

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, OCTOBER 9, 2018 AT 1:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

INVOCATION: Nell Newton, Minister of Amarillo Universalist Fellowship

PRESENTATION: Community Wildfire Protection Plan Signing

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Discuss Legislative Agenda; and
 - C. Downtown Parking Management and Valet Ordinance Discussion; and
 - D. State of the City October 10; and
 - E. North Heights Community Cleanup Update;
 - F. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **MINUTES:**

Approval of the City Council minutes for the meetings held on October 2, 2018.

B. **CONSIDERATION OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT AGREEMENT FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael W. Conner Director of Aviation)

The Department of Aviation is seeking approval of the 2019 RAMP Grant agreement. This grant will match funds up to \$42,000 for special projects and services at the Airport approved under the General Maintenance guidelines in this grant agreement.

C. **APPROVAL OF AMARILLO CP1704 AMENDMENT 4 FOR THE AGREEMENT-IN-PRINCIPLE (AIP) GRANT (PANTEX):**

(Contact: Chip Orton, Emergency Management)

This agenda item is to approve a budget amendment which is the money for Fiscal Year 2018/2019 with the Agreement-in-Principle (AIP) Grant (Pantex). This is a yearly contract that will result in the amount of up to \$659,116.00 to be spent by the City of Amarillo as part of this grant.

D. **AWARD – OFFICE FURNITURE ANNUAL CONTRACT:**

(Contact: Trent Davis, Purchasing Agent)

Recommend award to Navajo Office Products in an not-to-exceed list price amount of \$500,000. This annual contract is awarded on the Cooperative Purchasing Network TCPN Blanket Purchase Agreement #R142208. Navajo Office Products is a HUB vendor.

E. **AWARD – CLAMPS SUPPLY AGREEMENT:**

(Contact: Trent Davis, Purchasing Agent)

Award to Triple T Pipe	\$41,608.98
Award to Western Industrial Supply Co.	\$24,523.08
Award to Morrison Supply Co.	\$16,712.90
Award to Core and Main	\$ 140.08
Total Awarded:	\$82,985.04

Award of Clamps Supply Agreement for use by the Water Distribution and Parks Departments.

F. **AWARD – MEDICAL SUPPLIES ANNUAL CONTRACT:**

(Contact: Trent Davis, Purchasing Agent)

Minnesota Multistate Contracting Alliance (MMCAP) -- \$155,579.32

This award is to approve an annual contract for the purchase of medical supplies.

G. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR DIGESTER MIXING REHABILITATION AT HOLLYWOOD ROAD WASTE WATER TREATMENT PLANT:**

(Contact: Kyle Schniederjan, Director of CP&DE)

KSA Engineers, Inc. -- \$186,500.00

This item is to consider the award of a Professional Services Agreement for Engineering Services for the design, bidding and construction services phases of the project by KSA Engineers, Inc. at a cost not-to-exceed \$186,500.00.

3. **NON-CONSENT ITEMS:**

A. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7764:**

(Contact: Cris Valverde, Planning & Development Services Assistant Director)

This is a public hearing and first reading of an ordinance vacating a five-foot Public Utility Easement in Lot 4, Block 1, Belmont Park Addition Unit No. 1, in Section 157, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Amarillo Boulevard and Houston Street.)

B. **EXECUTIVE SESSION:**

City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

1) Section 551.072 - Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:

- (a) Multiple properties located in the vicinity of North Fillmore Street and Amarillo Boulevard.
- (b) Discuss purchase of multiple properties in the vicinity of Southeast 3rd Avenue and South Johnson Street, north of the Civic Center.
- (c) Discuss properties located in the N.E. quadrant of the Downtown Business District.

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

Posted this 5th day of October 2018.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 2nd day of October 2018, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

FREDA POWELL
EDDY SAUER
HOWARD SMITH

COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent were Mayor Nelson and Councilmember Hays. Also in attendance were the following administrative officials:

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

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

PUBLIC COMMENT

Jesse Pfrimmer, 5723 South Milam Street, complimented City staff in helping clean up the debris at the old St. Anthony's Hospital. He stated many citizens have come together to bring life back to the area. Nathan Smith, 501 Fescue Avenue, spoke on the chipping sites reopening. He also spoke on paying for solid waste disposal twice. James Schenck, 6216 Gainsborough Road, spoke on the L.A. Fuller contract for Bell Street. He also reemphasized the Council meeting times, and dividing Americans with diversity and equal outcome. Mike Fisher, 4410 Van Kriston Drive, spoke on previous economic development projects and questioned AEDC's commitment of \$69 million for the Texas Tech University Vet School project. Noah Dawson, 1133 Sugarloaf Drive, spoke on interruptions by Councilmembers during Public Comment. Signed up but did not appear: Claudette Smith, 4410 Van Kriston Drive. There were no further comments.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 2nd day of October 2018, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent was Councilmember Hays. Also in attendance were the following administrative officials:

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

The invocation was given by Candy Gibbs.

Proclamations were presented for: "Fire Prevention Month," "Dyslexia Awareness Month," "Realtor Day," and "Domestic Violence Awareness Month."

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments.
There were no items discussed.
- B. Update on Community Wildfire Protection Plan.
Chief Greenlee and District Chief Ward gave a presentation on this subject.
- C. Reports and updates from City Councilmembers serving on outside boards:
Councilmember Smith provided an update on the First Responders Excellence and Innovation Fund Board.
- D. Consider future Agenda items and request reports from City Manager:
There were no items discussed.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent action items, seconded by Councilmember Smith.

- A. MINUTES:
Approval of the City Council minutes for the meetings held on September 25, 2018.
- B. ORDINANCE NO. 7763:
(Contact: Cris Valverde, Planning and Development Services Assistant Director)
This is the second and final reading of an ordinance rezoning Lot 1, Block 7, Martin Addition Unit No. 3, in Section 136, Block 2, AB&M Survey, Potter County, Texas plus one half of all bounding streets, alleys, and public ways to change from Residential District 1 with Specific Use Permit 22 to Residential District 1 with a Specific Use Permit for a martial arts and athletic center. (Vicinity Martin Road and Marrs Street.)

