

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

The invocation was given by Mr. Hodge, Boy Scouts. Mayor Harpole led the audience in the Pledge of Allegiance.

A proclamation was presented for "National Hospice Month."

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

ITEM 1: Mayor Harpole presented the minutes for October 25, 2016. Motion was made by Councilmember Nair to approve the minutes, seconded by Councilmember Demerson, and unanimously carried to approve the minutes.

ITEM 2: Dr. Walter Wendler, President, West Texas A&M University, affirmed WTA&M's commitment to the Amarillo community and the extended communities and the new programs that will be made available upon completion of their building. He further stated he looked forward to working together with the City, their future partnerships and productive relationships.

ITEM 3: Mayor Harpole opened a public hearing on the creation of East Gateway Tax Increment Reinvestment Zone Number Two, City of Amarillo, Texas (the "Zone") under the provisions of Chapter 311 of the Texas Tax Code and the benefits of the Zone to the City and the property in the Zone. (The general impact of the proposed Zone will be to increase the value of taxable properties through the construction of new public and private improvements.) Mr. Cowell stated this was the first official step in creating the TIRZ Number Two and there would be similar presentations with participating entities. There were no other comments. Mayor Harpole closed the public hearing.

ITEM 4: Mayor Harpole presented the first reading of an ordinance creating the East Gateway Tax Increment Reinvestment Zone Number Two, City of Amarillo, Texas (the "Zone") under the provisions of Chapter 311 of the Texas Tax Code. Mr. Cowell reminded Council that this ordinance establishes the boundaries, the name, states the financing plan, creates the board and states funding from any participating entities. He further stated this item was a 30-year term. Motion was made by Councilmember Nair, seconded by Councilmember Blake, that the following captioned ordinance be passed on first reading:

**ORDINANCE NO. 7627**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO,**  
**TEXAS: DESIGNATING A CERTAIN CONTIGUOUS GEOGRAPHIC**

AREA IN THE CITY OF AMARILLO, TEXAS THE "EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF AMARILLO, TEXAS;" CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING EFFECTIVE AND TERMINATION DATES FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE; PROVIDING A SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson and Nair; voting NO were none; Councilmember Burkett abstained; the motion carried by a 4:0:1 vote of the Council.

ITEM 5: Mayor Harpole presented the first reading of an ordinance rezoning of a 43.32 acre tract of land in Section 3, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District (A) to Residential District 2 (R-2). (Vicinity: Bell Street and Attebury Drive.) David Soto, Planner I, presented this ordinance. Motion was made by Councilmember Burkett, seconded by Councilmember Demerson, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7628

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF BELL STREET AND ATTEBURY DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 6: Mayor Harpole presented a resolution recognizing the importance of Municipal Courts, the rule of law, and the fair and impartial administration of justice; and declared November 7-11, 2016 as "Municipal Courts Week," in the City of Amarillo. Motion was made that the following captioned resolution be passed by Councilmember Nair, seconded by Councilmember Blake:

RESOLUTION NO. 11-01-16-1

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE; AND DECLARES NOVEMBER 7-11, 2016 AS "MUNICIPAL COURTS WEEK" IN THE CITY OF AMARILLO.

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

ITEM 7: Mayor Harpole presented a resolution establishes the official policy for the City of Amarillo on the renaming of City streets. Mr. Childers stated a previous workshop session discussed the absence of a policy process. This formally sets the process on how street names will be changed. This in no way changes any specific street name. Motion was made that the following captioned resolution be passed by Councilmember Blake, seconded by Councilmember Nair:

RESOLUTION NO. 11-01-16-2

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS ESTABLISHING THE OFFICIAL POLICY FOR THE RENAMING OF CITY STREETS.

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

ITEM 8: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Nair to approve the consent agenda, seconded by Councilmember

Demerson.

- A. Approval -- Appointments Public Health Authority/Medical Director:  
This item considers the appointment of Scott Milton to serve as Health Authority for Potter and Randall Counties and Dr. Thien Vo to serve as Medical Director for Public Health. This recommendation comes from the Amarillo Bi-city-County Health District Board.
- B. Approval – Change Order No. 2 – Job #521943: Hillside Terrace Estates 30" Sewer Replacement Contract 1 – Soncy Road to Arden Road Project:  
Original Contract: \$986,565.00  
Previous Change Orders: \$54,785.00  
Current Change Order: \$11,987.26  
Revised Contract Total: \$1,053,337.26
- This item is to approve Change Order No. 2 to the contract with Condie Construction Company, Inc. for additional work on the 30" sewer pipeline.
- C. Approval – Water Rights Agreement between Ezra's Old Place and the City of Amarillo:  
Parties desire to clarify Ezra's rights concerning the number of water wells that may be drilled. Ezra grants to the City a water line easement(s) over, across and under 10 feet on either side of the City's existing water lines.
- D. Approval of Payment – Tri State Fairgrounds:  
Authorization to pay \$50,000 from the Civic Center Activity Fund to fund the sponsorship payment for the American Quarter Horse 2016 Adequan Select Event.

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

ITEM 9: Mr. Childers presented the Amarillo 101 VIII graduates and recognition to: Jason Ault, Amanda Barrera, Scott Camarata; Andrew Campbell; Paul Davis; Kate Freeman; Rich Gagnon; Ana Lozoya; Adrian Meander; Risa Mullins; Tricia Plumley; Freda Powell; Chad Robins; Debbie Shields; and Judy Whitley. Mayor Harpole announced the Amarillo 101 VIII perfect attendance winner, Risa Mullins.

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

Jan Snure, 2500 Julian Boulevard, stated she and Mr. McPhail live in a historic part of Amarillo and they are having problems with vagrants. She further stated her neighbors are concerned for the safety of their children. Chad McPhail, 1501 South Travis Street, stated they would like solutions to their blight and requested a stronger police presence. James Schenck, 6216 Gainsborough Street, thanked Mayor Harpole and Mr. Childers for meeting with him and reviewing budget numbers. He further stated concerns on the City's part-time help. Councilmember Nair stated the Interim City Manager was not part-time. There were no further comments.

Mayor Harpole advised that the meeting was adjourned and the Council would go back into Closed Session then adjourn.

ATTEST:

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

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

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	November 8, 2016	<b>Council Priority</b>	Best Practices and Infrastructure
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<b>Department</b>	City Manager's Office
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## Agenda Caption

Second and Final Reading of an Ordinance Establishing the East Gateway Tax Increment Reinvestment Zone #2

This is a public hearing and first reading of an Ordinance establishing the East Gateway Tax Increment Reinvestment Zone #2, City of Amarillo Texas under the provisions of Chapter 311 of the Texas Tax Code.

## Agenda Item Summary

This item considers an Ordinance establishing a 940 acre TIRZ for the purposes of addressing infrastructure deficiencies that impede economic growth in the area and to afford opportunities to make public investments that will induce further economic growth in the area. The item establishes the TIRZ, creates the TIRZ fund, establishes the TIRZ Board and approves the Preliminary Project and Financing Plan.

The requested action follows several Council workshops and presentations. The taxing entities in the proposed TIRZ area have been provided written notice of the actions to be considered and copies of the Preliminary Project and Financing Plan.

## Requested Action

Conduct Public Hearing and approve the Ordinance establishing the TIRZ

## Funding Summary

See the TIRZ Preliminary Project and Financing Plan

## Community Engagement Summary

Individual discussions between staff and the major property owners in the area have been conducted. Workshop presentations have been conducted in public meetings, a public hearing is being conducted by the City Council, notice of the public hearing has been posted in the newspaper and presentations to taxing entities will be conducted in public meetings.

## City Manager Recommendation

Recommend approval of the proposed Ordinance

**ORDINANCE NO. 7627**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: DESIGNATING A CERTAIN CONTIGUOUS GEOGRAPHIC AREA IN THE CITY OF AMARILLO, TEXAS THE "EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF AMARILLO, TEXAS;" CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING EFFECTIVE AND TERMINATION DATES FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE; PROVIDING A SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.**

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WHEREAS, the Amarillo City Council desires to promote the development or redevelopment of a certain contiguous geographic area in the City of Amarillo, which is more specifically described in Exhibit "A" and depicted by map in Exhibit "B", this Ordinance (the "Zone"), through the creation of a new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City on October 21, 2016, which satisfies the requirement of Section 311.003(c) of the Texas Tax Code and that publication of the notice occurred not later than the seventh day before the date of the public hearing;

WHEREAS, the City is providing written notice to the governing body of each taxing unit that levies real property taxes in the Zone of (i) the City's intent to establish the Zone; (ii) a description of the boundaries of the Zone; (iii) the City's tentative plans for development of the Zone; and (iv) an estimate of the general impact of the Zone on property values and tax revenues; and

WHEREAS, the City has prepared a preliminary financing plan and project plan for the Zone and is providing a copy of that plan to the governing body of each taxing unit that levies taxes on real property in the Zone, as required by Section 311.003(b) of the Texas Tax Code; and

WHEREAS, in accordance with Section 311.003(f) of the Texas Tax Code, the City is making a single presentation to the governing body of each taxing unit that levies real property taxes in the Zone, as agreed to by such governing bodies, which presentation, among other things, includes (i) a description of the proposed boundaries of the Zone; (ii) the City's tentative plans for development of the Zone; and (iii) an estimate of the general impact of the Zone on property values and tax revenues; and

WHEREAS, on November 1, 2016 a public hearing was conducted by the City Council on the creation of the Zone and its benefits to the city and to property in the Zone, and afforded a reasonable opportunity for (i) all interested persons to speak for or against the creation of the Zone, its boundaries or the concept of tax increment financing and the creation of a board of directors for the zone and (ii) owners of real property in the Zone to protest inclusion of their property in the Zone, as required by Sections 311.003(c) and (d) of the Texas Tax Code;

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

## **Section 1. Findings**

That after reviewing all information before it regarding the establishment of the East Gateway Tax Increment Reinvestment Zone Number 2 and after conducting a public hearing regarding the creation of the Zone and its benefits to the City and to property in the Zone and affording a reasonable opportunity for (i) all interested persons to speak for or against the creation of the Zone, its boundaries or the concept of tax increment financing and (ii) owners of real property in the Zone to protest inclusion of their property in the Zone, the City Council hereby makes the following findings of fact:

- 1.1 The statements and facts set forth in the recitals of this Ordinance are true and correct. Therefore, the City has met the notice and procedural requirements set forth in Chapter 311 of the Texas Tax Code for creation of a reinvestment zone.
- 1.2 Development or redevelopment of the property in the zone as a whole has not occurred in the past and will not occur solely through private investment in the reasonable foreseeable future.
- 1.3 Improvements in the Zone, including, but not limited to those outlined to the City Council and the governing bodies of all other taxing units that levy real property taxes in the Zone, will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, its residents and property owners.
- 1.4 The Zone is a contiguous geographic area wholly within the corporate limits of the City.
- 1.5 Among other things, areas within the Zone include land that substantially impairs and arrests the sound growth of the City, retards the provision of housing accommodations and constitutes an economic liability and a deterrent to the public health and safety because of (i) a substantial number of substandard, deteriorated and deteriorating structures; (ii) the predominance of inadequate sidewalk and street layouts; (iii) faulty lot layout in relation to size, adequacy, accessibility and usefulness; (iv) unsanitary and unsafe conditions; (v) the deterioration of site and other improvements; and (vi) conditions that endanger life and property by fire or other cause. Therefore, the area within the Zone meets the criteria for designation of a reinvestment zone and satisfies the requirement of Section 311.005 of the Texas Tax Code.
- 1.6 According to the most recent appraisal roll of the City, the total appraised value of all taxable real property in the Zone and in existing reinvestment zones in the City does not exceed fifteen percent (15%) of the total appraised value of taxable real property in the City and in industrial districts created by the City, if any.
- 1.7 The Zone does not contain more than fifteen percent (15%) of the total appraised value of real property taxable by any county or school district.
- 1.8 Ten percent (10%) or less of the property in the Zone, excluding property dedicated to public use, is used for residential purposes (defined as any property occupied by a house having fewer than five living units) and such residential property does not exceed 15% of the total appraised value of real property taxable in the municipality and in industrial districts created by the city, if any.

## **Section 2. Designation of Zone**

That the City Council hereby designates the Zone as described by metes and bounds and depicted by map, both attached hereto as **Exhibit “A” and “B”** and made a part of this Ordinance for all purposes, as a reinvestment zone pursuant to and in accordance with Chapter 311 of the Texas Tax Code. This reinvestment zone shall be known as “East Gateway Tax Increment Reinvestment Zone Number Two, City of Amarillo, Texas.”

## **Section 3. Board of Directors**

A board of directors for the Zone (“**Board**”) is hereby created. The Board shall consist of nine (9) members who shall serve for terms of two (2) years each. The Board shall be appointed as follows:

- 3.1 Of these nine (9) members, each taxing unit other than the City that levies taxes on real property in the Zone may, but is not required to, appoint one (1) member to the Board. Within 60 days of the passage of this Ordinance, each taxing unit other than the City may designate to the City either the name of the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint a member. The City Council shall appoint whatever number of members is necessary to fill the remaining positions on the Board. All members appointed to the Board shall meet the eligibility requirements as set forth in Section 311.009 of the Texas Tax Code. Such members may be members of the City Council.
- 3.2 The City Council shall annually designate a member of the Board to serve as chairperson of the Board, and the Board shall elect from its members a vice chairperson or other officers as it considers appropriate.
- 3.3 The Board shall make recommendations to the City Council concerning the administration, management and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone’s project plan or financing plan.

## **Section 4. Effective Date of Zone**

That the Zone shall take effect upon the final adoption of this Ordinance and terminate on the earlier of (i) November 8, 2046 or, (ii) at an earlier termination date designated by a subsequent ordinance adopted after the effective date of this Ordinance, or (iii) the date on which all project costs, tax increment bonds and interest on those bonds have been paid in full.

## **Section 5. Determination of Tax Increment Base**

The Tax Increment Base for the Zone is \$ \_\_\_\_\_ as of January 1, 2016, which is the total appraised value of all taxable real property located in the reinvestment zone in the year of the Zone's designation.

#### **Section 6. Tax Increment Fund**

A tax increment fund for the Zone (“TIF Fund”) is hereby created and established. The TIF Fund may be divided into such accounts as may be authorized by subsequent resolution or ordinance of the City Council. The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Tax Code, plus (ii) one hundred percent (100%) of the City's tax increment, as defined by Section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment. The TIF Fund shall be maintained in an account at a depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or part from the tax increments; (ii) revenues from the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. TIF Funds will be used solely in accordance with Section 311.014 of the Texas Tax Code.

#### **Section 7. Tax Increment Agreements**

Those, pursuant to Sections 311.008 and 311.013 of the Texas Tax Code, the City Manager and City Attorney are hereby authorized to execute and deliver, for and on behalf of the City, tax increment agreements with taxing units that levy real property taxes in the Zone.

