

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, OCTOBER 30, 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: Albert Harris

PROCLAMATION: "National Community Planning Month"

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. Reports and updates from City Councilmembers serving on outside boards:
 - Environmental Task Force
 - Pedestrian and Bicycle Safety Advisory Committee
 - C. Discussion on Upcoming Board and Commission Appointments;
 - D. Buy the Way, Keep It Local Update; and
 - E. 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 23, 2018.
- B. **ORDINANCE NO. 7765:**
(Contact: Andrew Freeman, Economic Development Manager)
This is the second and final reading of an ordinance implementing timed parking for a fee within a designated area of the Central Business District.
- C. **ORDINANCE NO. 7766:**
(Contact: Andrew Freeman, Economic Development Manager)
This is the second and final reading of an ordinance providing for regulation of valet parking services in the Central Business District.
- D. **ORDINANCE NO. 7767:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading of an ordinance rezoning Lots 10 thru 12, Block 110, Glenwood Addition Unit No. 1, in Section 154, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Manufactured Home District to Moderate Density District. (Vicinity: Southeast 26th Avenue and Roberts Street.)

- E. **APPROVAL -- LEASE AGREEMENT FOR LIMITED USE – LEASE AGREEMENT FOR THE USE OF PREMISES FOR THE PURPOSE OF OPERATING A CAFÉ AT THE APD BUILDING:**
(Contact: Col. Ken Funtek, Amarillo Police Department)
Laira Danielle Greer d/b/a City Cafe
This lease agreement is for limited uses and provides for the use of an area located in the basement of the Amarillo Police and Courts Building located at 200 Southeast 3rd Street, Amarillo, Potter County, Texas, further described as Rooms B-6, B-7, B-8 and the storage room adjacent to B-6 for the purpose of operating a cafe.
- F. **APPROVAL -- LEASE AGREEMENT FOR LIMITED USES – LEASE AGREEMENT BETWEEN THE AMARILLO POLICE DEPARTMENT AND A LOCAL ORGANIZATION FOR THE LIMITED USE OF OFFICE SPACE BY THE NEIGHBORHOOD POLICE OFFICER UNITS:**
(Contact: Col. Martin Birkenfeld, Amarillo Police Department)
Maverick Boys & Girls Club
This lease agreement is for limited uses and provides for office space in a designated neighborhood to be used by Amarillo Police Department for the Neighborhood Police Officer units. The office will be utilized for the purpose of general police activity, research, preparing reports, meetings with citizens, etc. The organization that has agreed to provide an office is: Maverick Boys and Girls Club.
- G. **APPROVAL -- CITY OF AMARILLO 2018 INVESTMENT POLICY:**
(Contact: Laura Storrs, Finance Director)
The City updates its Investment Policy and seeks to have it authorized by the City Council in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (PFIA). The City's investment objectives are to preserve capital, to provide liquidity and optimize earnings within the constraints of the first two objectives. The City invests in securities authorized by the Policy and the Public Funds Investment Act.
- H. **CONSIDER APPROVAL OF A CONTRACT WITH ACUSHNET GOLF PRODUCTS:**
(Contact: Michael Kashuba, Director of Parks and Recreation)
Acushnet Golf Products -- \$200,000.00
This award is to approve an annual "not-to-exceed" contract price for the whole sale purchase of Titleist, Pinnacle and Foot-Joy golf products in the amount of \$200,000. The Acushnet Company is the exclusive manufacturer and wholesale distributor of these products and is the sole source of the products at wholesale prices. The wholesale purchase of these products provide inventory for retail sale at both pro shops at Ross Rogers Golf Complex and Comanche Trail Golf Complex. Sales of merchandise will produce an estimated gross margin of 40% or approximate 20% net profit.
- I. **AWARD – HEXAGON SAFETY AND INFRASTRUCTURE COMPUTER-AIDED DISPATCH (CAD) MAINTENANCE:**
(Contact: Lt. Shannon Kuster, AEDC/PD)
Intergraph Corporation -- \$171,133.20
This item recommends award of the annual contract for the purchase of maintenance for the Hexagon CAD system at AECC.
- J. **AWARD – REPLACEMENT PUMPS FOR WASTEWATER LIFT STATION #30 (6907 SOUTH WESTERN):**
(Contact: Jonathan Gresham, Interim Director of Utilities)
DXP Enterprises -- \$51,500.00
This is the replacement of the current pumps which are the original pumps from 1964 and are beyond their useful life. This lift station pumps an average of 500,000 gallons a day in the Southwest area. The area served is from Southwest 45th Avenue to Farmers on both sides of Western.

3. **NON-CONSENT ITEMS:**

A. **RESOLUTION – INTERLOCAL AGREEMENT WITH NATIONAL COOPERATION PURCHASING ALLIANCE (NCPA):**

(Contact: Andrew Freeman, Director of Planning and Development Services)

This resolution approves an Interlocal Agreement with the National Cooperative Purchasing Alliance (NCPA). NCPA is a national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

B. **CONSIDER AWARD – FY 2017-2021 COMMUNITY INVESTMENT PROGRAM - NORTHEAST 24TH PUMP STATION SWITCHGEAR REPLACEMENT:**

(Contact: Kyle Schniederjan, Director of Capital Project & Development Engineering)

Brown Construction Services -- \$2,079,000.00

This item is to consider award of the construction contract for the Northeast 24th Pump Station Switchgear Replacement project by Brown Construction Services.

C. **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 551.087 -- Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:

(a) Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:

- (1) Project # 18-08-01 (Headquarters)
- (2) Project # 18-08-02 (Information Technology)
- (3) Project # 18-09-03 (Transportation)
- (4) Project # 18-10-01 (Manufacturing)

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 26th 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 23rd 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:

- | | |
|---------------|---------------------|
| GINGER NELSON | MAYOR |
| ELAINE HAYS | COUNCILMEMBER NO. 1 |
| FREDA POWELL | COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | COUNCILMEMBER NO. 4 |

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

- | | |
|-------------------|-------------------------------|
| JARED MILLER | CITY MANAGER |
| MICHELLE BONNER | DEPUTY CITY MANAGER |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| STEPHANIE COGGINS | ASSISTANT TO THE CITY MANAGER |
| FRANCES HIBBS | CITY SECRETARY |

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

PUBLIC COMMENT

Mike Fisher, 4410 Van Kriston Drive, spoke on the City's and AEDC's participation in the Texas Tech Vet School. He quoted from a Texas Municipal League Economic Development Handbook. Claudette Smith, 4410 Van Kriston Drive, spoke on animal euthanasia and mistakes made at AM&W. She further spoke on the Guyon Saunders Resource Center closing on the weekends. Noah Dawson, 1133 Sugarloaf Drive, spoke on the Council's and City Manager's representation and the rules of decorum. Valerie Gooch, 8128 Progress Drive, stated she preferred the public comment time at noon. She expressed her appreciation for all of the changes happening in Amarillo. Merenda Harper, 4204 South Ong Street, spoke on the recent death of her dog. She stated the procedures at AM&W can be reviewed and updated. She also suggested oversight at AM&W, updating the City's website, and notifying owners when animals are going to be euthanized. Dacia Anderson, 5227 Astoria Street, offered suggestions for AM&W, and the need for a low-cost spay and neuter clinic. She further stated a need for better matches between animals and adopters, and the ability to recruit and maintain volunteers. Jill Humphrey, 7714 Pineridge Drive, stated she spoke in memory of animals that did not find homes. She stated Lubbock recently moved to a no-kill shelter and Lubbock numbers are sustainable. She further stated the City of Amarillo numbers are no longer acceptable. Mayor Nelson asked Mr. Miller to speak on the City's spay and neuter clinic. Mr. Miller stated they are in concert with the Humane Society. They have begun spaying and neutering all pets that leave the facility. They are constructing a spay and neuter clinic inside the facilities. One or two days a week the veterinarian spays or neuters animals. He further stated they are targeting early Spring for the spay and neuter clinic operating with the veterinarian on staff. Mayor Nelson inquired as to the proposed budget for AM&W. Mr. Miller replied they have added just under \$300,000 additional resources. James Schenck, 6216 Gainsborough Street, stated Council is limiting transparency by not broadcasting public comments. He also stated the need to begin paving Bell Street. Mr. Miller stated they anticipated the contractor to be onsite this week. Mr. Schenck also spoke on the proposed Transit increase to riders. He also stated concerns at the Amarillo Local Government Corporation meetings and the projects they oversee. He further suggested periodic updates on the hotel occupancy tax and where it is being used. 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 23rd 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
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent were none. 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 Davlyn Duesterhaus, BSA Staff Chaplain.

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.
- B. Presentation on Community Investment Program (CIP) Budget:
- C. Presentation update on air service at the Rick Husband Amarillo International Airport, including service to Austin and Phoenix;
- D. Reports and updates from City Councilmembers serving on outside boards: Amarillo Local Government Corporation; Beautification and Public Arts Advisory Board; and
- E. Consider future Agenda items and request reports from City Manager.

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 approve Items 2A and 2C-E of the consent items, seconded by Councilmember Sauer.

- A. **MINUTES:**
Approval of the City Council minutes for the meetings held on October 16, 2018.
- B. **CONSIDER: AWARD BID NO. 6187 – ASBESTOS ABATEMENT DEMOLITION OF HANGAR 1 ON NORTH SIDE OF AIRFIELD AND OLD ENTERPRISE FACILITY AT AIRPORT ENTRANCE:**
(Contact: Michael W. Conner, Director of Aviation)
Total Phase #1 and Phase #2 Base Bid Amount -- \$92,396.00
Total Phase #2, Bid Alternate #1 -- \$71,704.00
Total Bid Amount - \$164,100.00 to be awarded to Howell Sand Co. Inc.
This item is the award of the bid for asbestos abatement, demolition, and paving of the following:
 - 1. Asbestos abatement and demolition to the slab of Hangar 1 on the north side of the airfield.
 - 2. Asbestos abatement and demolition of old Enterprise building.
 - 3. Pave Enterprise lot for TNC parking.

- C. **SUPPLY AGREEMENT FOR THE PURCHASE OF FIRE TRUCK PARTS:**
 (Contact: Sam Baucom, Deputy Fire Chief)
 Ferrara Fire Apparatus -- \$100,000.00
 This supply agreement with Ferrara Fire Apparatus, Inc. for \$100,000 is for the purchase of proprietary parts for Ferrara-built fire trucks of all types.
- D. **CONSIDER – AWARD OF A CONTRACT TO ASCENT HEALTH CONSULTING TO CONDUCT COMMUNITY HEALTH IMPROVEMENTS:**
 (Contact: Casie Stoughton, Public Health Director)
 Ascent Health Consulting -- \$63,250.00
 This contract offers a community health improvement plan (CHIP) process, summit, CHIP report, along with departmental strategic plan, to meet the needs of the Amarillo Public Health Department.
- E. **CONSIDER – AWARD OF A CONTRACT TO PATAGONIA HEALTH INCORPORATED:**
 (Contact: Casie Stoughton, Public Health Director)
 Patagonia Health Incorporated:
 Contract Amount: Year 1 -- \$104,864.40
 Year 2 -- \$36,292.80
 Year 3 -- \$37,470.91
 Year 4 -- \$38,696.15
 Year 5 -- \$39,970.39
 Total: \$257,294.65
 This item awards the contract to Patagonia Health Incorporated, an electronic medical record system (EMR) vendor to support EMR through Public Health.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Motion was made by Councilmember Powell to approve Item 2B of the consent items contingent upon the City Manager contacting the agencies who may have an interest in the property and being notified of the City's position, seconded by Councilmember Sauer

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented the first reading of an ordinance implementing timed parking for a fee within a designated area of the Central Business District. This item was presented by Andrew Freeman, Economic Development Manager. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that the following captioned ordinance be passed:

ORDINANCE NO. 7765
 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, TITLE 16, TO ADD CHAPTER 16-5, "CENTRAL BUSINESS DISTRICT PARKING AND TRANSPORTATION," AND ARTICLE 1, "PAID PARKING FOR FEE;" PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING CIVIL PENALTY;. PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3B: Mayor Nelson presented the first reading of an ordinance providing for regulation of valet parking services in the Central Business District. This item was presented by Andrew Freeman, Economic Development Manager. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7766

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-5, TO ADD AN ARTICLE 2, PROVIDING FOR REGULATION OF VALET PARKING SERVICES IN THE CENTRAL BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3C: Mayor Nelson presented the first reading of an ordinance rezoning Lots 10 thru 12, Block 110, Glenwood Addition Unit No. 1, in Section 154, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Manufactured Home District to Moderate Density District. (Vicinity: Southeast 26th Avenue and South Roberts Street.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened the public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7767

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHEAST 26TH AVENUE AND SOUTH ROBERTS STREET, POTTER COUNTY, TEXAS; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3D: Mayor Nelson presented an item that considers the acceptance of the transit fare study. This item was presented by Marita Wellage-Reiley, Transit Manager. Mayor Nelson opened the public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that this item be approved as presented.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3E: Mayor Nelson presented an item recommending the construction contract for Amarillo Police Department parking lot reconstruction and expansion located at 202 South Fillmore Street. This item was presented by Jerry Danforth, Facilities and Special Project Administrator. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this item be approved as presented.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3F: Mr. McWilliams advised at 2:36 p.m. that the City Council would convene in Executive Session per Texas Government Code: 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) Discuss properties located in the N.E. quadrant of the Downtown Business District. (b) City Economic Development Project #18-08 in the vicinity of South Coulter Street and Southwest 45th Avenue. 2) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same: (a) City Economic Development Project #18-08 in the vicinity of South Coulter Street and Southwest 45th Avenue. 3) Section 551.071 – Consult with Attorney about

pending or contemplated litigation or settlement of same. Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter. (a) Potter County, Cause #107632-C-CV, Smith v. City of Amarillo and Amarillo Economic Development Corporation; and (b) Potter County, Cause # 107298-B-CV, Smith et al. v. Nelson, et. al.

