

## **AGENDAS**

**FOR THE AMARILLO CITY COMMISSION WORK SESSION TO BE HELD ON WEDNESDAY, OCTOBER 3, 2012 AT 3:30 P.M. ON THE THIRD FLOOR, ROOM 303, CITY COMMISSION CONFERENCE ROOM, CITY HALL, 509 S. E. 7<sup>th</sup> AVENUE, AMARILLO, TEXAS, AND FOR THE REGULAR MEETING OF THE AMARILLO CITY COMMISSION AT 5:30 P.M. IN THE COMMISSION CHAMBER ON THE THIRD FLOOR OF CITY HALL.**

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*Please note: The City Commission may take up items out of the order shown on any Agenda. The City Commission 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 Commission will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for the regular meeting, miscellaneous attachments; and appointments for the following boards and commissions:
    - Airport Board
    - Amarillo Housing Finance Corporation
    - Board of Hospital Managers
    - Board of Review for Landmarks and Historic Districts
    - Community Development Advisory Committee
    - Downtown Urban Design Review Board
    - Environmental Advisory Committee
    - Photographic Traffic Signal Enforcement Committee
    - Traffic Commission
    - Zoning Board of Adjustment
  - (2) Presentation and discussion: Proposed Municipal Annexation Policy.
  - (3) Consider future agenda items.
- B. City Commission may receive reports on or discuss any of the following pending projects or matters in Work Session or Regular Meeting:
- (1) Amarillo Economic Development Corporation incentive project;
  - (2) Possible groundwater rights transactions in Hartley, Potter, Carson, Roberts or Ochiltree Counties; including Canadian River Municipal Water Authority and related acquisitions;
  - (3) Downtown Development/Redevelopment (studies, progress reports, plans, proposed projects – TIRZ No. 1, Center City, Inc., Downtown Amarillo, Inc. and/or Amarillo Local Government Corporation);
  - (4) Proposed acquisition and disposition of real property for municipal, economic, recreational or cultural projects;
  - (5) 2012 Water Conservation and Use Discussion;
  - (6) Discuss Atmos Rate Review Mechanism rider and the associated rate and regulatory matters;
  - (7) Discuss the appointment(s) of the presiding judge and/or associate judges of the municipal court;
  - (8) Potential changes and/or updates to Ambulance Ordinance and Permit;
  - (9) Confer with attorney and discuss threatened or pending litigation or settlement of same: Burch; Trujillo; Zambrana; Flores and Castleberry; and
  - (10) To deliberate regarding security devices or security audits, security personnel.
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## REGULAR MEETING ITEMS

**INVOCATION:** Burt Palmer, Polk Street United Methodist Church

**PROCLAMATION:** "High Plains Food Bank Day"

1. **MINUTES:**

Approval of the City Commission minutes of the regular meeting held on September 25, 2012.

2. **ORDINANCE NO. 7368:**

This is the first reading of an ordinance changing the zoning of a 11.61 acre tract in Section 62, Block 9, BS&F Survey, Randall County, in the vicinity of Soncy Road/Loop 335 and Tarter Avenue from Agricultural District to General Retail District for various retail activities. This is recommended for approval by a 5:0 vote of the Planning and Zoning Commission.

3. **RESOLUTION – MUNICIPAL GARAGE AND DRAINAGE FACILITIES PROJECT REIMBURSEMENT AUTHORIZATION:**

This resolution approves and authorizes the City to preserve its ability to reimburse capital expenditures related to municipal garage equipment and municipal drainage facilities as approved in the FY 2012/2013 City of Amarillo budget. The City intends to issue tax exempt obligations to fund these activities. Approval of this resolution shall provide for the reimbursement of eligible project expenses incurred prior to the proposed project debt issuance.

4. **RESOLUTION – AMARILLO HEALTH FACILITIES CORPORATION BYLAWS AMENDMENT:**

This resolution approves the amended Bylaws of the Amarillo Health Facilities Corporation. The proposed changes are administrative in nature and noted in the amendment. These amendments are recommended by the Board of Directors for approval by the Amarillo City Commission.

5. **PUBLIC HEARING – PROPOSED ANNEXATION:**

This is to conduct a public hearing on the proposed annexation of a 2.48-acre tract of land in the vicinity of Merion Place and Prestwick Lane. The first reading of the ordinance authorizing the annexation proceedings will be held on October 23, 2012. This was approved by a 5:0 vote of the Planning and Zoning Commission.

6. **APPOINTMENTS – BOARDS AND COMMISSIONS:**

Appointments are needed for the following boards:

Greenways Public Improvement District (PID) (3 year term)

02/10/09	Linda Littlejohn	09/30/12
02/10/09	Robert Balliett	09/30/12

Texas Panhandle Centers (2 year term)

09/19/00	Dr. Sam Reeves	10/27/12
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7. **CONSENT AGENDA:**

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

A. **Purchase – Heavy Equipment:**

Award to low responsive bidder: ASCO Amarillo -- \$600,722.00

This item is the routine purchase of heavy equipment to replace existing units that have reached or exceeded their usable lifespan. The requested purchase includes a motorgrader, loader, roller, asphalt laydown machine and a heavy trailer. Funding for this purchase is in the approved Municipal Garage Equipment Replacement fund.

- B. Award – Farmers Avenue Storm Water Drainage Improvements Project:  
Award to low responsive bidder – West Texas Utility Contractors, Inc. --  
\$4,479,649.00

This item awards a contract for a large drainage improvement project on Farmers Avenue east of Western Street. This project will install over 2,200 linear feet of 10' x 10' storm water drainage pipe under Farmers Avenue. Once completed, this will also lead to Farmers Avenue being upgraded to a one-half width arterial roadway through funds provided by the Texas Department of Transportation. Collectively, the drainage and road projects will result in enhanced drainage for the existing area west of Western Street, new drainage capability for the neighborhood to the south, and greater vehicular access between Western and Georgia on Farmers Avenue. This drainage improvement project is in the approved FY 2012/2013 Drainage Utility Capital Improvement Program budget.

- C. Acceptance – Contract for Women, Infants & Children (WIC) Nutrition Program  
Agency: Texas Department of State Health Services - \$794,199.00

This item accepts a six month contract for the City of Amarillo's Women, Infants & Children (WIC) Supplemental Nutrition Program from October 1, 2012 to March 31, 2013. The contract will have an option to extend for an additional six months for a maximum reimbursement \$1,588,398.00. The funding represents a 3.5% reduction from the current contract. WIC provides supplemental nutritious foods, health assessments and referrals, and nutrition and breastfeeding education services in Potter, Randall, Armstrong, Carson and Oldham Counties. The program currently assists an average of 8,031 participants per month.

- D. Approval – Task Order #6 Amendment – Airport Ticket Level Bridge Project:  
Award to KSA Engineers, Inc. as follows:

Original Task Order Amount:	\$207,169.00
Previous Amendments:	\$ 0.00
Proposed Amendment:	<u>\$ 90,944.00</u>
Adjusted Task Order Amount:	\$298,113.00

This item approves an amendment to the professional services agreement with KSA Engineers for the Airport Ticket Level Bridge project. The amendment is specifically for the cost of additional construction administration and Resident Project Representative services needed on the project due to the extended construction period. The construction period ran beyond the contract period by 95 days. Liquidated damages in an amount sufficient to fund the recommended amendment will be withheld from this construction contract and no additional Airport funds will be needed for the amendment.

- E. Approval – Airport East Ramp Master Lease Agreement:  
Parties: City of Amarillo and PRANA Development Group, LLC.  
Terms and Conditions: As Noted

This item approves a master lease agreement between the City of Amarillo Airport and the PRANA Development Group for the area generally known as the East Ramp at the Airport. The proposed leasehold area contains several Air Base era hangars and other buildings along with additional open space. Under the terms of the Agreement, the Rick Husband Amarillo International Airport will continue to receive the rental income amount currently received throughout the life of the Agreement and will further receive a percentage of additional rents generated by PRANA as the area is further redeveloped or enhanced. The Agreement contains performance goals which must be met by PRANA to ensure an orderly and beneficial development of the area.

F. Dedications and Acceptances:

- 1) A 50-square foot Public Right-of-Way in Section 191, Block 2, AB&M Survey, Potter County, in the vicinity of Broadway Drive and Colorado Avenue for a water pressure monitoring device.
- 2) A 10-foot Public Water Line Easement in Section 31, Block 9, BS&F Survey, Randall County, in the vicinity of Canyon Drive and Hallmark Avenue for installation of a water main for adequate fire hydrant coverage.

**PUBLIC FORUM**

Comments from interested citizens on matters pertaining to City policies, programs or services.

**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 (S.E. 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 28th day of September 2012.

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 25<sup>th</sup> day of September 2012, the Amarillo City Commission met at 1:30 p.m. at City Hall on the third floor in Room 303 in the Conference Room for review of agenda items, presentation and discussion of a proposed Municipal Annexation Policy, and consideration of future agenda items.

The City Commission met at 3:00 p.m. in regular session in the Commission Chamber located on the third floor of City Hall at 509 E. 7th Avenue, with the following members present:

PAUL HARPOLE  
ELLEN ROBERTSON GREEN  
BRIAN EADES  
LILIA ESCAJEDA  
JIM SIMMS

MAYOR  
COMMISSIONER NO. 1  
COMMISSIONER NO. 2  
COMMISSIONER NO. 3  
COMMISSIONER NO. 4

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

JARRETT ATKINSON  
DEAN FRIGO  
MARCUS NORRIS  
KELLEY SHAW  
DONNA DERIGHT

CITY MANAGER  
ASSISTANT CITY MANAGER  
CITY ATTORNEY  
PLANNING DIRECTOR  
CITY SECRETARY

The invocation was given by Marcus Norris, City Attorney. Mayor Harpole led the audience in the Pledge of Allegiance.

The City Commission recognized Amarillo Police Officers Christopher Cruz, Vinilla King, Quirinio Mariscal and Cole Thurman for receiving the 2011 State of Texas Law Enforcement Achievement Award for Valor. The Officers were honored due to their response to a car wreck in 2011 in which the car burst into flames with two victims trapped inside. The Officers were able to provide first aid to the victims until the Fire and EMS responders arrived. The other award was received by Corporal Carlos Perez, who was named the Texas Narcotics Officers Association West Region Narcotics Officer of the Year. He participated in a multi-agency investigation which resulted in the identification and arrest of numerous individuals involved in the illegal drug trade.

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 of September 18, 2012. Motion was made by Commissioner Simms, seconded by Commissioner Escajeda, and unanimously carried, to approve the minutes.