#### **Section 8. Severability**

That if any portion, section or part of a section of this Ordinance is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion, or judgment.

#### **Section 9. Effective Date**

That the establishment of the East Gateway Tax Increment Reinvestment Zone Number 2, Amarillo, Texas shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 1<sup>st</sup> day of November 2016, and PASSED on Second and Final Reading on this the \_\_\_\_\_ day of November 2016.

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Paul Harpole, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**Exhibit A**

**Metes and Bound Description**

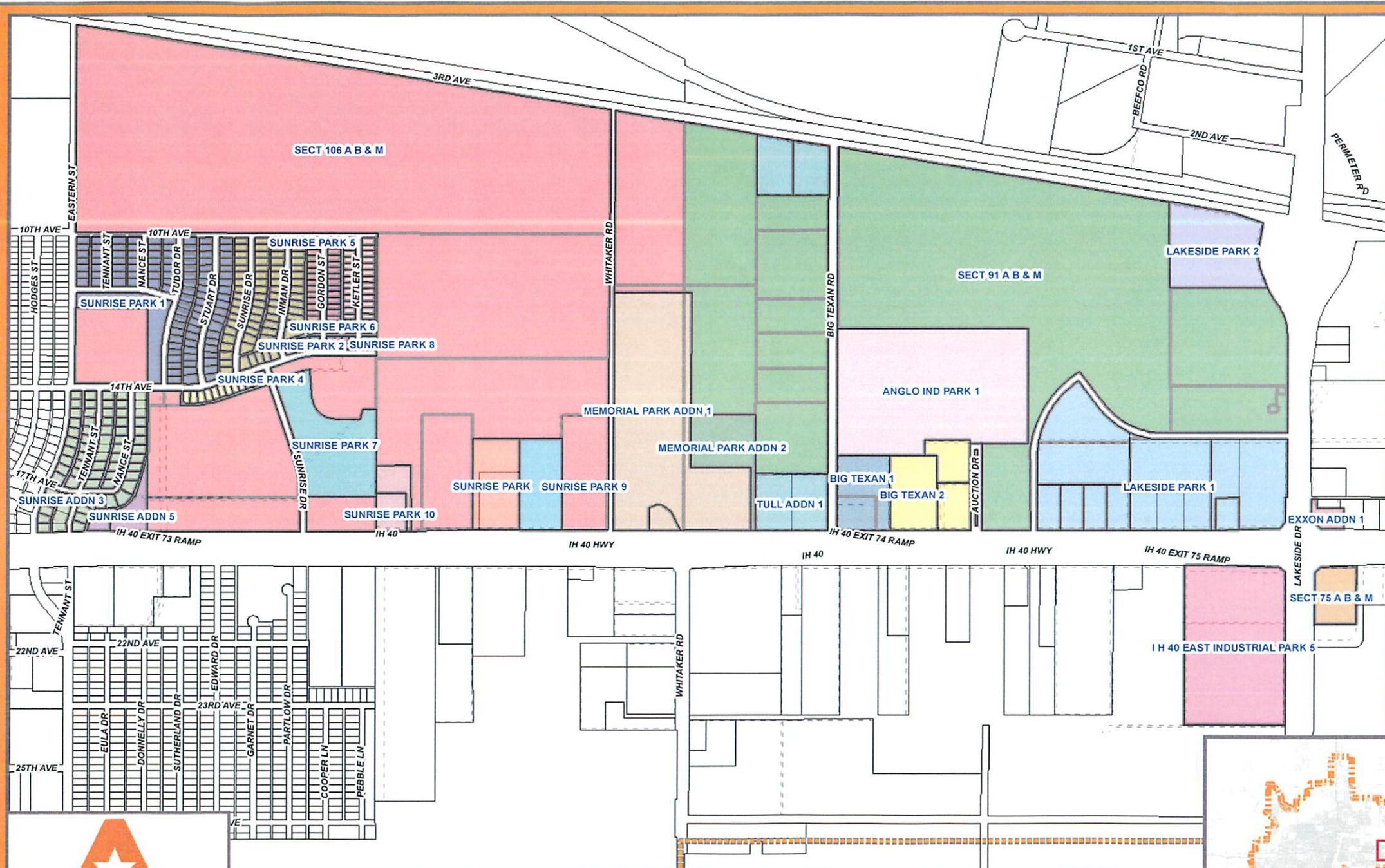
**Exhibit A**

**Map Depiction of Zone**





1" = 800'



Capital Projects and Development Engineering  
Simms Municipal Building  
PH: 806-378-3000



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

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	November 1, 2016	<b>Council Priority</b>	Community Appearance
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<b>Department</b>	Planning Department
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### Agenda Caption

Vicinity: Bell St. & Attebury Dr.

Rezoning of a 43.32 acre tract of land in Section 3, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District (A) to Residential District 2 (R-2).

### Agenda Item Summary

This tract of land is currently zoned A as a result of being annexed in 1982 and 2015 – the A district is the “holding zone” for all Amarillo annexations. This rezoning is consistent with the approved preliminary plan associated with this site, which was approved on 8/17/2016. This preliminary plan contains 11 residential phases and 8 commercial phases, of which this rezoning is associated with phase 1 of the residential development.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which indicates suburban residential land use for this area. Changing conditions in the area with an increase in development southward across Loop 335 is also consistent with this request.

Zoning to the north of Loop 335 near this location consists primarily of residential zoning districts for which this zoning request is consistent. The establishment of residential zoning districts next to agricultural districts is consistent with the reasonable transitions between zoning districts as stated in the adopted Zoning Ordinance, and in this case, residential districts are the next less restrictive zoning district from Agriculture (A).

When analyzing locations of residential development in reference to education facilities within the city and how this concept relates to the principles of neighborhoods in the adopted Comprehensive Plan, the establishment of residential developments around educational facilities is common practice, and this request is consistent with such development to occur around Randall High School and Sundown Lane Elementary School.

Based on the above analysis, it appears the request will not have any detrimental impacts on the nearby area.

### Requested Action

The applicant is requesting a change in the zoning of 43.32 acres, currently Agricultural (A), to Residential district 2 (R-2), in order to develop the next phase of the planned Pinnacle subdivision with single-family residences.

# Amarillo City Council Agenda Transmittal Memo



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**Funding Summary**

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N/A

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**Community Engagement Summary**

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The item was distributed to all applicable internal and external entities. Notices have been sent out to 2 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request, either in favor of or in opposition to the request.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its October 24, 2016 public meeting.

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**City Manager Recommendation**

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Planning Staff have reviewed the associated ordinance and exhibit and recommend the City Council approve the item as submitted.

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ORDINANCE NO. 71628

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF BELL ST. & ATTEBURY DR., RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of a 43.32 acre tract of land in Section 3, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 2.

DESCRIPTION

FIELD NOTES A 43.32 acre tract of land being a portion of a tract of land described in that certain instrument recorded in Volume 662, Page 143 of the Deed Records of Randall County, Texas, all out of Section 3, Block 9, B.S. & F. Survey, Randall County, Texas and said tract of land being further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod, found at the southwest corner of Hollywood South Unit No. 2, an addition to the City of Amarillo, according to the recorded map or plat thereof, of record in Volume 782, Page 303 of the Deed Records of Randall County, Texas;

Thence S. 89° 44' 59" E., (Directional Control GPS Observation WGS-84), 407.88 feet to the northwest and BEGINNING CORNER of this tract of land;

Thence S. 89° 44' 59" E., 530.00 feet along the south right-of-way line of Attebury Drive as dedicated by said Hollywood South Unit No. 2 to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found at the northwest corner of The Pinnacle Unit No. 1, an addition to the City of Amarillo, according to the recorded map or plat thereof, of record under Clerk's File No. 2015009533 of the Official Public Records of Randall County, Texas;

Thence S. 00° 15' 01" W., 408.86 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found at the southwest corner of said The Pinnacle Unit No. 1 and a jog corner of this tract of land;

Thence S. 89° 44' 59" E., 338.80 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found at the southeast corner of said The Pinnacle Unit No. 1 and a jog corner of this tract of land;

Thence N. 00° 15' 01" E., 408.86 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found at the northeast corner of said The Pinnacle Unit No. 1;

Thence S. 89° 44' 59" E., 781.34 feet along the south right-of-way line of said Attebury Drive to a 1/2 inch iron rod, found the southeast corner of said Hollywood South Unit No. 2 and the northeast corner of this tract of land;

Thence S. 00° 16' 33" E., 48.02 feet to the beginning of a curve to the left having a radius of 970.00 feet;

Thence Southeasterly, along said curve, an arc distance of 686.67 feet with a chord of S. 20° 33' 21" E., 672.43 feet to the end of said curve;

Thence S. 40° 50' 10" E., 182.86 feet to the beginning of a non-tangent curve to the right having a radius of 2530.00 feet and the most easterly southeast corner of this tract of land;

Thence Southwesterly, along said curve, an arc distance of 275.85 feet with a chord of S. 62° 40' 47" W., 275.71 feet to the end of said curve and the beginning of a curve to the left having a radius of 38.50 feet;

Thence Southwesterly, along said curve, an arc distance of 13.01 feet with a chord of S. 56° 07' 27" W., 12.95 feet to the end of said curve;

Thence S. 46° 26' 43" W., 24.97 feet to the beginning of a curve to the left having a radius of 38.50 feet;

Thence Southwesterly, along said curve, an arc distance of 11.08 feet with a chord of S. 38° 11' 54" W., 11.04 feet to the end of said curve and the beginning of a curve to the left having a radius of 116.50 feet;

Thence Southeasterly, along said curve, an arc distance of 158.55 feet with a chord of S. 09° 02' 13" E., 146.59 feet to the end of said curve;

Thence S. 48° 12' 04" E., 30.16 feet to a jog corner of this tract of land;

Thence S. 41° 37' 22" W., 122.00 feet to the beginning of a non-tangent curve to the left having a radius of 788.50 feet;

Thence Northwesterly, along said curve, an arc distance of 264.31 feet with a chord of N. 57° 58' 48" W., 263.07 feet to the end of said curve and the beginning of a curve to the left having a radius of 38.50 feet;

Thence Northwesterly, along said curve, an arc distance of 15.23 feet with a chord of N. 78° 54' 54" W., 15.13 feet to the end of said curve and the beginning of a curve to the right having a radius of 383.50 feet;

Thence Northwesterly, along said curve, an arc distance of 50.47 feet with a chord of N. 86° 28' 36" W., 50.43 feet to the end of said curve;

Thence N. 82° 42' 23" W., 17.90 feet to the beginning of a curve to the left having a radius of 88.50 feet;

Thence Southwesterly, along said curve, an arc distance of 33.42 feet with a chord of S. 86° 28' 36" W., 33.22 feet to the end of said curve and the beginning of a curve to the right having a radius of 2530.00 feet;

Thence Southwesterly, along said curve, an arc distance of 204.89 feet with a chord of S. 77° 58' 48" W., 204.84 feet to the end of said curve and the beginning of a non-tangent curve to the left having a radius of 1370.00 feet;

Thence Southeasterly, along said curve, an arc distance of 145.87 feet with a chord of

S. 36° 13' 15" E., 145.80 feet to the most southerly southeast corner of this tract of land;  
Thence S. 66° 20' 25" W., 98.81 feet to a jog corner of this tract of land;  
Thence S. 81° 17' 03" W., 229.49 feet to a jog corner of this tract of land;  
Thence N. 89° 44' 59" W., 142.23 feet to a jog corner of this tract of land;  
Thence S. 60° 21' 44" W., 235.03 feet to the most southerly southwest corner of this tract of land;  
Thence N. 26° 52' 22" W., 162.17 feet to a jog corner of this tract of land;  
Thence N. 31° 50' 31" W., 950.62 feet to a jog corner of this tract of land;  
Thence N. 00° 15' 01" E., 491.28 feet to the POINT OF BEGINNING.

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 3. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 4. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the \_\_\_\_ day of November, 2016 and PASSED on Second and Final Reading on this the \_\_\_\_\_ day of November, 2016.

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

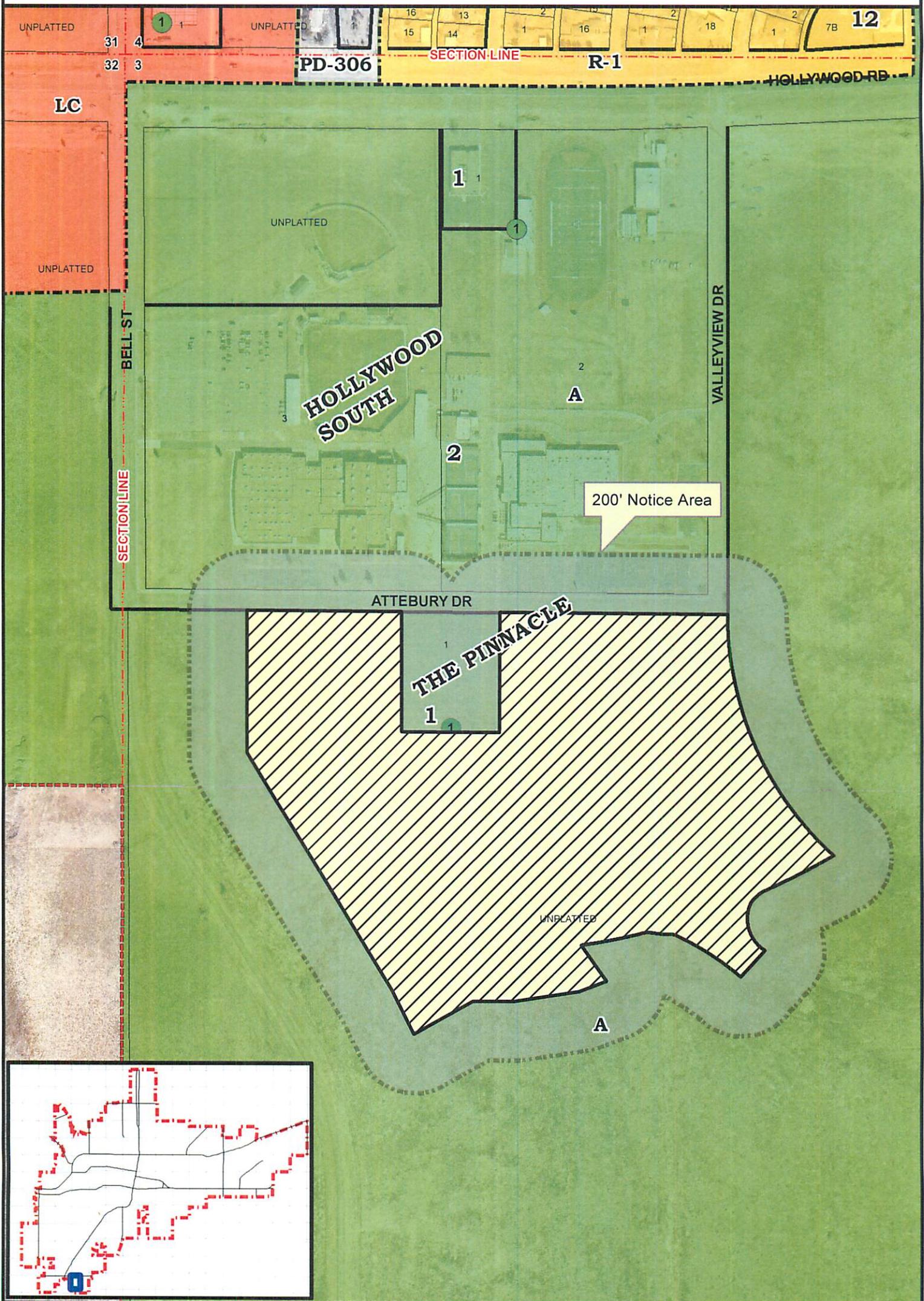
ATTEST:

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

APPROVED AS TO FORM:

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

# REZONING FROM A TO R-2



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Z-16-31 Rezoning of a 43.32 acre tract of land in Section 3, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 2.