C. **CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO SUPPLEMENT TXDOT HIGHWAY MAINTENANCE OPERATIONS:**

(Contact: Michael Kashuba, Director of Parks and Recreation)

This item authorizes the City to fund supplemental mowing operations via the TxDOT maintenance program for the State right-of-ways along IH-40 and IH-27 within the City limits. Each supplemental mowing is estimated to cost \$25,428, with authorized funding for up to 3 supplemental mowing operations annually, totaling \$76,284.

D. **PURCHASE – ASPHALTIC EMULSION CHFRS-2P:**

(Contact: Trent Davis, Purchasing Agent)

Award to Ergon Asphalt & Emulsion, Inc. – \$150,000.00

This item awards a contract for the purchase of CHFRS-2P Emulsion used by the Street Division to seal cracks in paved streets from November through March.

E. **CONSIDER PURCHASE OF PORTABLE LANDFILL FENCE:**

(Contact: Blair Snow, Interim Assistant Director of Public Works)

Hawaii Drillers, Inc. -- \$53,085.00

This item is to consider the purchase of portable landfill fence needed to enclose area and to prevent debris from blowing to surrounding areas.

F. **AWARD – NEW LIGHTS AND POLES FOR DOWNTOWN PROJECTS:**

(Contact: Trent Davis, Purchasing Agent)

Award to Techline Inc. -- \$168,837.60

This award is to approve the purchase of Downtown Lights and Poles

Voting AYE were Mayor Nelson, Councilmembers Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented an item to purchase the scheduled replacement of 100 three-cubic yard dumpsters. This annual purchase of replacement dumpsters allows the Solid Waste Division to maintain the current service level. This item was presented by Raymond Lee, Public Works Director. Motion was made by Councilmember Smith, and seconded by Councilmember Powell, that this purchase be approved.

Voting AYE were Mayor Nelson, Councilmembers Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

2B



Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/09/2018	Council Priority	Safety Program
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDERATION of the Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant agreement for the Rick Husband Amarillo International Airport.

Agenda Item Summary

The Department of Aviation is seeking approval of the 2019 RAMP Grant agreement. This grant will match funds up to \$42,000 for special projects and services at the Airport approved under the General Maintenance guidelines in this grant agreement.

Requested Action

Approve the Texas Department of Transportation RAMP Grant, TxDOT CSJ No.: M1904AMRI

Funding Summary

The following projects have been approved by TxDOT:

- Runway Rubber Removal: FY 17/18 Budget (Project Number: 540181).
- Airport Wildlife Mitigation: FY 18/19 Airport O&M Budget.

Community Engagement Summary

Level 1 – Modest impact on selected area and/ or community group.

Staff Recommendation

Department staff recommend the approval of TxDOT CSJ No.: M1904AMRI.



10801 Airport Boulevard
Tel: (806) 335-1671

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

To: Jared Miller
City Manager

Through: Floyd Hartman
Assistant City Manager

From: Mike Conner, C.M.
Director of Aviation

Date: September 27, 2018

Re: State of Texas, Department of Transportation
RAMP Grant, TxDOT CSJ No.: M1904AMRI

The Airport is in receipt of a grant application from Texas Department of Transportation. The Airport is eligible for the grant due to its classification as a non-hub primary airport. The scope of the grant is to aid airports with funding needed for operations/maintenance tasks throughout the year.

Two items have been approved for these grant funds. The first item is the procurement of services to remove the buildup of rubber on the Airport's runways. The second item is funding allocated for wildlife mitigation efforts within the parking structure and on the airfield. These purchases support the Airport's ongoing maintenance program and improve safety for the traveling public.

The grant will pay for 50% of approved services up to \$50,000. Initial estimates show that the airport will request approximately \$42,000 from TxDOT.

Your consideration of this request is appreciated. Please see the following attachments.

Attachments: TxDOT Grant Application and Council Agenda Transmittal Memo

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M1904AMRI

Part I - Identification of the Project

TO: The City of Amarillo, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Amarillo, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the AMARILLO - RICK HUSBAND AMARILLO INTL Airport.

Part II - Offer of Financial Assistance

- I. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2019, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

- f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Amarillo, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Amarillo, Texas

Sponsor

Sponsor Signature

City Manager

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Amarillo, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Attorney's Signature

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M1904AMRI

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted By: The City of Amarillo, Texas

Signature

Title: City Manager

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1904AMRI

The City of Amarillo does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of Amarillo, Texas

By: _____

Title: City Manager

Date: _____

Certification of State Single Audit Requirements

I, Michael W. Conner, do certify that the City of Amarillo, Texas,
(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Amarillo, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Amarillo, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Michael W. Conner
Signature

Director of Aviation
Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1904AMRI

The City of Amarillo, Texas, designates, Michael W. Conner, Director of Aviation
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The City of Amarillo, Texas

By: _____

Title: City Manager

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: Department of Aviation
10801 Airport Blvd.
Amarillo, TX 79111

Overnight Mailing Address: Department of Aviation
10801 Airport Blvd.
Amarillo, TX 79111

Telephone Number: (806) 335-1671

Fax Number: (806) 335-1672

Email Address: Michael.conner@amarillo.gov

Amarillo City Council Agenda Transmittal Memo



20

Meeting Date	10/9/2018	Council Priority	Public Safety
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Department	Emergency Management	Contact Person	Chip Orton
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Agenda Caption

Approval of Amarillo CP1704 Amendment 4 for the Agreement-in-Principle (AIP) Grant (Pantex).