ITEM 2: Mayor Harpole presented an ordinance changing the zoning of a tract in Section 161, Block 2, AB&M Survey, Potter County, in the vicinity of Willow Creek Drive and River Road from Moderate Density District to General Retail District for a Dollar General retail store. Motion was made by Commissioner Escajeda, seconded by Commissioner Eades, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7367

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 WILLOW CREEK DRIVE AND RIVER ROAD, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Commissioners Green, Eades, Escajeda and Simms; voting NO were none; the motion carried by a 5:0 vote of the Commission.

**ITEM 3:** Mayor Harpole advised that an appointment is needed for the Zoning Board of Adjustment. Motion was made by Commissioner Eades, seconded by Commissioner Green, and unanimously carried, to appoint Matt Thomas, as a regular member, to the expired term of Tom Higley on the Zoning Board of Adjustment, such term to expire September 1, 2015.

**ITEM 4:** 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 Commissioner Green, seconded by Commissioner Simms, and unanimously carried, to approve the consent agenda and authorize the City Manager to execute all documents necessary for each transaction.

A. Purchase – Tractors:

Low responsive bidder: Green Country Equipment -- \$58,620.42

This is the purchase of two farm type tractors for use by the Street Department in their daily operations.

B. Purchase – Stainless Steel Diaphragm Valves:

Low responsive bidder: HD Supply Waterworks -- \$56,382.11

This is the purchase of two replacement diaphragm valves. One is a replacement for the existing 20" valve at the 34<sup>th</sup> Pump Station and one is a replacement for the existing 8" valve for the McCormick Road metering station.

C. Approval – Agreement for Services with Downtown Amarillo, Inc.:

This approves a one (1) year agreement with Downtown Amarillo, Inc. for services associated with the successful implementation of the approved Downtown Amarillo Strategic Action Plan, the Tax Increment Reinvestment Zone No. 1 (TIRZ) Project and Financing Plan, and the Civic Center Area Redevelopment Plan for the revitalization of downtown Amarillo. In consideration for these services, the City of Amarillo is to provide \$276,298 in total funding.

**ITEM 5:** Kevin Starbuck, Emergency Coordinator, appeared on behalf of the Emergency Management Department and introduced Maribel Martinez, Assistant Emergency Coordinator. Ms. Martinez stated that in support of National Preparedness Month, the Emergency Management Department will conduct an all-out test of the emergency notification systems on Friday, September 28, 2012. She advised that this test is being conducted to make the public aware of the various options available to receive emergency notifications. She, also, stated that notifications will be sent to various companies and City departments that need to be put on alert during an emergency situation.

Mayor Harpole announced that this is the end of the regular agenda, but time is reserved to hear any citizen concerning matters pertaining to City policies, programs or services. The public forum is set under the Open Meetings Act and that during the public forum the City Commission can respond with a statement of fact, a statement of city policy or decide whether to place an item on a future agenda. Rev. Robert Taliaferro, 4400 S.W. 3<sup>rd</sup> Avenue, appeared and stated that the City Commission did not comply with the City Charter, State law, and various policies and procedures when they passed Ordinance No. 7366. Trina Fournier, 4427 S. Hayden, appeared about her statements at last week's meeting concerning comments made to the City Commission by a Traffic Commission member. There were no further comments.

Mayor Harpole advised that the meeting was adjourned and stated that the City Commission would reconvene to Closed Session.

ATTEST:

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Donna DeRight, City Secretary

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Paul Harpole, Mayor

ORDINANCE NO. 7368

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

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

WHEREAS, the City Commission 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 COMMISSION 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 11.61 acre tract of unplatted land in Section 62, 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 General Retail District and being further described below:

POINT OF BEGINNING IS A 1/2" REBAR WITH RED PLASTIC CAP MARKED "APEX 5275-5718" (SUCH TYPE REBAR AND CAP BEING HEREAFTER REFERRED TO AS AN APEX CAP) SET IN THE WESTERLY RIGHT OF WAY LINE OF SONCY ROAD, WHENCE A RAILROAD SPIKE FOUND FOR THE NORTHEAST CORNER OF SECTION 62 BEARS N 89°43'52" E - 29.91 FEET AND N 00°16'08" W - 1605.07 FEET;

THENCE S 00°16'10" E ON SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 803.00 FEET TO A POINT;

THENCE N 89°47'00" W FOR A DISTANCE OF 630.00 FEET TO A POINT;

THENCE N 00°16'47" W FOR A DISTANCE OF 803.00 FEET TO A POINT;

THENCE S 89°47'00" E FOR A DISTANCE OF 630.14 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.

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

INTRODUCED AND PASSED by the City Commission of the City of Amarillo, Texas, on First Reading on this the \_\_\_\_ day of October 2012 and PASSED on Second and Final Reading on this the \_\_\_\_\_ day of October 2012.

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

ATTEST:

\_\_\_\_\_  
Donna DeRight, City Secretary



THE CITY OF AMARILLO, TEXAS

Interdepartmental Memorandum

September 26, 2012

**To:** Jarrett Atkinson, City Manager

**Thru:** Vicki Covey, Assistant City Manager *V. Covey*

**From:** Kelley Shaw, Planning Director *K. Shaw*

**Subject:** Z-12-20 Rezoning of a 11.61 acre tract of unplatted land in Section 62, 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 General Retail District. (Vicinity: Soncy Rd/Loop 335 and Tarter Ave.)  
APPLICANT: Eric Seitz

**Vote:** 5:0 approval

The above referenced item was recommended for approval by the Amarillo Planning and Zoning Commission at its meeting of September 24, 2012.

**Area Characteristics**

The applicant's site is located in the southwest quadrant of Amarillo and along Soncy Rd/Loop 335. This particular area of Amarillo (between Interstate-40 and SW 45<sup>th</sup> Ave) has experienced steady growth and development. Land uses along this segment are predominately non-residential. This land use pattern can be attributed to the platting design that left long-narrow tracts adjacent to Soncy Rd/Loop 335 that were more conducive to non-residential development, whereby property owners could fully take advantage of traffic along the highly travelled thoroughfare of Soncy Rd/Loop 335.

**Proposal**

The applicant is requesting General Retail zoning in order to develop the site with various retail activities.

**Analysis**

When analyzing the area's zoning pattern, a majority of the non-residential land uses along Soncy Rd/Loop 335 are zoned via Planned Development zoning. This past zoning policy was applied in an effort to provide adequate protection to adjacent existing or planned residential development from external impacts typically associated with non-residential uses (noise, lighting, signage, and traffic).

However, considering recent amendments to sign and traffic regulations, in addition to other development standards such as landscaping, minimum building setbacks, screening, and control of access points, Planning Commissioners believe that because of the standards just mentioned, uses likely to develop within the applicant's tract will be consistent with those allowed in General Retail zoning and also those regulated by planned developments.

Therefore, Planning and Zoning Commissioners are of the opinion that General Retail zoning, rather than Planned Development zoning, is appropriate given that planned developments are a zoning tool more appropriate for unique or mixed-use developments.

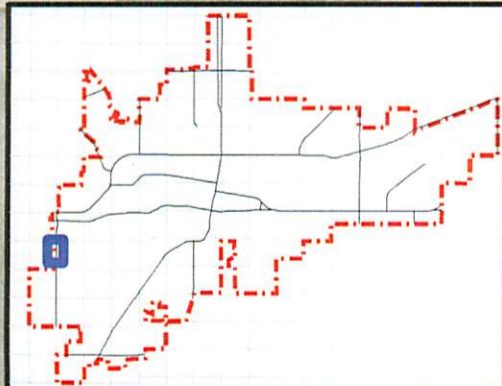
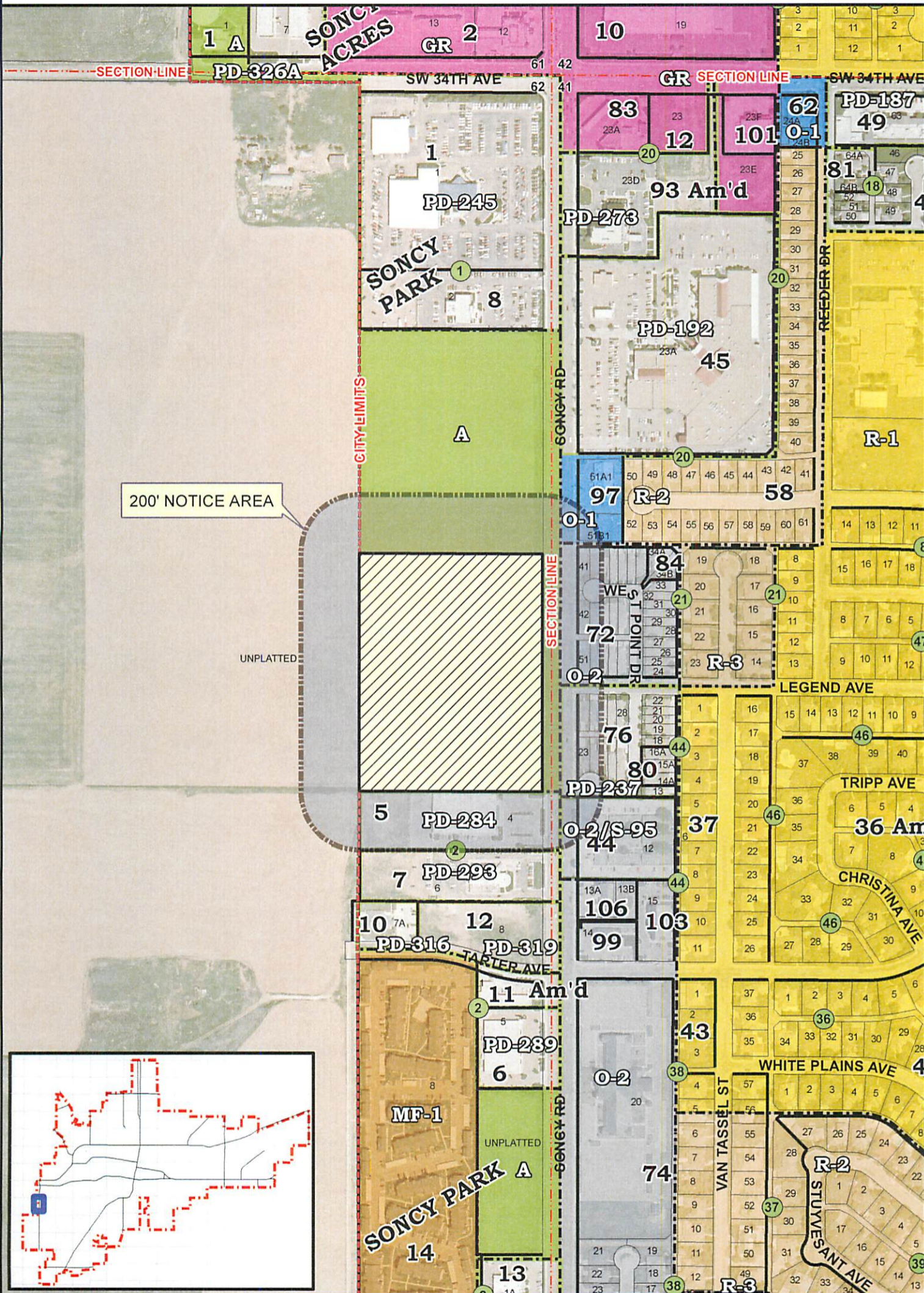
**Recommendation**

Considering the above, Planning Commissioners are of the opinion that the applicant's request is appropriate and recommends approval as presented.

Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. During the Planning and Zoning Commission meeting, the landowner immediately south of the applicant's site raised concern with the request. The landowner's concern centered on the fact that straight General Retail zoning is being requested, rather than planned development zoning as was done for his property and others in the area.

The landowner felt that straight General Retail zoning would not provide sufficient safeguards such as control of signage, entry points, among others. Planning Department staff stated that considering improved sign and traffic regulations being put into place since previous planned developments were approved, appropriate safeguards exist that will mitigate any negative impacts on area businesses much like those done with prior planned developments. An update will be provided at the City Commission meeting should there be any change.

# REZONING FROM A TO GR



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'  
Date: 9-14-12  
Case No: Z-12-20



Z-12-20 Rezoning of an 11.61 acre tract of unplatted land in Section 62, 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 General Retail District.

Applicant: Eric Seitz

Vicinity: SW 34th Ave. & Soncy Rd.

AP: H-14

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

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

WHEREAS, the City of Amarillo, Texas (the "City") intends to issue debt for (i) acquiring equipment for the municipal garage department, and (ii) acquiring, improving, constructing and equipping municipal drainage facilities (collectively, the "Projects") and further intends to make certain capital expenditures with respect to the Projects and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

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

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; and

WHEREAS, this resolution stating an intention to reimburse does not obligate the governing body of the City to issue debt.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY THAT the City reasonably expects to reimburse capital expenditures with respect to the Projects with proceeds of debt hereafter to be incurred by the City, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Projects is \$10,000,000.

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF AMARILLO, TEXAS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

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

A RESOLUTION OF THE AMARILLO CITY COMMISSION APPROVING THE AMENDMENT OF THE BYLAWS OF THE AMARILLO HEALTH FACILITIES CORPORATION TO PROVIDE FOR: AN ANNUAL MEETING PROCEDURES FOR A SPECIAL MEETING AND A FISCAL YEAR; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, by Resolution 12-04-81-3 dated December 4, 1981, the Amarillo City Commission created the Amarillo Health Facilities Corporation and approved its Articles of Incorporation and Bylaws; and

WHEREAS, the Board of Directors by Resolution have amended the Bylaws of the Amarillo Health Facilities Corporation to provide for a meeting at least once each year, to change the procedures for special meetings and to designate the Corporation's fiscal year as October 1, to September 30; and

WHEREAS, by law the Amarillo City Commission is required to approve by Resolution all Amendments to the Amarillo Health Facilities Corporation's Bylaws;

NOW, THEREFORE, BE IT RESOLVED BY THE AMARILLO CITY COMMISSION THAT:

SECTION 1. The Amendment to the Bylaws of the Amarillo Health Facilities Corporation as shown in the attachment to this Resolution be and are hereby approved.

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

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

INTRODUCED AND PASSED by the City Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

\_\_\_\_\_  
Donna DeRight, City Secretary

# AMARILLO HEALTH FACILITIES CORPORATION

## BOARD OF DIRECTORS

### BYLAWS

Original Adoption: December 14, 1981  
Amendments/Review: July 18, 2007

## ARTICLE I

### NAME AND PURPOSE

SECTION 1.1. Name. The name of the Corporation is Amarillo Health Facilities Corporation.

SECTION 1.2. Purpose. The purpose of the Corporation is to acquire, construct, provide, improve, finance, and refinance any real, personal, or mixed property, or any interest therein, the financing, refinancing, acquiring, providing, constructing, enlarging, remodeling, renovating, improving, furnishing, or equipping of which is found by the Board of Directors of the Corporation to be required, necessary, or convenient for health care, research, and education, any one or more, within the State of Texas, all to assist the maintenance of the public health. The Corporation shall be operated exclusively for such purpose without profit. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual; no substantial part of its activities shall be carrying on propaganda, or otherwise attempting to influence legislation; and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

## ARTICLE II

### BOARD OF DIRECTORS

SECTION 2.1. Number, Appointment, and Tenure. The affairs of the Corporation shall be managed by a Board of Directors which shall consist of seven (7) natural persons. Each director shall be appointed by the City Commission of the City of Amarillo and shall hold office for a term of two (2) years. Each director appointed to fill a vacancy created by the resignation or removal of a director prior to the expiration of his term shall serve for the balance of the unexpired term. Each director shall be removable by the City Commission of the City of Amarillo for cause or at will. Each director shall hold office for the term for which he is appointed and until his successor shall have been appointed and qualified unless sooner removed.

SECTION 2.2. Annual Meeting & Meetings. The Board of Directors shall ~~not~~ meet annually in September of each year. At the Annual meeting, the Board of Directors, will appoint officers, review the investment policy and review the by-laws.

In addition to the Annual Meeting, The Board of Directors ~~regularly, but~~ shall assemble at such special meetings as shall be necessary or advisable to give effect to the purpose for which the Corporation is organized. Special meetings of the Board of Directors shall be held at the call of the secretary of the Corporation upon the direction of the president of the Corporation or upon written request of any two (2) directors. Notice of each special meeting shall be given by the secretary to each director, ~~either personally or by mail or telegram, in writing stating the time, place, date and topic(s) of the meeting not less than three (3) days prior to the meeting. Unless the president or any two (2) directors declare an emergency, in which case personal notice to each director given not less than two (2) hours prior to the meeting shall be satisfactory.~~ Mailed notice shall be considered given at the earlier of (1) delivery at the address of the director or (2) the expiration of four (4) days after deposit into the United States mail, first class, postage prepaid.

~~Special~~ All meetings of the Board of Directors shall be held at such location within the City of Amarillo as shall be specified in the notice of the meeting given by the secretary. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. A waiver in writing by any director of notice of a special meeting, whether such waiver be given before or after the time of the special meeting stated in such notice, shall be the equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except as

provided in Section 5.1 of these bylaws.

SECTION 2.3. Quorum. The presence of four (4) directors shall be necessary and sufficient for the transaction of business at each meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may recess the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 2.4. Unanimous Consent of Directors. Any action required to be taken at a meeting of the Board of Directors or which may be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent or consents in writing, setting forth the action to be taken, shall be signed by all directors or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote and consent shall have the same force and effect as a unanimous vote and may be stated as such in any articles or documents filed with the Secretary of State under the Health Facilities Department Act or otherwise executed and delivered by any officer of the Corporation.

SECTION 2.5. Committees. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. Each such committee shall consist of two or more persons, all of whom shall be directors. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated and appointed by a resolution adopted by a majority of the directors at a meeting at which a quorum is present or by the president. Membership on such committees may, but need not be, limited to directors.

SECTION 2.6. Compensation of Directors. Each director shall serve as such without compensation, but shall be reimbursed by the Corporation from legally available funds for his actual expenses incurred in the performance of his duties.

### ARTICLE III

#### OFFICERS

SECTION 3.1. Officers. The officers of the Corporation shall consist of a president, a vice-president, a secretary, a treasurer, and assistant officers as the Board of Directors may elect or the president may appoint at any time and from time to time. Any two or more offices may be held by the same person, except the offices of president and secretary. The Board of Directors shall elect the officers of the Corporation at its first meeting, at the first meeting following each anniversary date of the initial issuance of certificates of incorporation of the Corporation by the Secretary of State, and, in the case of an election to fill any vacant office, at the first meeting following the vacating of such office. Each officer shall hold office for a period of one (1) year. Each officer elected to fill a vacancy which occurs prior to the expiration of the term of such office shall serve for the balance of the unexpired term. Each officer shall hold office for the term for which he is elected and until his successor is elected and qualified. Any officer elected or appointed may be removed by the persons authorized to elect or appoint such officer whenever in their judgment in the best interests of the Corporation will be served thereby.

SECTION 3.2. President. The president shall preside at all meetings of the Board of Directors. The president shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall have general charge and supervision of the management of the affairs of the Corporation. The president shall see that all orders and resolutions of the Board of Directors are carried into effect. The president shall sign and execute all legal documents in instruments in the name of the Corporation when authorized to do so by the Board of Directors, except when the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.



SECTION 3.3. Vice-President. The vice-president shall, in the event of the absence or disability of the president for any cause whatever, discharge the powers and duties of the president, and the vice-president shall perform such additional duties as may be prescribed from time to time by the Board of Directors.

SECTION 3.4. Secretary. The secretary shall have charge of the records and correspondence of the Corporation under the direction of the president. The secretary shall give notice of and attend all meetings of the Board of Directors and shall take and keep true minutes of and record all votes cast at such meetings. All such records, correspondence, and minutes shall be open at all times to inspection by any director and by any representative of the City of Amarillo. The secretary shall also discharge such other duties as shall be assigned to the secretary by the president or the Board of Directors at any time and from time to time.

SECTION 3.5. Treasurer. To the extent not otherwise provided in any resolutions of the Board of Directors relating to the issuance of bonds, debentures, or notes of the Corporation or instruments authorized by the Board of Directors to provide security therefore, the treasurer shall have the custody of all the funds and securities of the Corporation; shall deposit the same to the credit of the Corporation in such banks or depositories as the Board of Directors shall designate; shall keep proper books of account and other records showing at all times the amount of the funds and other property belonging to the Corporation and of all receipts and disbursements of the Corporation, all of which books shall be open at all times to inspection by any director and any representative of the City of Amarillo; shall, under the direction of the Board of Directors, disburse all money and sign all checks and other instruments drawn on or payable out of the funds of the Corporation; and shall also make such transfers and alterations in the securities of the Corporation as may be ordered by the Board of Directors. The treasurer shall also discharge such additional duties as may be prescribed at any time and from time to time by the Board of Directors. The treasurer shall give bond only if required by the Board of Directors. The treasurer shall render to the president and directors an account of all such person's transactions as treasurer and of the financial condition of the Corporation whenever they may request the same.

SECTION 3.6. Assistant Secretary. The assistant secretary shall, in the event of the absence or disability of the secretary for any cause whatever, discharge the duties of the secretary, and the assistant secretary shall perform such additional duties as may be prescribed at any time and from time to time by the Board of Directors.