Scale: 1" = 400'  
Date: 10-14-16  
Case No: Z-16-31



Applicant: Robert Keys

Vicinity: Bell St. & Attebury Dr.

AP: K-18



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO,  
TEXAS: A LOCAL RESOLUTION IN OPPOSITION TO  
REVENUE CAPS AND LEGISLATIVE INTERFERENCE WITH  
LOCAL SERVICES; AN EFFECTIVE DATE; PROVIDING A  
REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE.

WHEREAS, Texas Local Government Code 51.001 states, “the governing body of a municipality may adopt, publish amend or repeal and ordinance, rule or police regulation that is for the good government, peace, or order of the municipality... and is necessary for carrying out a power granted by law to the municipality or to an office or department of the municipality”; and

WHEREAS, during the 84<sup>th</sup> Legislative Session bills were introduced to cap the amount of property tax revenue cities can collect each year in an expressed effort to reduce the property tax burden on homeowners and businesses; and

WHEREAS, it is likely that similar legislation will be introduced in the 85<sup>th</sup> Legislative Session; and

WHEREAS, currently, if a Texas city increases property tax collections by more than eight percent over the previous year, voters can petition for an election to rollback the increase – ensuring local direction related to large increases; and

WHEREAS, bill were introduced to replace that eight percent “rollback rate” with a hard cap of four percent and require mandatory elections on an increase over four percent – all with the expressed claim that this would provide property tax relief; and

WHEREAS, according to the State Comptroller’s latest survey of property tax rates in the 1,002 cities in Texas, 67 percent of cities raised their property taxes by less than four percent from 2012 to 2013 and 37 percent of cities actually reduced their property taxes; and

WHEREAS, this means property owners in at least 669 Texas cities would have seen no reduction in their city property taxes if the four percent cap had been in effect; and

WHEREAS, a 4% tax increase on a \$128,900 (Texas Median Home Value via 2013 American Community Survey) home in a city with a \$0.5186 Ad Valorem Tax Rate (TML Reported Average Property Tax Survey – 2016 – 526 reporting) translates to only a \$28.90 annual (2.41 monthly) increase on a household; and

WHEREAS, such savings to individual taxpayers would be miniscule or non-existent, however a four percent cap could result a loss in vital cit services; and

WHEREAS, the reduction of city services related to increased cost and stagnant income pose a health and safety threat to the residents of Texas for years to come; and

WHEREAS, state law lists 36 functions of local governmental responsibility including police protection, fire protection, health and sanitation, street construction and maintenance, transportation systems, jails, emergency services, and public utilities including water & sewer; and

WHEREAS, restrictions on the ability of local elected officials to meet local needs expressed by local citizens centralizes authority and restricts local autonomy; and

WHEREAS, cities must retain the autonomy to establish locally developed budgets and associated Ad Valorem tax rates at their discretion to meet the requirements of Texas Local Government Code 51.001; and

WHEREAS, the City Council of the City of Amarillo finds that the most appropriate way to protect its citizens is through the establishment of a locally developed budget and Ad Valorem tax rate establishment process without undue restrictions imposed by the Texas Legislature.

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

THAT:

1. Imposing a revenue cap on cities (a) does not provide meaningful tax relief; (b) robs cities of the ability to meet local needs; and (c) diverts attention from other taxing entities; and
2. The City Council opposes the legislative imposition of a revenue cap and other legislative interference with local services; and
3. The City Council feels it is necessary to establish Ad Valorem Tax Rates locally without a revenue cap to meet health and safety needs of residents locally through the provision of statutorily required and allowable activities.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

A



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	November 8 <sup>th</sup> , 2016	<b>Council Priority</b>	Infrastructure Initiative
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<b>Department</b>	Capital Projects & Development Engineering
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### Agenda Caption

Award of Contract – Agreement for Engineering Services in the amount of \$204,280.00 with J Shehan Engineering, P.C. for the design and preparation of plans for construction of water and sewer system and appurtenances in the Woodlands Development area in Potter County.

### Agenda Item Summary

Award of Contract – Agreement for Engineering Services is for professional engineering services to include all meetings, coordination, submittal review, and all items necessary to complete the design per the City of Amarillo requirements. The professional engineering services will also include expertise necessary for the preparation of bidding documents, in the form of plans and specifications for the evaluation, design and construction of the water and sewer system.

### Requested Action

Consider and approval of Agreement for Engineering Services

### Funding Summary

Approval for funding is available in Project Number 522112.

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval.

## **AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas (“OWNER”) and J Shehan Engineering, P.C. (“ENGINEER”). OWNER hereby engages ENGINEER to perform the following professional services on certain properties located in Potter County.

OWNER hereby engages ENGINEER to perform the following professional engineering services for the evaluation, design and preparation of plans for construction of the OWNER’S water and sewer system for optimal location for pressure reducing valves for existing and future development in the Woodlands Subdivision located in Potter County (“Project”).

The Scope of Work is more particularly set forth in the proposal letter dated September 29, 2016 from ENGINEER attached as Exhibit “A” to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit “A” and this Agreement, the terms of this Agreement will govern.

### I.

ENGINEER agrees to accept as payment for the Project fees for the Design Phase, Bidding Phase and Construction Contract Administration Phase as shown in the attached Exhibit “A” to this Agreement and by this reference made a part of the Agreement.

### II.

ENGINEER will submit monthly billings based on the design and construction progress of the Project. ENGINEER’s billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

### III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER’S representative for purposes of this Agreement shall be Floyd Hartman, Director of Capital Projects and Development Engineering or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project as detailed 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. ENGINEER will provide any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER’S specific written authorization, verification and adaption will be at OWNER’S risk and without any liability on behalf of ENGINEER. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

**XII.**

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

**XIII.**

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

**XIV.**

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

**XV.**

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

**XVI.**

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

Attention: J Shehan Engineering, P.C.  
Joseph W. Shehan  
P.O. Box 150  
Canyon, Texas 79105  
Telephone: (806) 557-4090  
Fax:  
Email: [jshehan@jse-ce.com](mailto:jshehan@jse-ce.com)

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

Attention: Floyd Hartman  
P.O. Box 1971  
Amarillo, Texas 79105-1971  
Telephone: (806) 378-9086  
Fax: (806) 378-3027  
E-Mail: floyd.hartman@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 an e-mail and mailed, or e-mailed to the address or number stated in this Agreement.

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

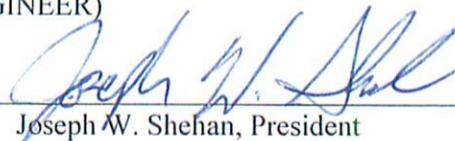
CITY OF AMARILLO  
(OWNER)

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

By: \_\_\_\_\_  
Bob Cowell, Deputy City Manager

Date: \_\_\_\_\_

J SHEHAN ENGINEERING, P.C.  
(ENGINEER)

By:   
Joseph W. Shehan, President

Date: Oct. 26, 2016

*J Shehan Engineering, P.C.*

PO Box 150

Canyon, Texas 79015

Phone No.: 806-557-4... Fax No.: 806-557-4091

E-mail: jshehan@jse-ce.com



# JSE Fee Proposal

Date	Estimate No.
10/21/2016	16-0038

Name / Address
City of Amarillo Floyd Hartman PO Box 1971 Amarillo, TX 79105-1971

Account No.:	M-03-16-0037
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<b>Project:</b>	16-0038 Woodlands Sewer & Water PRVs			
	<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
	<p>REVISED with Hourly Rates then add 2,000 feet south of Loop Pressure Reducing Valves Professional Engineering Services rendered for: Evaluate Water system for the optimal location for pressure reducing valves for existing and future development in the Woodlands. JSE anticipates 3 to 4 pressure reducing valve locations. Provided at the lump sum amount.</p> <p>Professional Engineering Services rendered for: Design pressure reducing valve detail and prepare plans for construction. Provided at the lump sum amount.</p> <p>Subtotal - \$5,300</p>	1	2,500.00	2,500.00
	<p>Sewer Main Extension Professional Engineering Services rendered for: Evaluate and prepare 60 percent preliminary layout of approximately 3,720 linear feet of sanitary sewer with depth of cover at the creek of approximately 6 feet and provide sewer access from both sides of the creek with specifications. See attached layouts. Provided at the lump sum amount</p>	1	2,800.00	2,800.00
	<p>Professional Engineering Services rendered for: Evaluate and prepare 60 percent preliminary layout of approximately 2,000 linear feet of sanitary sewer with depth of cover at the creek of approximately 6 feet and provide sewer access from both sides of the creek with specifications. Provided at the lump sum amount</p>	1	21,000.00	21,000.00
	<p>Professional Engineering Services rendered for: Evaluate and prepare 60 percent preliminary layout of approximately 2,000 linear feet of sanitary sewer with depth of cover at the creek of approximately 6 feet and provide sewer access from both sides of the creek with specifications. Provided at the lump sum amount</p>	1	11,000.00	11,000.00
We value your trust. Thank you for your business.		<b>Total</b>		

*J Shehan Engineering, P.C.*

PO Box 150

Canyon, Texas 79015

Phone No.: 806-557-4... Fax No.: 806-557-4091

E-mail: jshehan@jse-ce.com



# JSE Fee Proposal

Date	Estimate No.
10/21/2016	16-0038

Name / Address
City of Amarillo Floyd Hartman PO Box 1971 Amarillo, TX 79105-1971

Account No.:	M-03-16-0037
--------------	--------------

<b>Project:</b>	16-0038 Woodlands Sewer & Water PRVs			
	<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
	Professional Engineering Services rendered for: Surveying for the approximately 3,720 linear feet of sanitary sewer extension and the general area at pressure reducing valves locations. Provide construction and sanitary sewer descriptions and field staking of pipeline easement. Provide written description of easements for use with City legal to prepare easements to be signed by City and Landowner(s). Set control points for contractor construction staking at 1,000 feet intervals. Provided at the lump sum amount	1	37,500.00	37,500.00
	Professional Engineering Services rendered for: Surveying for the approximately 2,000 linear feet of sanitary sewer extension and the general area at pressure reducing valves locations. Provide construction and sanitary sewer descriptions and field staking of pipeline easement. Provide written description of easements for use with City legal to prepare easements to be signed by City and Landowner(s). Set control points for contractor construction staking at 1,000 feet intervals. Provided at the lump sum amount	1	15,000.00	15,000.00
	JSE will subconsult with Amarillo Testing and Engineering for Geotechnical Services including 8 borings, 32 Atterberg Limits, 4 unconfined comp. strength, 3 Expansion index testing with report.	1	10,925.00	10,925.00
	JSE will subconsult with Amarillo Testing and Engineering for Geotechnical Services including 4 borings, 16 Atterberg Limits, 2 unconfined comp. strength, 2 Expansion index testing with report.	1	5,500.00	5,500.00
	Professional Engineering Services rendered for: Address 60 percent comments and prepare 90 percent plan set with specifications. Provided at the lump sum amount	1	25,675.00	25,675.00
We value your trust. Thank you for your business.		<b>Total</b>		

*J Shehan Engineering, P.C.*

PO Box 150

Canyon, Texas 79015

Phone No.: 806-557-4... Fax No.: 806-557-4091

E-mail: jshehan@jse-ce.com



# JSE Fee Proposal

Date	Estimate No.
10/21/2016	16-0038

Name / Address
City of Amarillo Floyd Hartman PO Box 1971 Amarillo, TX 79105-1971

Account No.:	M-03-16-0037
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<b>Project:</b>	16-0038 Woodlands Sewer & Water PRVs			
	<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
	Professional Engineering Services rendered for: Work with City staff to acquire a TxDOT Utility permit for construction under NW Loop 335. Provided at the lump sum amount	1	4,500.00	4,500.00
	Professional Engineering Services rendered for: Address 90 percent comments and prepare final plans with specifications. Provided at the lump sum amount	1	11,000.00	11,000.00
	Professional Engineering Services rendered for: Prepare a large site storm water pollution prevention plan with best management practices, and coordination with City Staff and TCEQ. Provided at the lump sum amount	1	32,000.00	32,000.00
	Professional Engineering Services rendered for: Assist during bidding, prepare addenda, review bids and make recommendation. Provided at the lump sum amount	1	3,500.00	3,500.00
	Professional Engineering Services rendered for: Provide construction period services during construction of 3,720 linear feet at the attached hourly rates, anticipated amount for budgeting. Includes construction progress meetings with minutes as often as once a week depending on construction progress and critical elements.	1	14,880.00	14,880.00
	Professional Engineering Services rendered for: Provide construction period services during construction of 2,000 linear feet at the attached hourly rates, anticipated amount for budgeting. Includes construction progress meetings with minutes as often as once a week depending on construction progress and critical elements.	1	6,500.00	6,500.00
	Subtotal \$159,480			
We value your trust. Thank you for your business.		<b>Total</b>		