Agenda Item Summary

This agenda item is to approve a budget amendment which is the money for Fiscal Year 2018/2019 with the Agreement-in-Principle (AIP) Grant (Pantex). This is a yearly contract that will result in the amount of up to \$659,116.00 to be spent by the City of Amarillo as part of this grant.

Requested Action

The Office of Emergency Management recommends that the City Council authorize the City Manager to sign the contract amendment.

Funding Summary

The contract authorizes payments up to \$659,116.00 to the City for salaries, equipment, and other items as stated in the contract.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this budget amendment.

MWJ
10-1-18

AMENDMENT NO. 4
CONTRACT NO. CP1704

BETWEEN

City of Amarillo ("Contractor")
P.O. Box 1971
Amarillo, Texas 79105-1971

AND

Texas Comptroller of Public Accounts ("Comptroller")
State Energy Conservation Office
111 E. 17th Street, Room 311
Austin, Texas 78774

I. Recitals

WHEREAS, Comptroller and Contractor entered into an interlocal cooperation contract, Contract No. CP1704 ("Contract"), effective October 1, 2016 through September 30, 2021, for certain services related to the Pantex Program and the Agreement in Principle between the State of Texas and the U.S. Department of Energy;

WHEREAS, on September 1, 2017, Comptroller and Contractor executed Amendment No. 1 to move funds between budget categories in fiscal year 2017 funding;

WHEREAS, on November 7, 2017, Comptroller and Contractor executed Amendment No. 2 to add fiscal year 2018 funding;

WHEREAS, on August 10, 2018, Comptroller and Contractor executed Amendment No. 3 to add fiscal year 2018 funding for the replacement of equipment and to move funds between budget categories; and

WHEREAS, Comptroller and Contractor desire to execute this Amendment No. 4 ("Amendment") to add fiscal year 2019 funding in the amount of \$242,059.00 and to make other amendments as provided herein;

NOW, THEREFORE, Comptroller and Contractor hereby agree to amend the Contract as follows:

II. Amendments

1. The first sentence of Article IV. Payments, is hereby deleted in its entirety and replaced with the following: "Total payments to Contractor under this Agreement shall not exceed **SIX HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED SIXTEEN AND 00/100 DOLLARS (\$659,116.00).**"
2. Attachment B, Budget, is hereby deleted in its entirety and replaced with the revised Attachment B, attached hereto and incorporated herein.

III. Terms and Conditions

1. Except as expressly stated herein, all other terms of the Contract remain unchanged, are in full force and effect, and are hereby ratified and affirmed by the parties.

AMENDMENT NO. 4 TO CONTRACT NO. CP1704

**ATTACHMENT B
BUDGET**

	Cumulative Budget	Add FY2019 Funding	Revised TOTAL Budget
<u>PERSONNEL</u>¹			
Salaries	\$169,243.55	\$ 77,002	\$246,245.55
Benefits	\$ 60,396.45	\$ 26,443	\$ 86,839.45
<u>TRAVEL</u>²			
Airfare, per diem, mileage, and other direct travel expenses	\$ 17,000.00	\$ 12,000	\$ 29,000.00
<u>EQUIPMENT</u>³	\$ 76,000.00	\$ 10,000	\$ 86,000.00
<u>SUPPLIES</u>	\$ 28,500.00	\$ 97,000	\$125,500.00
<u>OTHER</u>	\$ 36,993.00	\$ 10,500	\$ 47,493.00
<u>INDIRECT COSTS</u>	\$ 28,924.00	\$ 9,114	\$ 38,038.00
<u>TOTAL BUDGET</u>	<u>\$417,057.00</u>	<u>\$242,059</u>	<u>\$659,116.00</u>

¹ Chip Orton shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of Contractor.

² Out-of-state travel requires prior approval of Comptroller. All actual, reasonable travel expenses will be reimbursed at state authorized rates.

³ Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of five thousand dollars (\$5,000.00) or more per unit. Title to and control over all equipment over \$5,000 purchased in connection with this Contract shall remain with the Contractor as long as it is being used for the purpose for which it was intended under the terms of this Contract.

2D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 9, 2018	Council Priority	N/A
Department	Purchasing		
Contact	Trent Davis – Purchasing Agent		

Agenda Caption

Award – Office Furniture Annual Contract

Recommend award to Navajo Office Products in an not to exceed List Price amount of \$500,000. This annual contract is awarded on the Cooperative Purchasing Network TCPN Blanket Purchase Agreement #R142208. Navajo Office Products is a HUB vendor.

Agenda Item Summary

Award of office furniture to be used by various City Departments. This contract is an agreement with HON Furniture through the local service dealer Navajo Office Products. This agreement is based off of List price volume discounts. Amarillo College, Amarillo Independent School District, Canyon ISD, City of Amarillo, City of Canyon, Potter County and Randall County make up the agreement with HON through Navajo Office Products

Requested Action

Consider approval and award for the Office Furniture Annual Contract

Funding Summary

Funding for this award is available in the using department's accounts

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.



September 14, 2018

Blanket Purchase Agreement

BPA Number: City of Amarillo BPA

(This number should be placed on all orders)

This Blanket Purchase Agreement (this "Agreement") is effective as of 10/22/2018 ("Effective Date"), by and between The HON Company LLC ("HON") and the City of Amarillo (the "Agency"). HON and the Agency have entered into this Agreement in order for the Agency to purchase HON commercial products ("Products") and related services ("Services") directly from HON. HON may utilize its network of authorized dealers in the performance of this Agreement.

Except as expressly stated herein, Agency's purchase of Products and Services are based upon the pricing, terms and conditions set forth in HON's National IPA Contract # R142208, by and between HON and the National Intergovernmental Purchasing Alliance (National IPA) (the "National IPA Contract"). The pricing and available Products and Services of the HON National IPA Contract may be amended, revised, or renewed from time to time pursuant to the terms of the National IPA Contract, and all such changes, amendments and revisions are incorporated by reference herein without need to formally amend this Agreement.