#### ARTICLE IV

#### MISCELLANEOUS

SECTION 4.1. Fiscal Year. The fiscal year of the Corporation shall be the period from October 1 to September 30. ~~Determined by resolution of the Board of Directors from time to time.~~

SECTION 4.2. Principal Office. The principal office of the Corporation, at which all books and records of the Corporation shall be kept, shall be 509 E. 7<sup>th</sup> Avenue, Amarillo, Texas.

SECTION 4.3. Seal. The official seal of the Corporation shall consist of a five-pointed star surrounded by (2) concentric circles, the outer circle bearing the name "Amarillo Health Facilities Corporation" and the inner circle bearing the word "TEXAS," and such seal may be impressed, printed, or attached to any instrument authorized by the Board of Directors, but such seal shall not be necessary to the proper execution by the officers of the Corporation of any such instrument unless otherwise specified by the Board of Directors.

## ARTICLE V

### AMENDMENTS

SECTION 5.1. Amendments. These bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by the affirmative vote by a majority of the directors of the Corporation present at any meeting of the Board of Directors at which a quorum is present, provided that notice of the proposed alteration, amendment, repeal, or adoption is contained in the notice of such meeting, and provided further that each such alteration, amendment, repeal, or adoption shall be subject to the approval of the City Commission of the City of Amarillo.

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THE CITY OF AMARILLO, TEXAS

Interdepartmental Memorandum

September 26, 2012

**To:** Jarrett Atkinson, City Manager  
**Thru:** Vicki Covey, Assistant City Manager *V Covey*  
**From:** Kelley Shaw, Planning Director *KS*  
**Subject:** A-12-04 Annexation of a 2.48 acre tract of land in Section 12, Block 9, BS&F Survey, Potter County, Texas (Vicinity: Merion Pl. & Prestwick Ln.)  
APPLICANT: Peter Bowes

**Vote: 5:0 approval**

This request for annexation is for the purpose of obtaining municipal services from the City of Amarillo.

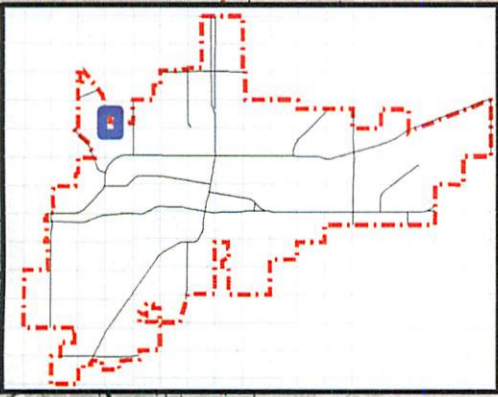
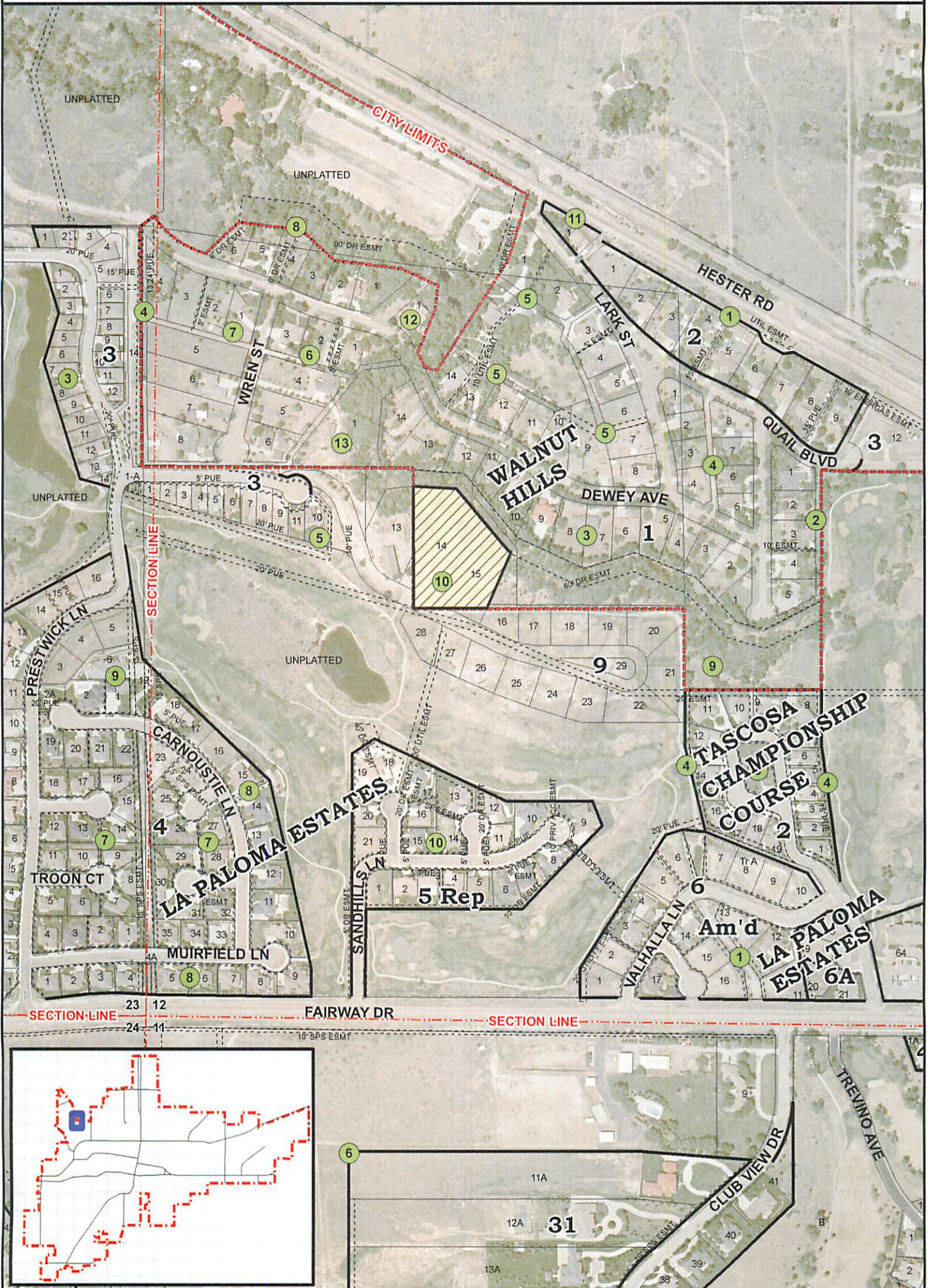
This particular annexation is considered a sparsely populated and property owner initiated annexation request. Therefore, the typical annexation schedule of several months will not apply. This annexation is eligible for an abbreviated process which takes approximately two months to complete and the service plan typically attached to the request is not necessary at this stage of consideration. If continuation of the annexation process is granted, the annexation request along with the service plan will be forwarded to the City Commission for a 1<sup>st</sup> Reading at its October 23, 2012 regularly scheduled meeting.

Comments for issues related to service provisions have been sent out to the various City Departments and local utility companies with no significant comments offered.

This annexation request complies with the policies and procedures of the City of Amarillo. Therefore, the Planning and Zoning Commission recommends continuing the annexation process as presented.

Attached is an annexation schedule for your use.

# PROPOSED ANNEXATION



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'  
Date: 9-12-12  
Case No: A-12-04



A-12-04 Annexation of 2.48 acres of land in Section 12, Block 9, BS&F Survey, Potter County, Texas.

Applicant: Peter Bowes

Vicinity: Merion Pl & Prestwick Ln

Bid No. 4149 Heavy Equipment  
 Opened 4:00 p.m. September 13, 2012

To be awarded as one lot	ASCO	ASCO #2	Warren Cat
Line 1 Motor Grader per specifications			
1 ea			
Unit Price	\$210,000.000		\$189,805.000
Extended Price	210,000.00	-	189,805.00
Guaranteed Repurchase	(111,000.00)		(65,000.00)
Best Evaluated Price to City	99,000.00		124,805.00
Line 2 1 3/4 cy wheel loader per specifications			
1 ea			
Unit Price	\$118,347.000		\$101,804.380
Extended Price	118,347.00	-	101,804.38
			Not Spec
Line 3 Vibratory tandem drum compactor per specifications			
1 ea			
Unit Price	\$39,625.000	\$52,250.00	\$40,037.780
Extended Price	39,625.00	52,250.00	40,037.78
Line 4 Asphalt finishing machine per specifications			
1 ea			
Unit Price	\$212,000.000		\$245,814.140
Extended Price	212,000.00	-	245,814.14
Line 5 Tilt trailer for asphalt finishing machine			
1 ea			
Unit Price	\$20,750.000		\$22,500.000
Extended Price	20,750.00	-	22,500.00
<b>Bid Total</b>	<b>600,722.00</b>	<b>52,250.00</b>	<b>534,961.30</b>
Award by Vendor	600,722.00		

Bid No. 4156 Drainage Improvements: Storm Sewer Along W Farmers Ave from S Western St to S Georgia St  
 Opened 4:00 p.m. September 13, 2012

To be awarded as one lot	Amarillo Utility Contractors	Mountain Cascade	Condie Construction	L A Fuller & Sons Construction	Earth Builders	SJ Louis Construction of Texas
Line 1 Construction Item-layout and survey to include slope staking, construction staking, and other associated staking						
1 ls						
Unit Price	\$15,000.000	\$15,000.00	\$10,100.000	\$30,300.00	\$50,000.00	\$25,000.0000
Extended Price		15,000.00	10,100.00	30,300.00	50,000.00	25,000.00
Line 2 Concrete curb and gutter removal with saw cuts where necessary						
25 lf						
Unit Price	\$12.000	\$15.00	\$4.500	\$29.00	\$12.00	\$5.0000
Extended Price		300.00	112.50	725.00	300.00	125.00
Line 3 Concrete slab removal including walks, drives, valleys, etc. and saw cuts where necessary						
335 sf						
Unit Price	\$3.000	\$6.00	\$2.500	\$2.20	\$4.00	\$8.0000
Extended Price		1,005.00	837.50	737.00	1,340.00	2,680.00
Line 4 Excavation, regrading, and channel grading to the slopes shown on the plans						
57,510 cy						
Unit Price	\$8.650	\$7.00	\$8.000	\$4.60	\$9.00	\$7.0000
Extended Price		497,461.50	460,080.00	264,546.00	517,590.00	402,570.00
Line 5 Fly Ash for Stabilization						
75 ton						
Unit Price	\$60.000	\$51.00	\$104.000	\$55.00	\$100.00	\$50.0000
Extended Price		4,500.00	7,800.00	4,125.00	7,500.00	3,750.00
Line 6 Fly ash soil stabilization to a depth of 6" at 6% by weight, including preparation, mixing, and compaction of the stabilized soil						
4,480 sy						
Unit Price	\$4.000	\$6.00	\$9.500	\$3.00	\$5.00	\$5.5000
Extended Price		17,920.00	42,560.00	13,440.00	22,400.00	24,640.00
Line 7 6" 3000 psi Concrete curb and gutter						
25 lf						
Unit Price	\$23.000	\$22.00	\$25.000	\$25.00	\$30.00	\$25.0000
Extended Price		575.00	625.00	625.00	750.00	625.00