*J Shehan Engineering, P.C.*

PO Box 150

Canyon, Texas 79015

Phone No.: 806-557-4... Fax No.: 806-557-4091

E-mail: jshehan@jse-ce.com



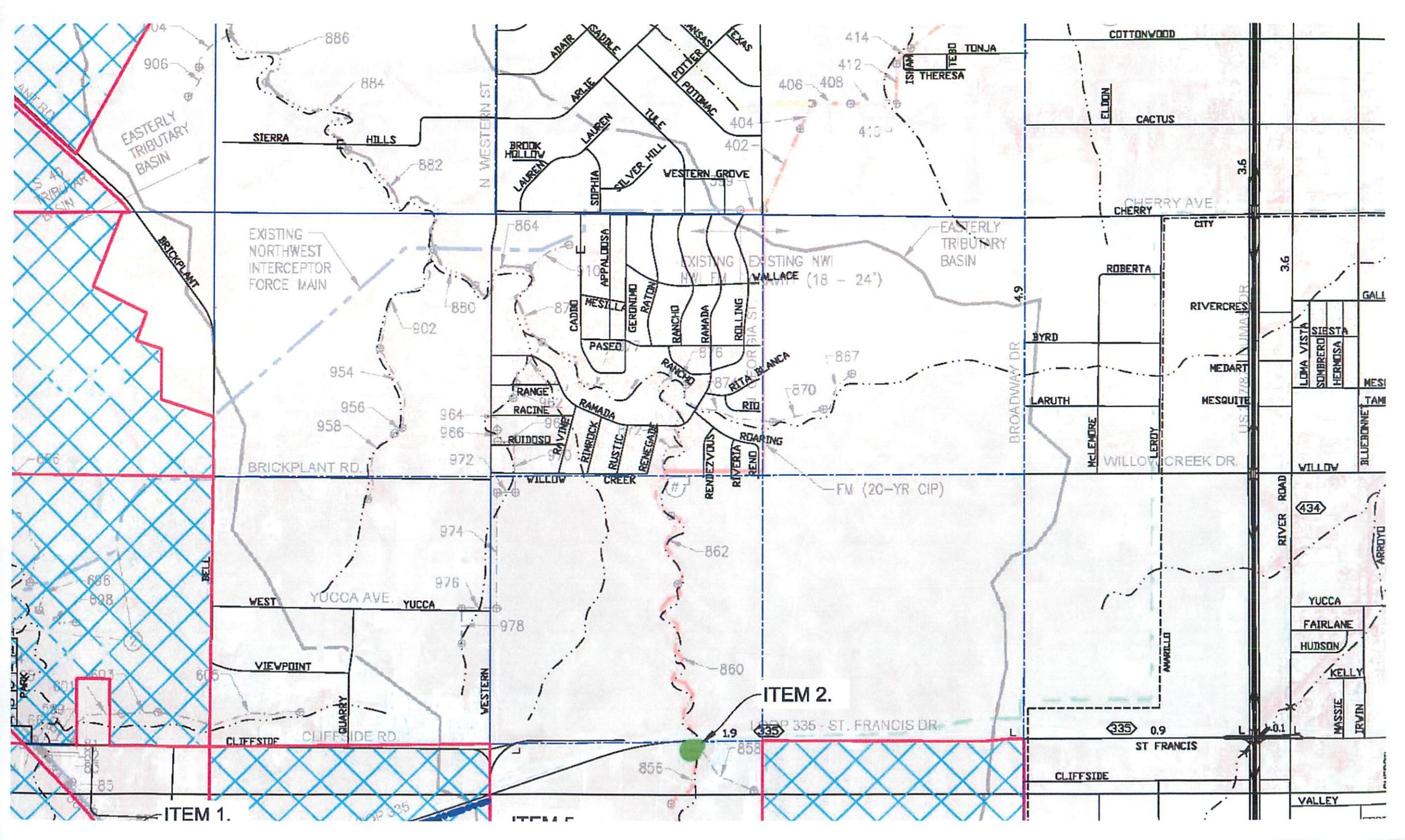
# JSE Fee Proposal

Date	Estimate No.
10/21/2016	16-0038

Name / Address
City of Amarillo Floyd Hartman PO Box 1971 Amarillo, TX 79105-1971

Account No.:	M-03-16-0037
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<b>Project:</b>	16-0038 Woodlands Sewer & Water PRVs			
	Description	Qty	Rate	Total
	J Shehan Engineering, P.C. Hourly Rate Schedule Effective 01-01-16  Firm Principal - \$ 225.00  Senior Licensed Engineer (P.E.) - \$ 210.00  Licensed Engineer (P.E.) - \$ 180.00  Engineer-In-Training (E.I.T.) - \$ 125.00  Engineering Technician I - \$ 110.00  Engineering Technician II - \$ 95.00  CAD Technician I - \$ 85.00  CAD Technician II - \$ 80.00  Engineering Student Intern I - \$ 55.00  Administrative Staff - \$ 45.00			
We value your trust. Thank you for your business.		<b>Total</b>		\$204,280.00



04

906

886

884

SIERRA HILLS

882

N WESTERN ST

BROOK HOLLOW

LAUREN

SOPHIA

SILVER HILL

WESTERN GROVE

404

402

406

408

410

414

412

COTTONWOOD

CACTUS

CHERRY AVE

3.6

EXISTING NORTHWEST INTERCEPTOR FORCE MAIN

EXISTING NW WALLACE (18 - 24')

EASTERLY TRIBUTARY BASIN

ROBERTA

3.6

RIVERCREAK

GALL

864

870

870

954

956

958

964

966

972

BRICKPLANT RD.

CADDO

MESILLA

GERONIMO

RAISON

RANCHO

RAMADA

ROLLING

RANGE

RACINE

RAMADA

RANCHO

RITA BLANCA

RID

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870

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ITEM 1.

ITEM 2.

1.9

335 - ST. FRANCIS DR.

ST FRANCIS

0.9

CLIFFSIDE

0.1

VALLEY

434

WILLOW

MES

HERNOSA

SIESTA

LOMA VISTA

GALL

RIVERCREAK

CITY

CHERRY

ELDON

TONJA

ISABEL

THERESA

WESTERN GROVE

# Amarillo City Council Agenda Transmittal Memo



B

<b>Meeting Date</b>	11/8/2016	<b>Council Priority</b>	Infrastructure Initiative
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<b>Department</b>	Fleet Services
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## Agenda Caption

Purchase – Fire Truck, Pumper Style.

Award using HGAC Contract meeting specifications:

Hall Buick GMC ( Ferrara Fire Apparatus Dealer )	\$510,147.00
Total Award \$510,147.00	

This item is the scheduled replacement of Fire Truck 6627, 2005 American LaFrance Pumper that has reached or exceeded useable life approved in the 2016-2017 budgets. This award will be used by the City of Amarillo Fire Department for daily operational requirements.

## Agenda Item Summary

Scheduled replacement of Unit 6627, 2005 American LaFrance Pumper. Purchased thru HGAC contract #FS12-15. Contract purchase allows for consistency of fire fleet to insure training and maintenance requirements of critical equipment. Contract purchase also allows for additional governmental pricing and quicker delivery times.

## Requested Action

Approval

## Funding Summary

Fleet Services Auto Rolling Stock, account 61120.84100 request total award \$510,147.00  
Beginning fund \$4,664,300.00 remaining account balance \$4,154,153.00

## Community Engagement Summary

Consistency of Fire Fleet insures community safety

## City Manager Recommendation

City staff recommends approval

Bid No. 5605 FIRE TRUCK PUMPER  
Opened 4:00 p.m. October 31, 2016

To be awarded as one lot HALL BUICK PONTIAC GMC

Line 1 Trucks, Fire protection and crash  
rescue 2005 Alf Pumper, per  
specifications

1 ea		
Unit Price	\$563,147.000	
Extended Price		563,147.00

Line 2 Shipping, handling & misc fees:  
HGAC contract F512-15 fee, per  
specifications

1 ea		
Unit Price	\$2,000.000	
Extended Price		2,000.00

Line 3 Shipping, Handling & misc fees:  
discount, per specifications

1 ea		
Unit Price	(\$55,000.000)	
Extended Price		(55,000.00)

Bid Total 510,147.00

Award by Vendor 510,147.00

# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	November 8, 2016	<b>Council Priority</b>	Best Practices
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<b>Department</b>	City Manager's Office
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### Agenda Caption

Consideration and Approval of an Economic Development project in support of the development of an Economic Development Strategic Plan

### Agenda Item Summary

This item requests approval of an Economic Development project in support of the development of an Economic Development Strategic Plan. Specifically, the Amarillo Economic Development Corporation is requesting approval of expenditure of up to \$87,125 in support of the development of the plan. This represents one-half of the cost of professional services in the development of the plan as outlined in the Agreement between the City of Amarillo, the Amarillo Economic Development Corporation and Avalanche Consulting, Inc. and the related scope of services.

This item will be presented at the November 8, 2016 Amarillo Economic Development Corporation Board of Directors meeting.

### Requested Action

Approve the economic development project and associated funding.

### Funding Summary

The requested funding (\$87,125) represents one-half of the total costs of the services provided in the development of the economic development strategic plan and is available in the current AEDC budget.

### Community Engagement Summary

Plan development will include extensive community engagement and is detailed in the scope of services attached to the agreement for services.

### City Manager Recommendation

Recommend approval of the proposed Economic Development project.

# Amarillo City Council

## Agenda Transmittal Memo



D

<b>Meeting Date</b>	November 8, 2016	<b>Council Priority</b>	Best Practices
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<b>Department</b>	City Manager's Office
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### Agenda Caption

Award of Professional Services Agreement for consulting services associated with the development of an Economic Development Strategic Plan.

Avalanche Consulting, Inc. - \$174,250 (\$166,250 for services plus \$8,000 for reimbursable expenses)

### Agenda Item Summary

This item requests approval of an agreement for professional services with Avalanche Consulting, Inc. for the development of an Economic Development Strategic Plan. This plan will provide a comprehensive and strategic framework for the City, other economic development partners, and private business interests in the community to assist in the economic growth of the community. If approved the planning process will begin in December and is expected to conclude in June 2017 with major deliverables in early and mid 2017. The full scope of services is attached to and incorporated by reference the agreement.

The cost of the services is being shared by the City and the Amarillo Economic Development Corporation.

### Requested Action

Approve the agreement with Avalanche Consulting, Inc.

### Funding Summary

Total cost of services is \$174,250 with one-half paid through funds provided by the Amarillo Economic Development Corporation and the other half through funds budgeted by the City of Amarillo.

### Community Engagement Summary

Plan development will include extensive community engagement and is detailed in the scope of services attached to the agreement for services.

### City Manager Recommendation

Recommend approval of the proposed Agreement for Services

## **AGREEMENT FOR PROFESSIONAL SERVICES ECONOMIC DEVELOPMENT STRATEGY**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is made and entered into this 8<sup>th</sup> day of November 2016, by and between **AVALANCHE CONSULTING, INC.** (the "Contractor"), a Texas for-profit corporation, and the **CITY OF AMARILLO** and **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (collectively, the "Client"), a Texas municipality and a Texas nonprofit corporation. The Contractor and the Client may be referred to individually as "Party" and collectively as the "Parties."

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

### **I. SCOPE AND SCHEDULE OF WORK**

**A.** Except as supplemented or revised hereby, the CONTRACTOR agrees to perform those services described in its proposal to the CLIENT dated October 21, 2016, a copy of which is attached hereto as Appendix B and incorporated herein (the "Proposal"). The full set of services includes:

1. Phase 1: Discovery
  - Talent Retention & Workforce Alignment
  - Economic & Demographic Data Analysis
  - Visioning & Consensus Building (Workshops, Interviews, and Focus Groups)
  - Community & Business Survey
  - SWOT Analysis
  - Real Estate & Tax Generation Assessment
  - Target Industry Updates & Profiles
  
2. Phase 2: Economic Development Strategy
  - Vision & Goals
  - Strategic Recommendations
  - Capacity Building & Organizational Recommendations
  - Incentive Structure Analysis & Recommendations
  - Best Practice Profiles
  - Implementation Plan & Metrics
  - Presentation of Findings
  - Implementation Training Sessions
  
3. Over the course of the project, the CONTRACTOR agrees to make four scheduled trips to visit the CLIENT.

(Collectively the "Project").

Within 10 business days of receipt of the CONTRACTOR's draft report, the CLIENT shall provide the CONTRACTOR with the CLIENT's comments thereto, if any, and CONTRACTOR shall promptly thereafter make appropriate revisions and resubmit to CLIENT. The CLIENT may provide one more round of additional comments thereto, if any, within 10 business days of receipt of a resubmitted draft, and the CONTRACTOR shall promptly make appropriate revisions and deliver a final written economic development plan to the CLIENT.

- B.** All obligations and services of the CONTRACTOR undertaken pursuant to this Agreement shall be performed in good faith, diligently, and completely in accordance with the CONTRACTOR'S professional standards of conduct and performance, and to the satisfaction of the CLIENT.
- C.** This Agreement shall be valid immediately upon the CONTRACTOR's receipt of the signed Agreement, and all final deliverables shall be completed no later than May 31, 2017, unless otherwise mutually agreed upon by the Parties.

## **II. COMPENSATION AND PAYMENT**

- A.** As detailed in the attached budget breakdown, total compensation to be paid the CONTRACTOR for services provided under this Agreement shall be \$174,250 plus expenses. Expenses will not exceed \$8,000 and will include the cost of data acquisition for Amarillo and its benchmarks as well as travel expenses for all trips. Such payment shall be the total compensation for all work performed under this Agreement.
- B.** The CONTRACTOR shall be paid according to the following schedule:
  - 1. \$24,890 will be due upon contract signing
  - 2. Equal payments of \$24,890 plus to-date expenses will be paid on the first of the month in December 2016, January 2017, February 2017, and March 2017, April 2017
  - 3. One final payment of \$24,910 plus final expenses will be due upon successful completion of the project

The CONTRACTOR shall submit an original written invoice with necessary and appropriate supporting documentation (including any documentation reasonably requested by the CLIENT) for each applicable payment. The CLIENT shall pay all invoices within 30 days of receipt.

- C.** The CLIENT may withhold payment to the CONTRACTOR for any work not completed to the CLIENT's sole satisfaction and for which the CLIENT notifies the CONTRACTOR in writing of such problems along with a reasonable time to cure such deficiency. Such withholding shall last until such time as the CONTRACTOR

modifies such work to the reasonable satisfaction of the CLIENT as set out in the written notice of deficiency.

### **III. TERMINATION OF AGREEMENT**

- A.** The CLIENT may suspend this Agreement, at its discretion, upon 30 days advance, written notification to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for services or expenses incurred up to the date of suspension shall be due upon notification. The CONTRACTOR shall resume performance of services under this Agreement without delay when the suspension period ends. Notwithstanding the foregoing, if the period of suspension exceeds 60 days, then the CLIENT may terminate this Agreement with no further liability except for any reimbursement amounts described above.
  
- B.** Neither Party shall be considered to be in default in the performance of this Agreement to the extent that performance is substantially prevented or delayed by force majeure (e.g., fire, flood, acts of God, war, terrorist acts, strike, or intervention of any government authority) or any cause that is beyond the reasonable control of the affected party; provided that the affected Party provide prompt written notice thereof to the other Party. Should such conditions or consequences cause delays in performance hereunder exceeding 60 days, then the non-affected Party shall have the right to terminate this Agreement upon written notice to the other Party.
  
