

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JANUARY 8, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, 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: Greg Dowell, Central Church of Christ

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:
Beautification and Public Arts Advisory Board
Pedestrian and Bicycle Safety Advisory Committee;
 - C. Discussion on Thompson Park Swimming Pool; and
 - D. 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 meeting held on December 18, 2018.

B. **CONSIDERATION OF THE AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE CITY OF AMARILLO AND RANDALL COUNTY:**

The Amarillo-Potter-Randall Regional Radio System Management and Operations Agreement is an interlocal agreement between the City of Amarillo and Randall County that outlines the management and operation of the radio system between the two entities. This agreement benefits both entities through improved interoperability and redundancy in radio communications system serving public safety and supporting personnel.

C. **CONSIDER APPROVAL -- AMENDMENT OF WORKERS' COMPENSATION CLAIMS ADMINISTRATION CONTRACT:**

(Contact: Wes Hall, Risk Management Director)

Claims Administrative Services (CAS) -- \$56,295.00

This item is to consider amending the current workers' compensation claims administration contract to include run-in claims currently being administered by the City of Amarillo Risk Management staff. Exhibit B is an addition to the original contract between the City of Amarillo and Claims Administrative Services (CAS) executed on June 1, 2017. Run-in claims will not be subject to the original price cap of \$68,309. Risk Management has identified 81 open claims to be sent to CAS for administration at \$695 per claim. Total cost to transfer run-in claims, \$56,295 plus ad hoc costs in Exhibit B service fees.

- D. **AWARD OF CONTRACT FY 2017-2021 COMMUNITY INVESTMENT PROGRAM AGREEMENT FOR ENGINEERING SERVICES:**
 (Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)
 KSA Engineering, Inc. -- \$70,000.00
 This item is to consider approval of the contract to perform engineering services in connection with the study/design of Tertiary Filter Rehabilitation at Hollywood Road Water Reclamation Facility (WRF).
- E. **APPROVAL – CHANGE ORDER NO. 1 – FINAL CLARIFIERS #1, #2 AND #6:**
 (Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)
 Brown Construction Services, PLLC -- \$66,434.00
 Original Contract: \$2,177,400.00
 Current Change Order: \$66,434.00
 Revised Contract: \$2,243,834.00
 Current Change Order Working Days Added: 175
 This item approves change order no. 1 for additional labor and materials for adjustment to the sewer line, boring and casing required for the relocation of a manhole due to a conflict.
- F. **CONSIDER AWARD – REPLACEMENT OF AIRPORT TERMINAL PUBLIC ADDRESS SYSTEM:**
 (Contact: Michael Conner, Director of Aviation)
 S&J Sound -- \$134,000.00
 This award is for the replacement of the primary components of the Airport Terminal Building's Public Address System. The current system is over nine (9) years old and is beyond its useful life. The new system will replace the backbone equipment as well as the microphone paging stations throughout the terminal building.

3. **NON-CONSENT ITEMS:**

- A. **PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION – DISSOLUTION OF THE REDSTONE PUBLIC IMPROVEMENT DISTRICT:**
 (Contact: Kelley Shaw, Development Customer Service Coordinator)
 This item is a resolution conducting a public hearing to consider a petition requesting the dissolution of the Redstone Public Improvement District, located in the vicinity of Loop 335/Hollywood Road, and Coulter Street and within the City of Amarillo, Texas.

- B. **CONSIDER APPOINTMENTS – BOARDS AND COMMISSIONS:**
 Appointments are needed for the the following boards and commissions:

Advisory Board for People with Disabilities
 03/02/2017 Julie Curbo 03/01/2020 Resigned

Civil Service Commission
 01/01/2016 David Hurt 12/31/2018
 01/01/2016 Sally Jennings 12/31/2018
 Affirming City Manager's Reappointments

Town Square Public Improvement District
 09/01/2018 Perry Williams 12/31/2021 Resigned
 Two Additional Appointments Needed

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 551.071 – 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) Discuss the purchase, sell, lease, acquisition of real estate (groundwater rights) the public discussion of which is not in the best interest of the City’s bargaining.
- 2) 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 property located in the vicinity of West Amarillo Boulevard and North Madison Street.
 - (b) Discuss property located in the vicinity of East 34th Avenue and South Osage Street.
 - (c) City Economic Development Project #18-07 in the vicinity of Southeast Third Avenue and South Pierce Street.
 - (d) Discuss the purchase, sell, lease, acquisition of real estate (groundwater rights) the public discussion of which is not in the best interest of the City’s bargaining.
- 3) 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 #18-13 in the vicinity of South Coulter Street and Wallace Boulevard.
 - (b) City Economic Development Project #18-07 in the vicinity of Southeast Third Avenue and South Pierce Street.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 4th day of January 2019.

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 18th day of December 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 601 South Buchanan Street, 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

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

PUBLIC COMMENT

Jerri Glover, 5707 Berget Drive, stated she was frustrated on the continually motions to ignore the needs of all the people. She stated Thompson Park pool serves the north side of Amarillo. She further stated businesses look at the services provided by the Parks and Recreation department when recruiting. Mike Fisher, 4410 Van Kriston Drive, spoke on the Council's reelection announcements, and the City's announcement to close Thompson Park Swimming Pool. Lila Mitchell, 3124 Redwood Street, stated she was flustered and speaking for the children on the north side of Amarillo. She inquired how Thompson Park Swimming Pool passed inspection for so many years. She further stated the street lights on 24th Avenue and Dumas Highway were not working. Claudette Smith, 4410 Van Kriston Drive, also spoke on the closing of Thompson Park Swimming Pool. She stated the closing would increase summertime boredom, there would be no swimming lessons, and possibly cost lives. Gary Prescott, 10101 Amarillo Boulevard, requested a copy of the procedure for taking of property and compensation for property. Ann Castillo, 2309 Northwest 15 Avenue, spoke on the closing of Thompson Park Swimming Pool and the legacy of Mr. Thompson. Rusty Tomlinson, 5700 Canyon Drive, spoke on statutes in Ellwood Park. 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 18th day of December 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 601 South Buchanan Street, 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 by Steve Kersh.

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 by Consultants regarding automated/advanced metering infrastructure;
- C. Update on Thompson Park Swimming Pool;
- D. Update on Brush Sites;
- E. Update on Curbside Carts; and
- F. 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 to approve the consent items, seconded by Councilmember Sauer.

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on December 11, 2018.
- B. **AWARD – GLOBE NEWS CENTER AIR COOLED CHILLER PACKAGE LOCATED AT 401 SOUTH BUCHANAN STREET:**
(Contact: Jerry Danforth, Facilities Director)
West Techs -- \$149,580.00
This award is for the construction contract to West Techs for the purchase and installation of a new center air cooled chiller package located at 401 South Buchanan Street.
- C. **CONSIDER CHANGE ORDER NO. 4 2-INCH WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS – PHASE I:**
(Contact: Kyle Schniederjan, CP&DE Director)
Amarillo Utility Contractors -- \$2,460.00
Change Order No. 4 allows for 20 additional working days for work performed as a result of Change Order No. 3, allows for 35 additional working days for the work performed on 4th Avenue between Tyler and Polk Streets shown on Sheet 3 of the plans, and provides cost of labor to re-dig the trench for the service connection at 320 South Polk Street.

