

AGENDA
FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, FEBRUARY 26, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.

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: Chris Conduit, Hillside Christian Church

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 (02/11)
 - Pedestrian and Bicycle Safety Advisory Committee (02/18)
 - C. Update on Panhandle Days at the Texas Legislature in Austin;
 - D. Update on Texas Travel Industry Association;
 - E. Updates on Point in Time Count and Community Development Programs;
 - F. Update on Managed Parking; and
 - G. 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 February 12, 2019.

B. **ORDINANCE NO. 7773:**

(Contact: Laura Storrs, Finance Director)

This is the second and final reading of an ordinance to amend the City of Amarillo 2017/2018 Budget.

C. **ORDINANCE NO. 7774:**

(Contact: Ed Drain, Police Chief)

This is the second and final reading of an ordinance to amend the City of Amarillo 2018/2019 Budget. This Budget Amendment removes one (1) corporal position from the Amarillo Police Department authorized positions.

D. **CONSIDER -- ANNUAL MAINTENANCE AGREEMENT FOR SERVICE AND REPAIRS OF CITY ELEVATORS AND ESCALATORS:**

(Contact: Jerry Danforth, Facilities and Special Projects Administrator)
American Elevator Co., Inc. -- \$79,140.00

This item is the annual maintenance agreement for service and repairs of City Elevators and Escalators. This will be a fixed price service contract with a defined scope for service and parts.

E. **CONSIDER APPROVAL – CHANGE ORDER NO. 5 – TERMINAL APRON ISOLATED PANEL REPAIRS:**

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

This change order is for a total addition of \$24,135.31 and includes the finalization of the installed construction quantities, item reductions, addition of abandoned fuel pipe mitigation work, reconciliation of contract days, and calculated liquidated damages. During the project, 5 abandoned fuel lines needed to be mitigated and capped. Additionally, liquidated damages are included in this change order to reconcile the additional costs incurred by the project for engineering/RPR time, resulting in 28 liquidated damages days. Final quantities and reductions were reconciled between the contractor (Silver Creek Construction) and the RPR.

Sub-Total Current Change Order:	\$140,712.00
Item Reductions:	\$(74,576.69)
Liquidated Damages:	<u>\$(42,000.00)</u>
Total This Change Order:	\$24,135.31

Original Contract:	\$3,105,601.00
Previous Change Orders:	\$222,550.33
Total This Change Order:	<u>\$24,135.31</u>
Final Contract Amount:	\$3,352,286.64

F. **CONSIDER APPROVAL – REFURBISHMENT OF THE CURRENT WASH SYSTEM:**

(Contact: Marita Wellage-Reiley, Transit Director)

Equipment and Installation Contract Awarded to NS Wash Systems in the amount of \$258,404.49

This item is the consideration for the refurbishment of the current bus wash system for the department. This purchase will replace the current system that has met its useful life. This wash system will restore the current system to meet transit asset management goals.

3. **NON-CONSENT ITEMS:**

A. **CONSIDERATION OF ORDINANCE NO. 7775:**

(Contact: Ed Drain, Police Chief)

This is a public hearing and the first reading of an ordinance considering the readopting of an ordinance providing for a nocturnal curfew for persons under age seventeen.

This ordinance is a renewal of a prior Council action during March of 2016 which renewed the existing teen curfew for persons under the age of seventeen. The goals of this ordinance include reducing crime committed by juveniles and reduce the number of juveniles who are victimized by night crime. The curfew hours remain the same as the 2016 ordinance from 12:01 A.M. to 6:00 A.M. daily.

The City of Amarillo continues to have a vital interest in protecting persons under the age of seventeen by limiting the opportunities for victimization; requiring parental control and responsibility for youth; and, protecting the public from irresponsible acts committed by certain youth. In addition, the public health, safety, and welfare continues to be served by renewing the existing curfew, which forecloses constitutionally unprotected conduct by persons under the age of seventeen years, during late hours of the night when the likelihood of adult supervision is the least.

- B. RESOLUTION – FY19 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION:**
(Contact: Chip Orton, Emergency Management)
Consider approval of a resolution authorizing the Deputy City Manager to apply for FY19
This item approves the SHSP grant funds to implement projects entitled FY19 Regional Heavy Rescue Team Shoring Equipment, FY19 Regional Heavy Rescue Team Training, FY19 Regional Bomb Squad Suits (LETPA), and FY19 Regional Handheld Tactical Radar System (LETPA) on behalf of the City.
- C. RECEIVE AND ACCEPT THE CITY OF AMARILLO COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING SEPTEMBER 30, 2018:**
(Contact: Michelle Bonner, Deputy City Manager)
This item is a presentation and review of the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2018.
- D. CONSIDER AWARD – 2017-2021 COMMUNITY INVESTMENT PROGRAM PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE DESIGN OF NEW LIFT STATION 40:**
(Contact: Matthew Thomas, City Engineer)
Kimley-Horn and Associates, Inc. -- \$519,200.00
This item is to consider award of the engineering services agreement for the Design of New Lift Station 40 by Kimley-Horn and Associates, Inc.
- E. 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 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
 - (a) Discussion of City Manager Jared Miller's performance evaluation and compensation.