During the following dates: 10/22/2018 – 10/21/2019, the Agency agrees to purchase a minimum of \$500,000.00 list of product from HON ("Annual Purchase Projection"), determined on cumulative invoiced purchases during the term. In consideration for the Annual Purchase Projection, the Agency shall be entitled to purchase HON products at the discounts off the current list price in effect under the HON National IPA Contract. As of the Effective Date, the current discounting applicable to Agency's purchases of Products is as follows:

Systems and Pedestals	72.1%
Metal Desking and Computer Support	64.5%
Lateral Files and Storage	71.1%
Other Filing and Storage	71.1%
Executive Office Furniture Casegoods	63.2%
Conference Room Furniture	63.2%
Tables	63.2%
Reception Seating	64.0%
Multiple Seating	64.0%
Multi-Purpose Seating Steel	64.0%
Multi-Purpose Seating Wood	64.0%
Stacking Seating	64.0%
Voi	63.5%
Education	61.7%
Balance of Line	58.7%

HON reserves the right to deny the Agency future Blanket Purchase Agreements.

The pricing applicable to installation in the National IPA Contract shall not apply to any purchases for Services made by Agency from HON through an authorized dealer. All pricing for installation Services must be negotiated on a case by case basis between Agency and an authorized dealer.

All of Agency's orders shall reference the National IPA Contract number: R142208, and the BPA number at the top of this Agreement. Each order must have a single "ship-to" destination within the United States in order for the freight to be paid by HON.

This Agreement expires 10/21/2019.

The following office(s) are hereby authorized to place orders under this Agreement:

Agency Name: City of Amarillo

Address: P.O. Box 1971

City, State, Zip Code: Amarillo, TX 79105

Will orders be placed by one centralized purchasing location? Yes

If no, please list other locations that will be utilizing this Agreement:

Orders may be sent to the HON Servicing Dealer providing the product installation services for review prior to order placement.

HON shall invoice the Agency upon shipment of Product.

Payment terms are net 30 days, with no additional discount for early payment.

Product shall be shipped not to exceed 60 days after receipt of a valid order.

The Agency:

(Printed Name)

(Signature)

(Title)

(Date)

The HON Company:

Cody Simmons
(Printed Name)

[Signature]
(Signature)

Bk Manager
(Title)

9.19.2018
(Date)

2E



Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 9, 2018	Council Priority	N/A
Department	Central Stores		
Contact	Trent Davis – Purchasing Agent		

Agenda Caption

Award - Clamps Supply Agreement
Award to Triple T Pipe: \$41,608.98
Award to Western Industrial Supply Co: \$24,523.08
Award to Morrison Supply Co: \$16,712.90
Award to Core and Main: \$140.08

Total Awarded: \$82,985.04

Agenda Item Summary

Award of Clamps Supply Agreement for use by the Water Distribution and Parks Department

Requested Action

Consider approval and award for the Clamps Supply Agreement

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 6181 CLAMIPS SUPPLY AGREEMENT
 Opened 4:00 p.m. September 6, 2018

To be awarded as one lot	MORRISON SUPPLY CO	TRIPLE T PIPE AND SUPPLY	CORE & MAIN	WESTERN INDUSTRIAL SUPPLY	POWERSEAL	K W SHARP INC
Line 1 Repair clamp, 2"X 8", per specifications 100 ea						
Unit Price	\$34.680	\$32.400	\$38.080	\$35.080	\$32.470	\$36.000
Extended Price	3,468.00	3,240.00	3,808.00	3,508.00	3,247.00	3,600.00
Line 2 Repair clamp, 3"X 6", per specifications 8 ea						
Unit Price	\$0.000	\$57.250	\$67.690	\$62.360	\$57.360	\$64.000
Extended Price	-	458.00	541.52	498.88	458.88	512.00
Line 3 Repair clamp, 4"X 10", per specifications 10 ea						
Unit Price	\$88.060	\$76.840	\$98.250	\$90.530	\$76.990	\$93.000
Extended Price	880.60	768.40	982.50	905.30	769.90	930.00
Line 4 Repair clamp, 6"X 10", per specifications 80 ea						
Unit Price	\$99.030	\$92.700	\$110.620	\$101.930	\$92.880	\$104.000
Extended Price	7,922.40	7,416.00	8,849.60	8,154.40	7,430.40	8,320.00
Line 5 Repair clamp, 8"X 10", per specifications 10 ea						
Unit Price	\$104.670	\$100.920	\$122.820	\$113.170	\$101.120	\$116.000
Extended Price	1,046.70	1,009.20	1,228.20	1,131.70	1,011.20	1,160.00
Line 6 Repair clamp, 10"X 20", per specifications 8 ea						
Unit Price	\$235.110	\$216.300	\$309.070	\$284.800	\$216.720	\$291.000
Extended Price	1,880.88	1,730.40	2,472.56	2,278.40	1,733.76	2,328.00

To be awarded as one lot	MORRISON SUPPLY CO	TRIPLE T PIPE AND SUPPLY	CORE & MAIN	WESTERN INDUSTRIAL SUPPLY	POWERSEAL	K W SHARP INC
Line 7 Repair clamp, 12"X 20", per specifications 4 ea						
Unit Price	\$255.160	\$246.170	\$357.880	\$329.770	\$246.650	\$337.000
Extended Price	1,020.64	984.68	1,431.52	1,319.08	986.60	1,348.00
Line 8 Tapping saddle, 4"X 1", per specifications 10 ea						
Unit Price	\$70.550	\$65.920	\$76.790	\$63.960	\$66.050	\$0.000
Extended Price	705.50	659.20	767.90	639.60	660.50	-
Line 9 tapping saddle, 6"X 1", per specifications 100 ea						
Unit Price	\$83.100	\$77.250	\$90.430	\$75.350	\$77.400	\$0.000
Extended Price	8,310.00	7,725.00	9,043.00	7,535.00	7,740.00	-
Line 10 Tapping saddle, 6"X 1", per specifications 40 ea						
Unit Price	\$102.840	\$96.820	\$111.960	\$93.250	\$97.010	\$0.000
Extended Price	4,113.60	3,872.80	4,478.40	3,730.00	3,880.40	-
Line 11 Tapping saddle, 10"X 1", per specifications 8 ea						
Unit Price	\$127.400	\$109.180	\$138.700	\$115.540	\$109.390	\$0.000
Extended Price	1,019.20	873.44	1,109.60	924.32	875.12	-
Line 12 Tapping saddle, 12"X 1", per specifications 10 ea						
Unit Price	\$149.110	\$120.510	\$162.360	\$128.460	\$120.740	\$0.000
Extended Price	1,491.10	1,205.10	1,623.60	1,284.60	1,207.40	-