Mr. McWilliams announced that the Executive Session was adjourned at 3:25 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

DRAFT

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 30, 2018	Council Priority	
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

ORDINANCE NO. 7765:

This is the second and final reading of an ordinance implementing timed parking for a fee within a designated area of the Central Business District

Agenda Item Summary

This ordinance implements the paid parking plan that has been discussed over the last year, and has been in the planning stages since the 2010 and 2013 parking studies. The designated area for paid parking is modeled after the 2013 study with minor changes. The boundary is as follows:

- S. Johnson St., from SE. 3rd Ave. to SE. 10th Ave.;
- West on SE. 10th from S. Johnson St. to S. Fillmore St.;
- North on S. Fillmore to SE. 9th Ave., then west on SE. 9th to S. Taylor St;
- North on S. Taylor to SE. 4th Ave., then East on SE. 4th to S. Fillmore
- North on S. Fillmore to SE. 3rd Ave, then east on SE. 3rd Ave. to S. Johnson St.

Highlights from the ordinance include:

- Multiple options for meters for flexibility – phone, physical meters, pay stations, etc.
- Days of enforcement: Monday through Friday
- Times of enforcement: 8:00AM to 5:00PM
- Required fee for parking: \$1.00 per hour
- Flexibility for staff to set maximum time for parking sessions within the paid parking zone
- Exemptions for certain state license plates/placards
- Not enforced during City Holidays

Requested Action

Approval of Ordinance on First Reading

Funding Summary

N/A

Community Engagement Summary

Public Meeting held on 8/27/18, as well as multiple meetings with DAI, TIRZ, LGC, Center City and others for feedback.

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: AMENDING THE AMARILLO
MUNICIPAL CODE, TITLE 16, TO ADD CHAPTER 16-5,
“CENTRAL BUSINESS DISTRICT PARKING AND
TRANSPORTATION,” AND ARTICLE 1, “PAID PARKING FOR
FEE;” PROVIDING FOR SEVERABILITY; PROVIDING FOR
REPEALER; PROVIDING CIVIL PENALTY; PROVIDING FOR
PUBLICATION AND EFFECTIVE DATE.

WHEREAS, studies show that timed parking for a fee encourages parking space turnover, thereby increasing the amount of individuals that can access parking within a given period of time, while also increasing businesses' access to available parking spaces.

WHEREAS, the City Council desires to implement timed parking for fee within a designated area of the Central Business District by authorizing the use of telephonic payment, parking meters, pay stations, and other methods and means of pay-for-parking systems as may be acquired and implemented by the City, on streets in areas with high amounts of visitors and demand for parking to help ensure equal access to parking for residents, businesses and visitors.

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

SECTION 1. The Amarillo Municipal Code, Title XVI, be and hereby is amended to add a new chapter 16-5 and Article 1 to read as follows:

CHAPTER 16-5,
CENTRAL BUSINESS DISTRICT
PARKING AND TRANSPORTATION
ARTICLE 1. PAID PARKING FOR FEE

Sec. 16-5-000. - DEFINITIONS.

In this Article,

(1) *Downtown Transportation Coordinator* means the person designated by the City Manager to advise management and provide coordination among affected City departments to facilitate the best possible transportation solutions in the central business district. This includes but is not limited to such programs and matters as: paid parking program, unpaid parking, sidewalks, streetscape, valet parking, and other transportation aspects in the central business district.

(2) *Paid Parking Space* means a space that is delineated on a public right-of-way for which payment is required to park a vehicle.

(3) *Paid Parking Zone* means a group of parking spaces, on a public right-of-way or on City property, that are delineated by a posted sign and for which a specified payment is required in order to lawfully park a vehicle at specified hours on specified days or as otherwise posted.

(4) *Parking Meter* means any mechanical or electronic device that the City may place or erect on City property, adjacent to a paid parking space for the purpose of managing and controlling the use of paid parking spaces and that requires payment for use.

(5) *Parking Occasion* means the uninterrupted period of time that a vehicle is parked in a paid parking space or a paid parking zone while paid parking time limits are in effect.

(6) *Parking Pay Station* means any electronic device, except a parking meter, that the City may place or erect on City property, for the purpose of managing and controlling the use of paid parking spaces and paid parking zones and that requires payment for use.

(7) *Pay-And-Display Station* means a parking pay station that the City may place or erect that dispenses a receipt, as proof of payment, that is to be displayed.

(8) *Pay By Space Station* means a parking pay station that the City may install or erect that measures the lawful parking occasion and displays the paid time remaining or expiration of paid time for specific paid parking spaces, without issuing a receipt for display on a vehicle.

(9) "*Telephone payment*" means either or both a software application and/or dial-in number that allows a vehicle operator to use a mobile cellular phone to facilitate credit card or similar electronic payment of the parking fee for a vehicle parked in a Paid Parking Space or Zone. The City may authorize such service either in lieu of or as alternative manner of payment to a Parking Meter, Parking Pay Station, or Park and Display Station.

Sec.16-5-001. - PARKING METERS, PAY STATIONS, TELEPHONIC PAYMENT.

(a) The Downtown Transportation Coordinator may use Parking Meters, Parking Pay Stations, Park and Display Stations, Telephonic payments, or any combination to facilitate in the enforcement of parking time restrictions within specified locations of the Central Business District. The Coordinator is authorized to implement a telephone payment system, with appropriate signage, in lieu of or as an alternative to any of the other payment devices mentioned in the preceding sentence.

(b) A parking meter used by the City must:

(1) be installed adjacent to the parking space it controls or be labeled to indicate a nearby space;

(2) indicate the maximum uninterrupted time a vehicle may remain parked in the space during any parking occasion; and

(3) display the amount of time a vehicle may remain legally parked in the space after the deposit of payment.

(c) A parking pay station used by the City must:

(1) be installed on the same City block or at the same City-owned or controlled parking lots or facilities as the paid parking space or paid parking zone that the station is intended to regulate;

(2) indicate the maximum uninterrupted time a vehicle may remain parked within the paid parking space or the paid parking zone during any parking occasion; and

(3) either: (A) measure, store, and display the amount of time a vehicle may remain legally parked after the deposit of payment; or (B) issue a receipt that indicates the amount of time a vehicle may remain legally parked after the deposit of payment.

(d) A paid parking space or zone shall be clearly posted with the following information via curb signs or decals on parking meters or pay stations that may be present:

(1) the hours and days that paid parking time limits are in effect;

(2) the amount of the fee for parking a vehicle at those times; and,

(3) the available means for making a parking fee payment, whether by meter, pay station, pay and display station, telephone payment, or any combination.

(e) The Downtown Transportation Coordinator shall assure that any parking meter or parking pay stations that may be used shall be equipped to accept (i) coins in denominations appropriate to pay the fee for parking a vehicle, (ii) a credit card, bank debit card, (iii) a City issued parking fee debit card; and (iv) City authorized telephone payment via a mobile phone.

(f) The Downtown Transportation Coordinator may (i) issue a parking fee debit card for use in any paid parking space or zone covered by a parking meter or pay station and (ii) and authorize a mobile telephone phone application and dial-in number for electronic payment; and to establish rules

and procedures to administer the various forms of payment authorized by this Article.

Sec. 16-5-002. - PAID PARKING SPACES AND ZONES.

(a) The Downtown Transportation Coordinator shall paint or otherwise mark each individual paid parking space to prevent encroachment into an adjacent paid parking space. The Coordinator shall establish paid parking spaces and zones on the streets and in City-owned or controlled parking lots or facilities in the following areas specified by the City Council, as follows:

(1) Paid Parking Area 1: Shall encompass designated parking spaces within the area bounded by and described as:

- S. Johnson St., from SE. 3rd Ave. to SE. 10th Ave.;
- West on SE. 10th from S. Johnson St. to S. Fillmore St.;
- North on S. Fillmore to SE. 9th Ave., then west on SE. 9th to S. Taylor St.;
- North on S. Taylor to SE. 4th Ave., then East on SE. 4th to S. Fillmore
- North on S. Fillmore to SE. 3rd Ave, then east on SE. 3rd Ave. to S. Johnson St.

Sec. 16-5-003. – POSITION WITHIN A PAID PARKING SPACE.

(a) A person using a paid parking space must park the vehicle completely within a single delineated parking space.

(b) A person may not park a vehicle in or across a paid parking space that is already legally occupied by another vehicle or otherwise obstruct the egress of such other vehicle.

Sec. 16-5-004. - TIME LIMITS ON PAID PARKING.

(a) Except as provided in section (b) below or otherwise posted, paid parking time limits for parking spaces are in effect from 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise posted.

(b) The Downtown Transportation Coordinator shall establish the maximum time for parking at various locations and occasions.

(c) When paid parking time limits are in effect, a person may not park a vehicle for more than the maximum parking time limit established by the Downtown Transportation Coordinator for each parking occasion and block or zone.

(d) A vehicle may not be moved and re-parked in the same paid parking space or paid parking zone to avoid violating the maximum parking time limit for each parking occasion.

(e) When paid parking time limits are in effect, a person may not allow a vehicle to remain parked in a paid parking space or a paid parking zone when the authorized parking time has expired.

Sec. 16-5-005. - FEE DUE FOR PARKING VEHICLE; FORM OF PAYMENT.

(a) Except as exempted in Section 16-5-006, a person parking a vehicle in a paid parking space or paid parking zone shall immediately upon parking, pay the parking fee due, as provided in this section.

(b) The required fee to be paid for parking in a paid parking space or zone is \$1.00 per hour or portion thereof.

(c) Acceptable forms and means of paying a parking fee are, depending on the type of metered parking facility provided by the City: mobile phone app or dial-in number for electronic telephone payment authorized by the City; depositing U.S. coins in denominations accepted by the parking meter or parking pay station; credit card; bank debit card; or, by using a City-issued parking fee debit card. The City reserves the right to authorize either a single form of payment or several alternative forms of payment for any given paid parking space or zone as available resources or administrative convenience may allow.

(d) A person shall not use foreign currency in a parking meter or a parking pay station.

(e) A person shall not deposit more than the amount of payment necessary to obtain the maximum parking time limit allowed during a parking occasion.

(f) When parking a vehicle in a space controlled by a pay-and-display station, a person shall immediately pay the at the station and attach the pay station receipt to the inside of the vehicle's windshield on the side adjacent to the curb or in the center of the windshield if it is pull in parking. Alternatively, the receipt may be displayed face up on the dashboard of the parked vehicle. In either method of display, the receipt must be placed in a position so that it can be read from outside of the vehicle while standing on the sidewalk.

(g) A person may not park in a paid parking zone controlled by a pay-and-display station without a receipt from the nearest operable pay and display station.

(h) A person may not park at a paid parking space with an inoperable parking meter, unless the person immediately pays at the nearest pay-and-display station and displays the receipt on the vehicle window or dashboard as required in Subsection (f).

(i) The minimum amount of parking time that may be purchased: with a telephone payment,

credit card, or debit card is one (1) hour; and, with U.S. coins is as posted where coin meters may be provided.

Sec. 16-5-006. EXEMPTIONS.

(a) In accordance with state law (Texas Transportation Code, sections 681.006 through 681.008) and City policy as stated in this section, a vehicle is exempt from both parking time limits and payment of parking fees when the vehicle is being operated by or for the transportation of the person who registered the vehicle and displays a special state license plate or placard that documents the owner's status as having: Handicap/Disabled; Disabled Veteran; Distinguished Flying Cross; WWII Veteran; Bronze Star or Bronze Star with Valor; Air Medal or Air Medal with Valor; Commendation Medal with Valor; Distinguished Service Medal; Pearl Harbor Survivor; Medal of Honor; Navy or Air Force Cross; Army Distinguished Service Cross; Silver Star Medal; Purple Heart; Former Prisoner of War; Legion of Merit Medal; Airman's Medal; Soldier's Medal; Navy and Marine Corps Medal; Coast Guard Medal; Defense Meritorious Service Medal; Meritorious Service Medal; Military Outstanding Volunteer Service Award; Defense Superior Service Medal; and any such other medals as may now or hereafter be added by state law.

(b) Sections 16-5-004 (Time Limits on Paid Parking) and 16-5-005 (Fee Due for Parking) do not apply:

(1) on the following days each year: New Year Day; MLK Day; Memorial Day;

Independence Day; Labor Day; Thanksgiving and the day after; and Christmas Eve and Day;

(2) to the parking of a vehicle in a paid parking space or zone when parking is authorized by a film-making permit issued by the City; a building construction permit for a site immediately adjacent to the paid parking space or zone; or, other temporary street closure as permitted by this Code of Ordinances.

Sec. 16-5-007. REVENUE COLLECTION AND USE.

(a) The Downtown Transportation Coordinator shall coordinate the periodic collection of any coins deposited in parking meters and parking pay stations and deliver same to the City's accounting department or other designated office. The Coordinator shall cooperate with and assist the Accounting department to assure that all revenue for paid parking, via any form of payment authorized in this Article, is promptly received by the City and accounted.

(b) The City may use revenue collected under this section from parking meters and parking

pay stations for any lawful purpose.