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 22nd day of February 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 12th day of February 2019, 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 | 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

John Barrett, P. O. Box 8763, spoke on the continued problems he has had with the Animal Management & Welfare. He stated he was recently attacked by a Pitbull. He stated Pitbulls, Rottweilers and other large breeds are dangerous, protective and territorial, and the current ordinances do not protect the public's safety. He recommended a comprehensive review of AM&W ordinances and penalties. He suggested disincentive penalties for the ownership of dangerous animals. He further stated the need to notify the owners' homeowner insurance, and noted that owner disrespect to neighbors would not be tolerated. Mike Fisher, 4410 Van Kriston Drive, read a quote from Ronald Reagan. He stated that Council was not being conservative. He further stated the City was protecting the dry cleaners behind his home. Gary Preston, 10101 Amarillo Boulevard, presented a copy of his plat, and presented a brief summary of his property. He stated a 30' foot easement on Helium Road was granted then changed to 60' without his notice. Claudette Smith, 4410 Van Kriston Drive, spoke on running for office. She stated the City was using their resources to attack their opponents. She stated she receive a notification concerning a violation of tall weeds. The Amarillo Police Department did a welfare check on her and the Health Department showed up outside the city limits to inspect the septic system. She stated that CPS showed up at her son's school to question him. She stated there were no problems before she filed for Mayor. She further questioned the agenda items for wi-fi and cutting a police position. James Schenck, 6216 Gainsborough Road, stated he noticed the top of agenda stating the mission statement. He reiterated the need to broadcast public comment. He also question the items placed on the consent agenda. 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 12th day of February 2019, 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	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

The invocation was given by Stan Austin. Mayor Nelson led the Pledge of Allegiance.

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. North Heights Art Project Update;
- C. Panhandle Days at the Texas Legislature in Austin;
- D. Update on Brush Sites and Carts;
- E. Discussion on Legislative Tax Cap;
- F. Discussion and direction on Center City Tax Increment Reinvestment Zone #1 Extension; and
- G. 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 Smith.

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on February 5, 2019.
- B. **ORDINANCE NO. 7770:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading of an ordinance for the vacation of a 20 foot alley between Lots 7 through 18, Block 8, Wolflin Place Amended, in Section 186, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: South Hayden Street and Wolflin Avenue.)
- C. **ORDINANCE NO. 7771:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading of an ordinance for the rezoning of the north 26 feet of Lot 10A, Block 7, Westview Addition Unit No. 5, in Section 226, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Office District 2. (Vicinity: Wolflin Avenue and Carolina Street.)

D. **ORDINANCE NO. 7772:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance considering the proposed amendments to the current City of Amarillo Subdivision Ordinance, Chapter 4-6, Article II, Division 8, Section 4-6-59(d) regarding "partial release" of cash surety. Currently, before a subdivision that requires public improvements can be platted, developers must install the public improvements (roadways, water, sewer) or submit an acceptable form of "surety" (performance bond, trust agreement, letter of credit, or cash deposit) to the City. The surety option allows the improvements to be deferred until after Final Plat approval. The ordinance amendments, if approved, would allow those who submit a cash surety to request reimbursements, tied to partial construction of improvements, in a shorter timeframe than is currently allowed.

E. **CONSIDER – APPROVAL OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOME GRANT FUNDING FOR RENTAL REHABILITATION PROJECTS:**

(Contact: Juliana Kitten, Community Development Director)

HOME Grant Award to Collins Family Properties, LLC in the amount of \$524,999.92

The Collins Family Properties, LLC has submitted a project proposal to construct 21 units for rental by low-to-moderate income families (5 new single-family units and 8 new duplex units; each unit will have 3 bedrooms and 2 bathrooms). The total project cost is \$1,357,000.08 with a request for federal HOME Grant funds in the amount of \$524,999.92 (\$25,000 for each single-family unit and \$49,999.99 for each duplex unit). The project will be subject to affordability requirements for 20 years.

F. **CONSIDER – AWARD PURCHASE OF 2019 CHEVY TAHOE DEFENDER POLICE VEHICLE:**

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

Awarded to Holiday Chevrolet -- \$54,250.00

This item is the purchase of a replacement vehicle for the Airport Police Department Unit No. 6469, a 2004 Ford Explorer that has reached its end of lifecycle. The new vehicle is a specified police package model allowing for easy installation of all needed equipment. This award also instructs Holiday Chevrolet to up-fit the vehicle with all purchased specialized police equipment such as emergency lighting, camera system, and a prisoner partition.

G. **CONSIDER – PURCHASE – FERTILIZER:**

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

Award to low responsive bidders as follows:

SKRT INC DBA Pro Chem -	\$112,786.40
Line(s) Item - 1, 4, 10, 13	
Harrell's LLC -	\$20,224.00
Line(s) Item – 2, 5, 6, 8, 9	
Justin Seed Company -	\$417.00
Line(s) Item – 3	
Target Specialty Product -	\$6,317.36
Line(s) Item - 7	
BWI Companies, Inc. -	\$33,358.40
Line(s) Item – 11, 12	
Total Award	\$173,103.16

This item approves the annual purchase of various fertilizers that are used throughout the year at Ross Rogers and Comanche Trail Golf Complexes as well as the Park Maintenance Division.