Original Contract: \$ 1,621,258.00
Current Change Order: \$ 2,460.00
Previous Change Orders: \$ 324,261.00
Revised Contract Total: \$ 1,947,979.00

D. PURCHASE – TECHNOLOGY INFRASTRUCTURE:

(Contact: Michael Conner, Director of Aviation)

Award on Texas Department of Information Resources (DIR) Cooperative Purchasing Contract to: Dell -- \$581,131.63

This item approves the purchase of network, server, and end user computer hardware and related licensing, implementation, support, and staff training to modernize the environment and increase efficiency and data security.

E. CONSIDER AWARD FOR AIRFIELD ELECTRICAL UPGRADES AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:

(Contact: Michael Conner, Director of Aviation)

Duke Electric Co., Inc. -- Total Bid Amount - \$4,105,074.73

This project involves complete rehabilitation of the airfield electrical system at Rick Husband Amarillo International Airport. A new airfield lighting vault will be constructed and all equipment within the vault will be replaced, including the Airfield Lighting Control and Monitoring System (ALCMS). In addition, all runway and taxiway lighting circuits on the airfield will be replaced in their current location. This replacement will include all associated cabling and fixtures. Airfield signage throughout the airfield will be replaced.

F. CONSIDER TASK ORDER 32 BETWEEN RS&H, INC. AND THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT FOR CONSTRUCTION ADMINISTRATION, RESIDENT PROJECT REPRESENTATION, AND MATERIALS TESTING SERVICES FOR THE AIRFIELD ELECTRICAL IMPROVEMENTS PROJECT:

(Contact: Michael W. Conner – Director of Aviation)

The total amount for Task Order 32 is \$275,748.00

This Task Order will provide Construction Administration and Resident Project Representation services for the replacement of the existing airfield electrical vault and airfield electrical systems. The anticipated Construction Schedule is 150 Calendar Days. Efforts included within Task Order 32 are based upon this timeline.

G. CONSIDER TASK ORDER 33 BETWEEN RS&H, INC. AND THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT FOR CONSTRUCTION ADMINISTRATION AND RESIDENT PROJECT REPRESENTATION SERVICES FOR THE CCTV AND ACS UPGRADES PROJECT:

(Contact: Michael W. Conner – Director of Aviation)

The total amount for Task Order 33 is \$377,357.00

This Task Order will provide Construction Administration and Resident Project Representation services for the replacement of existing video management system (VMS) and upgrades to the existing access control system (ACS). The plans include the removal and replacement of existing video surveillance cameras, software upgrades of the existing access control system, additional workstations, and a new operator console. The anticipated Construction Schedule is 350 Calendar Days. Efforts included within Task Order 33 are based upon this timeline.

H. CONSIDER AWARD FOR RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT CCTV & ACCESS CONTROL SYSTEM UPGRADES FOR THE CITY OF AMARILLO:

(Contact: Michael Conner, Director of Aviation)

Awarded to Converjint Technologies, LLC

Total Base Bid Amount: \$1,191,807.00

Total Bid Additive Alternate 1: -\$14,063.00

Total Bid Amount: \$1,177,744.00

This project involves replacement and improvement of the existing CCTV and Access Control System (ACS) at Rick Husband Amarillo International Airport. The scope includes replacement of the existing video management

system, replacement of the existing cabling infrastructure and camera, additional camera installations, and upgrading the access control system software.

I. **CONSIDER AWARD OF CONCRETE JOINT SEAL REPLACEMENT FOR RUNWAY 13-31 AND ASSOCIATED TAXIWAYS:**

(Contact: Michael Conner, Director of Aviation)

Awarded to Scodeller Construction -- \$916,160.00

This item is the award of the bid for concrete joint seal replacement for Runway 13-31 and associated taxiways. It specifically involves the replacement of the existing concrete pavement joints on Runway 13-31 and the associated taxiways: Parallel Taxiway K, Taxiway F, Taxiway L, Taxiway M, Taxiway N, and Taxiway Q. There is approximately 228,800 linear feet of joint replacement included in this project.

J. **CONSIDER TASK ORDER 31 BETWEEN RS&H, INC. AND THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT FOR CONSTRUCTION ADMINISTRATION, RESIDENT PROJECT REPRESENTATION, AND MATERIALS TESTING SERVICES FOR THE CONCRETE JOINT SEAL REPLACEMENT - RUNWAY 13-31 AND ASSOCIATED TAXIWAYS PROJECT:**

(Contact: Michael W. Conner - Director of Aviation)

The total amount for Task Order 31 is \$103,825.00

This Task Order will provide Construction Administration and Resident Project Representation services for the removal and replacement of existing concrete joint sealant. The area of work includes Runway 13-31 and the associated taxiways: Parallel Taxiway K, Taxiway F, Taxiway L, Taxiway M, Taxiway N, and Taxiway Q. The anticipated Construction Schedule is 80 Calendar Days. Efforts included within Task Order 31 are based upon this timeline.

K. **CONSIDER APPROVAL OF A CONTRACT WITH JAN MUNCH-SOEGAARD FOR OPERATION OF THE AMARILLO NATIONAL TENNIS CENTER:**

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

Total amount of agreement -- \$26,055 with Jan Munch-Soegaard

This item is a 9-month contract with Jan Munch-Soegaard for the operation of the Amarillo National Tennis Center (effective from January 1, 2019 to September 30, 2019).

L. **CONSIDER PURCHASE OF MID-SIZED BRUSHWOOD GRINDER:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Award to Ecoverse Industries, Ltd. -- \$442,564.00

Delivering Dealer, McCourt & Sons Equipment, Inc.

Purchase will be thru HGAC Contract SM10-18A

This purchase will be an addition to the fleet for Solid Waste Collection Division. This equipment will be used at the newly established brush sites for daily operational requirements.

M. **CONSIDER APPROVAL OF PAPER GOODS ANNUAL SUPPLY AGREEMENT:**

(Contact: Trent Davis, Purchasing Agent)

This item is for the annual supply agreement to purchase paper goods for use by city departments.

Award to:

Wagner Supply Company:	\$184.00
Miller Paper Company:	\$1,381.60
Empire Paper Company:	\$87,117.56
MSC Industrial Supply, Co.:	\$33,600.00
Total Amount Awarded:	\$122,283.16

N. CONSIDER APPROVAL OF CHANGE ORDER NO. 2 – 2017/2018 MILLING AND OVERLAY OF VARIOUS STREETS:

(Contact: Kyle Schniederjan, P.E.)

J. Lee Milligan

Original Contract Amount	\$1,104,726.85
Previous Change Orders	\$ (6.10)
This Change Order No. 2	\$ <u>(86,959.25)</u>
Revised Contract Total	\$1,017,761.50

This item is to consider approval of Change Order No. 2 to J. Lee Milligan, Inc. to adjust the contract quantities to match what was actually installed as part of the project.

O. CONSIDER APPROVAL OF A PROFESSIONAL SERVICES CONTRACT TO BRANDT ENGINEER GROUP, LTD. FOR IMPLEMENTATION OF THE BUS STOP AMENITIES PROJECT:

(Contact: Marita Wellage-Reiley, Transit Director)

Professional Services Contract Awarded to Brandt Engineer Group, LTD in the amount of \$247,100.00

This item is the consideration of a professional services contract with Brandt Engineer Group, LTD to complete the Amarillo City Transit (ACT) bus stop amenities project. The contractor will design and engineer bus stops to meet the American with Disabilities Act (ADA) Accessible Design Guidelines where shelters and benches will be located. The contractor will prepare bid documents, provide quality control, and coordinate the purchase and installation of bus stop amenities.