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Bid No. 4156 Drainage Improvements: Storm Sewer Along W Farmers Ave from S Western St to S Georgia St  
 Opened 4:00 p.m. September 13, 2012

To be awarded as one lot	Amarillo Utility Contractors	Mountain Cascade	Condie Construction	L A Fuller & Sons Construction	Earth Builders	SJ Louis Construction of Texas
Line 8 4" thick concrete riprap reinforced with 6x6-W1.4xW1.4 welded wire mesh including all necessary earthwork and subgrade preparation, complete with toewalls when required 6,155 sf						
Unit Price	\$4.500	\$6.00	\$5.500	\$6.00	\$8.00	\$5.0000
Extended Price	27,697.50	36,930.00	33,852.50	36,930.00	49,240.00	30,775.00
Line 9 Furnish, haul, place and compact 2" hot-mix asphaltic concrete type D 40 sy						
Unit Price	\$80.000	\$27.00	\$48.000	\$16.00	\$30.00	\$24.0000
Extended Price	3,200.00	1,080.00	1,920.00	640.00	1,200.00	960.00
Line 10 Furnish, haul, place and compact 4" hot-mix asphaltic concrete type D 565 sy						
Unit Price	\$50.000	\$34.00	\$40.000	\$29.00	\$50.00	\$31.0000
Extended Price	28,250.00	19,210.00	22,600.00	16,385.00	28,250.00	17,515.00
Line 11 Plane existing Asphaltic Concrete Pavement 2" and dispose 40 sy						
Unit Price	\$110.000	\$35.00	\$34.000	\$23.00	\$30.00	\$32.0000
Extended Price	4,400.00	1,400.00	1,360.00	920.00	1,200.00	1,280.00
Line 12 Trenching, supplying, laying, joining, and backfilling 24" reinforced concrete pipe class III 165 lf						
Unit Price	\$120.000	\$99.00	\$75.000	\$125.00	\$128.00	\$175.0000
Extended Price	19,800.00	16,335.00	12,375.00	20,625.00	21,120.00	28,875.00
Line 13 Trenching, supplying, laying, joining, and backfilling 30" reinforced concrete pipe class III 170 lf						
Unit Price	\$130.000	\$111.00	\$99.000	\$146.00	\$141.00	\$193.0000
Extended Price	22,100.00	18,870.00	16,830.00	24,820.00	23,970.00	32,810.00
Line 14 Trenching, supplying, laying, joining, and backfilling 36" reinforced concrete pipe Class III 75 lf						
Unit Price	\$170.000	\$164.00	\$133.000	\$185.00	\$159.00	\$207.0000
Extended Price	12,750.00	12,300.00	9,975.00	13,875.00	11,925.00	15,525.00

Bid No. 4156 Drainage Improvements: Storm Sewer Along W Farmers Ave from S Western St to S Georgia St  
 Opened 4:00 p.m. September 13, 2012

To be awarded as one lot	Amarillo Utility Contractors	Mountain Cascade	Condie Construction	L A Fuller & Sons Construction	Earth Builders	SJ Louis Construction of Texas
Line 15 Trenching, supplying, laying, joining, and backfilling 42" reinforced concrete pipe Class III						
40 lf						
Unit Price	\$335.000	\$538.00	\$659.000	\$452.00	\$178.00	\$275.0000
Extended Price	13,400.00	21,520.00	26,360.00	18,080.00	7,120.00	11,000.00
Line 16 Trenching, supplying, laying, joining, and backfilling 4' x 3' reinforced concrete box culvert, class H						
75 lf						
Unit Price	\$298.000	\$262.00	\$261.000	\$327.00	\$280.00	\$371.0000
Extended Price	22,350.00	19,650.00	19,575.00	24,525.00	21,000.00	27,825.00
Line 17 Trenching, supplying, laying, joining, and backfilling 9' x 9' reinforced concrete box culvert, class H						
675 lf						
Unit Price	\$1,030.000	\$900.00	\$902.000	\$1,062.00	\$820.00	\$931.0000
Extended Price	695,250.00	607,500.00	608,850.00	716,850.00	553,500.00	628,425.00
Line 18 Trenching, supplying, laying, joining and backfilling 10' x 10' reinforced concrete box culvert class H						
2,225 lf						
Unit Price	\$765.000	\$1,066.00	\$913.000	\$1,183.00	\$856.00	\$930.0000
Extended Price	1,702,125.00	2,371,850.00	2,031,425.00	2,632,175.00	1,904,600.00	*****
Line 19 Trenching, supplying, laying, joining, and backfilling 78" reinforced concrete pipe class III						
1,450 lf						
Unit Price	\$442.000	\$587.00	\$449.000	\$528.00	\$460.00	\$528.0000
Extended Price	640,900.00	851,150.00	651,050.00	765,600.00	667,000.00	765,600.00
Line 20 Trenching, supplying, laying, joining and backfilling 5' x 2' reinforced concrete box culvert class H						
195 lf						
Unit Price	\$314.000	\$310.00	\$266.000	\$313.00	\$274.00	\$357.0000
Extended Price	61,230.00	60,450.00	51,870.00	61,035.00	53,430.00	69,615.00
Line 21 Furnish, install and maintain Traffic Control Plan						
4 month						
Unit Price	\$5,900.000	\$2,268.00	\$2,717.000	\$2,000.00	\$3,000.00	\$4,000.0000
Extended Price	23,600.00	9,072.00	10,868.00	8,000.00	12,000.00	16,000.00





Bid No. 4156 Drainage Improvements: Storm Sewer Along W Farmers Ave from S Western St to S Georgia St  
 Opened 4:00 p.m. September 13, 2012

To be awarded as one lot	Amarillo Utility Contractors	Mountain Cascade	Condie Construction	L A Fuller & Sons Construction	Earth Builders	SJ Louis Construction of Texas
Line 29 Gabions 3'x3' galvanized 70 cu yd						
Unit Price	\$255.000	\$327.00	\$287.000	\$300.00	\$200.00	\$133.0000
Extended Price	17,850.00	22,890.00	20,090.00	21,000.00	14,000.00	9,310.00
Line 30 Gabion mattresses, galvanized 12"						
1,260 sy						
Unit Price	\$96.000	\$126.00	\$149.000	\$110.00	\$75.00	\$55.0000
Extended Price	120,960.00	158,760.00	187,740.00	138,600.00	94,500.00	69,300.00
Line 31 Gabion Mattresses, galvanized 18"						
1,790 sy						
Unit Price	\$136.000	\$175.00	\$189.000	\$156.00	\$112.00	\$70.0000
Extended Price	243,440.00	313,250.00	338,310.00	279,240.00	200,480.00	125,300.00
Line 32 Manhole, complete, junction box, type 1						
3 ea						
Unit Price	\$9,800.000	\$10,947.00	\$7,897.000	\$15,000.00	\$8,500.00	\$7,300.0000
Extended Price	29,400.00	32,841.00	23,691.00	45,000.00	25,500.00	21,900.00
Line 33 Manhole, complete, junction box, type 2						
2 ea						
Unit Price	\$9,500.000	\$5,502.00	\$4,655.000	\$12,300.00	\$5,500.00	\$4,000.0000
Extended Price	19,000.00	11,004.00	9,310.00	24,600.00	11,000.00	8,000.00
Line 34 Manhole, complete, type 2						
1 ea						
Unit Price	\$4,940.000	\$4,143.00	\$3,525.000	\$2,813.00	\$2,500.00	\$3,300.0000
Extended Price	4,940.00	4,143.00	3,525.00	2,813.00	2,500.00	3,300.00
Line 35 Wingwall SW-0 HW= 14 F.t., Mod						
1 ea						
Unit Price	\$55,000.000	\$25,319.00	\$39,848.000	\$60,000.00	\$45,000.00	\$50,000.0000
Extended Price	55,000.00	25,319.00	39,848.00	60,000.00	45,000.00	50,000.00
Line 36 Wingwall PW-1 HW=4.5 F.T.						
2 ea						
Unit Price	\$5,100.000	\$5,744.00	\$5,459.000	\$5,500.00	\$8,500.00	\$4,200.0000
Extended Price	10,200.00	11,488.00	10,918.00	11,000.00	17,000.00	8,400.00

Bid No. 4156 Drainage Improvements: Storm Sewer Along W Farmers Ave from S Western St to S Georgia St  
 Opened 4:00 p.m. September 13, 2012

To be awarded as one lot	Amarillo Utility Contractors	Mountain Cascade	Condie Construction	L A Fuller & Sons Construction	Earth Builders	SJ Louis Construction of Texas
<b>Line 37 SED TY II 30 IN RCP 6:1 P</b>						
2 ea						
Unit Price	\$2,330.000	\$5,445.00	\$3,712.000	\$2,000.00	\$1,600.00	\$4,100.0000
Extended Price	4,660.00	10,890.00	7,424.00	4,000.00	3,200.00	8,200.00
<b>Line 38 Remove Structure, box culvert</b>						
1 ea						
Unit Price	\$2,840.000	\$1,787.00	\$976.000	\$2,200.00	\$2,500.00	\$3,500.0000
Extended Price	2,840.00	1,787.00	976.00	2,200.00	2,500.00	3,500.00
<b>Line 39 Remove structure, pipe</b>						
310 lf						
Unit Price	\$23.000	\$15.00	\$4.500	\$25.00	\$30.00	\$15.0000
Extended Price	7,130.00	4,650.00	1,395.00	7,750.00	9,300.00	4,650.00
<b>Line 40 Furnish, install, and maintain construction exit, TY1</b>						
160 sy						
Unit Price	\$25.000	\$14.00	\$12.000	\$15.00	\$18.00	\$22.0000
Extended Price	4,000.00	2,240.00	1,920.00	2,400.00	2,880.00	3,520.00
<b>Line 41 Sand bags for erosion control</b>						
15 ea						
Unit Price	\$20.000	\$36.00	\$7.000	\$13.00	\$13.00	\$25.0000
Extended Price	300.00	540.00	105.00	195.00	195.00	375.00
<b>Line 42 Erosion control-temporary sediment control fence</b>						
615 lf						
Unit Price	\$4.000	\$2.00	\$3.000	\$6.60	\$4.00	\$2.0000
Extended Price	2,460.00	1,230.00	1,845.00	4,059.00	2,460.00	1,230.00
<b>Bid Total</b>	<b>4,479,649.00</b>	<b>5,249,084.00</b>	<b>4,880,679.50</b>	<b>5,496,495.00</b>	<b>4,584,145.00</b>	<b>4,662,172.40</b>
Award by Vendor	4,479,649.00					