H. **CONSIDER – PURCHASE/LEASE OF HORIZONTAL WOOD GRINDER:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Award to Vermeer of Texas – \$475,380.60

Using Buyboard Contract 515-16 Lease through DLL Financial Solutions

This item is the scheduled replacement of Unit No. 7773, 2012 WHO Tub Grinder. Equipment used by Solid Waste Collection/Disposal for daily wood grinding at Landfill and other areas as need to meet daily operational requirements. Unit No. 7773 has reached its useable lifecycle.

I. **CONSIDER -- TASK ORDER 36 BETWEEN RS&H, INC. AND THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT FOR DESIGN AND BIDDING SERVICES FOR TAXIWAY C AND TAXIWAY J RECONSTRUCTION:**

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

The total amount for Task Order 36 is \$299,880.25

This Task Order will provide design and bidding services for the relocation and reconstruction of Taxiway C. Taxiway C was designed and bid out previously. However, it was subsequently not constructed. This effort includes repackaging the original design documents and modifying the design to meet current FAA design standards. Taxiway J will be designed in its entirety and is proposed to be reconstructed in its current location.

J. **CONSIDER – AWARD FOR AEROHIVE WIRELESS NETWORK EQUIPMENT AND SOFTWARE:**

(Contact: Rich Gagnon, Information Technology)

Dell Marketing LP -- \$88,850.08

This is the purchase of wireless access points, antennas, software and service subscriptions to provide wireless internet access for staff and patrons at the Amarillo Multi-Purpose Event Venue.

K. **CONSIDER – AWARD FOR SECURE WIRELESS LAN INFRASTRUCTURE IMPLEMENTATION**

(Contact: Rich Gagnon, Information Technology)

United Systems, Inc. -- \$69,903.00

This is for the purchase of assessment, design, and implementation for a secure wireless LAN infrastructure for staff and patrons at the Amarillo Multi-Purpose Event Venue.

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 to amend the City of Amarillo 2017/2018 Budget. This item was presented by Laura Storrs, Finance Director. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7773

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2017-2018 BUDGET; 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 3B: Mayor Nelson presented the first reading of an ordinance. This item was presented by Chief Ed Drain. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7774

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2018-2019 BUDGET; 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 3C: Mayor Nelson presented a resolution approving the 2017/2018 fiscal year budget amendment. This budget amendment is recommended for approval by the AHD Board of Managers. This item was presented by Michelle Bonner, Deputy City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that the following captioned resolution be passed:

RESOLUION NO. 02-12-19-1
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: AMENDING
THE APPROVED BUDGET OF THE AMARILLO HOSPITAL DISTRICT
FOR THE FISCAL YEAR OCTOBER 1, 2017 TO SEPTEMBER 30, 2018;
PROVIDING SEVERANCE, REPEALER, AND EFFECTIVE CLAUSES.

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 a resolution approving the 2018/2019 fiscal year budget amendment. This budget amendment is recommended for approval by the AHD Board of Managers. This item was presented by Michelle Bonner, Deputy City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned resolution be passed:

RESOLUION NO. 02-12-19-2
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: AMENDING
THE APPROVED BUDGET OF THE AMARILLO HOSPITAL DISTRICT
FOR THE FISCAL YEAR OCTOBER 1, 2018 TO SEPTEMBER 30, 2019;
PROVIDING SEVERANCE, REPEALER, AND EFFECTIVE CLAUSES.

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.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Priority	Fiscal Responsibility
Department	Finance		
Contact	Laura Storrs, Finance Director		

Agenda Caption

Ordinance – City of Amarillo 2017/2018 Budget Amendment

This is the second reading of an ordinance to amend the City of Amarillo 2017/2018 Budget.

Agenda Item Summary

This is the second reading of an ordinance to amend the City of Amarillo 2017/2018 Budget. This Budget Amendment specifically amends the 2017/2018 fiscal year budgets for the following funds:

- Local Seized Property Fund - \$10,000
- Compensated Absences Fund - \$156,000
- Court Technology Fund - \$6,000
- Court Security Fund - \$1,000
- Tutbury Public Improvement District (PID) Fund - \$1,500

Requested Action

Approval of the ordinance to amend the City of Amarillo 2017/2018 Budget.

Funding Summary

N/A

Community Engagement Summary

The Tutbury PID Board met on January 16, 2019 and recommended approval of their respective budget amendment.

Staff Recommendation

Staff recommendation is to approve the 2017/2018 fiscal year budget amendment.

02/04/19

ORDINANCE NO. 1773

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2017-2018 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2017-2018 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2017-2018.

SECTION 2. That this ordinance shall be effective on and after its adoption;

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the _____ day of February 2019; and PASSED on Second and Final Reading the _____ day of February 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT "A"

1. Local Seized Property Expenditure Budget, Account 26200.92130 Transfer to General Construction = \$10,000 addition
2. Compensated Absences Expenditure Budget, Account 31100.41100 Salaries and Wages = \$156,000 addition
3. Court Technology Expenditure Budget, Account 20800.84910 Other Equipment = \$6,000 addition
4. Court Security Expenditure Budget, Account 20910.41100 Salaries and Wages = \$1,000 addition
5. Tutbury PID Expenditure Budget, Account 27400.53200 Water and Sewer = \$1,500 addition
**

** These amendments have been approved by the Board of Directors of the Tutbury Public Improvement District.

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Priority	Fiscal Responsibility
Department	Police		
Contact	Ed Drain, Police Chief		

Agenda Caption

Ordinance – City of Amarillo 2018/2019 Budget Amendment

This is the second and final reading of an ordinance to amend the City of Amarillo 2018/2019 Budget. This Budget Amendment removes one (1) corporal position from the Amarillo Police Department authorized positions.