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 a resolution extending the Environmental Task Force Committee which was established by Resolution No. 06-20-17-2. It was charged with researching and evaluating recycling options for the community and to identify, research, and propose initiatives regarding other environmental concerns. The Environmental Task Force is scheduled to expire upon the completion of its assigned tasks or two years after the effective date of this Resolution, whichever is sooner. Motion was made by Councilmember Smith, seconded by Councilmember Hays, that this resolution be approved as presented.

RESOLUTION NO. 12-18-18-1

A RESOLUTION OF THE AMARILLO CITY COUNCIL RE-AUTHORIZING AND APPOINTING AN ENVIRONMENTAL TASK FORCE; DEFINING ITS PURPOSE, ESTABLISHING GUIDELINES FOR APPOINTMENTS TO THE TASK FORCE; PROVIDING FOR THE TASK FORCE'S DUTIES AND RESPONSIBILITIES; PROVIDING A SUNSET DATE; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE 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 a resolution supporting an application for Affordable Housing Tax Credits to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by Grand Street Lofts Housing Partners, LP, a private entity, Grand Street Lofts, a development for affordable rental property located near the southeast corner of Grand Street and Southeast 34 Avenue. This item was presented by Andrew Freeman, Planning Development Services. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that this item be approved as presented.

RESOLUTION NO. 12-18-18-2

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL SUPPORTING A HOUSING TAX CREDIT APPLICATION FOR GRAND STREET LOFTS; COMMITMENT OF DEVELOPMENT INCENTIVE; AUTHORIZING STAFF; 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 3C: Mayor Nelson presented an item for Community Development requesting approval of a HOME program rental rehabilitation project grant for construction of multi-family affordable housing rental units at 1430 Northwest 17 Avenue. This project will build six four-bedroom, two-bathroom duplexes providing affordable housing for approximate 48 persons. This item was presented by Juliana Kitten, Community Development Director. Motion was made by Councilmember Sauer, 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 3D: Mayor Nelson presented an item approving a change order which will not affect the GMP for the construction of \$39,995,000.00 or the Maximum Funding Approved \$45,540,000.00 for the project with the City and Western/Hunt as this added scope is for enhancements that the Elmore Sports Group wishes to provide and guarantee funding at \$2,270,849.00. This change order is only to allow for the Elmore Sports Group to add the additional times to the construction contract and to be performed by Western/Hunt so that all items are available on opening day. This item was presented by Jerry Danforth, Facilities Director. 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 approves the purchase of the public spaces inside of the MPEV to be purchased from Navajo Office Products in the amount of \$407,051.81 on Cooperative Purchase Contracts. This item was presented by Jerry Danforth, Facilities Director. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, 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 2:57 p.m. that the City Council would convene in Executive Session per Texas Government Code: (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) City Economic Development Project #18-13 in the vicinity of South Coulter Street and Wallace Boulevard.

Mr. McWilliams announced that the Executive Session was adjourned at 3:28 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	January 8, 2019	Council Priority	Public Safety
Department	Radio Communications		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

CONSIDERATION OF THE AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE CITY OF AMARILLO AND RANDALL COUNTY

Agenda Item Summary

The Amarillo-Potter-Randall Regional Radio System Management and Operations Agreement is an interlocal agreement between the City of Amarillo and Randall County that outlines the management and operation of the radio system between the two entities. This agreement benefits both entities through improved interoperability and redundancy in radio communications system serving public safety and supporting personnel.

Requested Action

Consider approval of the Amarillo-Potter-Randall Regional Radio System Management and Operations Agreement between the City of Amarillo and Randall County. The Randall County Commissioners Court approved the agreement on December 21, 2018. The proposed agreement has been reviewed by both the City of Amarillo and Randall County legal staff.

Funding Summary

The agreement does not establish any new expense for the City of Amarillo.

Community Engagement Summary

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

Staff Recommendation

Staff recommends the approval of the Amarillo-Potter-Randall Regional Radio System Management and Operations Agreement between the City of Amarillo and Randall County, authorizing the City Manager to execute all documents necessary to complete the Agreement.



AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM MANAGEMENT AND OPERATIONS AGREEMENT (MOA)

The purpose of this document is to establish and enforce security and use policies for the **AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM (APRRRS)** and among associated agencies. This document places access and use under the authority of the **CITY OF AMARILLO (AMARILLO)** and **RANDALL COUNTY (RANDALL)**. **APRRRS** may also be referred as the **SYSTEM**.

This document is an agreement between **AMARILLO** and **RANDALL**. The **AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT (OEM)** shall serve as representative and administrator for all **AMARILLO** agencies and constituents inside of the City of Amarillo. The **RANDALL COUNTY SHERIFF'S OFFICE (RCSO)** serves as the representative and administrator for all **RANDALL** agencies and constituents within the boundary of Randall County.

POTTER COUNTY (POTTER) is represented through a Communications System Agreement – Master Site User between **AMARILLO** and **POTTER**. The **POTTER COUNTY SHERIFF'S OFFICE (PCSO)** serves as the representative and administrator for all **POTTER** agencies and constituents inside of Potter County.

Any agency, contractor or subscriber providing services in support of the **AMARILLO** or **RANDALL** or their subscribers in the execution of their duties shall be expected to adhere to these policies.

This **MANAGEMENT AND OPERATIONS AGREEMENT** (the "**Agreement**") is made and entered into by and between the **City of Amarillo ("City" or "AMARILLO")**, acting herein by and through its duly authorized City Manager, and **Randall County ("RANDALL")**, acting herein by and through its duly elected County Judge, referred to herein as "**Party**" or "**Parties**." The term **AMARILLO** or **CITY** shall include all employees, directors, officials, agents, and authorized representatives. The term **RANDALL** shall include all employees, directors, officials, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791, or its successor; and

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

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

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

WHEREAS, **AMARILLO** and **RANDALL** each own one half of the “core” infrastructure as described by the system manufacturer and developer, Motorola Solutions, Inc. (**MOTOROLA**), and each equally share in the operation, maintenance and administration of the regional trunked voice radio system for the purpose of providing public safety voice radio communications and both are the equal licensees of the trunked voice radio systems with all privileges and responsibilities thereof, including system keys and administration, to create geographically separated Dynamic Site Resilient (DSR) system; and

WHEREAS, each governing body has determined that a unified and integrated radio communications system would improve the ability of public safety and public service agencies to communicate and cooperate with each other,

NOW THEREFORE, **AMARILLO** and **RANDALL** agree as follows:

1. SYSTEM DEFINITION

AMARILLO and **RANDALL** each hereby understand that the system is made up of a complex network of servers, computer workstations, high-speed LAN/WAN devices, databases, and software applications creating two identical Master Sites, or cores, individually acquired, geographically separated, and redundantly connected. Together these two cores create a Dynamic System Resilience (DSR) for high availability and function as a Single Zone Core (CORE) that is equally owned and operated by both Parties. At the time of this Agreement, Motorola refers to this architecture as an M1 DSR Core. Both **AMARILLO** and **RANDALL** intend to offer the system as a regional resource to subscriber agencies outside of Potter and Randall Counties.