To be awarded as one lot	MORRISON SUPPLY CO	TRIPLE T PIPE AND SUPPLY	CORE & MAIN	WESTERN INDUSTRIAL SUPPLY	POWERSEAL	K W SHARP INC
Line 13 Tapping saddle, 6"X 2", per specifications 10 ea						
Unit Price	\$104.390	\$97.850	\$113.680	\$86.140	\$98.040	\$0.000
Extended Price	1,043.90	978.50	1,136.80	861.40	980.40	-
Line 14 Tapping saddle, 8"X 2", per specifications 10 ea						
Unit Price	\$117.860	\$111.240	\$128.450	\$98.170	\$111.460	\$0.000
Extended Price	1,178.60	1,112.40	1,284.50	981.70	1,114.60	-
Line 15 Tapping saddle, 10"X 2", per specifications 4 ea						
Unit Price	\$150.270	\$111.240	\$163.640	\$126.910	\$111.460	\$0.000
Extended Price	601.08	444.96	654.56	507.64	445.84	-
Line 16 Tapping saddle, 12"X 2", per specifications 10 ea						
Unit Price	\$171.200	\$150.740	\$186.460	\$144.910	\$151.030	\$0.000
Extended Price	1,712.00	1,507.40	1,864.60	1,449.10	1,510.30	-
Line 17 Compression coupling, 2 1/2"X 6", per specifications 10 ea						
Unit Price	\$28.030	\$26.410	\$106.870	\$98.470	\$26.460	\$103.000
Extended Price	280.30	264.10	1,068.70	984.70	264.60	1,030.00
Line 18 Coupling, 3"X 7", per specifications 20 ea						
Unit Price	\$59.880	\$47.870	\$104.910	\$43.970	\$47.870	\$101.000
Extended Price	1,197.60	957.40	2,098.20	879.40	957.40	2,020.00

To be awarded as one lot	MORRISON SUPPLY CO	TRIPLE T PIPE AND SUPPLY	CORE & MAIN	WESTERN INDUSTRIAL SUPPLY	POWERSEAL	K W SHARP INC
Line 19 Coupling, 3"X 12", per specifications 10 ea						
Unit Price	\$83.030	\$70.070	\$137.800	\$74.340	\$70.210	\$132.000
Extended Price	830.30	700.70	1,378.00	743.40	702.10	1,320.00
Line 20 Coupling, 4"X 7", per specifications 10 ea						
Unit Price	\$73.000	\$55.320	\$101.980	\$51.310	\$55.430	\$98.000
Extended Price	730.00	553.20	1,019.80	513.10	554.30	980.00
Line 21 Coupling, 4"X 12", per specifications 20 ea						
Unit Price	\$109.440	\$86.520	\$178.380	\$93.190	\$86.690	\$170.000
Extended Price	2,188.80	1,730.40	3,567.60	1,863.80	1,733.80	3,400.00
Line 22 Coupling, 6"X 12", per specifications 20 ea						
Unit Price	\$178.670	\$144.200	\$329.660	\$303.770	\$144.480	\$315.000
Extended Price	3,573.40	2,884.00	6,593.20	6,075.40	2,889.60	6,300.00
Line 23 Coupling, 2"X 5", per specifications 200 ea						
Unit Price	\$28.030	\$21.120	\$42.140	\$30.610	\$21.160	\$40.000
Extended Price	5,606.00	4,224.00	8,428.00	6,122.00	4,232.00	8,000.00
Line 24 Compression Coupling, 4"X 5", per specifications 40 ea						
Unit Price	\$48.790	\$38.110	\$86.600	\$54.440	\$38.180	\$83.000
Extended Price	1,951.60	1,524.40	3,464.00	2,177.60	1,527.20	3,320.00

To be awarded as one lot	MORRISON SUPPLY CO	TRIPLE T PIPE AND SUPPLY	CORE & MAIN	WESTERN INDUSTRIAL SUPPLY	POWERSEAL	K W SHARP INC
Line 25 Compression Coupling, 6"X 5", per specifications 300 ea						
Unit Price	\$54.450	\$55.110	\$103.030	\$74.090	\$55.210	\$99.000
Extended Price	16,335.00	16,533.00	30,909.00	22,227.00	16,563.00	29,700.00
Line 26 Compression Coupling, 8"X 5", per specifications 60 ea						
Unit Price	\$88.080	\$74.710	\$129.230	\$93.870	\$74.850	\$124.000
Extended Price	5,284.80	4,482.60	7,753.80	5,632.20	4,491.00	7,440.00
Line 27 Compression Coupling, 10"X 6", per specifications 20 ea						
Unit Price	\$123.810	\$100.640	\$169.810	\$129.520	\$100.840	\$163.000
Extended Price	2,476.20	2,012.80	3,396.20	2,590.40	2,016.80	3,260.00
Line 28 Compression Coupling, 12"X 6", per specifications 20 ea						
Unit Price	\$131.820	\$126.790	\$206.440	\$155.770	\$127.040	\$198.000
Extended Price	2,636.40	2,535.80	4,128.80	3,115.40	2,540.80	3,960.00
Line 29 Retainer Gland kit, 6", per specifications 100 ea						
Unit Price	\$33.080	\$34.000	\$35.570	\$32.910	\$0.000	\$0.000
Extended Price	3,308.00	3,400.00	3,557.00	3,291.00	-	-
Line 30 Retainer Gland kit, 8", per specifications 20 ea						
Unit Price	\$43.880	\$46.000	\$49.540	\$43.650	\$0.000	\$0.000
Extended Price	877.60	920.00	990.80	873.00	-	-