C

# THE CITY OF AMARILLO, TEXAS

## *Interdepartmental Memorandum*

**TO:** Jarrett Atkinson, City Manager  
**From:** Margaret Payton, WIC Director *MP*  
**Thru:** Vicki Covey, Assistant City Manager for *Vovey*  
Public Services  
**Subject:** WIC Contract  
**Date:** September 27, 2012

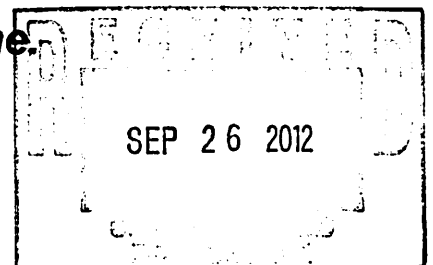
**Attached is a copy of the WIC Contract from the Texas Department of Health Services for the time period of 10/01/12 thru 03/31/13, representing a six month contract with the option to extend the contract for another six months ending on 9/30/2013. The maximum amount of the six month contract is \$794,199.00 (totaling \$1,588,398.00 for the year when the second six month contract is completed).**

**Two copies of each signature page need to be signed as well as two copies of the Certification Regarding Lobbying; the Fiscal Federal Funding Accountability and Transparency Act Form; and the Fiscal Federal Funding Accountability and Transparency Act questionnaire completed and returned upon approval from the City Commission.**

**Also attached is a cover memo for presentation of the contract to the City Commission.**

**If you have questions, please contact me.**

**Thank you.**



# THE CITY OF AMARILLO, TEXAS

## *Interdepartmental Memorandum*

**TO: City Commission**  
**From: Jarrett Atkinson, City Manager**  
**Subject: WIC Contract**  
**Date: September 27, 2012**

***Attached is an amendment to the WIC Contract from the Texas Department of Health Services to be considered for signature.***

***The WIC Contract is an annual contract, however this year the contract was sent as a six month contract beginning 10/01/2012 thru 3/31/2013 with the option to extend the time period of the contract for the remainder of the fiscal year, ending 09/30/2013. The maximum amount of the six month contract is \$794,199.00 (totaling \$1,588,398.00 for the year when the second six month contract is completed).***

***WIC is a Supplemental Nutrition Program for low income Pregnant, Post Partum, and Breastfeeding Women and Infants and Children up to age 5. WIC provides supplemental nutritious foods, health assessments and referrals, and nutrition and breastfeeding education.***

***The City of Amarillo WIC Nutrition Program provides services in Potter, Randall, Armstrong, Carson, and Oldham counties and currently serves an average of 8,031 participants per month.***

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2013-042698 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF AMARILLO (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$794,199.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 10/01/2012 and ends on 03/31/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Program Attachments:

2013-042698-001 NSS-WIC LA - AMARILLO
  - c. General Provisions (Sub-recipient)
  - d. Solicitation Document(s), and
  - e. Contractor's response(s) to the Solicitation Document(s).
  - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF AMARILLO  
Address: P.O. BOX 1971  
AMARILLO, TX 79105  
Vendor Identification Number: 17560004446014

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.



CONTRACT NO. 2013-042698  
PROGRAM ATTACHMENT NO.001  
PURCHASE ORDER NO.0000388929

CONTRACTOR: CITY OF AMARILLO

DSHS PROGRAM: NSS-WIC LA - AMARILLO

TERM: 10/01/2012 THRU: 03/31/2013

SECTION I. STATEMENT OF WORK:

Contractor shall administer the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) to provide supplemental food instruments, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. Contractor shall:

- A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food instruments, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Contractor shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of DSHS Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the DSHS WIC Program Policy and Procedures Manual and program rules.
- B. Provide services within the state boundaries of Texas and in the approved clinic locations described in Contractor's application.
- C. Assist DSHS or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by DSHS WIC Program's written rules and policies for the compilation of such data.
- D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.
- E. Appoint a Contractor WIC Director/Supervisor.
- F. Train Contractor's Local Agency staff.

- G. Submit the following reports/plans by the due date:
1. Monthly Incentive Funding Summary Report by the 15<sup>th</sup> day of the following month; and
  2. WIC Local Agency Performance Measure Report by the 15<sup>th</sup> day of the following month.
- H. Conduct outreach to potential participants.
- I. Complete surveys as requested.
- J. Within five days of receiving a DSHS request for a Vendor Evaluation, Contractor shall contact vendor applicant to set up an appointment to conduct the evaluation. Contractor shall conduct on-site evaluation, completing WIC Vendor Evaluation Forms and fax/return forms to the DSHS no later than one business day after the on-site evaluation.
- K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Contractor shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.
- L. Issue pre-numbered food instruments furnished by DSHS to qualified participants who shall use such instruments to obtain specified food items from participating vendors; maintain complete accountability and security of all food instruments received from DSHS. Contractor shall be held financially responsible for all unaccounted for food instruments and/or for the redeemed value of those issued to ineligible participants. In addition, Contractor shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the WIC Policy and Procedures Manual.
- M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) or equivalent telecommunications equipment at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT or other equivalent telecommunications equipment installations for new sites or sites moving from one location to another requires a minimum of 45 days notice.
- N. Connect portable computers (notebook or laptop) that use Texas-WIN software daily to a (VSAT) or other DSHS provided telecommunications access point to transfer data to and receive updates from DSHS. Daily is defined as Monday – Friday and Saturday if WIC services are provided. Portable computers may go to any of the Contractor's WIC sites for data transfer.

- O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations.
- P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Contractor's Annual Plan of Operations as approved by DSHS and incorporated by reference in this Program Attachment.
- Q. Implement or expand Contractor's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC participants in normal breastfeeding situations. Funding for this activity will be contingent on availability and written approval by DSHS.
- R. Implement special projects according to DSHS-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Contractor and approved by DSHS. Funding for special projects is contingent upon availability and approval in writing by DSHS of the Contractor's plan for the special project.
- S. Implement lactation services for WIC participants who have breastfeeding problems that are beyond the expertise of Contractor's local WIC staff and/or peer counselors using International Board Certified Lactation Consultants or the most qualified equivalent. Lactation services may also include Contractor's Local WIC Agency staff training and the provision of lactation equipment. DSHS will provide written approval of Contractor's plan to use lactation funding. Contractor's plan shall include qualifications of any non-board certified lactation consultant, which is included in the proposal.
- T. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Contractor's staff is approved in writing by DSHS to participate in the DSHS Dietetic Internship program. This internship will consist of no less than 1200 hours of supervised learning experiences in a variety of nutrition-related facilities and will prepare Contractor's selected staff member to better meet the needs of WIC participants.
- U. Stock DSHS-provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. During the term of this Program Attachment, DSHS reserves the right to withhold payment if Contractor fails to accurately complete and submit breast pump receiving reports within three (3) business days of receiving a DSHS breast pump delivery.
- V. Implement or expand Contractor's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Contractor that includes, but not limited to: assistance with quality assurance, staff training, assistance with the Annual Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Attachment as amended, including, but not limited to:

1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
3. Child Nutrition Act of 1966, as amended, 42 USC 1786.

The following documents are incorporated by reference and made a part of this Program Attachment:

1. DSHS Standards for Public Health Clinic Services, revised August 2004, or latest revision;
2. USDA Food and Nutrition Service (FNS) Guidelines;
3. USDA FNS Instructions issued under the FNS Directives Management System; and
4. Current WIC Policy and Procedures Manual.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities related to WIC, including timeframes, budget, and any revisions shall be approved by DSHS.

## SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall ensure:

- 1) An average of 95% of families a quarter who participate in DSHS WIC Program by receiving food instruments shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;
- 2) Of all pregnant women who enter DSHS WIC Program, an average of 20% a quarter shall be certified as eligible during the period of the first trimester of their pregnancy;
- 3) An average of 85.5% of clients a quarter who are enrolled in the DSHS WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food instrument recipients each month (breast-feeding infants are also included in the client count); and

- 4) 98% of participants who indicate during the enrollment process for the DSHS WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

Contractor shall submit the *WIC Local Agency Performance Measure Report* which describes Contractor's efforts towards meeting performance measures. The report shall be in an approved format as provided by DSHS, and shall be completed and submitted to DSHS within fifteen (15) calendar days after the end of each month.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: DSHS may renew this contract for one renewal period if funds are available.

SECTION V. PAYMENT METHOD: Cost reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at [WicVouchers@dshs.state.tx.us](mailto:WicVouchers@dshs.state.tx.us)

SECTION.VII. BUDGET:

SOURCE OF FUNDS: CFDA # 10.557.000; 10.557.013

DUNS NUMBER: 065032807

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed \$794,199.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, Section 1.07, **Statutes and Standards of General Applicability**, is hereby amended to include the following:

Contractor shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI, Civil Rights Act of 1964; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be

excluded from participation under any program or activity for which Contractor receives federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Program Attachment.

Contractor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and State of Texas personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Contractor violates any nondiscrimination laws. This Assurance is binding on Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Core Contract are authorized to sign this Assurance on behalf of Contractor.

Contractor shall comply with all of the requirements of the current WIC Policy and Procedures Manual and Program rules as well as state and federal laws and amendments governing or regulating the WIC Program. A copy of the current WIC Policy and Procedures Manual has been made available to Contractor. The WIC Policy and Procedures Manual, and all revisions made to the WIC Policy and Procedures Manual are incorporated into this Agreement by reference. Contractor has a duty to remain familiar with the contents within the WIC Policy and Procedures Manual.

Contractor is responsible for ensuring that employees or agents acting on behalf of Contractor comply with all of the requirements of the WIC Policy and Procedures Manual, Program rules and all state and federal laws and amendments governing and regulating the WIC Program.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.01, **Payment Methods**, is hereby modified to include the following paragraphs:

The participant caseload will be assigned by DSHS by giving written notice to Contractor. The participant caseload is subject to change upon written notice to Contractor from DSHS with Contractor's concurrence. Contractor assumes liability for all food costs resulting from Contractor exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

DSHS will reimburse Contractor for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing food instruments, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" set out below, based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food

instruments whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Contractor's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Program Attachment term. Surplus encumbered by September 30 shall be billed and vouchers received by DSHS no later than sixty (60) calendar days following the term of the Program Attachment.

**PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT:**

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of \$14.10 for each participant served as defined above.