Sec. 16-5-008. VIOLATIONS AND PENALTIES.

(a) A person commits a civil nuisance violation by:

(1) parking a vehicle in a paid parking space or in a paid parking zone in violation of any posted sign or notice;

(2) performing an act prohibited by this Article; or

(3) failing or refusing to perform a duty that is required by this Article.

(4) overtime parking of a vehicle in a paid parking space or zone with expired time for fee.

(b) A violation of this Article is punishable by civil penalty in accordance with Sec. 1-1-5 of this Code of Ordinances, and includes nonconsent towing and booting as provided in that section.

Sec. 16-5-009 to 16-5-019. Reserved.

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

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

SECTION 4. Penalty. A violation of this parking ordinance is a civil violation punishable in accordance with Section 1-1-5 of this Code of Ordinances.

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

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

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 30, 2018	Council Priority	
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

ORDINANCE NO. 7766:

This is the second and final reading of an ordinance providing for regulation of valet parking services in the Central Business District.

Agenda Item Summary

This ordinance implements valet parking regulations downtown based on City Council direction in response to requests for this service that is not currently addressed by City ordinances.

Highlights from the ordinance include:

- License required to operate valet parking service on public ROW
- Application required - \$25, with annual fee of \$250 per space for first six spaces, plus \$1,000 for each space over six
- Must define in application the location of service, number of spaces (typically 3 minimum), proposed hours/days of operation, location off-street parking to be used and signed agreement showing right to park vehicles, property owner notification process
- Vehicles cannot be parked on street for more than 10 minutes, and not be double parked
- Minimum insurance levels for bodily injury, property damage, both for comprehensive general liability and garage insurance
- Limitations on locations of valet service – distance from crosswalks, fire hydrants, driveways, bus stops
- Valet Parking Service Stands requirements – 4' x 4' limitation in public ROW; not be affixed, easily moveable by one person, removed from public right of way when not being operated
- Standards for operations: employees with valid state driver's license covered under the required insurance, no obstructing pedestrian use of sidewalk, no advertising signs in the ROW, must continuously provide service during all hours of operation authorized

Requested Action

Approval of Ordinance on First Reading

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: AMENDING THE AMARILLO
MUNICIPAL CODE, CHAPTER 16-5, TO ADD AN ARTICLE 2,
PROVIDING FOR REGULATION OF VALET PARKING
SERVICES IN THE CENTRAL BUSINESS DISTRICT;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
REPEALER; PROVIDING PENALTY; PROVIDING FOR
PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City Council has determined that, due to the density of both development and of vehicular and pedestrian traffic within the Central Business District, that it is in the best interest of public health, safety, and welfare that adoption of reasonable regulations for valet parking offered by or for public accommodations in that area is necessary;

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

SECTION 1. The Amarillo Municipal Code, Chapter 16-5 be and hereby is amended to add Article 2, to read as follows:

Article 2. Valet Parking Services.

Sec. 16-5-050. Definitions.

In this Article:

(1) *Central Business District* means the area defined in Section 10-3-44 of this Amarillo Code of Ordinances.

(2) *City* means the City of Amarillo, Texas.

(3) *Coordinator* means the Downtown Transportation Coordinator designated by the City manager to enforce and administer this Article, or the Coordinator's designated representative.

(4) *Licensee* means a person licensed under this Article to operate a valet parking service. The term includes any employee, agent, or independent contractor of the person in whose name the license is issued.

(5) *Person* means an individual, assumed name entity, partnership, joint-venture, association, corporation, or other legal entity.

(6) *Remote private property* means private property that is not at or on the site of the commercial public accommodation.

(7) *Valet Parking Service* means a business, or any part of a business, which provides a driver to operate a customer's vehicle to and from a parking location so that the customer and any passengers in the vehicle may unload and load at their immediate destination.

(8) *Valet Parking Service Stand* means a stand must be necessary to the general conduct of a valet parking service and shall be used only for such valet purposes, as but not limited to, the dispatch of valets and the storage of keys, umbrellas, and other items.

Sec. 16-5-051. Scope; Purpose.

(a) This Article does not apply to occasional valet parking service provided at a private residence or in connection with a social or nonprofit fund-raising activity for which a temporary street closure permit is issued in accordance with other provisions of this Code of Ordinances. This ordinance does apply to valet parking for or on behalf of a commercial public accommodation that parks vehicles upon the public right-of-way, public property, or at remote private property, in the Central Business District, any of which is allowed only in accordance with this Article.

(b) Within the Central Business District, valet parking service is permitted only in connection with a place of commercial public accommodation (such as a hotel, restaurant, bar, or club and similar). This ordinance does not regulate valet parking by a place of religious worship.

(c) Nothing in this ordinance shall be construed as lessening or relieving compliance with state law standards and requirements for a valet parking business.

Sec. 16-052. Offenses; License Required.

(a) A person commits an offense if, without a license issued by the Coordinator, he operates a valet parking service within the City by parking vehicles upon public right-of-way or on remote private property; or,

(b) A person with a licensee commits an offense if, at a time other than the hours and days of operation authorized in his license, he or his employee, agent, or independent contractor operates a valet parking service.

Sec. 16-5-053. Application; amendments; transfer.

(a) A person (whether the owner or lessee of the place of public accommodation or a third party desiring to offer contracted service to such a public accommodation) who desires to operate a valet parking service on public right-of-way, public property, or on remote private property, shall apply in writing to the Coordinator for a valet parking service license. The application must be made

by the (i) owner or lessee of the public accommodation benefiting from the proposed valet parking service and (ii) the operator of the valet service, if the valet parking is not performed by employees of the public accommodation owner. The application must contain the following information and other reasonably necessary as determined by the Coordinator:

(1) the names, addresses, and telephone numbers of:

(A) the applicant;

(B) if the applicant is a lessee, then also the property owner; and

(C) any independent contractor the applicant will use to actually perform valet parking service;

(2) A site map showing location of valet parking, placement of valet stand, and off-site valet parking. This map shall also include the placement of any traffic cones to be used.

(3) the number of spaces requested to be reserved for the valet parking service, each space being 22 feet long, if parallel to the curb, or nine feet wide, if head in to the curb. Generally, a minimum of three spaces must be reserved unless the Coordinator determines that, because of special traffic conditions at and near the site, a greater or lesser number of spaces is needed to efficiently operate the valet parking service;

(4) the proposed hours and days of operation of the valet parking service;

(5) the location of any off-street parking to be used in connection with the valet parking service and a signed agreement or other documentation showing that the applicant has a legal right to park vehicles at that location;

(6) proof of the minimum insurance required by Section 16-5-060; and,

(7) a list of names and addresses of all property owners, or their representatives, located within 50 feet of, and on the same side of the street as, and within the same block as the valet parking service location, and either:

(A) with signatures showing those persons' consent to the operation of a valet parking service proposed by the applicant; or

(B) without signatures, in which case the Coordinator shall notify the listed persons of the valet parking service application and seek to obtain their comments, objections, or consent.

(b) The Coordinator shall forward a copy of any completed application to any person required to be notified under Subsection (a)(7) and, to the City departments of Streets, Solid Waste, Building Safety, Community Development, Planning, and Risk Management, Fire, Police, and to any other department that might be affected by the proposed operation of a valet parking service as proposed. Each department and any other notified persons shall review the application and return it, with any comments, to the Coordinator within 30 days after receipt.

(c) After reviewing the application and comments of the departments and other persons notified in accordance with Subsection (c)(7), and upon receiving payment of all fees required by this Article, the Coordinator shall issue a valet parking service license unless denial is required by Section 16-5-055.

(d) A licensee desiring to change the location, hours of operation, or manner of operating a valet parking service must submit a new application to the Coordinator in accordance with this section.

(e) A valet parking license may be transferred to a subsequent owner or operator of the business at the service location. To transfer a valet parking license, the subsequent owner or operator of the business must file an application under this section and demonstrate compliance with the requirements of this Article.

Sec. 16-5-054. Fees.

(a) A nonrefundable application fee of \$275.00 must accompany each application for a valet parking service license. This fee includes the first two parking spaces reserved for valet parking service.

(b) If the application is approved and the licensee desires more spaces than the two included with the license, then the licensee shall pay an additional fee of \$250 per space for up to six additional spaces, and \$1,000.00 for each space over the six additional ones.

(c) To renew a license the licensee shall pay an annual licensing fee of \$100.00 plus the fees for any additional parking spaces used for the valet service in accordance with (b), as applicable.

(d) In addition to other fees required by this section, an applicant must pay \$25 for each sign or curb marking placed by the City at the valet parking service location, and any needed parking meter bags, in accordance with Section 16-5-062.

(e) In addition to other fees required by this section, an applicant must pay an annual fee of \$50 if a valet parking service stand is placed on public right-of-way.

(f) No valet parking service license or annual fee is required if the valet parking service is conducted completely on the premises of the commercial public accommodation by employees of the public accommodation.

Sec. 16-5-055. Denial, Revocation, Temporary Suspension of License; Appeal.

(a) The Coordinator shall deny a valet parking service license application if:

(1) the applicant fails to comply with the requirements of this Article or other applicable law;

(2) the applicant makes a false statement or omission of material fact on an application for a valet parking service license; or

(3) the Coordinator determines that the operation of the valet parking service as proposed may:

(A) endanger the safety of persons or property or otherwise not be in the public interests;

(B) unreasonably interfere with pedestrian or vehicular traffic;

(C) unreasonably interfere with the use of a pole, traffic sign, traffic signal, hydrant, mailbox, or other governmental or public utility structure permitted at or near the proposed location of the valet parking service; or

(D) unreasonably interfere with an existing use previously permitted at or near the proposed location of the valet parking service.

(b) The Coordinator shall revoke a valet parking service license if:

(1) the licensee fails to comply with the requirements of the valet parking service license, this Article, or other applicable law;

(2) the licensee made a false statement or omission of material fact on an application for a valet parking service license or renewal thereof; or

(3) the Coordinator determines that the operation of the valet parking service:

(A) endangers the safety of persons or property or is otherwise not in the public interest;

(B) unreasonably interferes with pedestrian or vehicular traffic;

(C) unreasonably interferes with the use of a pole, traffic sign, traffic signal, hydrant, mailbox, or other governmental or public utility structure permitted at or near the location of the valet parking service; or

(D) unreasonably interferes with an existing use previously permitted at or near the location of the valet parking service.

(c) The City council may, at any time, unconditionally revoke a valet parking service license issued pursuant to this Article for violation of this Article.

(d) The Coordinator may temporarily suspend the license or operation of a valet parking service if:

(1) the public right-of-way reserved by the valet parking service is needed for an emergency or temporary use, including, but not limited to, the construction, maintenance, or repair of a street or utility. The Coordinator may refund a part of the annual license fee, prorated according to the duration of a temporary suspension under this provision, unless the conditions necessitating the suspension were caused by the valet parking service; or,

(2) the licensee fails or refuses to maintain active insurance coverage or proof of such on file with Coordinator as required by this Article. Such temporary suspension shall last for so long as and until licensee cures the failure to have required insurance and file proof of same with the Coordinator.

(e) An applicant or a licensee may appeal the denial of an application or the revocation or suspension of a license to an assistant city manager designated by the city manager, as follows:

(1) The appeal must be submitted to the assistant city manager in writing not later than the 10th day after receipt of notice of the adverse action.

(2) The assistant city manager shall hold an informal hearing on the appeal not later than the 10th business day after the appeal is received. At the hearing the formal rules of evidence do not apply. The assistant city manager shall decide the appeal on the basis of the preponderance of the evidence presented.

(3) The assistant city manager shall make a determination on the appeal not later than the 10th business day after the hearing. The decision may affirm, reverse, or modify the Coordinator's previous determination.

(4) The decision of the assistant city manager may be appealed to the city manager, under the same procedure and time periods described above. The decision of the city manager is final.

Sec. 16-5-056. Expiration of License.

A valet parking service license expires one (1) year from the date of issuance, unless sooner terminated by the Coordinator or by the City council. A valet parking service license may be renewed by making application in accordance with Section 16-5-053 of this Article at least 30 days before expiration of the license and paying the required fees stated in 16-5-054.

Sec. 16-5-057. Standards For Operation Of A Valet Parking Service.

(a) A licensee shall:

(1) allow only employees and independent contractors who hold a valid state driver's license, and who are covered by the insurance required by Section 16-5-060 of this Article, to operate any vehicle in connection with the valet parking service;

(2) operate the valet parking service in a manner that does not:

(A) use or occupy more of the public right-of-way than is allowed by his valet parking service license;

(B) obstruct a pedestrian's use of a sidewalk;

(C) obstruct a vehicle operator's ability to see any part of an intersecting road; or

(D) injure, damage, or create a hazard to persons or property;

(3) place no more than one valet parking service stand on public right-of-way;

(4) Neither place nor allow the placement of a sign advertising the valet parking service in the public right-of-way that exceeds a base dimension of 18 inches, except as provided for under this section. The signs allowed under this section are intended to define the limits of the valet operation only;

(5) not park or allow the parking of a vehicle in a valet parking service space, but shall only use the space for loading and unloading passengers; in no event shall a vehicle be allowed to remain

in a valet parking service space for more than ten (10) minutes;

(6) continuously provide valet parking service during all hours of operation authorized in his license;

(7) not double park vehicles in a public right-of-way;

(8) notify the Coordinator within 10 days of a change in the location of off-street parking and provide the Coordinator with a signed agreement or other documentation showing that the licensee has a legal right to park vehicles at the new location;

(9) not use metered or non-metered parking spaces on the City right-of-way other than those stated in the valet parking license issued by the City. A license holder shall not park in spaces or on property for which it does not have an agreement or permission to park vehicles, and shall immediately cease to accept vehicles once it meets its capacity limits under its valet parking license;

(10) keep a copy of the valet parking license readily available at the service location during hours of operation, and shall produce the copy on the request of the Coordinator or a police officer;

(11) provide reflective material on outerwear (approved by the Coordinator) of each person performing valet parking services who enters the street while on duty during nighttime hours. Each employee or contractor shall be required to wear the reflective outerwear while on duty;

(12) be responsible for the security of keys left by a customer and shall keep the keys in a secure place;

(13) place a valet parking tag inside each customer's vehicle that includes the following information, which must be clearly legible from outside of the vehicle:

(A) the name of the license holder; and

(B) a telephone number that will allow the customer to obtain information about the valet parking operation 24 hours a day;

(14) assure that each of the licensee's employees or contractors shall operate vehicles in compliance with all applicable laws and in a manner that assures the safety of persons and property.