To be awarded as one lot	MORRISON SUPPLY CO	TRIPLE T PIPE AND SUPPLY	CORE & MAIN	WESTERN INDUSTRIAL SUPPLY	POWERSEAL	K W SHARP INC
Line 31 Retainer Gland kit, 12", per specifications 30 ea						
Unit Price	\$79.730	\$84.000	\$93.160	\$79.310	\$0.000	\$0.000
Extended Price	2,391.90	2,520.00	2,794.80	2,379.30	-	-
Line 32 Foster adapter, 6", per specifications 40 ea						
Unit Price	\$88.830	\$78.000	\$86.320	\$84.380	\$0.000	\$0.000
Extended Price	3,553.20	3,120.00	3,452.80	3,375.20	-	-
Line 33 Flexible meter coupling, 1 1/2", per specifications 4 ea						
Unit Price	\$0.000	\$0.000	\$35.020	\$37.190	\$0.000	\$0.000
Extended Price	-	-	140.08	148.76	-	-
Line 34 Flexible meter coupling, 2", per specifications 4 ea						
Unit Price	\$0.000	\$0.000	\$42.460	\$41.200	\$0.000	\$0.000
Extended Price	-	-	169.84	164.80	-	-
Line 35 Flang coupling adapter, 3", per specifications 2 ea						
Unit Price	\$56.630	\$0.000	\$90.120	\$77.490	\$0.000	\$0.000
Extended Price	113.26	-	180.24	154.98	-	-
Line 36 Flang coupling adapter, 3" x 4", per specifications 4 ea						
Unit Price	\$0.000	\$0.000	\$327.250	\$96.620	\$0.000	\$0.000
Extended Price	-	-	1,309.00	386.48	-	-

To be awarded as one lot	MORRISON SUPPLY CO	TRIPLE T PIPE AND SUPPLY	CORE & MAIN	WESTERN INDUSTRIAL SUPPLY	POWERSEAL	K W SHARP INC
Line 37 Flang coupling adapter, 4", per specifications						
4 ea						
Unit Price	\$66.160	\$0.000	\$108.680	\$101.390	\$0.000	\$0.000
Extended Price	264.64	-	434.72	405.56	-	-
Line 38 Restrainer, 6", per specifications						
40 ea						
Unit Price	\$21.000	\$0.000	\$29.840	\$20.980	\$0.000	\$0.000
Extended Price	840.00	-	1,193.60	839.20	-	-
Bid Total	90,833.20	82,347.88	129,305.04	100,651.80	72,524.90	88,928.00
Award by Vendor	16,712.90	41,608.98	140.08	24,523.08		

Amarillo City Council Agenda Transmittal Memo



2F



Meeting Date	October 9, 2018	Council Priority	N/A
Department	WIC, Public Health, City Care		
Contact	Trent Davis – Purchasing Agent		

Agenda Caption

Award-Medical Supplies Annual Contract
Minnesota Multistate Contracting Alliance (MMCAP)

Total: \$155,579.32

This award is to approve an annual contract for the purchase of Medical Supplies

Agenda Item Summary

Award of Annual Medical Supplies for use by various City departments

Requested Action

Consider approval and award for the City Annual Contract of Medical Supplies

Funding Summary

Funding for this award is available in various City Departments

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of this contract

Bid No. 6216 MEDICAL SUPPLIES ANNUAL CONTRACT
Opened 4:00 p.m. September 19,2018

To be awarded as one lot MMCAP MINNESOTA MULTI STATE CO

Line 1 Medical and Dental Equipment and
Supplies , per specifications

1 ea	
Unit Price	\$155,579.320
Extended Price	155,579.32
Bid Total	155,579.32

Award by Vendor 155,579.32

Amarillo City Council Agenda Transmittal Memo



2C



Meeting Date	October 2, 2018	Council Priority	Infrastructure Initiative
Department	Capital Projects and Development Engineering		
Contact Person	Kyle Schniederjan, P.E. Director of Capital Projects & Development Engineering		

Agenda Caption

CONSIDER AWARD– Professional Services Agreement – Project #530017: Digester Mixing Rehabilitation at Hollywood Road WWTP

KSA Engineers, Inc. - \$186,500.00

Agenda Item Summary

This item is to consider the award of a Professional Services Agreement for Engineering Services for the design, bidding and construction services phases of the project by KSA Engineers, Inc. at a cost not-to-exceed \$186,500.00.

Requested Action

Consider approval and award to KSA Engineers, Inc. - \$186,500.00

Funding Summary

Funding for this amendment is available in the approved Capital Improvement Program Project #530017.17400.2150.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the agreement.

OK 8/28/2018 ✓
[Signature]

AGREEMENT FOR ENGINEERING SERVICES

Project # 530017

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and KSA Engineers, Inc. ("ENGINEER").

OWNER hereby engages ENGINEER to perform engineering services in connection with the study/design of Digester Mixing Rehabilitation at Hollywood Road WWTP Amarillo, Texas. ("Project")

The Scope of Work is more particularly set forth in the letter dated August 17, 2018 from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER's letter dated August 17, 2018 and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not to exceed fee of \$186,500.00 inclusive of expenses and based on the hourly rates set forth in ENGINEER's letter date August 17, 2018 attached hereto.