The CORE system, at the time of this agreement, supports 24 sites as defined by Motorola Solutions, Inc. Capacities may be increased by future software releases. Neither Party should consume or commit more than fifty percent (50%) of the Sites available without the approval of the other OWNER or purchasing additional licensing and resources necessary to realize the increased capacity.

The **RANDALL** Master Site shall be located at the Randall County Sheriff's Office, 9100 S. Georgia St., Amarillo, Texas, and the **AMARILLO** Master Site shall be located at the Simms Municipal Building at 808 S. Buchanan St., Amarillo, Texas.

Each Party will set priorities for their respective subscribers and talk groups through fleet mapping to make use of their primary sites before roaming onto the other Party's sites.

The two master sites shall be connected using two commercial microwave backhaul technologies. One is currently operated by **RANDALL** today at the Santa Fe Building located in Downtown Amarillo where a network interconnect has been established between **AMARILLO**, **RANDALL** and **POTTER**.

The second shall be constructed between the Hunsley Tower geo-redundant prime site for **RANDALL** and the **AMARILLO** tower site at John Stiff Park. The cost of maintenance of this link shall be split equally between **RANDALL** and **AMARILLO** with both Parties having management and visibility into the link. Administration policies should follow those mentioned herein. Should this agreement be terminated, each party shall maintain ownership of the equipment at their respect site and any licensing associated with operating that hardware, with exception of the FCC licenses.

Both **AMARILLO** and **RANDALL** will have various radio frequency (RF) sites associated with the CORE. Each plans to initially implement a simulcast site with multiple sub sites and Astro 25 Site Repeater (ASR) sites associated with their service areas.

One license of ISSI8000 for the entire **SYSTEM** will be installed across the DSR and be utilized for outside agencies wishing to connect sites to the system, but may not be able to maintain the same SUA schedule mentioned herein or are using a manufacturer other than Motorola Solutions. It may be used to connect the APRRRS the State of Texas System of System in the future. **AMARILLO** and **RANDALL** shall each share half of the cost of related maintenance costs. Should this agreement be terminated all licensing shall be transferred to the **RANDALL** master site.

Each console site defined in the system consumes another site toward the overall 24-site count.

2. AUTHORIZED REPRESENTATIVES

Each **PARTY** will have authorized representatives engaged in the daily administration or authorization for administration of the system. If authorized representatives are changed, added or reassigned, notification shall be made in writing via email, and shall be copied to all other authorized representatives.

The following are authorized representatives for **AMARILLO**:

Amarillo Area Director of Emergency Management

City of Amarillo Radio Communications Coordinator

The following are authorized representatives for **POTTER**:

Potter County Sheriff

PCSO Training & Personnel Sergeant

The following are authorized representatives for **RANDALL**:

Randall County Sheriff

RCSO Director of Technical Services

3. SYSTEM ADMINISTRATION

Given that the system is a DSR configuration, despite the geographical separation of the Master Sites, the system operates as a unified system or zone. As such, a single Master System Key is required to complete programming, provisioning, maintenance and other systemwide administrative tasks. The system provided by Motorola Solutions includes an audit logging and reporting system.

In an effort to limit the potential negative effects of changes at the system level, all **PARTIES** agree to limit the number of users with access at the system level to not more than three users for each **PARTY**. In addition, Security Groups in Active Directory, Provisioning Manager and other such applications will be used by the **PARTIES** to properly implement system security.

Each **PARTY** will have a second user account for each system level user for daily, regular operations. This second account should be used to effectively create administrative partitions to the system so users may manage their constituent agencies or subscribers without logging in with system level permissions on a regular basis. This will limit the potential for unintended system wide misconfiguration.

Neither **PARTY** shall make programming changes to the system or subscribers outside of their constituent agencies without written permission from an authorized representative herein of the other **PARTY**.

4. ROAMING

Both **PARTIES** agree to allow public safety subscribers (i.e. law enforcement, fire, EMS) within Potter and Randall counties to roam between the two **PARTIES**' sites. Public Safety roaming will be managed in the fleet map process that identifies talk-groups, specific subscriber devices, and priorities that will be allowed to roam while not creating interference of loading issues at the sites.

Both **PARTIES** agree to limit non-public safety subscribers (i.e. road and bridge, public works, parks and recreation, school districts) from roaming outside of their primary site. Any exception should be managed in the fleet map process that should allow talk-groups, specific subscriber devices, and priorities to access for emergency or public safety operations.

5. RANDALL CONSTITUENT AGENCIES

RANDALL has partnered with other public safety agencies to provide resources that inure to the benefit of the system design and resilience. Other agencies are constituent agencies in the county proper and/or whose radio systems are already maintained by **RANDALL**, and will be allowed to subscribe to the system without a subscriber fee from either Party to this agreement.

RANDALL shall maintain Interlocal Agreements with each of the respective agencies and ensure that their inclusion in the **APRRRS** does not negatively impact the operation or reliability of the system. **RANDALL** shall be responsible for verifying that all subscriber devices for those agencies are properly licensed to operate within the system.

Any subscriber entity or agency **RANDALL** brings into the system, outside of governmental public safety agencies described herein, should be provisioned through fleet mapping and programming to only use the **RANDALL** Simulcast and ASR Sites, unless otherwise agreed to in writing by both **PARTIES**, communicated via email and copied to the Authorized Representatives herein.

The list of **RANDALL** agencies covered by this agreement are identified in **ADDENDUM A**, attached hereto. This **ADDENDUM** may be updated at any time in writing by **RANDALL** and emailed to all of the Authorized Representatives of herein.

6. AMARILLO CONSTITUENT AGENCIES

AMARILLO has partnered with **POTTER** and other public safety agencies to provide resources that inure to the benefit of the system design and resilience. Other agencies are constituent agencies in **AMARILLO** and/or whose radio systems are already maintained by **AMARILLO**, as such will be allowed to subscribe to the system without a subscriber fee from either **PARTY** to this agreement.

AMARILLO has offered hosting services to some agencies or entities that pay a subscriber fee to **AMARILLO**. These fees are negotiated between **AMARILLO** and each entity and are not subject to approval by **RANDALL**.

AMARILLO shall maintain an Interlocal Agreement or Communications System Agreement with each of their subscriber entities and verify their inclusion does not negatively impact the operation or reliability of the **APRRRS**. **AMARILLO** shall be responsible for verifying that all subscriber devices for those entities are properly licensed to work with the system.

Any subscriber entity or agency **AMARILLO** brings into the system, outside of governmental public safety agencies described herein, should be provisioned through fleet mapping and programming to only use the **AMARILLO** Simulcast Sites, unless otherwise agreed to in writing by both **PARTIES**, communicated via email and copied to the Authorized Representatives herein.

The list of **AMARILLO** agencies covered by this agreement are identified in ADDENDUM B, attached hereto, and may be updated at any time in writing by **AMARILLO** and signed by one of the Authorized Representatives of this agreement and emailed to all of the Authorized Representatives herein.

7. INTEROPERABILITY COMMITTEE

Both **PARTIES** agree to participate in an Amarillo/Potter/Randall Interoperable Communications Committee tasked to establish operational policies and procedures related to the use of the **APRRRS**. The Amarillo/Potter/Randall Interoperable Communications Committee shall meet semiannually or when deemed necessary by the committee representatives.