(b) At all times other than the authorized hours of operation of a valet parking service, spaces reserved by the spaces reserved by the valet parking service shall be available for use by the general public on a first-come, first-served basis in accordance with posted signs and other traffic

control devices, except where parking is otherwise restricted or prohibited.

Sec. 16-5-058. Valet Parking Service Stands.

(a) A licensee may place one valet parking service stand on the public right-of-way at a location approved by the Coordinator.

(b) A valet parking service stand shall:

- (1) not occupy an area of the public right-of-way exceeding four feet in width, two feet in depth, and four feet tall;
- (2) not be affixed to the public right-of-way in any manner;
- (3) be easily moveable by one person; and
- (4) be removed from the public right-of-way when the valet parking service is not being operated;

(c) A name and logo may be placed on a valet parking service stand for the sole purpose of identifying the business served and if applicable a third party actually performing the valet parking service. Such name and logo or other identification shall not:

- (1) have dimensions greater than four feet high and four feet wide;
- (2) be displayed on more than two sides of the valet parking service stand; or
- (3) be free standing or separate from the valet parking service stand itself.

(d) Spaces and stands for a valet parking service may not:

- (1) be within ten (10) feet of a crosswalk, fire hydrant, fire call box, police call box or other emergency services facility;
- (2) be within five (5) feet of a driveway;
- (3) be within three (3) feet in front of or fifteen (15) feet behind a sign designating a bus stop;
- (4) reduce the unobstructed space for the passage of pedestrians to less than the minimum unobstructed sidewalk widths required by the City or Americans with Disabilities Act whichever is greater.

(e) The Coordinator may require greater distances than those prescribed in this Section when warranted by special vehicular or pedestrian traffic conditions at or near the site of the valet parking

service.

Sec. 16-5-059. Insurance.

(a) A licensee shall have and keep in full force and effect, and shall keep a copy on file with the Coordinator, either a policy of comprehensive general liability insurance and garage insurance or a certificate of such insurance, issued by a casualty insurance company authorized to do business in this state and in the standard form approved by the board of insurance commissioners of the state. The “insured persons” in the policy must include the City, its officers, and employees, and must insure the public from loss or damage that may arise to any person or property by reason of the operation of a valet parking service by the licensee. The minimum amounts of motor vehicle liability insurance coverage required to establish financial responsibility under this chapter are:

- (1) \$100,000 for bodily injury to or death of one person in one accident;
- (2) \$300,000 for bodily injury to or death of two or more persons in one accident, subject to the amount provided by Subdivision (1) for bodily injury to or death of one of the persons; and
- (3) \$50,000 for damage to or destruction of property of others in one accident.

(b) The comprehensive general liability insurance must be on a broad form and provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit or the equivalent.

(c) The garage insurance must provide limits of liability for bodily injury and property damage of not less than \$300,000 combined single limit, or the equivalent, and must provide the following coverages:

- (1) comprehensive and collision coverage for physical damage;
- (2) coverage for vehicle storage; and
- (3) coverage for a vehicle driven by or at the direction of the valet parking service.

Sec.16-5-060. Indemnification.

A licensee, and where applicable any independent contractor used by the licensee for valet parking services, must execute a written agreement to indemnify the City, its officers, and employees against all claims, demands, suits, damages of every type, interest, attorney fees and costs for personal injury, death, or damage to persons or property arising out of or related to the operation of the valet parking service.

Sec. 16-5-061. Signs; Meter Covers.

(a) Upon approval of the Coordinator, the City is authorized to place signs or curb markings

at a location licensed for a valet parking service pursuant to this Article. The signs and markings shall indicate that the location is restricted for use by a valet parking service and state the days and hours of operation of the valet parking service.

(b) If the Coordinator deems it necessary that bags be placed over parking meters during the hours of valet parking services, then the licensee shall be responsible for the cost of acquiring, applying, maintaining, and removing approved bags over the parking meters, if any, for spaces reserved by the valet parking service during the hours of operation authorized in the valet parking license.

Sec. 16-5-062. No Private Rights In Streets.

A license issued under this Article is a limited privilege to use public property or rights-of-way, not a right. Nothing in this Article shall be construed to give any person, whether or not a licensee, any property right in or to the use of any public street, alley, sidewalk, right-of-way or other public property. All licenses issued and held under this Article shall be and remain subject to the superior right of the public to the safe and orderly movement of traffic and pedestrians, operations of governmental services, and public utility providers.

Sec. 16-5-063. Enforcement; Penalty.

(a) The city council has determined that this Article is necessary to protect health, life, and property and to preserve good government, order, and security of the city and its inhabitants.

(b) An owner, lessee, operator, employee, or contractor of a valet parking service or business commits an offense if the person violates this Article or fails to comply with a requirement of this Article.

(c) An offense under this Article is a Class C misdemeanor, punishable in accordance with Section 1-1-5 of this Code of Ordinances.

(d) Proof of a culpable mental state is not required for a conviction of an offense under this Article.

(e) The provisions of this section are cumulative of other remedies.

(f) Each day or portion of a day during which a violation occurs or continues constitutes a separate offense.

(g) The City may seek to enjoin violations of this Article, and may file suit for the recovery of all expenses incurred, including without limitation, administrative and legal expenses, attorneys' fees, and costs, and for civil penalties as provided by law.

Sec. 16-5-064 to 16-5-069. Reserved.

SECTION 3. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 4. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

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

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

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 30, 2018	Council Priority	Infrastructure
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Department	Cris Valverde Assistant Director of Planning and Development Services
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Agenda Caption

ORDINANCE NO.7767

Z-18-25 Rezoning Lots 10 thru 12, Block 110, Glenwood Addition Unit No. 1, in Section 154, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Manufactured Home District to Moderate Density District.
Vicinity: SE 27th Ave & Roberts St

Agenda Item Summary

Proposal

The applicants have received Community Development Block Grant (CDBG) funding to build three duplexes on the above-mentioned lots. The present zoning, Manufactured Home District does not allow for duplex construction.

Area Characteristics

Adjacent zoning consists of Manufactured Home District to the north and west and Heavy Commercial to the south and east.

Adjacent land uses consist of single-family detached homes to the north, west, and south, and vacant land to the east.

Analysis

The applicant originally requested Heavy Commercial which would allow for duplex construction. Rezoning the applicant's three lots to Heavy Commercial zoning would typically be considered a logical continuation of existing Heavy Commercial zoning located to the east and south.

That said, considering that either residential zoning and/or development is found immediately to north, west, and south, staff was of the opinion, that protection of the residential zoning and/or land uses is key. To this end, staff recommended that Moderate Density District zoning, rather than expanding Heavy Commercial zoning be considered.

Amarillo City Council

Agenda Transmittal Memo



Both zonings (Heavy Commercial and Moderate Density) allow for the proposed residential product (duplex), yet staff believes that Moderate Density zoning maintains the residential character and predominate development pattern of the area in a manner that mitigates any negative impacts on surrounding residences from uses allowed outright within a Heavy Commercial District.

Furthering staff's recommendation of Moderate Density zoning is with much of the area zoned Heavy Commercial adjacent to the applicant's site developed with single-family residences, the Barrio Neighborhood Plan has identified this area as being in need of rezoning to a district that better reflects existing residential land uses, and Comprehensive Plan's Future Land Use Map land use recommendation of General Residential.

Staff visited with the applicants and presented Moderate Density District as an alternative zoning designation and reasoning for such. The applicant's were amendable to the change and is the reasoning for the request as presented.

Requested Action/Recommendation

Considering all the above, staff was of the opinion that Moderate Density zoning as presented is appropriate and recommended approval as presented. Planning Department staff presented its recommendation to the Planning and Zoning Commission at its October 8th regularly scheduled meeting and Planning Commissioners recommended approval of the request as presented.

Planning and Zoning Commission Draft Minutes

Sherry Bailey, Senior Planner, presented this item regarding an applicant's request of a rezoning from Manufactured Home District to Moderate Density District. Ms. Bailey ended the presentation with a staff recommendation of approval.

Chairman Parker asked if there was anyone in favor or against this item. No comments were made.

A motion to approve Z-18-25 was made by Commissioner Harman, seconded by Commissioner Ford, and carried unanimously.

Community Engagement Summary

Notices have been sent out to twenty-four property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding this request.

ORDINANCE NO. 7767

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 SE 26th AVE. AND S. ROBERTS ST., POTTER COUNTY, TEXAS; PROVIDING A REPEALER CLAUSE; AND PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission has filed its final recommendation and report on such proposed zoning changes with the City Council; and

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

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. 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 Lots 10 thru 12, Block 110, Glenwood Addition, Unit No. 1, in Section 154, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Manufactured Home District to Moderate Density District.

SECTION 3. All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

SECTION 4. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this Ordinance.

SECTION 5. This Ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 23rd day of October, 2018 and **PASSED** on Second and Final Reading on this the 30th day of October, 2018.

Ginger Nelson, Mayor

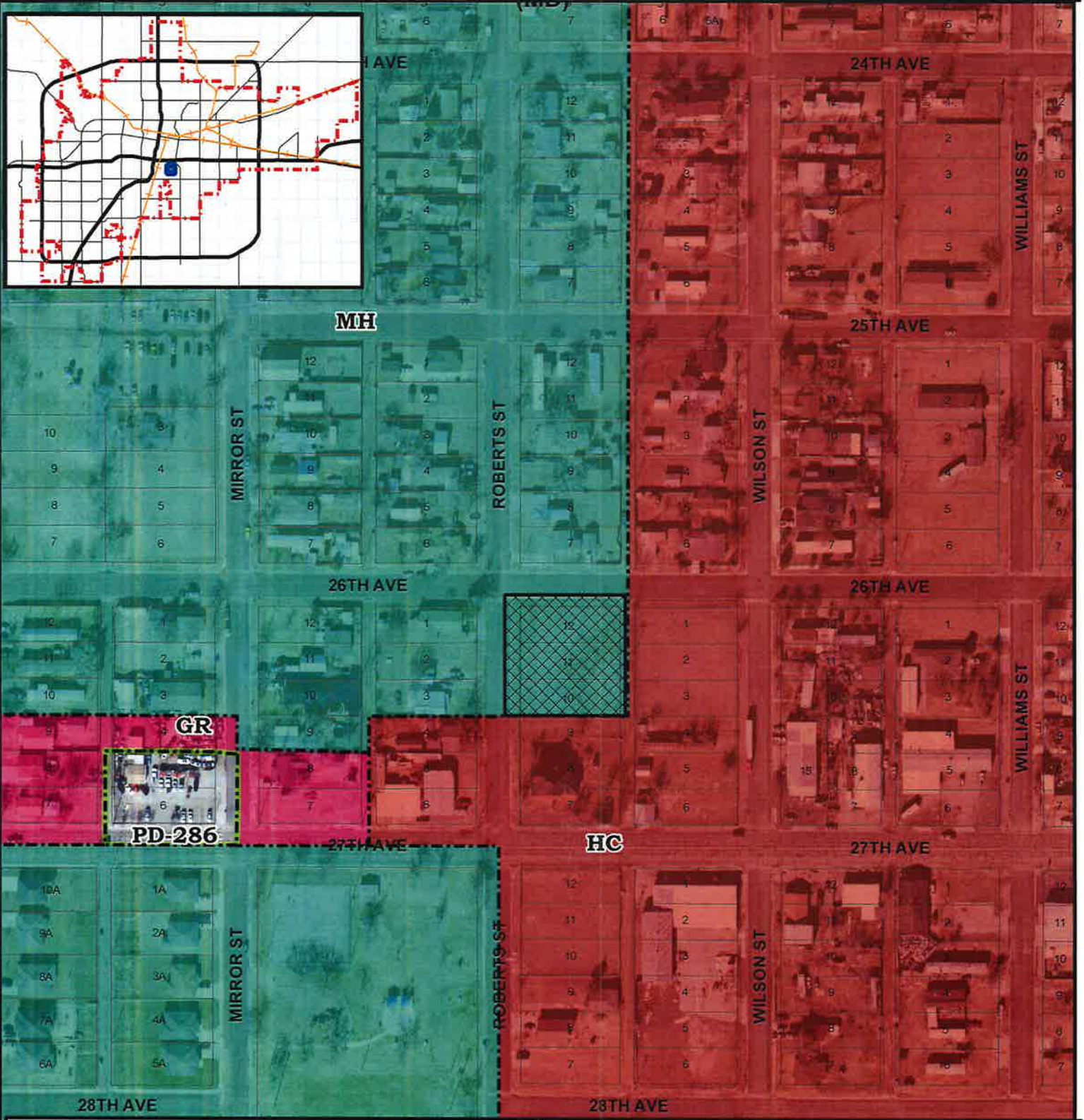
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**REZONING LOTS 10 THRU 12 BLOCK 110, GLENWOOD ADDITION UNIT 1
MANUFACTURED HOME DISTRICT (MH) TO MODERATE DENSITY DISTRICT
(MD)**

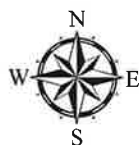


**CITY OF AMARILLO
PLANNING DEPARTMENT**

Rezoning Lots 10 thru 12, Block 110, Glenwood Addition Unit No. 1, in Section 154, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Manufactured Home District to Moderate Density District.