II.

ENGINEER will submit monthly billings to OWNER for payment. ENGINEER's billings will be in writing and of sufficient detail to fully identify the amount of work/driving performed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be David Mullins or their designee. ENGINEER will begin work on the Project upon execution of this Agreement by OWNER and shall complete the Project in a timely manner.

IV.

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. ENGINEER will enter into any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of ENGINEER.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

ENGINEER will provide **Liability** insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of not less than \$500,000.00 per claim.

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

KSA Engineers, Inc.
Attention: Clayton A. Scales, P.E.
600 South Tyler, Suite 1403
Amarillo, TX 79101
Telephone: 806-335-1600
Email: cscales@ksaeng.com

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

City of Amarillo, Texas
Attn: David Mullins
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9306
Email: david.mullins@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All

XXV.

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

XXVI.

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

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

ATTEST:

City of Amarillo
(OWNER)

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

KSA ENGINEERS, INC.

By: _____
Mitchell L. Fortrier, P.E., President

Date: 8/29/2018

3A



Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 9, 2018	Council Priority	Infrastructure Customer Service
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Department	Cris Valverde Assistant Director of Planning and Development Services
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Agenda Caption

ORDINANCE NO. _____

This is the first Reading of an ordinance for the vacation of a five-foot Public Utility Easement in Lot 4, Block 1, Belmont Park Addition Unit No. 1, in Section 157, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Amarillo Blvd. & Houston St.)

Agenda Item Summary

Analysis

The applicant is requesting abandonment of an existing Public Utility Easement in order to provide additional buildable lot area for upcoming construction on the lot. The easement was dedicated in 1926 and it was intended to be used for the installation of public utilities such as water, sewer, and/or other public franchised utilities.

Considering the lack of utility infrastructure in the easement, no side-yard setback is required for commercial land uses per current zoning (Light Commercial), and that a five-foot Public Utility Easement is too narrow for typical infrastructure installation, staff is of the opinion that it no longer serves its intended use and is not needed for any public purpose.

It is worth noting that should abandonment occur, no change in existing or future services would result whereas such services can be obtained via existing utilities either in Houston St. or within the easement to the of the lots on the block.

Requested Action/Recommendation

Considering all the above, staff is of the belief that with the easement no longer serving a public purpose, the applicant's request is appropriate. Planning Department staff presented its recommendation to the Planning and Zoning Commission at its September 24th regularly scheduled meeting and Planning Commissioners recommended approval of the request as presented.

Planning and Zoning Commission Draft Minutes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A PUBLIC UTILITY EASEMENT IN THE VICINITY OF AMARILLO BLVD. & HOUSTON ST., POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO THE PROPERTY OWNER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo has been petitioned to abandon an existing five foot Public Utility Easement in the vicinity of AMARILLO BLVD. and HOUSTON ST. in Potter County, Texas; and

WHEREAS, after reviewing information presented in the petition, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described Public Utility Easement; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that said Public Utility Easement described is no longer needed for a public purpose; and

WHEREAS, the City Council further determined that this Public Utility Easement abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood.

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

SECTION 1. That the herein-described Public Utility Easement to be vacated and abandoned for public purposes:

V-18-05 Vacation of a 5 ft. Public Utility Easement in Lot 4, Block 1, Belmont Park Addition Unit No. 1, in Section 157, Block 2, AB&M Survey, Potter County, Texas, (Vicinity: Amarillo Blvd. & Houston St.) and being further described in attached Exhibits 1 and 2.

SECTION 2. The City Manager is authorized to execute an instrument of conveyance to the land owner(s) as allowed by law.

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

SECTION 4. Severability. If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 5. Effective Date. This ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of October, 2018 and PASSED on Second and Final Reading on this the ____ day of October, 2018.

Ginger Nelson, Mayor

ATTEST:

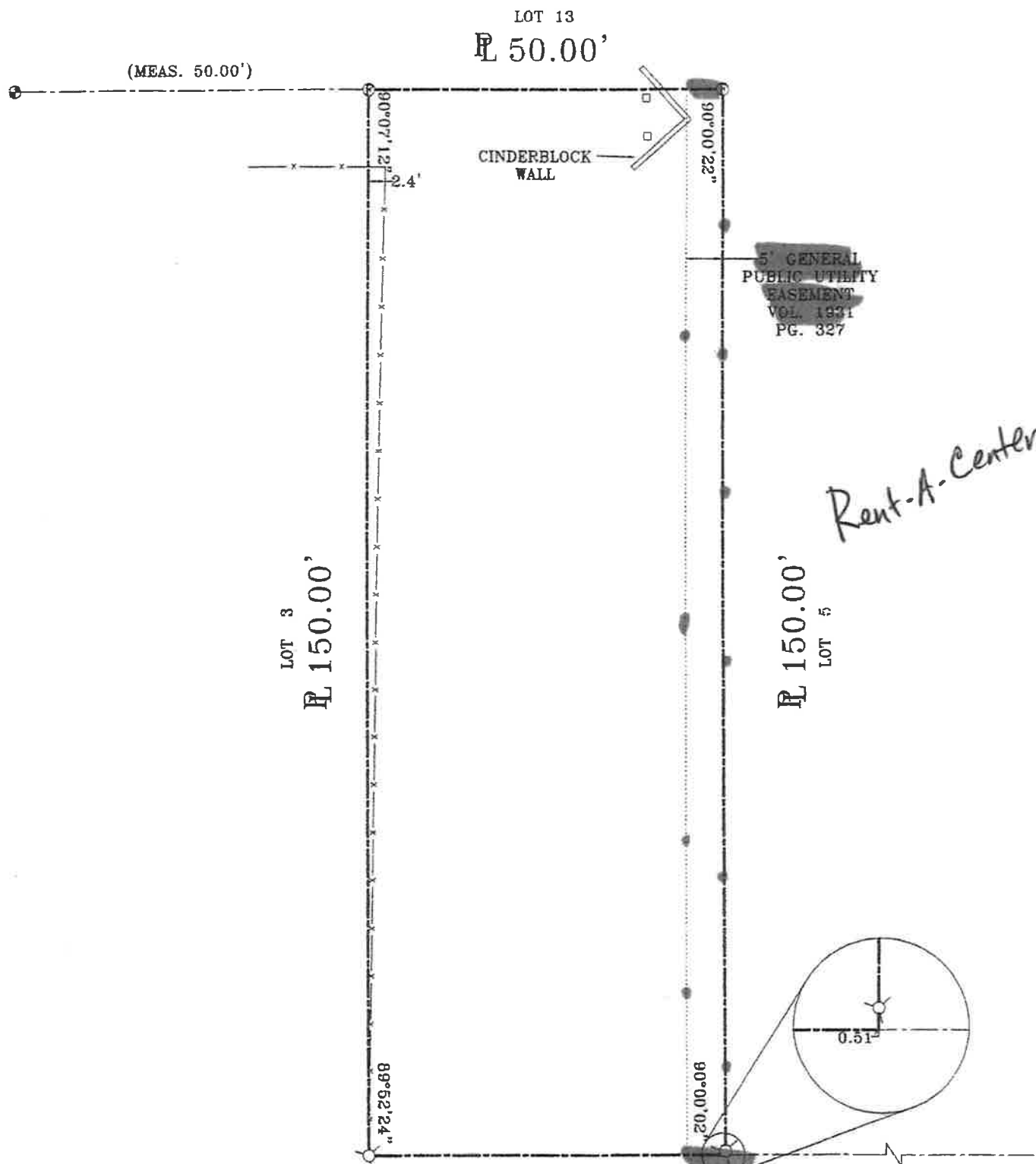
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A