DSHS may pay for additional goods or services as specified in this Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of DSHS to do so, and funds are available.

The Contractor will be notified if a change in funding occurs and will have thirty (30) days to provide written notice to the DSHS if it intends to terminate this Program Attachment.

Contractor agrees that:

- (1) Contractor shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the DSHS WIC Program.
- (2) DSHS will reimburse Contractor for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Contractor's assigned participant caseload, plus any incentive funds allocated to Contractor by DSHS.
- (3) DSHS will limit (cap) reimbursement of Contractor's indirect costs at twenty (20) percent applied to Contractor's total direct salaries plus benefits reimbursed by DSHS.
- (4) DSHS will identify annually to Contractor an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Contractor will be based on Contractor's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to DSHS WIC Program.
- (5) DSHS WIC Program also reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or

breastfeeding promotion is not being provided by Contractor, or Contractor is not complying with the provisions of USDA and/or DSHS directives.

- (6) DSHS reserves the right to utilize a competitive offering for the award of any future contracts at the end of the term of this Program Attachment.
- (7) DSHS may amend or terminate this Program Attachment if available funds become reduced, depleted, or unavailable during the term of the Program Attachment to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Program Attachment. DSHS will provide written notification to Contractor of such fact.
- (8) DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of DSHS and DSHS WIC Program to do so. If Contractor exceeds the amount of earned administrative funds as stated above, Contractor shall continue to bill DSHS for the services provided. If additional funds become available at a later date for the provision of these services, DSHS WIC Program may pay Contractor a share of these funds.
- (9) DSHS WIC Program will pay Contractor actual allowable costs not to exceed \$50,000.00 incurred in providing services to assist Local Agencies with management of participation growth, including, but not limited to, scheduling participants, clinic flow, and utilization of clinic space. These services include the following: (1) consultation with clinic staff regarding placement of equipment, clinic scheduling, clinic reconfiguration, changes in patient flow, and revision of staff duties; (2) visits to clinics to assure that changes are successfully implemented and to advise and make recommendations when problems arise; (3) evaluation and assistance to WIC clinics with processing applicants within federal timeframes; (4) other duties not listed but deemed necessary by either the Contractor or DSHS; (5) reporting to DSHS concerning services provided to Local Agencies and Local Agency clinic efficiency; and (6) consultation with DSHS concerning design and implementation of a new computerized system for administering and tracking WIC program activity.
- (10) DSHS may provide incentives to Contractor's Local WIC Agencies for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.
- (11) During the term of this Program Attachment, DSHS may adjust the base reimbursement rate as defined in this Program Attachment if it is in the best interest of DSHS and the DSHS WIC Program and if administrative WIC Grant funds change.



Contractor shall indicate separately on the face of the claim for reimbursement (State of Texas Purchase Voucher, Form B-13) the costs associated with nutrition education, breast-feeding, and other administrative costs.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.04, **Working Capital Advance**, is not applicable to this Program Attachment. However, Contractor will be allowed the option of receiving a two (2) month cash advance in accordance with WIC Program Policy and Procedures.

General Provisions, **Records Retention** Article VIII, Section 8.01, **Retention** shall be replaced with the following:

*Recordkeeping requirements.* Contractor shall maintain full and complete records concerning Program operations. Such records shall comply with 7 CFR Part 3016 and the following requirements:

- (1) Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food instrument issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.
- (2) All records shall be retained for a minimum of three years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA deems any of the WIC program records to be of historical interest, it may require DSHS or the Contractor to forward such records to the USDA whenever either entity is disposing of them.
- (3) Records for nonexpendable property acquired in whole or in part with WIC program funds shall be retained for three years after its final disposition.
- (4) All records shall be available during normal business hours for representatives of the USDA, DSHS and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

General Provisions, **Notice Requirements** Article X, Section 10.01, **Child Abuse Reporting Requirement**, is hereby amended to include the following:

If Contractor chooses to interview a client to determine if an affirmative defense to prosecution exists, **as defined by DSHS**, which would allow them under the DSHS policy to not make a report of child abuse, the Contractor shall conduct these interviews in the following manner:

- For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all

WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.

- The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
- Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.02, **Management and Control Systems**, Item a, regarding internal budgeting and Item c, regarding billing, collection, and fee schedules are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.06, **Overtime Compensation**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, the last three sentences of Section 12.20, **Equipment (including Controlled Assets) Purchases**, are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.23, **Property Inventory and Protection of Assets**, is amended to include the following:

Contractor shall also maintain an inventory of equipment and designated reportable assets placed in the custody of the Contractor by DSHS. Contractor shall submit an annual cumulative report to DSHS Property Management Group in a format and upon a delivery date designated by DSHS. Contractor shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it shall use the proceeds to repair or replace said assets.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.26, **Property Acquisitions**, is not applicable to this Program Attachment.

General Provisions, **General Terms** Article XIII, Section 13.15, **Amendment**, shall be replaced with the following:

The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract. Parties agree that this attachment may be amended during its term by Letters of Amendment to reflect funds awarded for special projects and to more accurately align the total Not To Exceed amount with funds the contractor may earn by contract performance. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract

or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF AMARILLO

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM

\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

(512) 458-7470

\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence



10801 Airport Boulevard  
Tel: (806) 335-1671

Amarillo, TX 79111-1211  
Fax (806) 335-1672

TO: Jarrett Atkinson  
City Manager

FROM: Patrick Rhodes, A.A.E.  
Director of Aviation

REFERENCE: Amendment to Task Order No. 6  
Ticket Level Bridge Project

DATE: September 24, 2012

The Ticket Level Bridge Project is complete and has provided a quality upgrade to the Airport's infrastructure. Highlights of the project include new pavement surfaces on the upper and lower drives, structural repairs to the ticket level garage entrance bridge, the cell phone lot and the signage improvements at the entrance to the terminal area.

We are working on various close out items associated with this project. There are two significant outstanding issues that need to be resolved. Both of those items are related to the number of days that were required to complete the project. The general contractor, AUI Contractors, Inc., did not complete the project within the contract days. When actual days were calculated, AUI was ninety-five (95) over the allocated days. In accordance with our contract, we will withhold \$95,000.00 in liquidated damages from AUI's final contract payment. AUI has been notified of our intention of implement the liquidated damages.

The second item is the attached amendment to the KSA Engineers task order No. 6. Due to the delays in completion of the construction contract additional fees have been requested by KSA. A review of this specifics of the requested fees has been made and it has been determined that the amount of \$90,944.00 is reasonable.

Your review and approval of this Task Order No. 6 will be appreciated.

**Amendment To Task Order No. 6**

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1. Background Data:

- a. Effective Date of Task Order Agreement: August 4, 2009
- b. Owner: City of Amarillo
- c. Engineer: KSA Engineers, Inc.
- d. Specific Project: Ticketing Level Bridge Replacement, Baggage Level Paving Improvements, Cell Phone Parking Lot and Entry Road Reconstruction

2. Description of Modifications

- a. Engineer shall perform the following Additional Services: Provide construction administration and RPR services beyond the contract terms set forth in the Work Order.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: N/A
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: lump sum of \$18,755 for construction administration and hourly rates for RPR up to an additional amount of \$72,189
- e. The schedule for rendering services under this Task Order is modified as follows: N/A
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$207,169
- b. Net change for prior amendments: \$ 0
- c. This amendment amount: \$ 90,944
- d. Adjusted Task Order amount: \$298,113

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

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OWNER: City of Amarillo

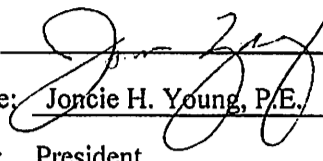
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ENGINEER: KSA Engineers, Inc.

By:  \_\_\_\_\_

Name: Joncie H. Young, P.E.

Title: President

Date Signed: 7/16/12

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600 South Tyler Street  
Suite 1403  
Amarillo, TX 79101  
806.335.1600



August 30, 2012

Mr. Jason Hettler  
AUI Contractors  
1114 10<sup>th</sup> Street  
Lubbock, TX 79401

*via Certified Mail*

Re: Rick Husband Amarillo International Airport  
Stop Work Order and Damages

Dear Jason,

The Airport agrees to a stop work order effective July 26, 2012, and intends to collect liquidated damages in accordance with the contract provisions. The Airport has incurred significant overall project cost overruns and lost revenue during the lengthy delays in finishing this project. Details are outlined in the following paragraphs.

The original substantial completion date was 1/21/12. According to my calculations, substantial completion was revised to 3/23/12 when 62 calendar days were added by Change Orders 1 and 3. Substantial completion was achieved on 6/5/12. The difference between those dates is 74 calendar days.

Given substantial completion on 6/5/12, the contract required final completion within 30 calendar days resulting in a final completion date of 7/5/12. The difference between that date and the stop work order date of 7/26/12 is 21 calendar days.

The time past substantial and final completion totals to 95 calendar days. At \$1,000 per day that amounts to \$95,000 that the city will withhold from final payment. The airport will not assess further liquidated damages. The Airport will expect AUI to complete the remaining tasks in accordance with their previously presented schedule.

- Overhead Sign Electrical:
  - o Anticipated material delivery date: 8/27/12
  - o Anticipated install duration: 2 weeks
  - o Final completion of electrical: 9/7/12
- Stainless Steel Column Wraps:
  - o Anticipated receipt of the material: 9/7/12
  - o Anticipated installation duration: 3 days:
  - o Final completion estimate for column wraps: 9/11/12

Please let me know if you have questions or comments about the Airport's position.

Sincerely,  
KSA Engineers, Inc.

A handwritten signature in black ink that reads 'Clayton A. Scales, P.E.' The signature is written in a cursive style.