Applicant: Collins Family Properties

Scale: 1 inch = 187 feet
Date: 10/4/2018



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

Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/30/2018	Council Priority	Lease Agreement
Department	Police Department		
Contact	Col. Ken Funtek		

Agenda Caption
 Lease Agreement for Limited Use – Lease Agreement for the use of premises for the purpose of operating a café at the APD building.

Agenda Item Summary
 The lease agreement for limited uses provides for the use of an area located in the basement of the Amarillo Police and Courts Building located at 200 SE 3rd Street, Amarillo, Potter county, Texas, further described as Rooms B-6, B-7, B-8 and the storage room adjacent to B-6 for the purpose of operating a café.

Requested Action
 Approval of the Lease Agreement to be signed by City Manager.

Funding Summary
 N/A

Community Engagement Summary
 N/A

Staff Recommendation
 This item is recommended for approval by the City Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT (Agreement) is entered into between the City of Amarillo, a Texas Municipal Corporation situated in Potter and Randall Counties, Texas (LESSOR) and Laura Danielle Greer d/b/a City Cafe (LESSEE) upon the following terms and conditions to be performed in Potter County, Texas:

1. **Premises.** LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby leases from LESSOR, the following described premises: an area located in the basement of the Amarillo Police and Courts Building located at 200 SE 3rd Street, Amarillo, Potter county, Texas, further described as Rooms B-6, B-7, B-8 and the storage room adjacent to B-6 (the "Premises") together with the right of ingress and egress into and out of the Building.
2. **Term.** The Lease shall have an initial term of two (2) years, and shall become effective on November 1, 2018. The term of this Lease shall expires 11:59 p.m. local time for the Premises, on October 31, 2020.
3. **Renewal Term.**
 - 3.1. LESSEE shall have the right to renew this Lease for an additional term of two (2) years, by giving LESSOR written notice of LESSEE'S intention to renew no later than 30 days prior to the expiration of the term of the lease.
 - 3.2. LESSOR may refuse to renew this Lease by giving written notice to the LESSEE prior to receiving notice of LESSEE's intention to renew, or no later than 10 days after receiving notice of LESSEE'S intention to renew.
4. **Termination & Expiration.**
 - 4.1. Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advanced written notice designating the date of termination. Any notice required or permitted under this Agreement shall be in accordance with Section 21 of this Agreement.
 - 4.2. Each party may terminate this Agreement, if the other part materially breaches its obligations under this Agreement, and fails to cure the breach within 30 (30) days following receipt of written notice of such breach from the other party.
 - 4.3. Upon expiration & termination of the Lease, LESSEE will peaceably yield up to the LESSOR the Premises, and any additions to the Premises, in good condition and repair, reasonable use and wear excepted. Additionally, LESSEE will have 10 days to remove all of LESSEE'S fixtures, equipment and property from the Leased Premises. Any fixtures, equipment and property not removed within the 10 day period will be deemed to have been abandoned by LESSEE and will, at LESSOR'S option, become the property of LESSOR.
 - 4.4. Upon termination LESSOR will have the right to enter, occupy and repossess the Leased Premises without any liability to LESSEE.
5. **Monthly Rent.**
 - 5.1. LESSEE shall submit monthly rental payments in the amount of \$150.00 on or before the

first day of each month during the initial term or any renewal term of this Lease.

5.2. Payment shall be made to Attention Accounting Department, P.O. Box 1971 Amarillo, Texas 79105-1971.

5.3. The first payment is due upon execution of this Agreement. Failure to pay the rent as required will be grounds for immediate termination.

6. Use of Premises.

6.1. LESSEE shall occupy and use the Premises for the purpose of maintaining and operating a food concession and for no other purposes. At a minimum LESSEE will operate the concessions from 7:00 a.m. to 3:00 p.m., Monday through Friday except on legal holidays, as provided in Section 20.

6.2. LESSOR covenants that it will not grant to any other person, nor will it permit another person the right to sell goods or sundries, or otherwise operate any type of concession in the Police and Courts Building, except for goods and sundries sold through vending machines.

7. Responsibilities of Parties.

7.1. LESSEE will be responsible for and pay any taxes levied by any taxing authority on the Leased Premises and/or on LESSEE'S personal property located on the Premises.

7.2. LESSEE will bear any expenses associated with the Premises not specified as the responsibility of LESSOR.

7.3. LESSOR will provide heating and cooling, hot and cold water, electricity and communication services, including sufficient internet access to the Premises at no additional cost to LESSEE.

7.4. LESSOR will furnish for the use of the LESSEE in the furtherance of the LESSEE'S business 8 round Formica-top tables, 2 eight foot tables and 50 chairs.

8. Assignment & Subletting. LESSEE shall not have the right to assign or sublease the whole or any part of the Leased Premises during the initial term and any renewal term without the prior written permission of the LESSOR.

9. Accounting. LESSEE will keep a set of books which accurately shows an itemized account of the amount of money expended in the operation of LESSEE'S business, and will present to the City Auditor of the City of Amarillo a statement of the previous year's activities on or before the 31st day of January of each year. The statement will show the gross amount expended and the gross amount received in the operation of LESSEE'S business. LESSEE 'S books will be open to the inspection of the LESSOR at all reasonable times.

10. Maintenance.

10.1. LESSEE will maintain the Premises in good repair and appearance at all times at LESSEE'S expense, and will not make any alterations, additions or improvements to the Premises without the prior written consent of LESSOR.

10.2. LESSEE will not allow any lien to attach to the Premises.

11. Inspections. LESSEE will comply with all City Ordinances, fire equipment requirements, fire inspections, fire safety equipment inspections, State health regulations, and such other Federal, State and Local rules and regulations that may be required. LESSEE will allow the Leased Premises to be inspected by LESSOR at all reasonable times.

12. Approval of Concessions.

12.1. All merchandise sold at LESSEE'S concession will be approved by the LESSOR. LESSOR will also have final approval of the prices on all items that LESSEE shall sell, including all price increases or decreases that LESSEE may request. LESSOR agrees that LESSEE shall be entitled to charge a fair price on all items as determined by the average price on said items in the City of Amarillo, Texas.

12.2. A management committee comprised of the Chief of Police, Assistant Chief of Police and the City Manager or designee is hereby established to approve the merchandise to be sold, the quality of food and service and the prices to be charged.

12.3. LESSEE further agrees that merchandise which contains a preprinted retail price on the individual items offered for sale or on the display carton containing the items will be sold at the preprinted retail price shown for such items.

13. Surrender of Premises. The parties agree that LESSOR may make written demand upon LESSEE for the surrender of the premises and the termination of this Lease if the LESSOR determines that it needs the space occupied by LESSEE in the operation of the Police Department or if the management determines that the quality of food and service has deteriorated and is no longer acceptable. In such event, LESSEE shall have 60 days to vacate the Leased Premises after receipt of LESSOR'S written notice of its intention and demand for the surrender of the Leased Premises. LESSEE shall give LESSOR 60 days written notice if LESSEE wants to terminate this Lease at any time, for any reason.

14. Manner of Conduct. LESSEE will conduct herself and the operation of the concessions in such a manner as to reflect no discredit upon the Police Department or the City of Amarillo.

15. Liability. LESSOR will not be liable to the LESSEE or the LESSEE'S employees, patrons or visitors for any damage to person or property due to the Leased Premises being improperly constructed, or being or becoming out of repair, or for any damage from any defects or want of repair on any portion of the Leased Premises. LESSEE by execution hereof acknowledges that LESSOR has inspected the Leased Premises and accepts the Leased Premises as suitable for the purposes for which they are leased and accepts the Leased Premises and each and every appurtenance thereof "AS-IS" and waives any and all claims resulting from defects therein.

16. Indemnity. LESSEE WILL INDEMNIFY AND HOLD LESSOR, ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY LESSEE'S USE OR OCCUPANCY OF THE LEASED PREMISES OR THAT OF LESSEE'S AGENTS OR EMPLOYEES, PROVIDED, HOWEVER, THAT LESSEE SHALL NOT BE LIABLE FOR ANY INJURY, DAMAGE OR LOSS OCCASIONED BY THE SOLE NEGLIGENCE OF THE LESSOR, ITS AGENTS OR EMPLOYEES.

17. **Notice of Claims.** LESSEE shall give to LESSOR prompt and timely notice of any claim made or suit instituted which, in any way directly or indirectly, contingently or otherwise, affects or might affect LESSOR. LESSOR shall have the right to compromise and defend the same to the extent of its own interests.

18. **Insurance.** LESSEE shall, at LESSEE'S sole expense, keep in force insurance issued by a company or companies acceptable to LESSOR against all liability for accidents arising out of or in connection with LESSEE'S use and occupancy of the Leased Premises. LESSEE shall furnish to LESSOR certificates evidencing such insurance and LESSOR shall further be furnished with a certificate to the effect that such insurance shall not be canceled or materially changed without ten (10) days prior written notice to LESSOR. Said required insurance shall be of the types and minimum limits as follows:

<u>Type</u>	<u>Minimum Limits</u>
Workers' Compensation Coverage A	Statutory
Commercial General Liability	\$500,000 each occurrence
Fire and Extended Coverage	Value of LESSEE'S personality on the Leased Premises.

General Liability must include LESSOR as an additional insured. Workers' Compensation and Fire and Extended Coverage must include a waiver of subrogation in favor of LESSOR.

19. **Default.** In the event of default of LESSEE'S obligations under this Agreement, LESSOR shall give LESSEE written notice of such default. If such default is not cured within 10 days after LESSEE has received LESSOR'S written notification of default, LESSOR may declare the lease forfeited, and, thereupon, this Lease shall terminate. LESSOR shall have the right, without further notice or demand, to reenter and remove all persons and all of LESSEE'S property from the Leased Premises, without prejudice to any of LESSOR'S other remedies for breach of Lease. LESSOR may relet the premise for the remainder of the term at the best terms LESSOR may obtain for the account of the LESSEE, who shall make good any deficiency. LESSOR shall have a lien as security for deficient rents and damages upon any property which LESSEE may have on the Premises.

20. **Closures.** LESSEE agrees that LESSEE will take not more than 10 days vacation days plus 1 week at Christmas of each year of the term or any renewal term of this agreement. Lessee will give 10 days prior written notice of vacation time to the LESSOR and will simultaneously post a notice on the Premises.

21. **Notices:** All notices, requests, demands, or other communications required under this Agreement shall be in written form, and shall be effective when delivered personally, or given by registered, express, or certified U.S. mail service, return receipt requested, and shall be deemed properly delivered on the date shown on the postal receipt. Notice shall be addressed to the parties to whom directed at the address herein set forth or at such other address as may be, from time to time, designated in writing by the party changing such address. For the purposes of this Lease, such addresses shall be as follows:

LESSOR
City Manager
City of Amarillo
P.O. Box 1971
Amarillo, TX 79105

LESSEE
Laira Danielle Greer d/b/a City Café
200 East 3rd Avenue, Room B-6
Amarillo, TX 79101

22. **Governing Law.** This Lease will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.
23. **Hazardous Materials.** If LESSEE uses, stores or generates any hazardous materials or wastes on the Leased Premises, LESSEE will obey all federal, state and local laws governing such materials; will be responsible for all liabilities including costs and fines, related to the use, storage and generation of hazardous materials on the Leased Premises; and will indemnify and hold LESSOR, its officers and employees harmless for any liabilities related to the hazardous materials.
24. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal unenforceable provision had never been contained herein.
25. **Amendments.** This Agreement may not be modified or amended without written agreement from both parties. The parties shall not be bound as to any oral agreements or understandings except when the same shall be reduced to writing and duly executed by both parties as an amendment to this Agreement.
26. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and the parties acknowledge that there is no other written or oral understanding or promises between the parties, and that all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Parties further acknowledge that no representations except those that may be contained herein have been made to induce either party to enter into this Agreement.

EXECUTED this ____ day of _____, 2018.

LESSOR (CITY OF AMARILLO)

BY: _____
Jared Miller, City Manager

LESSEE (Laira Greer d/b/a City Café)

BY: _____
Laira Greer

Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/30/2018	Council Priority	Memo of Understanding
Department	Police Department		
Contact	Col. Martin Birkenfeld		

Agenda Caption
 Lease Agreement for Limited Uses – Lease Agreement between the Amarillo Police Department and a local organization for the limited use of office space by the Neighborhood Police Officer units.

Agenda Item Summary
 The lease agreement for limited uses provides for office space in a designated neighborhood to be used by Amarillo Police Department for the Neighborhood Police Officer units. The office will be utilized for the purpose of general police activity, research, preparing reports, meetings with citizens, etc. The organization that has agreed to provide an office is: Maverick Boys and Girls Club.