Agenda Item Summary

This is the first reading of an ordinance to amend the City of Amarillo 2018/2019 Budget. This Budget Amendment removes one (1) corporal position from the Amarillo Police Department authorized positions.

This ordinance identifies that the essential job function of the Fleet Inventory Equipment Technician position does not require a license issued by the Texas Commission on Law Enforcement; and that the job function of the aforementioned position can be performed by non-sworn personnel at a savings to the Amarillo Police Department. Approval of this ordinance authorizes the City to remove one police corporal position from the authorized positions.

Requested Action

Approval of the ordinance to amend the City of Amarillo 2018/2019 Budget.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to approve the 2018/2019 fiscal year budget amendment.

ORDINANCE NO. 10714

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2018-2019 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, in accordance with City ordinance, any classified or unclassified position found to be a surplus position may be abolished in order to increase efficiency of providing service and to reduce expenditures.

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

SECTION 1. Pursuant to City ordinance on November 22, 2018, one (1) corporal position from the Amarillo Police Department will be removed from authorized positions.

SECTION 2. That this ordinance shall be effective on and after its adoption;

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the _____ day of February 2019; and PASSED on Second and Final Reading the _____ day of February 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

2D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Priority	Infrastructure
Department	Facilities Department		
Contact	Jerry Danforth		

Agenda Caption

RFP-01-19 Annual Maintenance agreement for service and repairs of City Elevators and Escalators in the Amount of \$79,140.00

Agenda Item Summary

Annual Maintenance agreement for service and repairs of City Elevators and Escalators. This will be a fixed price service contract with a defined scope for service and parts.

Requested Action

Council Approval of Annual Contract

Funding Summary

Operations accounts for the Facilities & Airport Departments. 1252.68100 & 5400.68100

Community Engagement Summary

N/A

Staff Recommendation

Approval



Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER APPROVAL – CHANGE ORDER NO. 5 – TERMINAL APRON ISOLATED PANEL REPAIRS:

This change order is for a total addition of \$24,135.31 and includes the finalization of the installed construction quantities, item reductions, addition of abandoned fuel pipe mitigation work, reconciliation of contract days, and calculated liquidated damages. During the project, 5 abandoned fuel lines needed to be mitigated and capped. Additionally, liquidated damages are included in this change order to reconcile the additional costs incurred by the project for engineering/RPR time, resulting in 28 liquidated damages days. Final quantities and reductions were reconciled between the contractor (Silver Creek Construction) and the RPR.

Sub-Total Current Change Order:	\$140,712.00
Item Reductions:	\$(74,576.69)
<u>Liquidated Damages:</u>	<u>\$(42,000.00)</u>
Total This Change Order:	\$24,135.31
Original Contract:	\$3,105,601.00
Previous Change Orders:	\$222,550.33
<u>Total This Change Order:</u>	<u>\$24,135.31</u>
Final Contract Amount:	\$3,352,286.64

Agenda Item Summary

Change Order No. 5 is required to reconcile final construction quantities, item reductions, additional work required to mitigate the abandoned fuel pipes, contract days, and calculated liquidated damages. All quantities have been reconciled between contractor and RPR records. Weather delays and an approved winter suspension period were taken into consideration during the calculation of liquidated damages. The contractor agrees with these calculations. The final pay application will reflect these changes and will be forthcoming immediately following this approval.

Requested Action

Approval of Change Order No. 5 to the Silver Creek Construction contract for the Terminal Apron Isolated Panel Repair project.

Funding Summary

Funding for this change order will be 90% Federal AIP grant (\$21,721.78) and 10% Airport capital funds (\$2,413.53). Airport Account 54110.540109.

Amarillo City Council Agenda Transmittal Memo



Community Engagement Summary

N/A

Staff Recommendation

Approval of Change Order No. 5 to the Silver Creek Construction contract for the Terminal Apron Isolated Panel Repair project.

Bid No. 5630 City of Amarillo Terminal Apron Isolated Pavement Repair
 Opened 4:00 p.m., March 2, 2017

To be awarded as one lot	Silver Creek Constuction Inc	Gibson & Associates Inc	J Lee Milligan Inc	A & S General Contractors, Inc
Line 1 Mobilization and General Conditions, per specifications				
1 ls				
Unit Price	\$240,000.000	\$320,000.00	\$548,000.000	\$489,594.000
Extended Price	240,000.00	320,000.00	548,000.00	489,594.00
Line 2 Insurance - Parties as "Additional Insured", per specifications				
1 ls				
Unit Price	\$1.000	\$1,000.00	\$42,000.000	\$18,500.000
Extended Price	1.00	1,000.00	42,000.00	18,500.00
Line 3 Safety & Security, per specifications				
1 ls				
Unit Price	\$120,000.000	\$239,000.00	\$495,000.000	\$10,000.000
Extended Price	120,000.00	239,000.00	495,000.00	10,000.00
Line 4 PCC Pavement Removal, Full Depth, per specifications				
5,250 sy				
Unit Price	\$85.000	\$114.00	\$139.600	\$42.120
Extended Price	446,250.00	598,500.00	732,900.00	221,130.00
Line 5 PCC Joint Repair, per specifications				
7,000 lf				
Unit Price	\$5.000	\$4.00	\$11.100	\$4.700
Extended Price	35,000.00	28,000.00	77,700.00	32,900.00