- C.** Except as otherwise provided for herein, either Party may terminate this Agreement for Cause (as defined below) without waiving any other rights it may have in law or in equity, if such Cause remains uncured for thirty (30) days following written notice to the non-terminating Party. For purposes of this Agreement, "Cause" shall mean: (a) a Party commits a material breach of this Agreement; (b) a Party ceases to operate or otherwise abandons its business; (c) there shall be filed against a Party any petition for any relief under the bankruptcy laws now or hereafter in effect or any proceeding shall be commenced with respect to such Party under any insolvency, readjustment of debt, reorganization, dissolution, liquidation or similar law or statute of any jurisdiction now or hereafter in effect (whether at law or in equity); or (d) a Party is dissolved.
  
- D.** Upon the termination of this Agreement for any reason other than For Cause by CONTRACTOR, the CLIENT shall pay the CONTRACTOR any undisputed fees and amounts due and outstanding as of the date of such termination and the CONTRACTOR shall immediately deliver to the CLIENT any Work Product (as defined herein) relating to the Project or otherwise prepared or developed hereunder. All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the CLIENT shall remain the exclusive property of the CLIENT. The CONTRACTOR shall not retain any copies of the foregoing without the CLIENT's

prior written permission. Upon the termination of this Agreement, the CONTRACTOR shall immediately deliver to the CLIENT all such files, records, documents, specifications, information (including any items of Confidential Information), and other items in its possession or under its control.

#### **IV. CONTRACT ADMINISTRATION AND MANAGEMENT**

- A.** The CLIENT shall have primary responsibility for administering and approving services to be performed by the CONTRACTOR.
- B.** Upon request, the CONTRACTOR shall provide the CLIENT with updates pertaining to the progress of work and services undertaken pursuant to this Agreement.
- C.** At all times during the term of this Agreement, the CONTRACTOR and the CLIENT shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- D.** The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Agreement, the CONTRACTOR's Proposal, or any compensation due hereunder without the prior written consent of the CLIENT.
- E.** The CLIENT shall be the owner of all Work Product generated by the CONTRACTOR pursuant to this Agreement, and the CONTRACTOR shall not use such Work Product for any other client, without written permission from the CLIENT, which may be withheld in the CLIENT's sole discretion.

#### **V. INDEPENDENT CONTRACTOR STATUS**

- A.** The CONTRACTOR is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the CLIENT. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Except as otherwise provided herein, neither Party shall have the power to obligate or bind the other Party. Personnel supplied by each Party shall work exclusively for that Party and shall not, for any purpose, be considered employees or agents of any other Party.
- B.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the CONTRACTOR'S status as an independent contractor.

- C. This Agreement shall be for the sole benefit of the Parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either Party hereto.

## **VI. INDEMNIFICATION**

- A. The CONTRACTOR agrees to indemnify, defend and hold harmless the CLIENT, and the CLIENT's officers, directors, agents and employees, from and against all claims and damages, including costs and attorney's fees, arising from CONTRACTOR's actions taken pursuant to the terms of this Agreement or in any way pertaining to the CONTRACTOR's performance or breach of this Agreement.
- B. These indemnification provisions and liability limits shall survive the termination of this Agreement.
- C. A waiver or failure by either Party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

## **VIII. NONDISCRIMINATION**

At all times during the term of this Agreement, the CONTRACTOR shall comply with all federal, state, and local laws and policies regarding nondiscrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

## **IX. CONFLICT OF INTEREST**

No Board member, officer, or employee of the CLIENT, nor any member of the immediate family of any such Board member, officer or employee as defined by applicable Texas law, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. At all times during the term of this Agreement, the CONTRACTOR shall comply with all federal and state conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the CLIENT or any affiliate or related organization which will conflict in any manner or degree with the performance of the CONTRACTOR's services and obligations hereunder.

## **X. CONFIDENTIAL INFORMATION**

- A. As used herein, the term "Confidential Information" may include, without limitation, descriptions of the CLIENT's strategic and business plans, the identity of one or more other parties with whom the CLIENT does business, descriptions of the

CLIENT's business operations, financial projections, descriptions of the CLIENT's computer systems, networks, strategies, operations, and billing and receivable operations, software, technical systems, marketing and operational procedures and strategies, client lists, marketing techniques, channels of distribution, trade secrets, names of creditors or partners, market projections, models and other confidential and proprietary information relating to the business and operations of the CLIENT. Any such information disclosed by the CLIENT to the CONTRACTOR or known by the CONTRACTOR as a consequence of or through its association with the CLIENT (including information conceived, originated, discovered or developed by the CONTRACTOR), whether provided before or after the date of this Agreement, whether oral or written, and regardless of the form of communication or the manner in which it is furnished, is also deemed to be Confidential Information.

- B.** At all times hereafter, the CONTRACTOR shall hold all of the Confidential Information in strict confidence, and except with the prior written consent of the CLIENT, shall not disclose or reveal such Confidential Information to any third person(s).
- C.** In the event that the CONTRACTOR is required by applicable law or regulation or by legal process (which requirement shall not have been caused by the acts of the CONTRACTOR) to disclose any Confidential Information or any other information concerning the CLIENT, the CONTRACTOR agrees that it shall provide the CLIENT with prompt notice of such request or requirement in order to enable the CLIENT to seek an appropriate protective order or other remedy.
- D.** The CONTRACTOR agrees that all Confidential Information developed or generated wholly or partially by the CONTRACTOR during its association with the CLIENT, including all intermediate and partial versions thereof ("Work Product"), whether or not protected by copyright, is the property of the CLIENT.

#### **XI. INTERPRETATION AND VENUE; MISCELLANEOUS**

- A.** The execution, validity, interpretation and implementation of this Agreement as well as the settlement of disputes arising from or in connection with this Agreement shall be governed by the laws of the State of Texas without giving effect to principles of conflict of laws.
- B.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement shall remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- C.** This Agreement, including the attachments hereto, constitutes the complete and final agreement of the Parties, replaces and supersedes all oral and/or written

proposals and agreements heretofore made on the subject matter of this Agreement, and may be modified only by a writing signed by both Parties.

- D. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either Party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.
- E. Any provisions in this Agreement that require survival beyond the termination of this Agreement in order to give them meaningful effect shall survive.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
- G. In the event that a dispute or controversy arises between the Parties out of or in connection with this Agreement, either Party shall formally notify the other Party in writing of the substance of the dispute or the controversy and the Parties shall endeavor, in good faith, to reach an amicable settlement of the dispute through friendly negotiations. If an amicable solution cannot be reached within 30 days from the date the dispute was notified to the other Party, venue for any suit shall be with a district court located in Potter County, Texas.
- H. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the day and year first written above.

Accepted and agreed to by:

**AVALANCHE CONSULTING, INC.** (the "CONTRACTOR"):  
1101 Castle Court  
Austin, Texas 78703  
(512) 917-3815

Amy Holloway, President & CEO



Date: November 8, 2016

**CITY OF AMARILLO**  
509 S.E. Seventh Avenue  
P.O. Box 1971  
Amarillo, TX 79105  
806.378.3000

Terry Childers, City Manager (Interim)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AMARILLO ECONOMIC DEVELOPMENT CORPORATION**  
801 S. Fillmore  
Suite 205  
Amarillo, TX 79101  
806.379.6411

Doug Nelson, President (Interim)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





October 21, 2016

Bob Cowell  
Deputy City Manager  
City of Amarillo  
509 S.E. Seventh Ave.  
P.O. Box 1971  
Amarillo, TX 79105-1971

Dear Bob,

In response to our discussion from last week, we have updated our proposed scope of services. The new scope outlined in this document should more accurately reflect your needs by including a specific *Talent Retention & Workforce Alignment* section, *Incentive Structure Analysis & Recommendations*, and reference to the three geographic special areas of focus in the *Real Estate & Tax Generation Assessment*. The budget has been updated to reflect these changes.

Within the new scope, Avalanche and CDS plan to conduct the first visit to Amarillo in early December. This will allow us to initiate community discussions about priorities and goals before the new year and also convene education stakeholders in preparation of a Talent & Workforce white paper.

Please let us know if we have missed anything in this outline. We want to ensure we provide a strategy that matches your needs and serves the entire Amarillo community. We can adjust the detail and depth of each section to reflect your vision and budget as necessary.

## Proposed Scope of Services

### Phase 1: Discovery

- **Talent Retention & Workforce Alignment** – To initiate the project, Avalanche and CDS will conduct a thorough review of Amarillo's existing talent pipeline, occupational demand, and **opportunities for improved educational alignment and talent attraction and retention**.
  - During the first visit, the consulting team will meet with a **focus group** of key stakeholders from educational institutions, workforce development organizations, and other strategic partners.
  - We will simultaneously conduct **data research** that examines forecast occupation growth (demand), recent degrees awarded in the region (supply), and identifying critical surpluses and shortages in Amarillo's talent pipeline.
  - Based on the focus group's guidance and the analytical research, Avalanche will prepare a **standalone, Talent Retention & Workforce Alignment whitepaper** that summarizes critical challenges and opportunities on this topic. This document will provide guidance for the ongoing educational stakeholder activities and the overall strategic plan.

- *Economic & demographic data analysis* – Avalanche and CDS will conduct an in-depth analysis of **local and regional economic and demographic performance**. Data trends will be benchmarked against the state and US performance and up to five competitor/peer/aspirational communities.
- *Visioning & consensus building* – Conducting extensive stakeholder engagement is a critical part of building trust and buy-in needed to successfully implement a strategic plan. Avalanche and CDS pride themselves on their inclusive stakeholder input process. We will work with the City of Amarillo to identify and engage stakeholders – including city and county government representatives, the CVB, chamber of commerce, the Texas Governor's office, business leaders from key industry clusters, educational institutions, and more. At every step, our stakeholder engagement will be focused on **identifying themes that unify the community and identify a common vision for Amarillo**. We offer a variety of forums for collecting stakeholder input, including:
  - Leading a **Steering Committee meeting** during each visit to Amarillo. During Steering Committee meetings, we will present interim reports and request feedback and insight from the members.
  - Conducting a **tour of Amarillo**. We will ask that the tour be schedule as if our team were representing a live prospect.
  - Preparing, leading, and facilitating up to eight **major stakeholder focus groups**. Each focus group can accommodate up to 10 participants and should be organized according to subject matter – e.g. talent, infrastructure, entrepreneurship, business climate, etc.
  - Preparing, leading, and facilitating up to 20 **personal interviews with key stakeholders**. They may be conducted during our visits or by telephone as needed.
  - Conducting a **community and business survey**. The only survey will seek information on a variety of topics, including the vision for Amarillo's future, competitive assets and challenges, identification of values and goals, and desired community investments.
- *SWOT Analysis* – The consulting team will craft a **SWOT Analysis** (Strengths, Weaknesses, Opportunities, & Threats) that melds the qualitative information gathered during stakeholder input with the research and data analysis to reveal Amarillo's competitive position.
- *Real estate & tax generation assessment* – CDS will conduct market research on the state of Amarillo's commercial real estate market (office, industrial, flex / warehouse, hotel and medical uses) to assess its performance and suitability for potential avenues of business growth.
  - Opportunities for and barriers to development of commercial uses will be identified, as will Amarillo's **competitiveness for attracting commercial development** relative to nearby areas in the Panhandle. Progress on revitalization and redevelopment areas such as Downtown will be assessed.

- CDS will also provide an overview of the city's **housing market** to determine if the various neighborhoods are competitive in attracting and accommodating key work force groups.
  - Lastly, CDS will examine historical **generation of property, sales, and hotel taxes** to determine whether the city is capturing a reasonable share of local investment and spending, and whether infrastructure and services investments are generating commensurate return in tax revenues.
  - The real estate assessment will include standalone examination of three special areas: **Downtown, the Medical District, and the Airport**. Consideration will also be made for the Route 66 Tourist area.
- *Target industry updates & profiles* – Avalanche and CDS will recommend an initial list of **updated target industry clusters based on Amarillo's current targets, vision, competitive position, and market opportunities**. The target review will consider visitors and the destination economy alongside other primary job creating clusters. Once the target list is finalized, the team will craft profiles of each target that include:
    - An overview of target cluster dynamics – including local and US job performance and global forces affecting cluster growth
    - US and local wage trends
    - Target cluster location criteria – the factors that influence growth, i.e. workforce, infrastructure, and other needs
    - Local investment timeline (short-term vs. medium vs. long) and development approach (recruit vs. retrain/expand vs. startup)
    - Sales points that Amarillo can use in marketing and development

## Phase 2: Economic Development Strategy

- *Vision and goals* – The strategic plan will begin with a statement of Amarillo's **vision and goals** related to economic development. These will reflect the input of stakeholders from throughout the community and a focus on priority concerns and opportunities in Amarillo.
- *Strategic recommendations* – We will offer thoughtful and creative strategies and tactics to support movement towards Amarillo's vision and goals. These recommendations will include short-term and long-term projects – pursuing opportunities of initial success that can help build momentum for long-term preparation and sustained success. Covered topics typically include **Business Climate, Entrepreneurship, Talent, Infrastructure, Quality of Life, Marketing**, and more.
- *Capacity building & organizational recommendations* – Throughout the planning process, the consulting team will work to **build the capacity for sustained and successful economic development in Amarillo**. We will make organizational recommendations that define ideal roles for the City, AEDC, private businesses, educators, and other partner organizations.



Ensuring ownership and successful implementation will require early and regular inclusion of these partners in the planning process.

- *Incentive structure analysis & recommendations* – Avalanche and CDS will also examine local incentive structures and make **recommendations related to the most effective use of resources** to support economic and community development. This will include a cost-benefit analysis of **4A versus 4B** structures and a recommendation on which makes the most sense for Amarillo. We will also consider which incentives and structural programs will most effectively support redevelopment initiatives and target industry growth.
- *Best practice profiles* – We will provide best practices profiles of **similar initiatives successfully adopted by other communities**. These will help demonstrate to the community how strategic initiatives lead to success and inspire local partners to action.
- *Implementation plan & metrics* – The strategic plan will conclude with an **implementation timeline, estimated budget for recommendations, task assignments, and performance metrics**. The 5-year timeline will be organized around short-term and long-term goals and milestones.
- *Presentation of findings* – Following the completion of the strategic plan, Avalanche and CDS will travel to Amarillo to **present the final report to the City, AEDC, Steering Committee, and other stakeholders**.
- *Implementation training sessions* – During the final trip, the consulting team will hold implementation training sessions with each partner organization in the community. These sessions will help with capacity building by ensuring that every individual and organization understands their role in implementing the strategy and is ready to take action.

We will share findings for review and input as each phase is completed. **The findings of Phase 1 and 2 will be compiled into a single report at the conclusion of the project.** We will ask for two rounds of revisions and feedback.

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Bob, thank you again for this opportunity. Please let us know how this works for you. We look forward to finalizing the scope and helping Amarillo keep moving forward!

Steve and I will plan on being in Amarillo on November 8 to present to the city council. In the meantime, let us know if there is anything else we can do to help.

Thank you,

A handwritten signature in blue ink, appearing to read "T. DeLisi".