Requested Action
 Approval of the Lease Agreement to be signed by City Manager.

Funding Summary
 N/A

Community Engagement Summary
 N/A

Staff Recommendation
 This item is recommended for approval by the City Manager

**LEASE AGREEMENT FOR LIMITED USE
OF OFFICE LOCATIONS FOR AMARILLO POLICE
DEPARTMENT NPO UNITS**

This Lease Agreement is made and entered into by and between **MAVERICK BOYS & GIRLS CLUB**, with its principal office located at 1923 South Lincoln, Amarillo, Texas 79109 herein called "LESSOR", and the **CITY OF AMARILLO**, a Texas Municipal Corporation situated in Potter and Randall Counties, Texas, herein called "LESSEE" for the purpose of participating in a cooperative effort in the establishment of a dedicated neighborhood police unit.

RECITALS

WHEREAS, the Chief of Police of the Amarillo Police Department has instituted a Neighborhood Police Officer Unit ("NPO Unit"); and

WHEREAS, the NPO Unit is assigned to a specific neighborhood to work with business owners and citizens to identify and assist with ongoing problems that affect the area; and

WHEREAS, the NPO Unit will be a contact with the community, within the assigned area, to gather information about ongoing criminal activity and to encourage the neighborhood community to work together with the police toward a common goal; and

WHEREAS, the NPO Unit will work to formulate a strategy for addressing offenses, and to disrupt criminal activity; and

WHEREAS, the NPO Unit will need a centralized office in the neighborhood they are assigned to meet with citizens, prepare reports, and conduct research; and

WHEREAS, the LESSOR desires to participate in a cooperative manner to ensure neighborhood safety, and provide an office location for the NPO Unit.

NOW, THEREFORE, in consideration of the premises and of the terms and mutual provisions herein contained, the LESSOR and the LESSEE hereby agree as follows:

1. **Premises:** LESSOR hereby agrees to lease to LESSEE, and LESSEE hereby leases from LESSOR, the following described premises: an office space located just inside the main entrance doors in the northwest part of the facility not to exceed 16.5 ft x 10.5ft in the building located at LESSOR's principal office described above.
2. **Term:** This Agreement shall become effective between the Parties on the day in which this Agreement is signed. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof and shall renew automatically each year for an additional one-year term until terminated.
3. **Rent:** The LESSEE will pay the LESSOR One Dollar (\$1.00) per year as consideration. Payment will be made by LESSEE within thirty (30) days of the date of execution of this agreement, and within thirty (30) days of the date of renewal.

4. **Use of Premises:** LESSEE shall use the Premises for an office space for the Amarillo Police Department's Neighborhood Police Officers Unit("NPO") and shall not be used for any other purposes without written consent of LESSOR. LESSEE shall not have any rights to Premises, excluding the rights to use the Premises as described in this Agreement.
5. **LESSEE Responsibility:** LESSEE shall keep and maintain the Premises in good order and condition and will remove any debris left on the premises
6. **Installations:** LESSOR agrees that LESSEE may install furnishings and equipment necessary to perform police officer's duties, and install new locks on the office so that ONLY the officer's have access to the office. Upon vacating the premises the LESSEE will remove all signs, furnishings and equipment, and repair (at LESSEE's expense) any damage to the Premises caused by LESSEE.
7. **Signs:** LESSEE shall have the right and privilege of attaching, affixing, or exhibiting signs on the Premises relating to LESSEE's operations on the Premises.
8. **Access:** LESSOR agrees to allow LESSEE access into the Premises as is necessary to carry out NPO's obligations of community policing within the neighborhood.
9. **Insurance:** At all times during the lease term, LESSOR agrees to maintain in full force and effect, property insurance to keep the Premises insured against loss or damage by fire; and Liability Insurance to protect the owner against potential claims of citizens who enter the premises for contact with the NPOs.
10. **Termination:** This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.
11. **Notices:** All notices required under this Lease shall be in writing and shall be deemed to be properly served when posted by Certified United States mail, postage prepaid, return receipt requested, addressed to the parties to whom directed at the address herein set forth or at such other address as may be, from time to time, designated in writing by the party changing such address. For the purposes of this Lease, such addresses shall be as follows:

City of Amarillo	Maverick Boys & Girls Club
Chief of Police	Attention: Donna Soria, CEO
200 S.E. Third Avenue	1923 South Lincoln
Amarillo, TX 79101-1514	Amarillo, Texas 79109
12. **Severability:** If any term of provision of this Agreement is declared invalid or unenforceable, the remainder of the Agreement shall not be affected by such determination and shall continue to be valid and enforceable.

13. **Amendments:** This Agreement may only be amended in writing. The parties shall not be bound as to any oral agreements or understandings except when the same shall be reduced to writing and duly executed by both parties as an amendment to this Agreement.

14. **Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and LESSOR and LESSEE accepting the same, acknowledge that there is no other written or oral understanding or promises between the parties, and that no representations except those that may be contained herein have been made to induce LESSOR or LESSEE to enter into this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this _____ day of _____, 2018.

ATTEST:

CITY OF AMARILLO

City Secretary

City Manager

MAVERICK BOYS & GIRLS CLUB

Donna Soria, CEO

G

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 30, 2018	Council Pillar	Fiscal Responsibility
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Department	Finance Laura Storrs, Finance Director
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Agenda Caption

Approval of the City of Amarillo 2018 Investment Policy.

Agenda Item Summary

Each year, the City updates its Investment Policy and seeks to have it authorized by the City Council in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (PFIA). The City's investment objectives are to preserve capital, to provide liquidity and optimize earnings within the constraints of the first two objectives. The City invests in securities authorized by the Policy and the Public Funds Investment Act.

Requested Action

Approval of the City of Amarillo 2018 Investment Policy.

Funding Summary

N/A

Community Engagement Summary

N/A

City Manager Recommendation

The Investment Committee reviewed this policy on 10/25/18 and is recommending approval. The City Manager also recommends acceptance of this item.

MEMO



To: Mayor and City Council
From: Laura Storrs, Finance Director
Date: October 26, 2018
Subject: City of Amarillo 2018 Investment Policy

Attached for your review and approval is the proposed 2018 City of Amarillo Investment Policy. Each year, the City updates its Investment Policy and seeks to have it authorized by the City Council in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (PFIA). The City's investment objectives are to preserve capital, to provide liquidity and optimize earnings within the constraints of the first two objectives. The City invests in securities authorized by the Policy and the Public Funds Investment Act.

During 2018, the 2017 Investment Policy was submitted to the Government Treasurers' Organization of Texas (GTOT) for certification. This was the second time the City had participated in this program offered by the GTOT and was awarded the Certificate of Distinction. This certification is good for a two-year period ending March 31, 2020.

A summary of the major changes to the 2018 Investment Policy is as follows:

- Page 8, INVESTMENT POLICY CERTIFICATION – Removed wording related to a change in the PFIA from HB 1701.

The Investment Committee reviewed this policy on 10/25/18 and is recommending approval. Please let me know if you have further questions about this policy. I appreciate your consideration of this request.

CITY OF AMARILLO INVESTMENT POLICY AND STRATEGY

~~November 7, 2017~~ October 30, 2018

FORMAL ADOPTION

This Investment Policy is authorized by the City Council of the City of Amarillo in accordance with Chapter 2256, Texas Government Code (the Public Funds Investment Act), as amended.

SCOPE

This Policy applies to all of the investment activities of the City, excluding the Employee Retirement Trusts, the OPEB Trust, the deferred compensation plan or investments donated to the City for a particular purpose or donated according to terms specified by the donor. This Policy establishes guidelines for those who can invest City funds, for how City funds will be invested, and for when and how a periodic review of investments will be made. The Investment Policy is divided into two sections: General Investment Policy and Investment Strategy.

INVESTMENT POLICY

The following are general requirements of the City Investment Policy. The general requirements address issues and requirements common to all funds separately invested by the City. Following the general requirements are specific requirements that relate to either specific fund types or funds managed by the City.

INVESTMENT OBJECTIVES

The City investment objectives are as follows:

- 1) To preserve capital is our most important investment objective.
- 2) To provide liquidity.
- 3) To optimize earnings within the constraints of Numbers 1 and 2 above.

TO PRESERVE CAPITAL

- 1) To preserve capital, the City will only invest in the following:
 - a) Time Deposits, Certificates of Deposit, and other interest bearing accounts at an authorized depository of the City. Investments are limited by the amount of the combination of federal depository insurance, pledged collateral and any surety bond or letter of credit of the depository.

Deposits issued:

- a. by a depository institution that has its main office or a branch office in this state that are:
 - I. Guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or
 - II. Secured in compliance with COLLATERAL; or
 - III. Secured in any other manner and amount provided by law for deposits of the investing entity.

- b. In addition to the authority to invest funds in deposits under Section 1 a., an investment in deposits made in accordance with the following conditions is an authorized investment:
- I. The funds are invested through a depository institution or broker that has its main office or a branch office in this state. Additionally a broker is required to be selected from a list of approved broker dealers adopted by the City;
 - II. The depository institution or broker arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City;
 - III. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
 - IV. If appointed by the City, the depository institution or broker may act as custodian for the City with respect to the deposits issued for the account of the City.
- b) Direct obligations of the United States including Treasury Bills, Treasury Notes, Treasury Bonds, Treasury Strips, and instruments guaranteed by the Full Faith and Credit of the United States; for reporting purposes, these securities will be defined as Government Securities. Treasury Strips are defined as Treasury Notes and Treasury Bonds that are purchased at a discount from par and do not pay periodic interest.
- c) Obligations of agencies and instrumentalities of the United States. For reporting purposes, the investment in agency and instrumentality securities will be categorized as Agency Securities. The investment in agencies and instrumentalities is limited to seventy-five percent (75%) of the Portfolio. Investments in agencies or instrumentalities will be diversified among the agencies and instrumentalities.
- e) A no-load money market mutual fund that is continuously rated AAA or AAAM by at least one nationally recognized rating agency; is regulated by the Securities and Exchange Commission; complies with the requirements of a money market mutual fund; has an average weighted maturity of less than two years; has either a duration of: (a) one year or more and is invested exclusively in obligations approved under the Public Funds Investment Act; or (b) less than one year and the investment portfolio is limited to investment grade securities, excluding asset-back securities; and includes in its investment objectives the maintenance of a stable net asset value of \$1.00 for each share.
- f) Municipal securities rated not less than AA- or its equivalent by a nationally recognized rating agency. Total investment in municipal securities would be limited to ten percent (10%) of the portfolio.
- g) The maximum investment in callable securities (redeemed at the option of the issuer) will be twenty-five percent (25%) of the Portfolio.
- h) Bond proceeds may be invested in fully collateralized flexible repurchase agreements ("flex repos") with a defined maturity date not to exceed the final scheduled construction expenditure date. Flexible repurchase agreements must only be entered into with a primary government securities dealer as defined by the Federal Reserve or a financial institution doing business in the State of Texas. They must be secured by a combination of cash and obligations of the United States or its agencies and instrumentalities, which are pledged to the City and deposited with a third party custodian approved by the City. However, mortgaged backed securities will not be allowed as acceptable pledged obligations. The collateralization percentage shall be maintained at or above one hundred two percent (102%) of the outstanding flex repo balance along with any interest accrued but not yet paid. All repurchase agreement transactions shall be governed by a signed repurchase agreement, which requires that the securities being purchased by the City or cash held by the City to be pledged to the City, held in an account in the City's

name and deposited at the time the investment is made with the City or with a third party selected and approved by the City

- 2) To preserve capital, the City of Amarillo will not employ any investment strategy that is inherently risky.
 - a) The City will not borrow funds using investment securities as collateral and reinvest the proceeds in other investment securities. Approved no-load money market mutual funds in 1(g) above are allowed to use Reverse Repurchase Agreements.
 - b) The City will not take a position in a security for speculation or only for anticipated capital appreciation.
 - c) While a designated Investment Officer will be empowered to buy and sell securities on behalf of the City, the City will use a buy and hold strategy for most investments.
 - d) The City will diversify investments.
- 3) To preserve capital, the City will not invest in any securities that are inherently risky:
 - a) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
 - b) Obligations whose payment represents the principal stream of cash flow from underlying mortgage-backed security collateral and bears no interest.
 - c) Obligations that have a stated final maturity date of greater than five years.
 - d) Obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
 - e) Any obligation related to foreign currency or foreign market interest rates or indices.
 - f) Any other obligations similar to items 3(a) through 3(e) above where small changes in market interest rates can produce potentially large changes in the value of a security or substantially extend the life of the security.

TO PROVIDE LIQUIDITY

- 1) The Investment Portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintaining appropriate Portfolio diversification including funds invested with overnight liquidity. Since projected cash flows are estimates, it is the stated goal to invest in a manner that provides excess funds for reinvestment and additional liquidity each month.
- 2) In conjunction with (1) above, the City will ladder investment maturities. That is, the Portfolio will be structured so that investments mature all along the yield curve and generally near term obligations are provided for before more long-term obligations. However, it will not be necessary to completely provide all maturities for a month before investing further out on the yield curve. By not fully investing every month, the City will be better able to utilize all investment options (especially more short-term securities) available in the Investment Policy. With the laddered Portfolio structure, there would be a steady stream of funds to the Portfolio and high quality short-term securities available if securities needed to be sold before maturity. In conjunction with the

above ladder approach, maturities beyond ninety (90) days will be diversified along the yield curve to avoid a concentration of maturities in one or more months.