To be awarded as one lot	Silver Creek Constnuction Inc	Gibson & Associates Inc	J Lee Milligan Inc	A & S General Contractors, Inc
Line 6 PCC Crack Repair, per specifications 500 lf				
Unit Price	\$10.000	\$4.00	\$22.150	\$4.370
Extended Price	5,000.00	2,000.00	11,075.00	2,185.00
Line 7 PCC Spall Repair, per specifications 750 sf				
Unit Price	\$65.000	\$127.00	\$138.500	\$37.270
Extended Price	48,750.00	95,250.00	103,875.00	27,952.50
Line 8 PCC Partial Depth Patch, per specifications 650 sf				
Unit Price	\$65.000	\$85.00	\$138.500	\$359.640
Extended Price	42,250.00	55,250.00	90,025.00	233,766.00
Line 9 Subgrade Preparation, per specifications 5,250 sy				
Unit Price	\$10.000	\$12.00	\$26.000	\$3.350
Extended Price	52,500.00	63,000.00	136,500.00	17,587.50
Line 10 Concrete Foundation Removal, per specifications 50 cy				
Unit Price	\$500.000	\$45.00	\$398.400	\$359.200
Extended Price	25,000.00	2,250.00	19,920.00	17,960.00

To be awarded as one lot	Silver Creek Constuction Inc	Gibson & Associates Inc	J Lee Milligan Inc	A & S General Contractors, Inc
Line 11 Controlled Low-Strength Material (CLSM), per specifications 50 cy				
Unit Price	\$400.000	\$100.00	\$1,035.500	\$61.560
Extended Price	20,000.00	5,000.00	51,775.00	3,078.00
Line 12 Temporary Inlet Protection, per specifications 4 ea				
Unit Price	\$750.000	\$500.00	\$2,518.500	\$540.000
Extended Price	3,000.00	2,000.00	10,074.00	2,160.00
Line 13 Temporary Trench Drain Protection, per specifications 650 lf				
Unit Price	\$16.000	\$18.00	\$5.600	\$24.870
Extended Price	10,400.00	11,700.00	3,640.00	16,165.50
Line 14 Portland Cement Concrete Pavement (22-26 Inches), per 5,250 sy				
Unit Price	\$240.000	\$293.50	\$245.450	\$61.130
Extended Price	1,260,000.00	1,540,875.00	1,288,612.50	320,932.50
Line 15 Runway and Taxiway Marking with Reflective Media, per specifications 2,700 sf				
Unit Price	\$8.500	\$29.00	\$29.050	\$19.440
Extended Price	22,950.00	78,300.00	78,435.00	52,488.00
Line 16 Runway and Taxiway Marking without Reflective Media, per 3,200 sf				
Unit Price	\$7.000	\$29.00	\$29.050	\$55,296.000
Extended Price	22,400.00	92,800.00	92,960.00	176,947,200.00

To be awarded as one lot	Silver Creek Constuction Inc	Gibson & Associates Inc	J Lee Milligan Inc	A & S General Contractors, Inc
Line 17 Runway and Taxiway Marking Removal, per specifications 2,500 sf				
Unit Price	\$10.000	\$33.00	\$33.250	\$38.880
Extended Price	25,000.00	82,500.00	83,125.00	97,200.00
Base Bid Total	2,378,501.00	3,217,425.00	3,865,616.50	178,510,799.00

Bid Alternate No. 1

To be awarded as one lot	Silver Creek Construction Inc	Gibson & Associates Inc	J Lee Milligan Inc	A & S General Contractors, Inc
Line 1 PCC Pavement Removal, Full Depth, per specifications 2,155 sy				
Unit Price	\$85.000	\$114.00	\$168.000	\$42.120
Extended Price	183,175.00	245,670.00	362,040.00	90,768.60
Line 2 PCC Joint Repair, per specifications (825) lf				
Unit Price	\$5.000	\$4.00	\$5.550	\$4.400
Extended Price	(4,125.00)	(3,300.00)	(4,578.75)	(3,630.00)
Line 3 PCC Crack Repair, per specifications (75) lf				
Unit Price	\$10.000	\$4.00	\$11.100	\$4.000
Extended Price	(750.00)	(300.00)	(832.50)	(300.00)
Line 4 PCC Spall Repair, per specifications (200) sf				
Unit Price	\$65.000	\$127.00	\$66.500	\$34.510
Extended Price	(13,000.00)	(25,400.00)	(13,300.00)	(6,902.00)
Line 5 PCC Partial Depth Patch, per specifications (130) sf				
Unit Price	\$65.000	\$85.00	\$66.500	\$33.500
Extended Price	(8,450.00)	(11,050.00)	(8,645.00)	(4,355.00)
Line 6 Subgrade Preparation, per specifications 2,155 sy				
Unit Price	\$10.000	\$12.00	\$24.100	\$3.350
Extended Price	21,550.00	25,860.00	51,935.50	7,219.25