The Amarillo/Potter/Randall Interoperable Communications Committee shall include one representative from each of the following entities:

- Emergency Management: Amarillo Area Office of Emergency Management
- Emergency Medical Services: Amarillo Medical Services, BSA Ambulance Service, and Lifestar
- Fire Services: Amarillo Fire Department, Canyon Fire Department, Potter County Fire Rescue, Randall County Fire Department, Texas Forest Service
- Law Enforcement: Amarillo Police Department, Canyon Police Department, Potter County Sheriff's Office, Randall County Sheriff's Office, one representative from a local College/University Police Department, and Texas Department of Public Safety
- Non-Public Safety Representatives: One representative from the City of Amarillo, Potter County, and Randall County non-public safety users

The Committee's recommendations shall not be binding on any agency hereto, but serve as recommendations. Both **PARTIES** agree to maintain coordinated Interoperable Communications Plans and include the plan's interoperable talk groups in the programming of their subscriber radios and consoles.

8. UPDATES

Both **PARTIES** agree and understand that system updates must be completed simultaneously to the core infrastructure to maintain system compatibility. Each **PARTY** agrees to maintain a System Upgrade Agreement II (SUA II) with Motorola Solutions and coordinate upgrade schedules every two years. Dates within that two-year period shall be mutually agreed upon in writing, communicated via email to all Authorized Representatives herein.

9. TERM

This Agreement shall begin on the last day executed by all authorized **PARTIES** and shall continue in full force and effect unless terminated in accordance with the provisions set forth

herein. Either Party may terminate this Agreement by providing written notice to the other Party of its intent to terminate not less than 90 days before the intended date of termination.

10. COMPENSATION

Neither **PARTY** shall pay a fee to the other, given the significant investment both have made in the **SYSTEM** and the resiliency it provides to both entities and their subscribers. Further, neither **PARTY** should seek to receive compensation for subscribers whose primary operating location is outside the **PARTY'S** jurisdiction (i.e. **AMARILLO** would not seek to collect fees from the Canyon Police Department for core access, and **RANDALL** would not seek fees from Amarillo College for core access).

Any agency, subscriber or master site user outside of Potter or Randall counties proper, brought into the system by either **PARTY** shall be subject to a mutually agreed upon fee structure. Any compensation or fee generated from those agencies, subscribers or users shall be equally split between the **RANDALL** and **AMARILLO** given the investment in the system infrastructure by both **PARTIES** and its ability to provide reliability and resilience to any user of the **SYSTEM**.

11. LIABILITY

Nothing in the performance of this Agreement shall impose liability on a Party for claims by a third party.

12. NON-APPROPRIATION OF FUNDS

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

13. RIGHT TO AUDIT

Both Parties agree that each Party shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications involving transactions relating to this Agreement at no additional cost to either Party. Both Parties agree that either Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.

14. NO ASSIGNMENT

This Agreement is not assignable.

15. NO WAIVER

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

16. AMENDMENTS

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

17. SEVERABILITY

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

18. CONFIDENTIAL INFORMATION

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

19. FORCE MAJEURE

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

20. GOVERNING LAW / VENUE

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

21. SIGNATURE AUTHORITY

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

22. ENTIRETY OF AGREEMENT

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

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

CITY OF AMARILLO:

By: _____
Jared Miller
City Manager

Date: _____

ATTEST:

By: _____
Frances Hibbs
City Secretary

RANDALL COUNTY:

By: Ernie Houdashell
Ernie Houdashell
County Judge

Date: December 21, 2018

ATTEST:

By: Renee Calhoun
Renee Calhoun
County Clerk





AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM MANAGEMENT AND OPERATIONS AGREEMENT (MOA)

ADDENDUM A RANDALL COUNTY CONSTITUENT AGENCIES

Pursuant to the Management and Operations Agreement, the follow agencies are considered constituent agencies to the APRRRS within Randall County Proper.

Texas Department of Public Safety
Texas Department of Transportation
City of Canyon
West Texas A&M University
Texas Parks & Wildlife
Palisades Village
Lake Tanglewood
Timbercreek Canyon
Happy Fire Department
Youth Center of the High Plains



AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM MANAGEMENT AND OPERATIONS AGREEMENT (MOA)

ADDENDUM B CITY OF AMARILLO CONSTITUENT AGENCIES

Pursuant to the Management and Operations Agreement, the follow agencies are considered constituent agencies to the APRRRS within the City Limits of Amarillo Proper and Potter County.

Potter County
Amarillo Independent School District
Amarillo College
Northwest Texas Hospital
Baptist St. Anthony's Hospital
Amarillo Medical Service
Texas Tech Health Sciences Center
Veterans' Affairs

Amarillo City Council

Agenda Transmittal Memo



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Meeting Date	01/08/2019	Council Priority	Fiscal Responsibility
Department	Human Resources/Risk Management		
Contact	Wesley Hall Risk Management Director		

Agenda Caption

CONSIDER AMENDMENT OF WORKERS' COMPENSATION CLAIMS ADMINISTRATION CONTRACT TO INCLUDE CLAIMS ADMINISTRATIVE SERVICES (CAS) EXHIBIT B RUN-IN CLAIMS AND SERVICE FEES.

Agenda Item Summary

This item is to consider amending the current Workers' Compensation claims administration contract to include run-in claims currently being administered by the City of Amarillo Risk Management Staff. Exhibit B is an addition to the original contract between the City of Amarillo and Claims Administrative Services (CAS) executed June 1, 2017. Run-in claims will not be subject to the original price cap of \$68,309. Risk Management has identified 81 open claims to be sent to CAS for administration at \$695 per claim. Total cost to transfer run-in claims, \$56,295 plus ad hoc costs listed in Exhibit B service fees.

Requested Action

Consider amending the contract with CAS to include Exhibit B, run-in claims and fee schedule.

Funding Summary

Funding for this project will be the Workers' Comp fund 63125.71290 and 63125.69300.

Staff Recommendation

City Staff is recommending approval and amendment of the CAS contract to include run-in claims and serve fees as detailed in Exhibit B.

Exhibit B

This Exhibit is a part of the Agreement between Claims Administrative Services, Inc., hereinafter referred to as "CAS" and The City of Amarillo hereinafter referred to as "Client," and is in effect from September 15, 2018, until terminated under the terms of this Agreement.

Service Fees

In consideration for all services provided under this Agreement, the Client agrees to pay CAS:

<u>SERVICE</u>	<u>FEE</u>
Run-In Claims	\$695 per claim For each 24 month Period

Run-In Charges are not subject to the annual not to exceed amount.