Tony DeLisi, Senior Consultant  
Avalanche Consulting, Inc.  
[tony@avalancheconsulting.com](mailto:tony@avalancheconsulting.com)  
512.963.7057



## Timing and Pricing

A more detailed budget and project timeline will be provided when the scope of services is finalized. Together, both phases require seven months to complete at a cost of \$174,250 not including an annual check up or optional additional trips.

Project Tasks	2016		2017				Cost
	Nov	Dec	Jan	Feb	Mar	Apr	
<b>PROJECT SETUP</b>							
Contract Finalized							
Project Set Up Guide							\$750
Form Steering Committee & Trip Planning							
Milestones Calendar							\$500
Information & Literature Review							\$2,000
Bi-Monthly Phone Calls and Other Project Communication							\$5,000
<b>PHASE 1: DISCOVERY</b>							
1.1 Talent Retention & Workforce Alignment		T1					\$15,000
1.2 Economic & Demographic Data Analysis							\$15,000
1.3 Visioning & Consensus Building		T1		T2			\$36,250
Steering Committee Meetings		T1		T2		T3	T4
Interviews & Focus Groups (in-person and telephone)		T1		T2			
Online Community & Business Survey and Project Website							\$4,000
Tour		T1					
1.4 SWOT Analysis							\$3,000
1.5 Real Estate & Tax Generation Assessment							\$20,000
1.6 Target Cluster Updates & Profiles							\$10,000
<b>PHASE 2: ECONOMIC DEVELOPMENT STRATEGY</b>							
2.1 Vision & Goals				T2		T3	\$2,500
2.2 Strategic Recommendations						T3	\$17,500
2.3 Capacity Building & Organizational Recommendations						T3	\$12,500
2.4 Incentive Structure Analysis & Recommendations						T3	\$7,500
2.5 Best Practice Profiles						T3	\$6,250
2.6 Implementation Plan & Metrics						T3	\$2,500
Comprehensive Economic Development Strategic Plan Final Report							D
Roll Out Event							T4
<b>Total Less Expenses</b>							<b>\$166,250</b>
Expenses Not to Exceed (e.g., travel and data acquisition)							\$8,000
<b>TOTAL PROJECT COST (NOT TO EXCEED)</b>							<b>\$174,250</b>
T = Trip D = Deliverable W = Webinar							
Additional Trip Days as Requested by Client (Per Day/Per Senior Staff)							\$3,000
Additional Trip Days as Requested by Client (Per Day/Per Support Staff)							\$2,000
***Optional: Annual Check Up Not Including Expenses (Separate Contract)							\$15,000
<b>TOTAL PROJECT COST PLUS JANUARY 2018 ANNUAL UPDATE***</b>							<b>\$189,250</b>

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	November 8, 2016	<b>Council Priority</b>	Infrastructure Initiative
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<b>Department</b>	Capital Projects & Development Engineering
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## Agenda Caption

Approval –Change Order No. 1 – Job# 521725 Arden Road 36" Transmission Pipeline & Pump Station Improvements

Original Contract:	\$ 13,879,793.32
Previous Change Orders:	\$ 0.00
Current Change Order:	\$ 186,716.00
Revised Contract Total:	\$ 14,066,509.32

This item is to approve Change Order No 1 to the contract with SJ LOUIS Construction of Texas, LTD. for additional work.

## Agenda Item Summary

Change Order No 1 is to authorize additional work on the project which includes making improvements on 58th Street by (1) exchanging the concrete trench cap for caliche base; (2) moving air relief valves to the side of the street, and (3) lowering the pipe casing tunnel at Georgia St. to clear an unidentified force main line. Items 2 is request by Randall County for efficiency and future maintenance of the roadway.

## Requested Action

Consider Change Order No. 1 for approval.

## Funding Summary

Funding for this project is available in the Project Budget Number 521725.17400.3020

## Community Engagement Summary

N/A

## Staff Recommendation

City Staff is recommending approval of Change Order No. 1.

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATE QUAN.	REVISED ESTIMATE QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1	Exchange the 6" concrete cap over the trench with 8" of caliche base on 58th St. (Randall County road) (see C.P.R. #01 attached)	0.00	1	1	1 Lot	\$ (58,792.56)	\$ (58,792.56)
2	Modify 11 C.A.R.V. Manholes as requested by Randall County (see C.P.R. #03 attached) TWDB Funded	0.00	1	1	1 Lot	\$ 213,160.70	\$ 213,160.70
3	Lower Tunnel #2 (Ga. St. & Farmers) to clear an unlocated force main (see C.P.R. #04 attached)	0.00	1	1	1 Lot	\$ 32,347.86	\$ 32,347.86

NET THIS CHANGE ORDER	\$	186,716.00
PREVIOUS CHANGE ORDERS	\$	0.00
TOTAL OF CHANGE ORDERS	\$	186,716.00
ORIGINAL CONTRACT TOTAL	\$	13,879,793.32
REVISED CONTRACT TOTAL	\$	14,066,509.32

Percent changed 1.35%

REVISED CONTRACT TIME IN WORKING DAYS- 591 days - additional days -13

APPROVED:	RECOMMENDED:
_____ Contractor	_____ Project Engineer/Project Manager
_____ By	_____ City Engineer
_____ Purchasing Agent/ City Manager	_____ Director of Capital Projects & Development Engineering

cc: Departmental  
Accounting  
Contractor  
Project Representative  
Capital Improvement Program Coordinator  
David Mullins, Senior Project Coordinator



## Proposal

<b>Project Name</b> Arden Road 36-Inch Transmission Line and Pump Station Improvements		<b>Proposal No.</b> 1	<b>Date</b> 8/30/16		
<b>Response Required By</b> City of Amarillo David Mullins 509 S.E. Seventh Avenue Amarillo, Texas 79101		<b>Transmitted By</b> Curtis Ostrander Project Manager <i>Signature</i> 			
<b>Description of Change</b> <p>SJ LOUIS WILL BE INSTALLING AN 8" LAYER OF FLEXIBLE BASE INSTEAD OF A 6" LAYER OF CONCRETE TRENCH CAP WHEN INSTALLING PIPE ON 58TH AVENUE AND CERTAIN PORTIONS ALONG FARMERS AVENUE TO ACCOMMODATE FUTURE STREET IMPROVEMENTS.</p> <p>THE INSTALLATION OF FLEXIBLE BASE IN PLACE OF THE CONCRETE TRENCH CAP WILL NOT REQUIRE A CHANGE LABOR OR EQUIPMENT.</p> <p>BELOW YOU WILL FIND THE COST DIFFERENCE OF THE FLEXIBLE BASE MATERIAL AND THE CONCRETE MATERIAL.</p> <p>Note: All materials and work not specifically described herein are excluded.</p>					
<b>Breakdown of Proposal</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit \$</b>	<b>Total Cost</b>
SJL	FLEXIBLE BASE MATERIAL WITH DELIVERY	LINEAR FOOT	12,100.00	\$ 6.03	\$ 72,963.00
SJL	CONCRETE MATERIAL FOR CONCRETE TRENCH CAP (DEDUCTION)	LINEAR FOOT	-12,100.00	\$ 10.89	\$ (131,755.56)
<b>SUBTOTAL</b>					\$ (58,792.56)
<b>TOTAL ADDITIONAL COST</b>					\$ (58,792.56)
<b>NET CONTRACT CHANGE</b>					\$ (58,792.56)
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>					0
<b>S.J. Louis Construction Action</b>					
xc Les V. Whitman, S.J. Louis Construction of Texas, Ltd.					





# Change Proposal Request No. 3 (Not a Change Order)

Project Name: Arden Road Pipeline and Pump Station Improvements	Owner's Project No. (if applicable): 521725
Project Owner: City of Amarillo	Regulatory Agency Project No. (if applicable): TWDB #62592
HDR Project No. 10019111	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor: SJ Louis Construction	Date: 9/21/2016

**Attention:** The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change: This proposal is in response to Field Order #2. Added crew time is based off of a half day of additional Work (5.5 additional hours) per ARV with the added manhole. That is the anticipated impact to the entire crew based on our experience on similar projects. Note that no crew cost was added for the additional piping installation for the seven ARVs that do not require an additional manhole.

By Curtis A. Ostrander, P.E.

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased  Decreased  Unchanged

by 6 calendar days.

This change will:  Add  Deduct  No Change

\$ 213,160.70

[Signature]  
General Contractor

Date 10/13/2016

HDR Recommendation:

Recommend Acceptance  
 Do Not Recommend Acceptance

[Signature]  
By: HDR Engineering, Inc.

Date 10-17-16

Owner's Action:

Accepted  Not Accepted

[Signature]  
By: Owner

Date 10/2/16

## Proposal

<b>Project Name</b> Arden Road 36-Inch Transmission Line and Pump Station Improvements		<b>Proposal No.</b> 3	<b>Date</b> 10/13/16		
<b>Response Required By</b> City of Amarillo David Mullins 509 S.E. Seventh Avenue Amarillo, Texas 79101		<b>Transmitted By</b> Curtis Ostrander Project Manager <b>Signature</b> 			
<b>Description of Change</b>					
<p>THIS PROPOSAL IS IN RESPONSE TO FIELD ORDER #2.</p> <p>ADDED CREW TIME IS BASED OFF OF A HALF DAY OF ADDITIONAL WORK (5.5 ADDITIONAL HOURS) PER ARV WITH THE ADDED MANHOLE. THAT IS THE ANTICIPATED IMPACT TO THE ENTIRE CREW.</p> <p>Note: All materials and work not specifically described herein are excluded.</p>					
<b>Breakdown of Proposal</b>					
Item	Description	Unit	Qty.	Unit \$	Total Cost
SJL	CARV MODIFICATION (NO ADDITIONAL MANHOLE REQUIRED)	EACH	7.00	\$ 6,727.38	\$ 47,091.65
SJL	CARV MODIFICATION (WITH ADDITIONAL MANHOLE REQUIRED)	EACH	11.00	\$ 11,867.48	\$ 130,542.26
<b>SUBTOTAL</b>					<b>\$ 177,633.92</b>
<b>TOTAL ADDITIONAL COST</b>					<b>\$ 177,633.92</b>
1	OVERHEAD (10%)	EACH	1.00	\$ 17,763.39	\$ 17,763.39
2	PROFIT (10%)	EACH	1.00	\$ 17,763.39	\$ 17,763.39
<b>NET CONTRACT CHANGE</b>					<b>\$ 213,160.70</b>
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>					<b>6</b>
<b>S.J. Louis Construction Action</b>					
xc					
Les V. Whitman, S.J. Louis Construction of Texas, Ltd.					



ALBUQUERQUE-E NM  
6135 Second Street NW  
Albuquerque NM 87107  
Telephone: 505-344-0223  
Fax: 505-344-0350

8/16/16 Bid ID: 4576792 ARDEN ROAD - ARV C/O Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
------	----------	----------	-------------	-----------	----------------

HD SUPPLY WATERWORKS  
  
7620 GRISSOM ROAD  
SAN ANTONIO, TEXAS 78251  
PHONE: 210-684-1150  
FAX: 210-684-5521  
\* AND \*  
13790 JUDSON ROAD  
SAN ANTONIO, TEXAS 78233  
PHONE: 210-657-1632  
FAX: 210-657-2321

PROJECT: ARDEN ROAD

LOCATION: AMARILLO, TEXAS

BID DATE:

ENGINEER:

BID PER ----- SPECIFICATION

\*\*\*\*\*

\*\* PVC PIPE QUOTED HEREIN \*\*  
 \*\* IS OFFERED SUBJECT TO \*\*  
 \*\* AVAILABILITY. PRICING \*\*  
 \*\* IS SUBJECT TO CHANGE. \*\*

ALBUQUERQUE-E NM  
 6135 Second Street NW  
 Albuquerque NM 87107  
 Telephone: 505-344-0223  
 Fax: 505-344-0350

8/16/16 Bid ID: 4576792 ARDEN ROAD - ARV C/O Page 2

Line	Quantity	Sell Per	Description	Net Price	Extended Price
<b>Bid Item 1</b>					
<b>(6) 8" ARV VENT'S</b>					
<b>STA 013+74, 199+59, 219+68</b>					
<b>385+60, 399+66, 435+60</b>					
440	6	EA	8" SS316 ARV SWIVEL FLNGE ADPT	1,303.03	7,818.18
450	6	EA	8 FLG 90 BEND PRIMED DI USA C110	436.69	2,620.14
460	6	EA	8 FLGXPE DI PIPE 1'6" C/L W/DOMESTIC FLANGE	214.28	1,285.68
480	6	EA	441-0945-900 8 OMNI CPLG 9.05-9.45 OD EPOXY W/ALLOY B&N AIS SPEC	194.64	1,167.84
500	6	EA	8 MJ L/P SLEEVE USA CP DI C153	141.10	846.60
520	12	EA	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	31.04	372.48
530	34	EA	8 KIT MJ BOLT & GSMT	10.28	349.52
540	34	EA	8 MJ REGULAR GASKET F/DI		
550	204	EA	3/4X4 COR-TEN T-HEAD B&N		
580	12	EA	8X1/8 FLG FF RR GASKET	3.59	43.08
590	12	EA	8 BLK HEX BOLT&NUT KIT DOMEST-IC B7 BOLTS & NUTS	22.52	270.24

**Bid Item Sub-total: 14,773.76**

**Bid Item 2**

**(1) 6" ARV VENT'S**  
**STA 42+50**

630	1	EA	6" SS316 ARV SWIVEL FLNGE ADPT	1,060.61	1,060.61
640	1	EA	6 FLG 90 BEND PRIMED DI USA C110	239.75	239.75
650	1	EA	6 FLGXPE DI PIPE 1'6" C/L	144.32	144.32

ALBUQUERQUE-E NM  
 6135 Second Street NW  
 Albuquerque NM 87107  
 Telephone: 505-344-0223  
 Fax: 505-344-0350

8/16/16 Bid ID: 4576792 ARDEN ROAD - ARV C/O

Page 3

Line	Quantity	Sell Per	Description	Net Price	Extended Price
670	1	EA	W/DOMESTIC FLANGE 441-0722-900 6 OMNI CPLG 6.90-7.22 OD EPOXY W/ALLOY B&N AIS SPEC	122.06	122.06
690	1	EA	6 MJ L/P SLEEVE USA CP DI C153	107.95	107.95
710	2	EA	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE , BLACK	20.34	40.68
720	2	EA	6 MJ BOLT & GSKT KIT	9.80	19.60
730	2	EA	6 MJ REGULAR GASKET F/DI		
740	12	EA	3/4X3-1/2 COR-TEN T-HEAD B&N		
760	2	EA	6X1/8 FLG FF RR GASKET	2.40	4.80
770	2	EA	6 BLK HEX BOLT&NUT KIT DOMEST- IC B7 BOLTS & NUTS	25.54	51.08

Bid Item Sub-total:

1,790.85

Bid Item 3

(11) 8" ARV VENT'S W/MH  
 STA 079+49, 109+02, 138+30  
 151+91, 151+91, 155+00  
 250+53, 279+79, 325+02  
 341+77, 372+33, 414+61

890	11	EA	8 FLG 90 BEND PRIMED DI USA C110	436.69	4,803.59
900	11	EA	8 FLGXPE DI PIPE 1'6" C/L W/DOMESTIC FLANGE	214.28	2,357.08
910	11	EA	441-0945-900 8 OMNI CPLG 9.05-9.45 OD EPOXY W/ALLOY B&N AIS SPEC	194.64	2,141.04
920	120	FT	8 TJ PR350 DI PIPE C/L	14.61	1,753.20
930	11	EA	8 MJ L/P SLEEVE USA CP DI C153	141.10	1,552.10

USE 8X6'6" FLXPE SPOOL  
 TO MAKE CONNECTION INTO MH

ALBUQUERQUE-E NM  
 6135 Second Street NM 87107  
 Albuquerque NM  
 Telephone: 505-344-0223  
 Fax: 505-344-0350

Line	Quantity	Sell Per	Description	Net Price	Extended Price
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990	11	EA	8 FLG 90 BEND PRIMED DI USA C110	436.69	4,803.59
1000	11	EA	8" SS316 ARV SWIVEL FLNGE ADPT	1,303.03	14,333.33
1010	11	EA	8 EBAA MEGAFLANGE 2108	178.40	1,962.40

1080	11	EA	8 FLG XPE DI PIPE 10'0" C/L W/DOMESTIC FLANGE	543.40	5,977.40
1100	66	EA	34"ID X 2" CONCRETE GRADE RING FOR 34" M/H OPENING	25.00	1,650.00

1120	44	EA	8X1/8 FLG FR RR GASKET	3.59	157.96
1130	44	EA	8 BLK HEX BOLT&NUT KIT DOMEST-IC	22.52	990.88
1150	22	EA	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	31.04	682.88

1160	22	EA	8 KIT MJ BOLT & GSKT	10.28	226.16
1170	22	EA	8 MJ REGULAR GASKET F/DI		
1180	132	EA	3/4X4 COR-TEN T-HEAD B&N		
1200	198	EA	LINK SEAL LS-325-SS (9) LINKS F/8" DI IN 12" HOLE	24.36	4,823.28

Bid Item Sub-total: 48,214.89

Subtotal: 64,779.50

Tax: .00  
 Bid Total: 64,779.50



Lindsay Precast - Plant A  
 3090 East Las Vegas St.  
 Colorado Springs, CO 80906  
 Phone: (719) 392-9036  
 Fax: (719) 392-0066

**QUOTE**

Quote #:	2725	Terms:	NET 30	+ -
Order Date:	5/23/2016			
Bill to:	ALL BIDDERS PO Box 5440 Colorado Springs, CO 80931	Delivery to:	Arden Road - Texas	
Contact:		Project Manager:		
Phone :	(719) 392-9036	Fax:	(719) 392-0066	
Customer ID:	AAAAAA	PO:		Sales Rep: N/A

Structure ID	Structure Type	Amount
d) 72ID Access Manhole	\$2,310.30 ea 72ID Access Manhole with No base (11.00' avg); include manhole riser material as needed, a Deeter 1296 5"x32" cast iron ring and cover, Flat lid, TWO 12"x18" Base Beams, and appropriate single joint sealant. Price does not include grade rings.	
d.1) Standard Freight	\$1,100.00 per Delivery Standard freight	
	*2 manholes per delivery	

**NOTES**

Prices are based on full truckload quantities. Partial loads are subject to additional SHORT LOAD delivery charge. Contractor is responsible for unloading and setting of all structures. The heaviest pick is approx. 20 tons. Pricing is based on information from supplied plans dated 10-26-15 which are incomplete, unapproved and incorrect. All prices are subject to change pending receipt of signed shop drawings which may reflect corrected or revised plans as well as any changes to details, elevations and/or dimensions.

**TERMS OF SALE**

10Customer shall take receipt of completed products within 60 days. If ordered products remain in Lindsay lot thereafter the customer will be charged in full per the quoted price.



Lindsay Precast - Plant A  
 3090 East Las Vegas St.  
 Colorado Springs, CO 80906  
 Phone: (719) 392-9036  
 Fax: (719) 392-0066

QUOTE		
Quote #:	3338	Terms: NET 30
Order Date:	8/10/2016	
Bill to:	ALL BIDDERS PO Box 5440 Colorado Springs, CO 80931	Delivery to: Arden Road - Texas add on Hardware
Contact:		Project Manager:
Phone :	(719) 392-9036	Fax: (719) 392-0066
Customer ID:	AAAAAA	PO: ShipVia: Sales Rep: N/A
Structure ID	Structure Type	Amount
a) 4ft 2in Ladder	USF Falvanized Wall mounted Ladder	\$263.00 ea

**NOTES**

Prices are based on full truckload quantities. Partial loads are subject to additional SHORT LOAD delivery charge. Contractor is responsible for unloading and setting of all structures. Pricing is based on information from Submittal. All prices are subject to change pending receipt of signed shop drawings which may reflect corrected or revised plans as well as any changes to details, elevations and/or dimensions.

**TERMS OF SALE**

10Customer shall take receipt of completed products within 60 days. If ordered products remain in Lindsay lot thereafter the customer will be charged in full per the quoted price.

## Mullins, David

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**From:** Jerry Millsaps [Jerry.Millsaps@twdb.texas.gov]  
**Sent:** Monday, October 31, 2016 9:59 AM  
**To:** Mullins, David  
**Subject:** FW: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Lance,

The TWDB will pay for the CARV modification. Proceed with your change order

*CPR*

Respectfully,



### Jerry Millsaps

Project Manager II  
Regional Water Project Development  
Texas Water Development Board  
5012 50<sup>th</sup> Street  
Lubbock, TX 79414  
Cell: 806.445.1468, Ofc: 806.799.3565



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**From:** Ferland, Lance [<mailto:Lance.Ferland@hdrinc.com>]  
**Sent:** Monday, October 31, 2016 9:48 AM  
**To:** Juan Moran-Lopez; Mullins, David ([David.Mullins@amarillo.gov](mailto:David.Mullins@amarillo.gov))  
**Cc:** Lee Huntoon; Jerry Millsaps; Chris Caran  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Juan and Jerry,

Can you send me an email letting me know if this CPR#3 is fundable by the TWDB loan? I think the answer is yes, but I need something definitive before the City will sign it. We will then process the Change Order.

Thanks a bunch,

Lance

**Lance Ferland**, P.E.  
D 972-960-4486 M 214-457-1368

[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

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**From:** Juan Moran-Lopez [<mailto:Juan.Moran-Lopez@twdb.texas.gov>]  
**Sent:** Tuesday, October 25, 2016 3:47 PM  
**To:** Ferland, Lance <[Lance.Ferland@hdrinc.com](mailto:Lance.Ferland@hdrinc.com)>; Mullins, David ([David.Mullins@amarillo.gov](mailto:David.Mullins@amarillo.gov)) <[David.Mullins@amarillo.gov](mailto:David.Mullins@amarillo.gov)>  
**Cc:** Lee Huntoon <[Lee.Huntoon@twdb.texas.gov](mailto:Lee.Huntoon@twdb.texas.gov)>; Jerry Millsaps <[Jerry.Millsaps@twdb.texas.gov](mailto:Jerry.Millsaps@twdb.texas.gov)>; Chris Caran <[Chris.Caran@twdb.texas.gov](mailto:Chris.Caran@twdb.texas.gov)>  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Lance,

I talked to Chris and showed him the Arden Rd plans. He said if the CARV's are only being modified but not moved, then he won't need a map. Sorry for that confusion; the Oct. 14<sup>th</sup> email mentioned the CARVs getting taken completely out of the roadways, which made it sound like the location was changing. But if that's not the case, there's no need to create new maps for the change order.

*Juan Moran-Lopez, P.E.  
Project Engineer  
Texas Water Development Board  
(p) 512.463.3511  
(f) 512.936.0889*

---

**From:** Chris Caran  
**Sent:** Tuesday, October 25, 2016 3:13 PM  
**To:** Juan Moran-Lopez  
**Cc:** Lee Huntoon; Jesse Milonovich; Jerry Millsaps  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Juan:

Sure, if there has been no change in location and no significant change in the scope of the construction new can deal with any changes or funding requests in the consistency review for whatever document you send me.

Chris

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**From:** Juan Moran-Lopez  
**Sent:** Tuesday, October 25, 2016 2:54 PM  
**To:** Chris Caran  
**Subject:** FW: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Chris,

Can we use the existing drawings in the plans/specs if the locations they are talking about are specified on there?

---

**From:** Ferland, Lance [<mailto:Lance.Ferland@hdrinc.com>]  
**Sent:** Tuesday, October 25, 2016 1:58 PM  
**To:** Juan Moran-Lopez; Jerry Millsaps  
**Cc:** Jesse Milonovich; Lee Huntoon; David Mullins  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Juan and Jerry,

Actually, we haven't added any CARV locations. We just modified the details of what those are to look like. On 11 of the 18 CARVs, we replaced a gooseneck with a 60-inch manhole to enclose the CARV. We then gooseneck out of the manhole. So, there is no footprint change. The drawings themselves show where all of the CARVs are located, and the CPR#3 that we submitted shows what the new detail looks like. If you need a map, I'd have to create that. I'd like to avoid that if possible.

Please let me know your thoughts.

Thanks,

Lance

**Lance Ferland**, P.E.  
D 972-960-4486 M 214-457-1368

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**From:** Juan Moran-Lopez [<mailto:Juan.Moran-Lopez@twdb.texas.gov>]  
**Sent:** Tuesday, October 25, 2016 1:09 PM  
**To:** Jerry Millsaps <[Jerry.Millsaps@twdb.texas.gov](mailto:Jerry.Millsaps@twdb.texas.gov)>; Ferland, Lance <[Lance.Ferland@hdrinc.com](mailto:Lance.Ferland@hdrinc.com)>  
**Cc:** Jesse Milonovich <[Jesse.Milonovich@twdb.texas.gov](mailto:Jesse.Milonovich@twdb.texas.gov)>; Lee Huntoon <[Lee.Huntoon@twdb.texas.gov](mailto:Lee.Huntoon@twdb.texas.gov)>; David Mullins <[David.Mullins@amarillo.gov](mailto:David.Mullins@amarillo.gov)>  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Right. Chris, our environmental reviewer will review the map included with the change order to ensure the changes are within the area approved in the environmental finding, and then we get a P.E. to sign off on it since it's already been determined that the changes are within the project scope. Procedures and such.

Best Regards,  
Juan Moran-Lopez, P.E.  
Project Engineer  
Texas Water Development Board  
(p) 512.463.3511  
(f) 512.936.0889

---

**From:** Jerry Millsaps  
**Sent:** Tuesday, October 25, 2016 12:10 PM  
**To:** Ferland, Lance  
**Cc:** Jesse Milonovich; Juan Moran-Lopez; Lee Huntoon; David Mullins  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Lance,

Juan advised to go ahead and submit the change order for the CARV valves and to make sure a map of the locations is included with the submittal. Our Environmental and Senior Engineer will review the change order request for compliance purposes then.

Respectfully,



**Jerry Millsaps**  
Project Manager II  
Regional Water Project Development  
Texas Water Development Board  
5012 50<sup>th</sup> Street  
Lubbock, TX 79414  
Cell: 806.445.1468, Ofc: 806.799.3565

Texas Water  
Development Board

---

**From:** Ferland, Lance [<mailto:Lance.Ferland@hdrinc.com>]  
**Sent:** Tuesday, October 25, 2016 11:18 AM

**To:** Jerry Millsaps  
**Cc:** Chris Caran; Jesse Milonovich; Juan Moran-Lopez; Lee Huntoon  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Jerry,

I just wanted to check on this. Were you able to get a determination from your guys?

Thanks,

Lance

**Lance Ferland**, P.E.  
D 972-960-4486 M 214-457-1368

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---

**From:** Jerry Millsaps [<mailto:Jerry.Millsaps@twdb.texas.gov>]  
**Sent:** Monday, October 17, 2016 3:29 PM  
**To:** Ferland, Lance <[Lance.Ferland@hdrinc.com](mailto:Lance.Ferland@hdrinc.com)>  
**Cc:** Chris Caran <[Chris.Caran@twdb.texas.gov](mailto:Chris.Caran@twdb.texas.gov)>; Jesse Milonovich <[Jesse.Milonovich@twdb.texas.gov](mailto:Jesse.Milonovich@twdb.texas.gov)>; Juan Moran-Lopez <[Juan.Moran-Lopez@twdb.texas.gov](mailto:Juan.Moran-Lopez@twdb.texas.gov)>; Lee Huntoon <[Lee.Huntoon@twdb.texas.gov](mailto:Lee.Huntoon@twdb.texas.gov)>  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Lance,

I will have to let our environmental coordinator and our senior engineer review your request to see if any changes to the footprint or environment are going to be altered for these valve installations.

cc: Chris Caran, Environmental Reviewer  
Jesse Milonovich, Senior Engineer

---

**From:** Ferland, Lance [<mailto:Lance.Ferland@hdrinc.com>]  
**Sent:** Monday, October 17, 2016 3:14 PM  
**To:** Jerry Millsaps  
**Cc:** Lee Huntoon; Juan Moran-Lopez  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Thanks Jerry.

**Lance Ferland**, P.E.  
D 972-960-4486 M 214-457-1368

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---

**From:** Jerry Millsaps [<mailto:Jerry.Millsaps@twdb.texas.gov>]  
**Sent:** Monday, October 17, 2016 2:04 PM  
**To:** Ferland, Lance <[Lance.Ferland@hdrinc.com](mailto:Lance.Ferland@hdrinc.com)>  
**Cc:** Lee Huntoon <[Lee.Huntoon@twdb.texas.gov](mailto:Lee.Huntoon@twdb.texas.gov)>; Juan Moran-Lopez <[Juan.Moran-Lopez@twdb.texas.gov](mailto:Juan.Moran-Lopez@twdb.texas.gov)>; Jerry Millsaps <[Jerry.Millsaps@twdb.texas.gov](mailto:Jerry.Millsaps@twdb.texas.gov)>  
**Subject:** RE: Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Lance,

I remember this discussion at the project review on 18 Aug 16. I have looked over your request and all appears to be in good order. Go ahead and submit the change order (CPR#3) for the combustion air release valves (CARV) as requested.