2000 CENSUS TRACT # 128

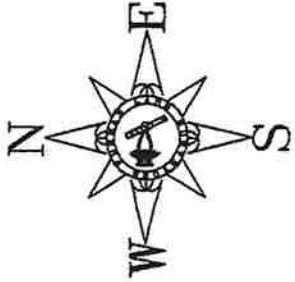


Rent-A-Center

804 N HOUSTON STREET
AMARILLO, TEXAS

SCALE: 1" = 20'

LEGEND:



-o-	OVERHEAD UTILITY LINES	⊙	1/2" IRON ROD SET W/CAP STAMPED "FURMAN RPLS 5374"
⊙	UTILITY POLE	●	1/2" IRON ROD W/CAP FND
-x-x-	FENCE	⊙	1/2" IRON ROD FND
⊞	GAS METER	⊙	3/4" IRON PIPE FND
⊙	WATER METER	■	CONCRETE
		□	UTILITY PEDESTAL

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat was prepared for the exclusive use of the individuals, and or institutions named in the certificate hereon. It is not transferable to additional institutions or subsequent owners without expressed recertification by Furman Land Surveyors Inc.
3. This plat is the property of Furman Land Surveyors Inc. Furman Land Surveyors Inc. accepts no responsibility for the use of this plat for any purpose after six months from the date stated in the certificate hereon. Reproduction of this plat for any purpose is expressly forbidden without the written consent of an authorized agent of Furman Land Surveyors Inc. Copyright 2007.
4. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.

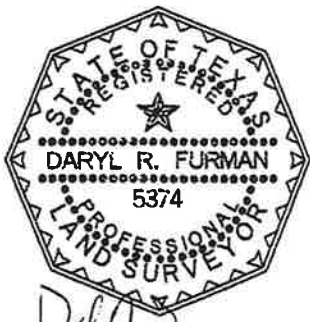
DESCRIPTION

Lot No. 4, Block No. 1, Belmont Park Addition, an addition to the City of Amarillo in Potter County, Texas, according to the map or plat thereof, recorded in Volume 151, Page 211 of the Deed Records of Potter County, Texas.

CERTIFICATE

I, do hereby certify to American Land Title Inc. and Vincente Salgado that this plat is true and correct to the best of my knowledge and belief; that it was prepared from a survey made on the ground by me or by others under my direct supervision on this 5th day of JANUARY, 2007; and that no above ground encroachment exist other than those shown.

G.F.# 952686-AM02



Daryl R. Furman
RPLS 5374



DARYL R. FURMAN, RPLS (806)374-4246
DANIEL R. FURMAN, RPLS FAX: (806)374-4248
DONALD R. FURMAN, RPLS 1-800-801-3482
P.O. BOX 1416 AMARILLO, TX. 79105-1416

PROJECT NO. 078059 FILE NO. 0-10
DRAWING NO. C:\DWG07\POTTER\0-10\078059

Amarillo City Council Agenda Transmittal Memo



Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a vacation of a 5ft. Public Utility Easement.


Ms. Bailey ended the presentation with a staff recommendation of approval of the request.

Chairman Parker asked if anyone wanted to speak in favor of or against this item. No comments were made.

A motion to approve V-18-05 was made by Commissioner Ford, seconded by Commissioner Bowden, and carried unanimously.

Community Engagement Summary

With this easement only encumbering a single lot and not right-of-way (alley or street) used by the general public, no property owners were required to be notified. That said, all local utility companies and City Departments that have the ability to utilize the easement were notified of the request and no objections were offered.






Houston St

Amarillo Blvd

Mirror St

Legend

-  Lot 4
-  Fence
-  5' Easement

V-18-05 Public Utility Easement Vacation

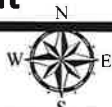
9TH

HOUSTON



**City of Amarillo
Planning Department**

**Scale: 1:350
Date: 8/29/2018**



V-18-05 Vacation of PUE easement in Lot No. 4 ,
Block 1, Belmont Park Addition Unit No. 1,
in Section 157, Block 2, AB&M Survey, Potter County
Texas,

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