The following Services are not included in the Service Fees detailed above:

All Generally Acceptable Allocated Loss Expenses, including but not limited to:

- Per Bill Fee \$ 6.25 per bill
- Field Case Management \$ 88 per hour + mileage + expenses
- Telephonic Case Management \$ 88 per hour
- Rehabilitation/Vocational \$ 88 per hour + mileage + expenses
- Case Management
- Pre-Authorization/Utilization Review \$ 150 flat fee per request
- Ancillary Services 9% of savings
- Pharmacy Network 9% of savings
- Medical Necessity Review \$ 125 coordination fee + cost
- Subrogation Majority of cases are handled in-house by the CAS adjustor at no additional cost. For more complex cases, an outside vendor or attorney may be hired at a percentage of recovery, which is allocated to the file at cost.
- Specialty Bill Review 25% of savings negotiated beyond fee schedule
- Medicare Reporting Query is at no charge; \$10 per submission

FOR CAS:

Claims Administrative Services, Inc.
501 Shelley Drive
P.O. Box 7500
Tyler, Texas 75711

FOR CLIENT:

The City of Amarillo
509 S.E. Seventh Ave
Amarillo, Texas 79101

The parties hereto have caused this Agreement to become effective by the application of the signatures of their respective representatives set forth below:

FOR CAS:

FOR CLIENT:

Dan Campbell
Print Name

Print Name

Signature

Signature

Executive VP, Client Services
Title

Title

Date

Date

Witness

Witness

20



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 8, 2019	Council Priority	Infrastructure Initiative
Department	C P & D Engineering		
Contact Person	Kyle Schniederjan, Director of Capital Projects & Development Engineering		

Agenda Caption

Award of Contract Job 530018 BID # RFQ-14-17 FY 2017-2021 Community Investment Program Agreement for Engineering Services in the amount of \$70,000.00 for KSA Engineering, Inc. to perform engineering services in connection with the study/design of Tertiary Filter Rehabilitation at Hollywood Road WRF.

Agenda Item Summary

Award of Contract – Agreement for Engineering Services is for professional engineering services to include all meetings, coordination, and all items necessary to perform engineering services in connection with the study/design of Tertiary Filter Rehabilitation at Hollywood Road WRF. per the City of Amarillo requirements.

Requested Action

Consider and approval of Agreement for Engineering Services

Funding Summary


Funding for this project is provided by the FY 2017-2021 Community Investment Program with bond funding, which is available in the Project Budget Account 530018.17400.2080

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.


OK
12/10/2018

AGREEMENT FOR ENGINEERING SERVICES

Project # 530018

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

OWNER hereby engages ENGINEER to perform engineering services in connection with the study/design of Tertiary Filter Rehabilitation at Hollywood Road WRF Amarillo, Texas. (“Project”)

The Scope of Work is more particularly set forth in the letter dated November 29, 2018 from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER’s letter dated November 29, 2018 and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not to exceed fee of \$70,000.00 inclusive of expenses and based on the hourly rates set forth in ENGINEER’s letter date November 29, 2018 attached hereto.

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

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

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

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

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

City of Amarillo
(OWNER)

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

KSA ENGINEERS, INC.

By: *Mitchell L. Fortner*
Mitchell L. Fortner, P.E., President

Date: 12/10/2018



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 8, 2019	Council Priority	Infrastructure Initiative
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Department	CP&DE Department	Contact Person	David Mullins
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Agenda Caption

Approval - Change Order No. One (1) – Bid # 5853 Job# 530016: Final Clarifiers #'s 1, 2, and 6:

Original Contract: \$ 2,177,400.00
 Previous Change Orders: \$ 0.00
 Current Change Order: \$ 66,434.00
 For a total of change orders \$ 66,434.00
 Current Change Order Working Days Added: Working Days 175
 Total of Working Days Added: 175
 Revised Contract: \$ 2,243,834.00
 This item approves Change Order No. ONE (1) to the contract with Brown Construction Services, PLLC

Agenda Item Summary

Change Order One (1): This change order consist of additional work and working days to complete project.

Requested Action

Consider and approval of Change Order One (1)

Funding Summary

Job # 530016 has a budget of \$2,633,331.92 with available funds for this change order.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Change Order One (1)

Bid No. 5853 FY2017-2021 Community Investment Program Amarillo River Road Rehabilitation of Final Clarifiers 1,2 & 6
 Opened 4:00 p.m., October 5, 2017

To be awarded as one lot	Brown Construction Services	J S Haren Company	Amarillo Utility Contractors
Line 1 Base Bid: Furnish all necessary superintendence, labor, materials, tools, equipment , machinery and apparatus and whatever else maybe necessary to complete all the work covered within the time stated, per specifications			
1 Is			
Unit Price	\$2,164,000.000	\$2,337,000.00	\$2,756,000.000
Extended Price	2,164,000.00	2,337,000.00	2,756,000.00
Line 2 Additional Alternate Bid: Replacement of basin drain valves in Final Clarifiers 1 and 2, per specifications			
1 Is			
Unit Price	\$13,400.000	\$7,000.00	\$14,400.000
Extended Price	13,400.00	7,000.00	14,400.00
Bid Total	2,177,400.00	2,344,000.00	2,770,400.00
Award by Vendor	2,177,400.00		
Change Order 1	66,434.00		
	2,243,834.00		

2F



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 8, 2019	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER AWARD OF BID #6276 – REPLACEMENT OF AIRPORT TERMINAL PUBLIC ADDRESS SYSTEM.

Agenda Item Summary

S&J Sound -- Total Bid \$134,000.00

This award is for the replacement of the primary components of the Airport Terminal Building's Public Address System. The current system is over 9 years old and is beyond its useful life. The new system will replace the backbone equipment as well as the microphone paging stations throughout the terminal building.

Requested Action

Approve award of the bid to the low bidder, S&J Sound.

Funding Summary

The budget estimate was \$110,000. The base bid, not including the specified additional 3 years of service contracts, for this vendor was \$104,000. The base bid amount (\$104,000) will be paid from the Airport's capital budget in this fiscal year (Capital Line 540184). The remaining \$30,000 in service contracts will be paid over a three year period from the Airport's operating budget in fiscal years 2022, 2023, and 2024.

Community Engagement Summary

N/A

Staff Recommendation

Approval award of the Replacement of Airport Terminal Public Address System to the low bidder, S&J Sound.

Bid No. 6276 CITY OF AMARILLO REPLACEMENT OF AIRPORT TRMINAL PUBLIC ADDRESS SYSTEM
 Opened 4:00 p.m. December 13, 2018

To be awarded as one lot	S & J SOUND	FORD AUDIO-VIDEO SYSTEMS LLC	AMARILLO MEDIA SYSTEMS	VANGUARD SECURITY GROUP
Line 1 Paging System Replacement, per specifications				
1 ea				
Unit Price	\$104,000.000	\$128,574.570	\$106,397.000	\$126,354.000
Extended Price	104,000.00	128,574.57	106,397.00	126,354.00
Line 2 Pricing for service agreement for a 3 year period, per specifications				
3 ea				
Unit Price	\$10,000.000	\$2,619.810	\$10,590.000	\$11,160.000
Extended Price	30,000.00	7,859.43	31,770.00	33,480.00
Bid Total	134,000.00	136,434.00	138,167.00	159,834.00
Award by Vendor	134,000.00			

Amarillo City Council Agenda Transmittal Memo



3A

Meeting Date	January 8, 2019	Council Priority	Development-Quality of Life
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Department	Development Services
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Agenda Caption

A resolution conducting a public hearing to consider a petition requesting the dissolution of the Redstone Public Improvement District, located in the vicinity of Loop 335/Hollywood Road, and Coulter Street and within the City of Amarillo, Texas.

Agenda Item Summary

On December 13, 2011, by Resolution No. 12-13-11-1, the City of Amarillo City Council authorized the creation of the Redstone Public Improvement District (PID). Development within the PID never fully occurred as intended and other than a multi-family complex, the entire section has been subsequently sold. The Redstone PID was based on a master planned community and associated PID budget estimates, assessment method, etc. were based on the master plan. The new property owner has no plans to follow through with the original master plan. Therefore, the existing PID is being requested to be dissolved. All required notices of the public hearing have been mailed and published as required by law.