Jerry Millsaps

---

**From:** Ferland, Lance [<mailto:Lance.Ferland@hdrinc.com>]  
**Sent:** Friday, October 14, 2016 1:59 PM  
**To:** Juan Moran-Lopez  
**Cc:** Jerry Millsaps; Mullins, David ([David.Mullins@amarillo.gov](mailto:David.Mullins@amarillo.gov))  
**Subject:** Amarillo Arden Road - Change Proposal Request #3 - CARV Modifications

Juan,

Here's another one on the other job (Arden Road). This CARV modification was a requirement that got put on us at the last minute by Randall County, since the pipeline is running down county roads (58<sup>th</sup> Street and Farmers). We have directed the contractor to price this change (see attached CPR). We have reviewed and agree with the price.

This gets the CARV completely out of the roadways and prevents the vaults from the potential of flooding. Please let us know if this qualifies to be added to the loan. I think it should because it is related to the project and is an unforeseen requirement that was put on us by the county.

This is a pretty hot one, so if you could let us know one way or the other today or Monday that would be great. Thanks,

Lance

**Lance Ferland**, P.E.  
D 972-960-4486 M 214-457-1368

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---

**From:** Curtis Ostrander [<mailto:CurtisO@SJLouis.Com>]  
**Sent:** Thursday, October 13, 2016 4:56 PM  
**To:** Ferland, Lance <[Lance.Ferland@hdrinc.com](mailto:Lance.Ferland@hdrinc.com)>; Derek Moczygemba <[DerekM@SJLouis.Com](mailto:DerekM@SJLouis.Com)>; [David.mullins@amarillo.gov](mailto:David.mullins@amarillo.gov)  
**Cc:** [garyd@ate-civil.com](mailto:garyd@ate-civil.com); John Hughes <[JohnH@SJLouis.Com](mailto:JohnH@SJLouis.Com)>; [troy.hopkins@amarillo.gov](mailto:troy.hopkins@amarillo.gov)  
**Subject:** RE: Change Proposal Request #3 - CARV Modifications

Lance,

I was waiting to hear if the total cost was okay before I revised to show a cost per CARV. Yesterday was the first I heard that the cost was okay so we've revised to show the cost per CARV. See attached.

Note that while we were breaking the cost down per CARV, we noticed that we only had 8 additional manholes in the draft proposal when there are 11 required per the Field Order. We have revised to account for the additional manholes and time to install them. We also added the per-CARV breakdown.

Please let me know if we are approved to start working on this change.

Curtis A. Ostrander, P.E.  
SJ Louis Construction of Texas Ltd.  
10515 Gulfdale Drive, Suite 111  
San Antonio, TX 78216  
Office (210) 340-9998  
Mobile (210) 380-7908  
Fax (210) 340-9997

**From:** Ferland, Lance [<mailto:Lance.Ferland@hdrinc.com>]  
**Sent:** Thursday, October 13, 2016 8:38 AM  
**To:** Curtis Ostrander <[CurtisO@SJLouis.Com](mailto:CurtisO@SJLouis.Com)>; Derek Moczygemba <[DerekM@SJLouis.Com](mailto:DerekM@SJLouis.Com)>;  
[David.mullins@amarillo.gov](mailto:David.mullins@amarillo.gov)  
**Cc:** [garyd@ate-civil.com](mailto:garyd@ate-civil.com); John Hughes <[JohnH@SJLouis.Com](mailto:JohnH@SJLouis.Com)>; [troy.hopkins@amarillo.gov](mailto:troy.hopkins@amarillo.gov)  
**Subject:** RE: Change Proposal Request #3 - CARV Modifications

Curtis,

I just looked into this. See email below. I have no record of receiving the revised CPR with the price breakdown per CARV, as said below. This is in your court. As soon as we get this we can look at and determine if we can send through.

Thanks,

Lance

**Lance Ferland**, P.E.  
D 972-960-4486 M 214-457-1368

[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**From:** Curtis Ostrander [<mailto:CurtisO@SJLouis.Com>]  
**Sent:** Thursday, September 22, 2016 3:04 PM  
**To:** Ferland, Lance <[Lance.Ferland@hdrinc.com](mailto:Lance.Ferland@hdrinc.com)>; Derek Moczygemba <[DerekM@SJLouis.Com](mailto:DerekM@SJLouis.Com)>;  
[David.mullins@amarillo.gov](mailto:David.mullins@amarillo.gov)  
**Cc:** [garyd@ate-civil.com](mailto:garyd@ate-civil.com); John Hughes <[JohnH@SJLouis.Com](mailto:JohnH@SJLouis.Com)>; [troy.hopkins@amarillo.gov](mailto:troy.hopkins@amarillo.gov)  
**Subject:** RE: Change Proposal Request #3 - CARV Modifications

Lance,

No problem, we'll show the price per CARV.

As far as the impact to the crew is concerned, you are corrected to say that all 10 guys will not work on each blowoff. However, those that do will spend longer than 5.5 hours. Being that other work will be going on, it's difficult to look at the exact amount of time that each guy and each piece of equipment will spend on this. It's the impact to pipelaying that is the real cost - the use of a track hoe and the loader prevent pipe from being laid at its normal rate. This 5.5 hours (1/2 day) is the same amount of time that I put in the bid for each CARV.

Also, comparing the labor, equipment and fuel cost from SJL to the material shows that our cost is less than that of materials so I don't feel like we're too high.

To summarize, I feel that the cost is fair but I'm willing to negotiate that down if you don't agree with this logic.

Thank you,

Curtis A. Ostrander, P.E.  
SJ Louis Construction of Texas Ltd.  
10515 Gulfdale Drive, Suite 111  
San Antonio, TX 78216  
Office (210) 340-9998

Mobile (210) 380-7908  
Fax (210) 340-9997

**From:** Ferland, Lance [<mailto:Lance.Ferland@hdrinc.com>]  
**Sent:** Thursday, September 22, 2016 2:51 PM  
**To:** Derek Moczygamba <[DerekM@SJLouis.Com](mailto:DerekM@SJLouis.Com)>; [David.mullins@amarillo.gov](mailto:David.mullins@amarillo.gov)  
**Cc:** [garyd@ate-civil.com](mailto:garyd@ate-civil.com); Curtis Ostrander <[CurtisO@SJLouis.Com](mailto:CurtisO@SJLouis.Com)>; John Hughes <[JohnH@SJLouis.Com](mailto:JohnH@SJLouis.Com)>; [troy.hopkins@amarillo.gov](mailto:troy.hopkins@amarillo.gov)  
**Subject:** RE: Change Proposal Request #3 - CARV Modifications

Derek and Curtis,

A few comments and requested changes on this one. Can you please in your summary page break the items down into cost per additional manhole or CARV modification? I think it will look and sell better to those that don't know exactly what we are doing. Right now you show a lump sum number. That's not easy to see what we are trying to do, if you don't know. Most people aren't going to look at the detailed breakdown.

Also, it seems a little excessive to say that all 10 guys on the crew are going to be impacted 5.5 hours per manhole, and that all of your equipment will be also impacted that same amount. I'd like to see you back off of that some unless you can prove to me different. My thought is that you can still do a lot of work/pipe laying while a few of the guys are installing these new manholes with a couple pieces of equipment losing some time (but not all 12 pieces of equipment losing the majority of the day on these small manholes).

Please let me know your thoughts, and send the revised over when you can.

Thanks,

Lance

**Lance Ferland**, P.E.  
D 972-960-4486 M 214-457-1368

[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**From:** Derek Moczygamba [<mailto:DerekM@SJLouis.Com>]  
**Sent:** Wednesday, September 21, 2016 5:00 PM  
**To:** Ferland, Lance; [David.mullins@amarillo.gov](mailto:David.mullins@amarillo.gov)  
**Cc:** [garyd@ate-civil.com](mailto:garyd@ate-civil.com); Curtis Ostrander; John Hughes; [troy.hopkins@amarillo.gov](mailto:troy.hopkins@amarillo.gov)  
**Subject:** RE: Change Proposal Request #3 - CARV Modifications

Lance,

Please see the attached Change Proposal Request #3 regarding the CARV Modifications in response to Field Order #2.

Thank you,

Derek Moczygamba  
Project Coordinator  
S.J. Louis Construction of Texas Ltd.  
(210) 340-9998 (office)  
(210) 340-9997 (fax)  
(210) 627-5926 (cell)  
[DerekM@SJLouis.com](mailto:DerekM@SJLouis.com)



## Proposal

<b>Project Name</b> Arden Road 36-Inch Transmission Line and Pump Station Improvements		<b>Proposal No.</b> 4	<b>Date</b> 10/20/16		
<b>Response Required By</b> City of Amarillo David Mullins 509 S.E. Seventh Avenue Amarillo, Texas 79101		<b>Transmitted By</b> Curtis Ostrander, PE Project Manager <b>Signature</b> 			
<b>Description of Change</b>					
<p>DUE TO CONFLICT WITH EXISTING UTILITIES, S.J. LOUIS AND BORE COMPANY ARE REQUIRED TO LOWER THE TUNNEL AT FARMERS AND GEORGIA TO AN INVERT OF 3610.58'. LOWERING THE TUNNEL WILL RESULT IN THE TUNNEL AVOIDING ALL EXISTING UTILITLES IN THE AREA.</p> <p>ONCE BORE COMPANY SALVAGES THE ALREADY INSTALLED CASING AND INSTALLS THE NEW CASING, THE EMPTY SPACE OF THE ORIGINAL TUNNEL WILL BE GROUT FILLED.</p> <p>Note: All materials and work not specifically described herein are excluded.</p>					
<b>Breakdown of Proposal</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit \$</b>	<b>Total Cost</b>
BORE CO.	REMOVE CASING/ GROUT FILL HOLE/ RE-EXCAVATE PIT	LUMP SUM	1.00	\$ 24,600.00	\$ 24,600.00
SJL	UTILITY LOCATE & TRAFFIC CONTOL	LUMP SUM	1.00	\$ 2,356.55	\$ 2,356.55
<b>SUBTOTAL</b>					\$ 26,956.55
<b>TOTAL ADDITIONAL COST</b>					\$ 26,956.55
1	OVERHEAD (10%)	EACH	1.00	\$ 2,695.66	\$ 2,695.66
2	PROFIT (10%)	EACH	1.00	\$ 2,695.66	\$ 2,695.66
<b>NET CONTRACT CHANGE</b>					\$ 32,347.86
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>					7
<b>S.J. Louis Construction Action</b>					
xc Les V. Whitman, S.J. Louis Construction of Texas, Ltd.					





## TEXAS BARRICADES: SHOULDER WORK PRICING

### SUBCONTRACT WORK AND PRICE

Item No.	Description	QTY	Unit	Unit Price	Item Amount
N/A	Two Way Traffic Set Up		Per Month		
N/A	Detours Set Up		Per Month		
N/A	Standard Shoulder Work		Per Month	\$ 1,656.55	
<b>ADDITIONAL ITEMS</b>					
N/A	Flagging Operation	0	Per Month		\$ -
<b>SUBCONTRACT PRICE:</b>				<b>\$</b>	

The Subcontract Work and Price are subject to the following qualifications and or exclusions, if any.

- 1.1 Prior to beginning any additional work not identified above Subcontractor must be authorized with a Change Order from S.J. Louis' Project Manager, who shall retain exclusive authority to authorize any of the foregoing. Any invoices related to this not accompanied by a Change Order will be denied.
- 1.2 S. J. Louis Construction of Texas, Ltd. will call for locates and/or relocates as the general contractor. Subcontractor, shall call for locates and/or relocates as the subcontractor.
- 1.3 All installed quantities are to be verified in the field with S.J. Louis Construction of Texas, Ltd. Personnel.
- 1.4 Actual installed quantities to be measured and verified by Texas Barricades & Signs, SJ Louis Construction and project inspector. Based on actual amount of traffic control used and paid by owner.
- 1.5 Pricing includes all material, equipment and labor required for Texas Barricades & Signs to set up and take down of traffic control per plan.
- 1.6 Pricing excludes message boards, speed monitor trailers, attenuators with trucks, moving signal lights, striping, city and state signs, sales tax and permits.
- 1.7 Additional items are by request in writing from S.J. Louis Construction only.
- 1.8 Except for exclusions listed above, all work covered by this Subcontract Agreement is to be a on a turnkey basis.

### ARTICLE 2 SCOPE OF WORK

- 2.1 **SUBCONTRACT DOCUMENTS:** The Subcontract Documents include this Agreement and any Exhibits or Attachments hereto, the Prime Contract agreement between Owner and Contractor (including all, invitations to bid, requests for proposals, special conditions, general conditions, specifications, drawings, addenda, change orders, geotechnical reports or data, if any, prepared or published by the Owner or Engineer, as well as any other documents made part of the Prime Contract as defined therein), Subcontract Change Orders, amendments and any pending and exercised alternates, all of which are incorporated herein by reference. Subcontractor acknowledges that Contractor has made available to the Subcontractor, prior to the execution of the Subcontract Agreement, copies of the Subcontract Documents to which the Subcontractor will be bound. The Subcontractor similarly shall make copies of applicable portions of the Subcontract Documents available to its proposed subcontractors and suppliers. Nothing shall prohibit the Subcontractor from obtaining copies of the Subcontract Documents from the Contractor at any time after the Subcontract Agreement is executed.
- 2.2 **CONFLICTS:** In the event of a conflict between this Agreement and the other Subcontract Documents, this Agreement shall govern.
- 2.3 **SUBCONTRACTOR'S WORK:** The Contractor contracts with the Subcontractor as an independent contractor to provide all labor, materials, insurance, equipment, services and applicable taxes necessary or incidental to complete the Subcontract Work described in this Agreement in strict accordance with the Subcontract Documents, including all work reasonably inferable from the Subcontract Documents, and consistent with the Progress Schedule. The Subcontractor shall perform its work (the Subcontract Work) under the general direction of the Contractor and in accordance with the Subcontract Documents.

## BOARDS AND COMMISSIONS – VACANCIES

11



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

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

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

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

### Animal Management & Welfare (3-year terms)

01/05/2016	Andrea Slater Gulley	01/06/2019 (resigned)
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### Community Development Advisory Committee (2-year terms)

05/12/2015	Gilbert Guzman	12/31/2016 (NW)
02/01/2005	Glenda Grisham	12/31/2016 (NW)
02/13/2007	Rita Saldierna	12/31/2016 (NE)
12/20/2011	Sabrina Sisneros	12/31/2016 (SE)
10/16/2012	Lo Van Pham	12/31/2016 (SW)

### Construction Advisory and Appeals Board (3-year terms)

10/22/2013	Jeff Bryant	12/31/2016 (Contractor)
02/10/2015	Richard Constancio	12/31/2016 (Construction)
11/01/2011	Frank Wilburn	12/31/2016 (Plumbing)

### Emergency Care Advisory Board (3-year terms)

10/01/2013	Stephen Neumann	04/21/2018 (resigned)
04/21/2010	Brian Eades	04/21/2019 (resigned)
05/05/2015	Rahman Rakhshanda	04/21/2016

### Library Advisory Board (3-year terms)

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

07/31/2010	Kris Culp	09/01/2016
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10/26/2016