- 3) Additional liquidity will be provided through attractive cash equivalent investment options. The City will diversify the investment in money market funds. The combined investment in money market funds should be a minimum of three percent (3%) of the overall Portfolio.

TO OPTIMIZE EARNINGS

- 1) Within the constraints of preservation, safety, and liquidity, it is the City's goal to optimize earnings.
- 2) City funds will be deposited daily to optimize funds available for investment.
- 3) Idle cash will be invested until needed to pay obligations.
- 4) The Portfolio will be structured to provide excess funds for reinvestment so that in periods of rising interest rates, funds are available for reinvestment. In periods of falling rates maturities have been laddered to lock in higher returns.
- 5) The City may employ securities lending to enhance earnings:
 - a. The City will only lend securities to primary government securities dealers, as defined by the Federal Reserve.
 - b. The City will only accept cash, government securities and irrevocable Letters of Credit as collateral greater than or equal to the value of the borrowed securities plus accrued interest. Borrowed securities must be marked to market daily. Increases in the market value of the borrowed securities will necessitate the pledging of additional collateral greater than or equal to the value of the borrowed securities. If the market value of the securities were to decrease, collateral would be released upon request of the securities dealers by the City not greater than the value of the borrowed securities.
 - c. The term of the contract is for one year, but can be renewed annually for an additional one-year term by mutual consent of the City and acceptable counter party. The maximum term for securities on loan may not exceed 90 days, or the expiration date of the contract.
 - d. The monies received by the City as collateral for borrowed securities shall be invested for a term not later than the expiration date of the Securities Lending Agreement.
 - e. The monies received by the City as collateral for securities borrowed can only be invested in money market mutual funds, repurchase agreements, and obligations of U. S. Government, or its agencies and instrumentalities.
 - f. A loan made under the securities lending agreement must allow termination at any time by either party.
 - g. The collateral for the loan must be pledged to the City, held in an account in the name of the City and deposited at the time of the investment with a third party approved by the City.

PORTFOLIO COMPOSITION

At all times at least 80% of the Portfolio must be in investments with maturities of two years or less. No more than 20% of the Portfolio can be held in maturities ranging from two to five years. The maximum dollar weighted average maturity of the Portfolio cannot exceed one year.

DESIGNATED INVESTMENT OFFICER

The Assistant City Manager of Financial Services, Finance Director, and the City Auditor are the designated Investment Officers. After the investment transaction is completed, an authorization of investment form will be executed for all City investments. The Assistant City Manager of Financial Services or the Finance Director must sign the form approving investments. Also, the City Manager or the Deputy City Manager must co-sign the form acknowledging the investments.

INVESTMENT COMMITTEE

The Investment Officers of the City will be members of the Investment Committee. The role of the committee will be to review and monitor quarterly reports, make recommendations on changes in the Investment Policy, approve training sources, and approve brokers/dealers.

PERCENTAGE TESTS

This Policy contains several percentage tests. Because of daily changes in cash, the Portfolio can be in compliance one day and not in compliance the next day. The Portfolio limits should be adhered to as investments are purchased; however, investments would not have to be sold to comply with Portfolio limits.

MARKET PRICE VALUATION

Monthly reports will include market price valuations of the Portfolio from a third-party pricing agency or through a source independent of the transaction.

PERFORMANCE STANDARD

The performance standard of the Portfolio will be calculated based on the weighted average yield to maturity.

MONITORING

Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has a Public Fund Investment Act required minimum rating. Any investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. Prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Except as stated above, the City is not required to liquidate investments that were authorized investments at the time of purchase.

SETTLEMENT OF SECURITIES

All settlements of security transactions will be by "delivery versus payment."

INTERFUND TRANSFERS

From time to time some City funds (for example: General Fund, Airport Fund, and Water and Sewer Fund) will become over/under invested while the overall Portfolio is compliant with the City's Investment

Policy. Investment transfers can be made to correct funds being over/under invested; however, any transfer would have to be suitable for the fund. Investment transfers will be made between funds at book value plus accrued interest. ~~However,~~ transfers involving tax-exempt bond proceeds shall comply with applicable IRS regulations.

COLLATERAL

- 1) All bank deposits not insured by federal depository insurance are collateralized by securities held by an independent third party under a joint custody arrangement giving the City unconditional rights and claims to the collateral. In lieu of the above collateral requirement the depository may provide a surety bond or letter of credit issued by an agency or instrumentality in compliance with the Public Funds Investment Act.
- 2) The City will accept as collateral any securities eligible under the Public Funds Collateral Act reserving the right to accept or reject any individual securities.
- 3) The City will compare deposit collateral to bank deposits daily.
- 4) Authorized depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:
 1. The agreement must be in writing;
 2. The agreement has to be executed by the depository and the City contemporaneously with the acquisition of the asset;
 3. The agreement must be approved by the Board of Directors or designated committee of the depository and a copy of the meeting minutes must be delivered to the City; and
 4. The agreement must be part of the depository's "Official Record" continuously since its execution.

SAFEKEEPING

Securities owned by the City should be held in a manner that the safekeeping method will be categorized as "Least Risk" for Governmental Accounting Standards Board (GASB) purposes:

- 1) All securities will be held by the City's safekeeping agent in an account in the City's name.
- 2) All non-physical securities will be safekept at the Federal Reserve or at the City's safekeeping agent.
- 3) Any physical securities will be registered to the City and safekept at the City's safekeeping agent or held in a safe deposit box with limited access.

COMPETITIVE BIDDING

The City will practice competitive bidding orally, by telephone, electronically, or in any combination of these methods when purchasing an investment to help strengthen the investment process. All investments, other than the placement of funds in money markets mutual funds, which are deemed to be made at prevailing market rates, will be competitively bid and placed with providers offering the best value

to the City. The City reserves the right to reject the most financially favorable bid if it is potentially disruptive to its investment strategy.

STANDARD OF CARE

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall Portfolio within the applicable legal constraints. The Public Funds Investment Act states:

"Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probably income to be derived."

STANDARDS OF ETHICS

All Investment Officers shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

REPORTING

Investment performance will be monitored and evaluated by the Investment Officers. The Investment Officers will provide a quarterly comprehensive report signed by all Investment Officers to the City Council. This investment report shall be in compliance with the Public Funds Investment Act.

AUDITS

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the City's Investment Policy and strategies. Additionally, the auditors will review the Investment Officers' quarterly reports and provide the results of that review to the City Council as part of the annual audit.

REVIEW AND AMENDMENT

The City Council shall review and adopt this Policy at least annually. Amendments must be approved by the Investment Committee and adopted by the City Council.

TRAINING

In order to have qualified and capable Investment Officers, officers will attend investment training and receive not less than 10 hours of instruction relating to investment responsibilities and that is in compliance with the Public Funds Investment Act within 12 months of taking office or assuming investment duties. After the initial training, Investment Officers are required to take eight hours of training every two years aligned with the City's fiscal year. The Investment Committee will approve all investment training sources.

PRUDENT INVESTMENT MANAGEMENT

The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

BROKER/DEALERS

Investment Broker/Dealers shall adhere to the spirit, philosophy and specific term of the Policy and shall avoid recommending or suggesting transactions outside the "Standard of Care."

The Investment Committee will perform selection of Broker/Dealers at least annually. The Investment Committee will establish criteria to evaluate Broker/Dealers, including:

- a) Adherence to the City's policies and strategies.
- b) Transaction pricing.
- c) Responsiveness to request for services, information and open communication.
- d) Understanding of the inherent fiduciary responsibility of investing public funds.
- e) Similarity in philosophy and strategy with the City's investment objectives.

Selected Broker/Dealers shall provide timely transaction confirmations.

The approved Broker/Dealers are as follows:

Piper Jaffray & Co.
Bank of America Merrill Lynch
Amarillo National Bank
Herring Bank
Wells Fargo
Frost Bank
Fidelity Investments
Stifel, Nicolaus & Co. Inc.

The approved Broker/Dealers are authorized to engage in investment transactions with the City and can be revised periodically by the Investment Committee. It may become necessary to add Broker/Dealers during the year to insure competition and good service to the City. Therefore, the Investment Committee can add additional Broker/Dealers during the year.

INVESTMENT POLICY CERTIFICATION

Business organizations eligible to transact investment business with the City shall be presented a written copy of the Investment Policy. Additionally, the qualified representative of the business organization seeking to transact investment business shall execute a written instrument substantially to the effect that the business organization has:

- 1) Received and reviewed this Investment Policy.
- 2) ~~Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the City except to the extent that this authorization is dependent on an analysis of the makeup of the entire portfolio or requires an interpretation of subjective investment standards.~~

The City shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

WIRE PROCEDURES

The City is allowed to initiate wires through a City authorized depository. The individuals authorized to perform wire transactions include the Assistant City Manager of Financial Services, the Finance Director, the City Auditor and the Assistant City Auditor. The City Secretary and the Assistant City Secretary are authorized to make secondary approvals of wire transfers. Wires may be done as repetitive or non-repetitive transactions. Repetitive wires can be set up at a City depository bank with approval of two of the authorized individuals. Thereafter, repetitive wires may be completed with approval of one of the authorized individuals. Non-repetitive wires will require approval from two of the authorized individuals.

STATUTORY VERIFICATIONS

NOT BOYCOTTING ISRAEL

Pursuant to the Texas Government Code, Chapter 2270, Title 10, Subtitle F, a business organization transacting investment business for the City shall verify that the business (1) does not boycott Israel currently; and (2) will not boycott Israel during the contract term. "Boycott Israel" means that the business refuses to deal with, terminates business activities with, or otherwise takes any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

NOT IDENTIFIED AS COMPANY DOING BUSINESS WITH FOREIGN TERRORIST ORGANIZATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, those companies responding to the City's advertisement or solicitation for bids, proposals, offers, or qualifications for which a contract or purchase is thereafter made are subject to being identified on a Texas Comptroller list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The City shall not enter into a governmental contract with a company that is identified on this list.

INVESTMENT STRATEGY

OPERATING FUND

The operating funds include the General Fund and other Special Revenue Funds of the City. The primary objective in investing available funds is the preservation and safety of principal. All of the allowable investments mentioned in the Investment Policy would be suitable for the operating funds. The investments should be structured so that investments mature to meet cash needs and have excess funds for additional liquidity. In the investment of funds decision, the security with the best return within a three to six month range will be selected with the intention of investing in the other maturities at a later date. This strategy allows the City to take full advantage of the yield curve and all investments securities allowed in the Investment Policy. Short-term securities such as discount notes can be used for shorter maturities, while treasury notes and other agency securities can be used for longer-term maturities. At least some of the purchases will be in U.S. Treasuries or Agency securities, which are both liquid and marketable. Investments in Agency securities should be diversified among different Government Agencies. Investments will be laddered along the yield curve to optimize earnings.

DEBT SERVICE AND DEBT SERVICE RESERVE FUNDS

All Debt Service Reserve funds will be kept in money market mutual funds/accounts or certificates of deposits in the unlikely event the funds would be needed for a shortfall in making debt service payments. Debt Service funds will be accumulated in money market funds/accounts until needed for scheduled debt service payments. The primary objective in investing available funds is the preservation and safety of principal. Yield will be dictated by short-term rates.

PROPRIETARY FUNDS

Proprietary funds include both Enterprise Funds and Internal Service Funds. These funds provide for the operations, capital replacement, and future claims of each functional area. Specifically, proprietary funds include Water and Sewer Fund, Airport Fund, Municipal Garage, Data Processing, Risk Management, and Employee Insurance. All of the allowable investment securities would be suitable for the proprietary funds. The primary objective in investing available funds is the preservation and safety of principal. The investments should be structured so that maturities are scheduled to meet cash needs and have excess funds for additional liquidity. In the investment of funds decision, the security with the best return within a three to six month range will be selected with the intention of investing in the other maturities at a later date. This strategy allows the City to take full advantage of the yield curve and all investments securities allowed in the Investment Policy. Short-term securities such as discount notes can be used for shorter maturities, while treasury notes and other agency securities can be used for longer-term maturities. Most of the purchases will be in U.S. Treasuries or Agency securities, which are both liquid and marketable. Investments in Agency securities should be diversified among different Government Agencies. Investments will be laddered along the yield curve to optimize earnings.

CAPITAL PROJECT FUNDS

Capital project funds are used to account for the construction of various City improvements including General Construction, Street Improvement, Golf Improvement, and other capital improvement funds. All allowable City investments would be suitable for the capital projects funds. The cash should be invested to correspond to the estimated aggregate cash draws on the various projects. At least some of the purchases will be in U.S. Treasuries and Agency securities, which provide both liquidity and marketability. Investments in Agency securities should be diversified among the various Government Agencies.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

The primary objective in investing Amarillo Economic Development Corporation (AEDC) funds is the preservation and safety of principal; however, AEDC has a great need for liquidity. Suitable investments should be no more than 190 days to maturity. Furthermore, AEDC should have substantial funds held in money market funds/accounts for additional liquidity. Because AEDC funds are very short-term maturities, Treasury Bills, Agency Discount Notes and deposits as described under Section 1 a) of the TO PRESERVE CAPITAL section will be heavily used. Diversification of investments among the various Government Agencies will be very important. Yield will be dictated by short-term rates.

OTHER ENTITY FUNDS

The City also invests funds for other entities. As with City funds, the primary objective in investing available funds is the preservation and safety of principal. Because of the uncertainty of when funds will be needed, liquidity is also very important. When the City invests funds for other entities, the funds will be invested in a similar manner as AEDC funds above.