Requested Action

As required by the Texas Local Government Code, Chapter 372, attached is a petition, submitted by Attebury Elevators, LLC, Happy Again, LP, and Rockrose Development, LLC, requesting the City Council dissolve the Redstone PID.

Funding Summary

All costs associated with the dissolution request are being funded by the entities requesting the dissolution of the Redstone PID.

Community Engagement Summary

As alluded to above, notices of the public hearing were published and mailed in accordance with State law.

City Manager Recommendation

Development Services and Legal staff have reviewed the petition and believe that it satisfies State requirements as specified in the Texas Local Government Code, Chapter 372. Development Services staff recommends that this resolution be approved.

RESOLUTION NO. 01-08-19-_____

A RESOLUTION FOR A PUBLIC HEARING ON A PETITION REQUESTING THE DISSOLUTION OF THE REDSTONE PUBLIC IMPROVEMENT DISTRICT IN THE VICINITY OF LOOP 335/HOLLYWOOD ROAD AND COULTER STREET WITHIN THE CITY OF AMARILLO, TEXAS; CONCERNING ADVISABILITY OF DISSOLVING SUCH DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2011, by Resolution No. 12-13-11-1, the City Commission, after a public hearing, authorized the creation of a public improvement district in the City of Amarillo, Randall County, Texas, known as the Redstone Public Improvement District (the "Redstone PID"); and

WHEREAS, the Owners, Attebury Elevators, LLC, Happy Again, LP, Rockrose Development, LLC (the "Applicant"), submitted and filed with the City a Petition for the Dissolution of a Public Improvement District within the City (the "Petition") requesting the dissolution of the public improvement district known as the Redstone Public Improvement District (the "PID"); and

WHEREAS, the Petition signed by the taxable real property owners representing more than 50% of the appraised value of real property liable for assessment and the record owner of taxable real property that constitutes more than 50% of the area of all taxable real property liable for assessment, and the Petition complies with the Act, and thus, the City Council is authorized to consider the dissolution of the PID; and

WHEREAS, the Texas Local Government Code at Chapter 372 requires a public hearing to be held on the advisability of the dissolution of a Public Improvement District after notice; and

WHEREAS, the City Council finds that notice of a public hearing has been mailed to the property owners and published in the manner required by law; and

WHEREAS, the City Council hereby finds that dissolution of this PID is advisable.

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

SECTION 1. All recitals contained in the preamble of this Resolution are found to be true and are adopted as findings of fact by this governing body as a part of its official record.

SECTION 2. The public hearing is called for consideration of the dissolution of the Redstone PID, and the Council hereby finds it advisable for the following reasons:

A. The petition requesting dissolution of the Redstone PID appears to be in due order and in compliance with requirements of state law and local regulations.

B. No public improvement district improvements have been made on the property included in the Redstone PID, and therefore, there is no need for the Redstone PID to remain in effect for the purpose of meeting obligations of indebtedness for improvements, and there are no costs to be reimbursed to any developer through the Redstone PID.

SECTION 3. The City Council finds the dissolution of the Redstone PID to be advisable, and accordingly, the Redstone PID in the City of Amarillo, Texas is hereby immediately dissolved.

SECTION 4. In the event this Resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 5. All resolutions or parts thereof that conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This Resolution is effective upon and after its passage.

PASSED AND APPROVED this _____ day of _____, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

**NOTICE OF PUBLIC HEARING
AMARILLO CITY COUNCIL**

DATE: January 8, 2019

TIME: 1:00 P.M.

PLACE: City Council Chambers, 3rd Floor, City Hall, 601 South Buchanan, Amarillo, Texas

The Amarillo City Council will consider in a public hearing on January 8, 2019, at 1:00 P. M., a petition requesting the dissolution of the Redstone Public Improvement District. The particulars regarding the petition for dissolution of the public improvement district are as follows:

The City of Amarillo received a petition to dissolve the Redstone Public Improvement District. The petition for dissolution meets the requirements of Chapter 372, Texas Local Government Code and now requires a public hearing on the advisability of the dissolution. There have been no public improvements constructed with the Redstone Public Improvement District and therefore no expenses or assessments have occurred related to the public improvement district.

The boundaries of the Public Improvement District are as follows:

All of Section 37, Block 9, BS&F Survey, Randall County, Texas, SAVE AND EXCEPT that part of this Section conveyed by Road Deeds dated January 5, 1959, and recorded in Volume 232, Pages 211-215 of the Deed Records of Randall County, Texas; Road Deed dated October 26, 1981, recorded in Volume 754, Page 569 of the Deed Records of Randall County, Texas, and Road Deed dated March 6, 1989, recorded in Volume 1194, Page 173 of the Deed Records of Randall County, Texas. Said Section 37, Block 9, BS&F Survey, Randall County, Texas, containing 643.15 net acres as shown on survey dated October 13, 2005, prepared by Hagar, Brown & Dorsey, LLC, under File No. A3840B dwg; and SAVE AND EXCEPT that part of this Section conveyed to the City of Amarillo, by special warranty deeds recorded under Clerk's File No. 2009020543, 2009021024, and 2010007813, Official Public Records, Randall County, Texas, which is bounded –
on the north by the south right-of-way line of Hollywood Rd.;
on the east by the west right-of-way line of Coulter St.;
on the south by the north right-of-way line of Sundown Ln.; and,
on the west by the east right-of-way line of Soncy Rd.

FOR INFORMATION CONTACT: Kelley Shaw
Development Services
City of Amarillo
806/378-4222

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (S.E. 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 378-3014 or the City TDD number at 378-4229.

**PETITION REQUESTING THE DISSOLUTION
OF THE REDSTONE PUBLIC IMPROVEMENT DISTRICT**

TO: The Mayor and City Council of the City of Amarillo, Texas

Recitals

- A. Defined terms are set forth in paragraph 1 below.
- B. On December 13, 2011, by Resolution No. 12-13-11-1, the City, after a public hearing, authorized the creation of a public improvement district known as the Redstone Public Improvement District in the City of Amarillo, Randall County, Texas, covering the following described real property (the "Property"):

All of Section 37, Block 9, BS&F Survey, Randall County, Texas, SAVE AND EXCEPT that part of this Section conveyed by Road Deeds dated January 5, 1959, and recorded in Volume 232, Pages 211-215 of the Deed Records of Randall County, Texas; Road Deed dated October 26, 1981, recorded in Volume 754, Page 569 of the Deed Records of Randall County, Texas, and Road Deed dated March 6, 1989, recorded in Volume 1194, Page 173 of the Deed Records of Randall County, Texas. Said Section 37, Block 9, BS&F Survey, Randall County, Texas, containing 643.15 net acres as shown on survey dated October 13, 2005, prepared by Hagar, Brown & Dorsey, LLC, under File No. A3840B dwg; and SAVE AND EXCEPT that part of this Section conveyed to the City of Amarillo, by special warranty deeds recorded under Clerk's File No. 2009020543, 2009021024, and 2010007813, Official Public Records, Randall County, Texas.

- C. Attebury Elevators, LLC, a Texas limited liability company, Happy Again L.P., a Texas limited partnership, and Rockrose Development, LLC, a Texas limited liability company, are the record owners of the entirety of the Property; and
- D. Owners desire to dissolve the Redstone Public Improvement District.