To be awarded as one lot	Silver Creek Construction Inc	Gibson & Associates Inc	J Lee Milligan Inc	A & S General Contractors, Inc
Line 7 Concrete Foundation Removal, per specifications				
35 cy				
Unit Price	\$500.000	\$45.00	\$398.200	\$259.200
Extended Price	17,500.00	1,575.00	13,937.00	9,072.00
Line 8 Controlled Low-Strength Material (CLMS), per specifications				
35 cy				
Unit Price	\$400.000	\$100.00	\$1,020.200	\$61.560
Extended Price	14,000.00	3,500.00	35,707.00	2,154.60
Line 9 Portland Cement Concrete Pavement (22-26 inches), per specifications				
2,155 sy				
Unit Price	\$240.000	\$293.50	\$332.150	\$61.130
Extended Price	517,200.00	632,492.50	715,783.25	131,735.15
Alternate 1 Bid Total	727,100.00	869,047.50	1,152,046.50	225,762.60
Bid Total	3,105,601.00	4,086,472.50	5,017,663.00	178,736,561.60
Change Order #1	17,692.53			
Change Order #2	28,472.00			
Change Order #3	158,375.50			
Change Order #4	18,010.30			
Change Order #5	24,135.31			
Award to Vendor	3,352,286.64			

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Priority	Transportation Systems
Department	Amarillo City Transit		
Contact	Marita Wellage-Reiley, Transit Director		

Agenda Caption
CONSIDER APPROVAL FOR THE REFURBISHMENT OF THE CURRENT WASH SYSTEM THROUGH NS CORPORATION. THIS WASH SYSTEM WILL RESTORE THE CURRENT SYSTEM TO MEET TRANSIT ASSET MANAGEMENT GOALS.

Agenda Item Summary
Equipment and Installation Contract Awarded to NS Wash Systems in the amount of \$258,404.49.

This item is the consideration for the refurbishment of the current bus wash system for the department. This purchase will replace the current system that has met its useful life.

Requested Action
Request City Council to approve the refurbishment of the bus wash system, authorizing the City Manager to execute all contract documents.

Funding Summary
Funding for this project is through residual funds in the amount of \$119,817.00 which are 100% covered through TxDOT and \$110,000.00 in Federal funding remaining from FY 17/18 with a 20% previously approved City match. Additional overage will be covered through TxDOT 5339 grant for Bus and Bus Facilities which will require no match from the City.

Community Engagement Summary
This project is part managements continued initiatives of improvements to the ACT system. Addressing customer needs for transportation with safe, reliable and clean vehicles.

Staff Recommendation
Staff recommends approval of this item, authorizing the City Manager to execute the contract.

Bid No. 6391 BUS WASH PROJECT
Opened 4:00 p.m. February 19, 2019

To be awarded as one lot	NS CORPORATION
Line 1 Wash System Equipment, per specifications	
1 ea	
Unit Price	\$107,103.280
Extended Price	107,103.28
Line 2 Erection Kit, per specifications	
1 ea	
Unit Price	\$2,526.210
Extended Price	2,526.21
Line 3 Crating and Packing Services, per specifications	
1 ea	
Unit Price	\$2,000.000
Extended Price	2,000.00
Line 4 Abrasive Equipment and Tools, per specifications	
1 ea	
Unit Price	\$47,250.000
Extended Price	47,250.00
Line 5 Plumbing by Local Licensed Plumbers, per specifications	
1 ea	
Unit Price	\$56,700.000
Extended Price	56,700.00

Line 6 Electrical by Local Licensed Electricians, per specifications	1 ea	Unit Price	\$24,300.000	Extended Price	24,300.00
Line 7 Engineering Charges, per specifications	1 ea	Unit Price	\$3,500.000	Extended Price	3,500.00
Line 8 NS Start Up and Training Cosr, per specifications	1 ea	Unit Price	\$7,000.000	Extended Price	7,000.00
Line 9 Warranty 1 Year-Defective Parts and Labor, per specifications	1 ea	Unit Price	\$4,000.000	Extended Price	4,000.00
Line 10 Freight & Materials Handling, Architectural, per specifications	1 ea	Unit Price	\$4,025.000	Extended Price	4,025.00
Bid Total					258,404.49
Award by Vendor					258,404.49



Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Priority	Public Safety
Department	Police		
Contact	Chief Drain		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. :

This is a public hearing and the first reading of an ordinance considering the re-adopting of an ordinance providing for a nocturnal curfew for persons under age seventeen.

Agenda Item Summary

This ordinance is a renewal of a prior Council action during March of 2016 which renewed the existing teen curfew for persons under the age of seventeen. The goals of this ordinance include reducing crime committed by juveniles and reduce the number of juveniles who are victimized by night crime. The curfew hours remain the same as the 2016 ordinance from 12:01 A.M. to 6:00 A.M. daily.

The City of Amarillo continues to have a vital interest in protecting persons under the age of seventeen by limiting the opportunities for victimization; requiring parental control and responsibility for youth; and, protecting the public from irresponsible acts committed by certain youth. In addition, the public health, safety, and welfare continues to be served by renewing the existing curfew, which forecloses constitutionally unprotected conduct by persons under the age of seventeen years, during late hours of the night when the likelihood of adult supervision is the least.

Requested Action

Council conduct a public hearing and consider the authorization of this ordinance re-adopting a nocturnal curfew for persons under age seventeen.

Funding Summary

N/A

Community Engagement Summary

March 8, 2016 the City Council authorized an ordinance renewing the existing teen curfew for persons under the age of seventeen years.