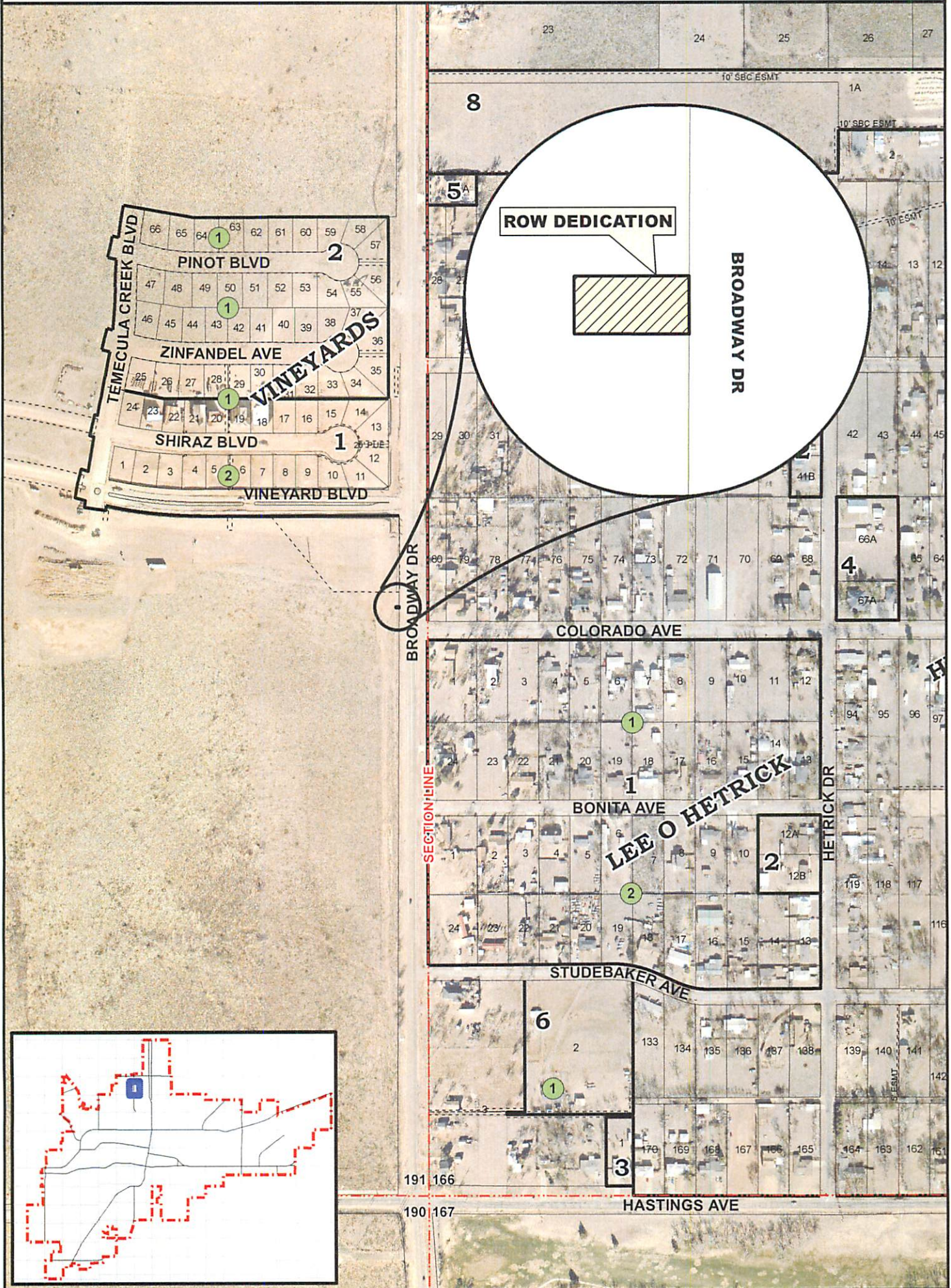
Clayton A. Scales, P.E.  
Manager, Amarillo Office

[www.ksaeng.com](http://www.ksaeng.com)



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: JASON HETTLER AUI CONTRACTORS 4775 NORTH FREEWAY FORT WORTH, TX 76106	B. Received by (Printed Name)	C. Date of Delivery 9/21
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
7011 3500 0001 5637 4926	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

# DEDICATION OF ROW



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

D-12-13 Dedication of a 50 square foot unplatted tract for public right-of-way purposes in Section 191, Block 2, AB&M Survey, Potter County, Texas.

Grantor: Thomas Nielsen

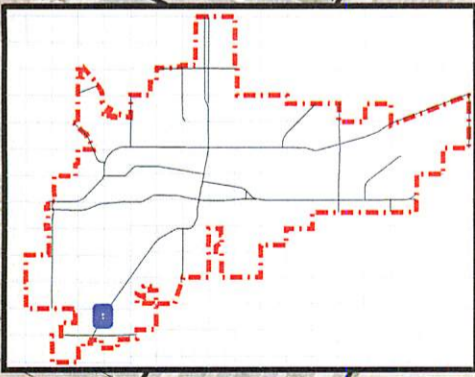
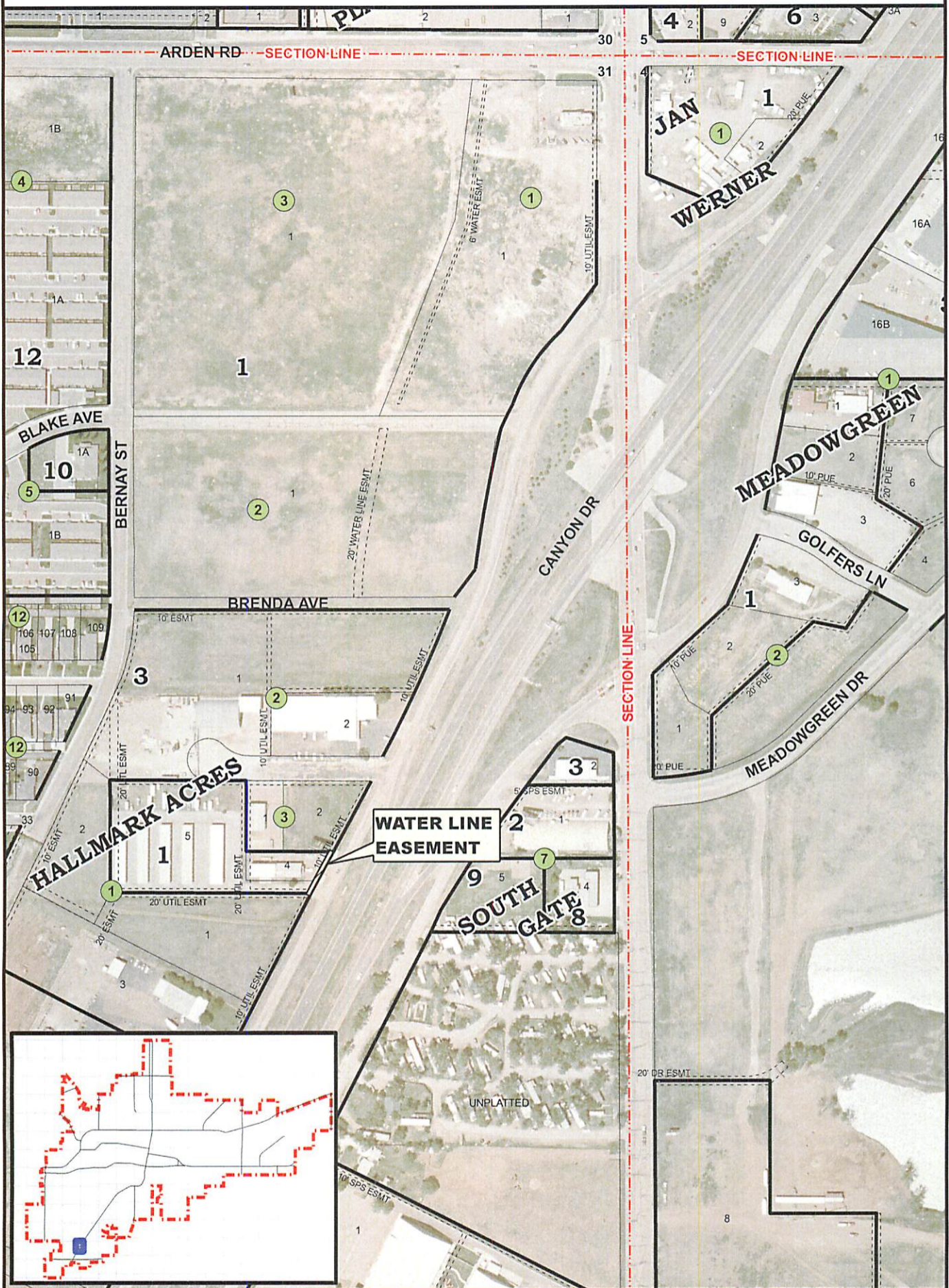
Vicinity: Broadway Dr. & Colorado Ave.

Scale: 1" = 400'  
Date: 9-25-12  
Case No: D-12-13



AP: M-8

# DEDICATION OF WATER LINE EASEMENT



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

D-12-12 Dedication of a 10ft. Water Line Easement  
in Section 31, Block 9, BS&F Survey, Randall  
County, Texas.

Grantor: Leonard J. Sadler

Vicinity: Canyon Dr. & Hallmark Ave.

Scale: 1" = 300'  
Date: 8-3-12  
Case No: D-12-12



**BOARDS AND COMMISSIONS – VACANCIES**

**Airport Board (3 year term)**

Quarterly, Third Monday, 10:30 am, Airport Terminal Building, Conference Room

01/16/07	Robert Gamble	10/01/12
01/12/10	Jim Mitchell	10/01/12
01/16/07	Dr. Tom Nichols	10/01/12

**Amarillo Housing Finance Corporation (3 year term)**

Meets as needed at City Hall

06/27/95	Kelly Forehand (resigned)	06/30/13
06/27/95	Rick Jones (resigned)	06/30/13
10/09/07	Gary Moore (resigned)	06/30/13

**Board of Hospital Managers (2 year term)**

Meets as needed at City Hall

10/14/08	Murielle Barnes	10/01/12
12/12/06	Greg Graham	10/01/12
11/23/10	Chuck Speed	10/01/12

**Board of Review for Landmarks and Historic Districts (3 year term)**

Second Thursday, every month if needed, 5:15 pm, City Hall, Room 306

08/22/06	Bill Snure	05/21/12
11/19/02	Lowell Stapf	05/21/12
06/17/08	Cliff Vanderpool	05/21/12

**Community Development Advisory Committee (2 year term)**

Second Tuesday, months vary with funding requests, 7:00 pm, Downtown Library

04/27/10	Chuck Parr (Chair, resigned)	12/31/2013
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**Downtown Urban Design Review Board (3 year term)**

As needed, City Hall, Room 306

08/17/10	Charles Lynch (Alternate)	08/13/13
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**Environmental Advisory Committee (1 year term)**

Meets the first and third Tuesdays every month, 11:45 am, City Hall, Room 306

08/16/11	Mary Emeny (resigned)	09/01/12
08/16/11	Keith Grays (resigned)	09/01/12
08/16/11	Angie Hanna (resigned)	09/01/12

**Photographic Traffic Signal Enforcement Committee**

08/14/2012	Ken Graham
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**Texas Panhandle Centers (2 year term)**

Fourth Thursday, every month, 9:30 am, Texas Panhandle Offices, 1501 Taylor

09/19/00	Dr. Sam Reeves	10/27/12
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**Traffic Commission (3 year term)**

06/28/11	Ken Graham	03/31/3013
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**Zoning Board of Adjustment (3 year terms)**

As needed, City Hall, Commission Chamber

2 - Alternate Board Member Positions