Petition

This Petition for Dissolution is submitted by Owners to the City Council of the City. This Petition for Dissolution is submitted under the authority of Chapter 372 of the Local Government Code of Texas so that the powers granted under the Code may be exercised by the City. In support of this Petition for Dissolution, Owners show the following:

1. **Definitions.** The use of any of the following defined terms in their capitalized form will have the meaning designated below. The use of any of the following defined terms in their uncapitalized form will indicated the words have their normal meaning.

“Capital Improvements” has the meaning given to such term in the Petition for Establishment, which is “improvements consisting of sidewalks, signage, entry features, landscaping, irrigation systems, parks, improvements of open spaces, enhanced drainage areas, detention ponds, fences, park benches, park lighting, architectural and landmark features, electrical services to Public Common Areas, and other enhanced improvements constructed and installed by a Developer on the Property and in the public rights-of-way adjacent to the Property. Capital Improvements do not include streets, curbs, alleys, and utility services installed for service to houses and buildings constructed upon Assessed Tracts.”

“City” means the City of Amarillo, Texas.

“City Council” means the City Council of the City of Amarillo, Texas.

“Code” means Chapter 372 of the Local Government Code of Texas.

“Developer(s)” has the meaning given to such term in the Petition for Establishment, which is “persons or entities who acquire title to a portion of the Property to plat and develop it.”

“Owners” means Attebury Elevators, LLC, a Texas limited liability company, Happy Again L.P., a Texas limited partnership, and Rockrose Development, LLC, a Texas limited liability company.

“Petition for Dissolution” means this Petition Requesting the Dissolution of the Redstone Public Improvement District.

“Petition for Establishment” means the Petition Requesting Establishment of Public Improvement District for the Redstone Development dated November 30, 2011, and submitted to the City by Panhandle Land Investments I, LP.

“Property” means the real property described in paragraph B under “Recitals” of this Petition for Dissolution.

“Redstone PID” means the Redstone Public Improvement District created by the Resolution covering the Property and with the boundaries described in the attached Exhibit “A”.

“Resolution” means Resolution No. 12-13-11-1 of the City of Amarillo, which authorized the creation of a Public Improvement District for the Redstone Development in the City of Amarillo, Randall County, Texas, covering the Property.

Capitalized terms used herein, to the extent not otherwise defined herein, have the meanings used in the Petition for Establishment.

2. Dissolution. In accordance with Section 372.011 of the Code, Owners submit this Petition for Dissolution and request that the Redstone PID be dissolved.

3. No Costs to be Reimbursed to Developer. No public improvement district improvements have been made in the Redstone PID, and therefore, there is no need for the Redstone PID to remain in effect for the purpose of meeting obligations of indebtedness for improvements. Paragraph 8 of the Petition for Establishment provided that “[t]here will be no costs incurred until the first Capital Improvements have been made.” No Capital Improvements have been made on the Property, and therefore, there are no costs to be reimbursed to Developer through the Redstone PID.

4. Petition for Dissolution is Legal. As required by Section 372.005 of the Code, this Petition for Dissolution is sufficient because it is signed by:

- (a) owners of taxable real property representing more than 50% of the appraised value of taxable real property liable for assessment under the Resolution, as determined by the current tax roll of the Potter-Randall Appraisal District; and
- (b) record owners of real property liable for assessment under the Resolution who (i) constitute more than 50% of all record owners of property that is liable for assessment under the Resolution, and (ii) own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the Resolution.

5. Requests. Owners request that the City Council do the following:

- (a) determine that this Petition for Dissolution meets the requirements of the Code;
- (b) cause this Petition to be filed with the City Secretary;
- (c) give proper notice and hold a public hearing on the advisability of dissolving the Redstone PID;
- (d) adopt a resolution dissolving the Redstone PID;
- (e) make findings by resolution that no public improvement district improvements have been made on the Property, and therefore there is no need for the Redstone PID to remain in effect for the purpose of meeting obligations of indebtedness for improvements, and there are no costs to be reimbursed to Developer through the Redstone PID;
- (f) take all other steps necessary to dissolve the Redstone PID; and
- (g) take such other action as required by the Code.

6. Legal Construction. Whenever the context requires, the singular includes the plural, the plural the singular, and the use of any gender includes all genders.

OWNERS:

ATTEBURY ELEVATORS, LLC,
a Texas limited liability company

By: *Suzanne Boyce*
Suzanne Boyce, President

HAPPY AGAIN L.P.,
a Texas limited partnership

BY: HAPPY HORIZONS, INC., a Texas corporation
General Partner

By: *Suzanne Boyce*
Suzanne Boyce, President

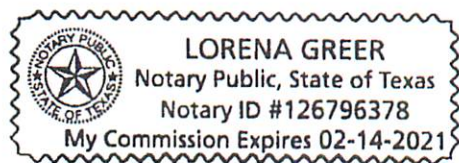
ROCKROSE DEVELOPMENT, LLC,
a Texas limited liability company

By: *Matt Griffith*
Matt Griffith, Vice-President

STATE OF TEXAS §
 §
COUNTY OF Randall §

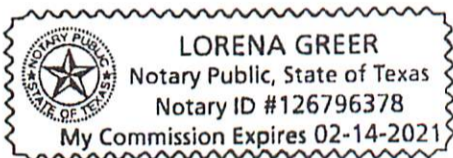
This instrument was acknowledged before me on the 18 day of October, 2018, by Suzanne Boyce, President of ATTEBURY ELEVATORS, LLC, a Texas limited liability company, on behalf of said company.


Lorena Greer
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF Randall §

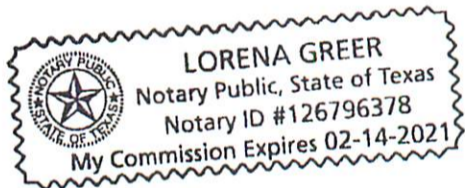
This instrument was acknowledged before me on the 18 day of October, 2018, by Suzanne Boyce, President of HAPPY HORIZONS, INC., a Texas corporation, General Partner, on behalf of HAPPY AGAIN L.P., a Texas limited partnership.




Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Randall §

This instrument was acknowledged before me on the 18 day of October, 2018, by Matt Griffith, Vice-President of ROCKROSE DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said company.





Notary Public, State of Texas

Exhibit "A"
Boundaries of PID to be Dissolved

All of Section 37, Block 9, BS&F Survey, Randall County, Texas, SAVE AND EXCEPT that part of this Section conveyed by Road Deeds dated January 5, 1959, and recorded in Volume 232, Pages 211-215 of the Deed Records of Randall County, Texas; Road Deed dated October 26, 1981, recorded in Volume 754, Page 569 of the Deed Records of Randall County, Texas, and Road Deed dated March 6, 1989, recorded in Volume 1194, Page 173 of the Deed Records of Randall County, Texas. Said Section 37, Block 9, BS&F Survey, Randall County, Texas, containing 643.15 net acres as shown on survey dated October 13, 2005, prepared by Hagar, Brown & Dorsey, LLC, under File No. A3840B dwg; and SAVE AND EXCEPT that part of this Section conveyed to the City of Amarillo, by special warranty deeds recorded under Clerk's File No. 2009020543, 2009021024, and 2010007813, Official Public Records, Randall County, Texas, which is bounded—

- on the north by the south right-of-way line of Hollywood Rd.;
- on the east by the west right-of-way line of Coulter St.;
- on the south by the north right-of-way line of Sundown Ln.; and,
- on the west by the east right-of-way line of Soncy Rd.