TRUST FUNDS

Trust funds will be invested in accordance with provisions of the applicable trust agreement. If there are not specific investment requirements, trust funds will be invested in a similar manner as operating funds. In the investment of funds decision, the security with the best return within a three to six month range will be selected with the intention of investing in the other maturities at a later date. This strategy allows the City to take full advantage of the yield curve and all investments securities allowed in the Investment Policy. Short-term securities such as discount notes can be used for shorter maturities, while treasury notes and other agency securities can be used for longer-term maturities. The primary objective in investing available funds is the preservation and safety of principal.

BOND PROCEEDS

The investment of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary period," as defined by Federal tax law. During the temporary period bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations. Bond proceeds may be invested in a single flexible repurchase agreement if the Investment Officers determine that such an investment has advantage to comply with Federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation.

A flexible repurchase agreement provides that disbursements are allowed in the amount necessary to satisfy reasonable expenditure requests and the defined termination date of the investment does not exceed the estimated expenditure date of the bond proceeds.

H

Amarillo City Council Agenda Transmittal Memo



Meeting Date		Council Priority	
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER APPROVAL OF A CONTRACT WITH ACUSHNET GOLF PRODUCTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

Total amount of agreement - \$200,000.

This item allows the Parks and Recreation Department to provide Titleist, Pinnacle and Foot-Joy products in the pro shops located at Ross Rogers Golf Complex and Comanche Trail Golf Complex.

Agenda Item Summary

This award is to approve an annual "not-to-exceed" contract price for the whole sale purchase of Titleist, Pinnacle and Foot-Joy golf products in the amount of \$200,000. The Acushnet Company is the exclusive manufacturer and wholesale distributor of these products and is the sole source of the products at wholesale prices. The wholesale purchase of these products provide inventory for retail sale at both pro shops at Ross Rogers Golf Complex and Comanche Trail Golf Complex. Sales of merchandise will produce an estimated gross margin of 40% or approximate 20% net profit.

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funds were approved through the budget process in account 1811.51205.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

Bid No.6192 ACUSHNET GOLF PRODUCTS
Opened 4:00 p.m. August 14, 2018

To be awarded as one lot ACUSHNET GOLF PRODUCTS

Line 1 Golfing Equipment, per specifications

1 ea		
Unit Price	\$200,000.00	
Extended Price		200,000.00
Bid Total		200,000.00
Award by Vendor		200,000.00

I

Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/30/2018	Council Priority	
Department	AECC		
Contact	Lt. Shannon Kuster- AECC/PD		

Agenda Caption

Award – Hexagon Safety and Infrastructure Computer-Aided Dispatch (CAD) Maintenance:
 Awarded to Intergraph Corporation - \$171,133.20
 This item recommends award of the annual contract for the purchase of maintenance for the Hexagon CAD system at AECC.

Agenda Item Summary

This is to award of Annual contract for Hexagon CAD Maintenance for use by the City of Amarillo AECC Department. Hexagon is the proprietary vendor for Hexagon CAD who is the sole source provider for maintenance on the Hexagon CAD.

Requested Action

Consider approval and award for the City Annual Contract for Hexagon CAD Maintenance.

Funding Summary

Funding is budgeted in Inventory account 1270.69300.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No.6256 HEXAGON CAD MAINTENANCE RENEWAL
Opened 4:00 p.m. September 21,2018

To be awarded as one lot INTERGRAPH CORPORATION

Line 1 Law Enforcement Software

IPS0001, per specifications

12 ea

Unit Price \$774.900

Extended Price 9,298.80

Line 2 Law Enforcement Software

IPS0002, per specifications

12 ea

Unit Price \$5,628.000

Extended Price 67,536.00

Line 3 Law Enforcement Software

IPS0002TST, per specifications

12 ea

Unit Price \$0.000

Extended Price

Line 4 Law Enforcement Software

IPS0003, per specifications

12 ea

Unit Price \$588.000

Extended Price 7,056.00

Line 5 Law Enforcement Software

IPS0004, per specifications

12 ea

Unit Price	\$470.400	
Extended Price		5,644.80

Line 6 Law Enforcement Software
IPS0004A, per specifications

12 ea

Unit Price	\$0.000	
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Extended Price		
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Line 7 Law Enforcement Software
IPS0004ATST, per specifications

12 ea

Unit Price	\$0.000	
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Extended Price		
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Line 8 Law Enforcement Software
IPS0004TST, per specifications

12 ea

Unit Price	\$0.000	
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Extended Price		
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Line 9 Law Enforcement Software
IPS0004TXC, per specifications

12 ea

Unit Price	\$559.650	
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Extended Price		6,715.80
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Line 10 Law Enforcement Software
IPS0007, per specifications

12 ea

Unit Price	\$552.300	
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Extended Price		6,627.60
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Line 11 Law Enforcement Software
IPS0009, per specifications
12 ea
Unit Price \$939.750
Extended Price 11,277.00

Line 12 Law Enforcement Software
IPS0009TST, per specifications
12 ea
Unit Price \$0.000
Extended Price

Line 13 Law Enforcement Software
IPS0012, per specifications
12 ea
Unit Price \$426.300
Extended Price 5,115.60

Line 14 Law Enforcement Software
IPS0012, per specifications
12 ea
Unit Price \$426.300
Extended Price 5,115.60

Line 15 Law Enforcement Software
IPS0012TST, per specifications
12 ea
Unit Price \$0.000
Extended Price

Line 16 Law Enforcement Software
IPS0015, per specifications
12 ea

	Unit Price	\$531.300	
	Extended Price		6,375.60
<hr/>			
Line 17	Law Enforcement Software		
	IPS0015ST, per specifications		
	12 ea		
	Unit Price	\$0.000	
	Extended Price		-
<hr/>			
Line 18	Law Enforcement Software		
	IPS0030, per specifications		
	12 ea		
	Unit Price	\$0.000	
	Extended Price		0.00
<hr/>			
Line 19	Law Enforcement Software		
	IPS0030TST, per specifications		
	12 ea		
	Unit Price	\$0.000	
	Extended Price		-
<hr/>			
Line 20	Law Enforcement Software		
	IPS0035, per specifications		
	12 ea		
	Unit Price	\$531.300	
	Extended Price		6,375.60
<hr/>			
Line 21	Law Enforcement Software		
	IPS0038, per specifications		
	12 ea		
	Unit Price	\$1,890.000	
	Extended Price		22,680.00
<hr/>			

Line 22 Law Enforcement Software			
IPS0042, per specifications			
12	ea		
	Unit Price	\$428.400	
	Extended Price		5,140.80
<hr/>			
Line 23 Law Enforcement Software			
IPS0048, per specifications			
12	ea		
	Unit Price	\$214.200	
	Extended Price		2,570.40
<hr/>			
Line 24 Law Enforcement Software			
IPS0048TST, per specifications			
12	ea		
	Unit Price	\$0.000	
	Extended Price		
<hr/>			
Line 25 Law Enforcement Software			
IPS0052, per specifications			
12	ea		
	Unit Price	\$214.200	
	Extended Price		2,570.40
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Line 26 Law Enforcement Software			
IPS0052TST, per specifications			
12	ea		
	Unit Price	\$0.000	
	Extended Price		
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Line 27 Law Enforcement Software			
IPS1163, per specifications			
12	ea		
	Unit Price	\$86.100	

Extended Price	1,033.20
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Line 28 Law Enforcement Software

IPS0001TST, per specifications

12 ea

Unit Price \$0.000

Extended Price

Bid Total	171,133.20
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Award by Vendor 171,133.20

Amarillo City Council Agenda Transmittal Memo



J

Meeting Date	October 30, 2018	Council Priority	Best Management Practices Infrastructure
Department	Utilities		
Contact	Jonathan Gresham, Interim Director of Utilities		

Agenda Caption

Award of Bid #6203 for replacement pumps for Wastewater Lift Station #30 located at 6907 S. Western for \$51,500.00

Agenda Item Summary

This is the replacement of the current pumps which are the original pumps from 1964 and are beyond their useful life. This lift station pumps an average of 500,000 gallons a day in the Southwest area. The area served is from SW 45th to Famers on both sides of Western

Requested Action

Consider approval to purchase pumps from DXP Enterprises in the amount of \$51,500.00 for two pumps. The low bidder Jersey Equipment did not bid a direct replacement pump; a direct replacement with the same dimension is required due to the existing piping.

Funding Summary

Funding will be from the JDE account #523325. Account has a balance of \$51,500.00

Community Engagement Summary

N/A.

Staff Recommendation

City Staff is recommending award of purchase

Bid No. 6203 REPLACEMENT PUMPS AND MOTOR FOR LIFT STATION 30
 Opened 4:00 p.m. October 4, 2018

To be awarded as one lot	JERSEY EQUIPMENT CO	DXP ENTERPRISES	ODESSA PUMPS
Line 1 Sewer Lift Stations and Parts, per specifications			
2 ea			
Unit Price	\$20,960.000	\$25,750.000	\$30,050.000
Extended Price	41,920.00	51,500.00	60,100.00
Bid Total	41,920.00	51,500.00	60,100.00
	DID NOT MEET SPECS		
Award by Vendor	41,920.00	51,500.00	60,100.00

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 30, 2018	Council Priority	Fiscal Responsibility
Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services

Agenda Caption

Resolution No.

This resolution approves an Interlocal Agreement with the National Cooperative Purchasing Alliance (NCPA). NCPA is a national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

Agenda Item Summary

This resolution and accompanying interlocal agreement with NCPA will allow the City the option to participate in products or services that are solicited by NCPA. Their process is as follows:

- The Lead Agency issues a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days.
- The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The Lead Agency evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.

Who can use NCPA's Contracts? There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's cooperative purchasing contracts. These include, but are not limited to the following agency types:

School Districts (including K-12, Charter schools, and Private K-12); Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools); **Cities, Counties, and any Local Government**; State Agencies; Healthcare Organizations; Church/Religious; Nonprofit Corporations; Federal

In particular, the City has identified a parking software and license plate recognition system vendor that went through the NCPA's procedure. If Council approves this resolution and interlocal agreement, city staff will follow-up soon with a contract for this particular service related to the Downtown Parking Management plan.

Requested Action	Approval of Resolution
Funding Summary	N/A
Community Engagement Summary	N/A
Staff Recommendation	Staff recommends approval as presented

RESOLUTION NO. 10-30-18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS (“CITY”) AUTHORIZING THE PARTICIPATION IN THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA), A GOVERNMENTAL COOPERATIVE PROGRAM, FOR COOPERATIVE PURCHASING SERVICES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND EFFECTIVE DATE.

WHEREAS, the Texas Government Code, Chapter 791, authorizes local governments of the State to enter into contracts for governmental functions and services to increase their efficiency and effectiveness;

WHEREAS, the City of Amarillo is a local government as defined in Texas Government Code at Section 791.003(4) and has the authority to enter into this Agreement by action of its governing body in the appropriate manner prescribed by law;

WHEREAS, the National Cooperative Purchasing Alliance (NCPA) is authorized to permit Cooperative Purchasing Services and extends such services to governmental entities as defined in Texas Government Code at Section 791.003;

WHEREAS, the City of Amarillo’s City Council desires to participate in the National Cooperative Purchasing Alliance (NCPA) for cooperative purchasing services on contracts regarding governmental functions and services; and

WHEREAS, the City Council further finds that it is in the best interest of the public to enter into this Cooperative Program for anticipated savings to the taxpayers.

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

Section 1. The City Council does hereby approve the City of Amarillo’s participation in the National Cooperative Purchasing Alliance (NCPA), a governmental cooperative program, which provides for cooperative purchasing services.

Section 2. The City Council further designates the City Manager as the primary contact and authorizes him to sign and deliver any and all necessary documents related to such Cooperative Program on behalf of the City of Amarillo.

Section 3. 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 4. 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.

Section 5. This Resolution shall be effective on and after its adoption.

PASSED AND APPROVED this 30th day of October, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED:

Bryan McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 30, 2018	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact Person	Kyle Schniederjan, P.E. Director of Capital Project & Development Engineering		

Agenda Caption

CONSIDER AWARD Project # 530001/Bid # 6159: FY 2017-2021 Community Investment Program: NE 24th Pump Station Switchgear Replacement

Brown Construction Services - \$2,079,000.00.

Agenda Item Summary

This item is to consider award of the construction contract for the NE 24th Pump Station Switchgear Replacement project by Brown Construction Services.

Requested Action

Consider approval and award to Brown Construction Services. \$2,079,000.00

Funding Summary

Funding for this project is available in the Project Budget Number 530001.17400.2040. This project was approved in the FY 2017-2021 Community Investment Program Budget.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 6159 2017/2018 Community Investment Program: NE 24th Pump Station Switchgear Replacement : NE 24th Ave & Lake St
Opened 4:00 p.m., September 6, 2018

To be awarded as one lot

Brown Construction Services


Line 1 Base Bid: Replacement of NE 24th Pump Station
Switchgear, as noted and described, per specifications

1 ea

Unit Price

\$2,079,000.000

Extended Price

2,079,000.00 

Line 2 Add Alternate #1: Purchase and installation of
second generator, per specifications

1 ea

Unit Price

\$289,800.000

Extended Price

289,800.00

Line 3 Add Alternate #2: Purchase and installation of
bypass-isolation automatic transfer switch in lieu of
standard automatic transfer switch, per specifications

1 ea

Unit Price

\$31,740.000

Extended Price

31,740.00

Bid Total

2,400,540.00

Award to Vendor

2,079,000.00