Staff Recommendation

Council conduct a public hearing and authorize this ordinance re-adopting a nocturnal curfew for persons under age seventeen.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO: RE-ADOPTING AND CONTINUING CHAPTER 10-3, ARTICLE VI, SECTIONS 10-3-71 THROUGH 10-3-75, INCLUSIVE OF THE AMARILLO MUNICIPAL CODE, WITHOUT CHANGE; PROVIDING FOR A NOCTURNAL CURFEW (STARTING AT MIDNIGHT) FOR PERSONS UNDER 17 YEARS OF AGE; DEFINING OFFENSES; PROVIDING DEFENSES; PROVIDING A CUMULATIVE REMEDY CLAUSE; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, by prior action on March 8, 2016 and effective on March 18th, 2016, the City Council renewed the existing teen curfew for persons under the age of seventeen years, with the goals of both reducing crime committed by juveniles and, reducing the number of juveniles who are victimized by night crimes; and

WHEREAS, by state law the City Council must conduct public hearings and review such ordinance every three years, and either renew it or allow it to lapse; and,

WHEREAS, at a minimum the City Council has conducted a public hearing upon each reading of this ordinance, and now finds that peer pressure to be out late at night continues to be a factor in teen behavior, whether it be for law abiding or criminal purposes; and

WHEREAS, the City Council now finds that persons under the age of seventeen continue to be particularly vulnerable to crime victimization late at night; and

WHEREAS, the City of Amarillo continues to have a vital interest in: protecting persons under the age of seventeen by limiting the opportunities for victimization; requiring parental control and responsibility for youth; and, protecting the public from irresponsible acts committed by certain youth; and

WHEREAS, upon review of the experience of other cities with teen curfews and, the experience within the City of Amarillo itself, as documented in police statistics and information, the City Council now finds that the public health, safety, and welfare continues to be served by renewing the existing curfew, which forecloses constitutionally unprotected conduct by persons under the age of seventeen years, during late hours of the night when the likelihood of adult supervision is the least;

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

SECTION 1. That Chapter 10-3, “Miscellaneous Offenses”, of the Amarillo Municipal Code is hereby amended as follows:

ARTICLE VI. CURFEW HOURS FOR MINORS

Sec. 10-3-71. Definitions.

- (A) *Curfew Hours* means 12:01 a.m. until 6:00 a.m. daily.
- (B) *Emergency* means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- (C) *Establishment* means any privately-owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment
- (D) *Guardian* means:
 - 1. a person who, under court order, is the guardian of the person of a minor; or
 - 2. a public or private agency with whom a minor has been placed by a court.
- (E) *Minor* means any person under 17 years of age.
- (F) *Operator* means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.
- (G) *Parent* means a person who is:
 - 1. a natural parent, adoptive parent, or step-parent of another person; or
 - 2. at least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.
- (H) *Public Place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- (I) *Remain* means to:
 - 1. linger or stay; or
 - 2. fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.
- (J) *Serious Bodily Injury* means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 10-3-72. Offenses.

- (A) A minor commits an offense if he remains in any public place or on the premises of any establishment within the City during curfew hours.
- (B) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the City during curfew hours.
- (C) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 10-3-73. Defenses.

- (A) It is a defense to prosecution under Offenses that the minor was:

1. accompanied by the minor's parent or guardian;
2. on an errand at the direction of the minor's parent or guardian, without any detour or stop;
3. in a motor vehicle involved in interstate travel;
4. engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
5. involved in an emergency;
6. on the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor if the neighbor did not complain to the Police Department about the minor's presence;
7. attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Amarillo, a civic organization, or another similar entity that has undertaken responsibility for the minor, or going to or returning home from such activity, without any detour or stop.
8. exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
9. married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.

(B) It is a defense to prosecution under Section 10-3-72-(C) that the owner, operator, or employee of an establishment promptly notified the Police Department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Sec. 10-3-74. Enforcement.

(A) Before taking any enforcement action under this Section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this Section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in Section 10-3-73 is present.

Sec. 10-3-75. Penalties.

- (A) A person who violates a provision of this Chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.
- (B) When required by Section 51.08 of the Texas Family Code, as amended, the Municipal Court shall waive original jurisdiction over a minor who violates Section 10-3-72-(A) and shall refer the minor to juvenile court.

SECTION 2. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the

provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION 3. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The City Commission of the City of Amarillo hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 4. If any part, provision, or clause of this ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this ordinance.

SECTION 5. This ordinance shall become effective ten (10) days after the date of its second publication as required by the Charter of the City of Amarillo.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on the _____ day of _____, 2019; and PASSED on Second and Final Reading on the _____ day of _____, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 26 th , 2019	Council Pillar	Public Safety
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Department	Emergency Management
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Agenda Caption

RESOLUTION – FY19 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION

Consider approval of a resolution authorizing the Deputy City Manager to apply for FY19 SHSP grant funds to implement projects entitled FY19 Regional Heavy Rescue Team Shoring Equipment, FY19 Regional Heavy Rescue Team Training, FY19 Regional Bomb Squad Suits (LETPA), and FY19 Regional Handheld Tactical Radar System (LETPA) on behalf of the City.

Agenda Item Summary

The FY19 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Fire Department to respond to incidents locally or regionally in an emergency. Response personnel are requesting the following:

- FY19 Regional Heavy Rescue Team Shoring Equipment: This project would fund the purchase and implementation of equipment used in shoring for trench rescue. This equipment would greatly expand the capabilities of AFD to respond to these types of incidents.
- FY19 Regional Heavy Rescue Team Training: The training would pay for two AFD students to attend an 11-day technical rescue class and covers the training, lodging, per diem, and overtime related to attending the class in Colorado.

The FY19 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Police Department to respond to incidents locally or regionally in an emergency. Response personnel are requesting the following:

- FY19 Regional Bomb Squad Suits (LETPA): This project would bomb suits for the APD Bomb Squad. Current suits are well past the expected service life recommended by the manufacturer. APD's Bomb Squad is a regional response unit and is a continuing project of the Panhandle Regional Planning Commission and SHSP funding.
- FY19 Regional Handheld Tactical Radar System (LETPA): This radar system is a handheld device that would be used by APD special operations units to gain critical information in real-time about the location and people behind a wall in tactical decision-making situations.

Requested Action

Consider approval of a resolution authorizing the Deputy City Manager to apply for FY19 SHSP grant funds to implement projects entitled FY19 Regional Heavy Rescue Team Shoring Equipment, FY19 Regional Heavy Rescue Team Training, FY19 Regional Bomb Squad Suits (LETPA), and FY19 Regional Handheld Tactical Radar System (LETPA) on behalf of the City.

Funding Summary

The FY19 SHSP grant application requests the following allocation of grant funding:

- FY19 Regional Heavy Rescue Team Shoring Equipment
- FY19 Regional Heavy Rescue Team Training
- FY19 Regional Bomb Squad Suits (LETPA)

Amarillo City Council Agenda Transmittal Memo



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- FY19 Regional Handheld Tactical Radar System (LETPA)

Project proposals are submitted to the State of Texas Office of the Governor for consideration and approval pending allocation of Federal Homeland Security Grant Program funds.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that City Council adopt the resolution authorizing the Deputy City Manager to apply for FY19 SHSP grant funds to implement projects entitled FY19 Regional Heavy Rescue Team Shoring Equipment, FY19 Regional Heavy Rescue Team Training, FY19 Regional Bomb Squad Suits (LETPA), and FY19 Regional Handheld Tactical Radar System (LETPA) on behalf of the City.

RESOLUTION NO. 02-26-19-1

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE SUBMISSION OF AN FY19 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR’S HOMELAND SECURITY GRANT DIVISION AND DESIGNATING THE DEPUTY CITY MANAGER TO ACT AS THE CITY’S AUTHORIZED OFFICIAL PERTAINING TO THE FY19 HOMELAND SECURITY GRANT PROGRAM; PROVIDING OTHER CLAUSES AND EFFECTIVE DATE.

WHEREAS, the Office of the Governor’s Homeland Security Grant Division (HSGD) currently serves as the State Administrative Agency for the State of Texas’ State Homeland Security Program (SHSP) which provides grant funding that can be used to support programs and projects aimed at maintaining and/or enhancing the City’s emergency preparedness and response capabilities; and

WHEREAS, the City of Amarillo is eligible to apply for and receive funding in the FY19 SHSP grant program; and

WHEREAS, the City intends to timely file an application pursuant to the HSGD’s FY19 Request for Applications for the SHSP; and

WHEREAS, the City Council finds it in the best interest of public safety, health, and welfare to apply for said grant funding for four Amarillo projects specified below;

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

Section 1. The City Council hereby approves the submission of the FY19 SHSP grant application to the Office of the Governor’s HSGD, on behalf of the City of Amarillo.

Section 2. This application shall be for funds to implement four projects entitled: “FY19 Regional Heavy Rescue Team Shoring Equipment,” “FY19 Regional Heavy Rescue Team Training,” “FY19 Regional Bomb Squad Suits (LETPA),” and “FY19 Regional Handheld Tactical Radar System (LETPA)” which would be implemented under the FY19 SHSP.

Section 3. Pursuant to the program requirements, the City Council now provides this assurance that, in the event of loss or misuse of SHSP funds, these funds will be returned to the HSGD in full.

Section 4. The Deputy City Manager is hereby designated as the City/grantee’s authorized official to apply for, accept, reject, alter, or terminate the application and/or subsequent grant on behalf of the City.

Section 5. 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 6. Should any word, phrase, or part of this Resolution be found as invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

Section 7. This Resolution shall be effective on and after its adoption.

PASSED AND APPROVED this 26th day of February, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Pillar	
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

RECEIVE AND ACCEPT THE CITY OF AMARILLO COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING SEPTEMBER 30, 2018:

(Contact: Michelle Bonner, Deputy City Manager)

Presentation and review of the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2018.

Agenda Item Summary

Presentation and review of the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2018.

Requested Action

Council to review and accept the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2018.

Funding Summary

N/A

Community Engagement Summary

The City of Amarillo Audit Committee met on February 19, 2019 and reviewed the Comprehensive Annual Financial Report for the year ending September 30, 2018.

Staff Recommendation

Staff recommendation is to accept the City of Amarillo Comprehensive Annual Financial Report for the year ending September 30, 2018.

3D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 26, 2019	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact Person	Matthew Thomas, City Engineer		

Agenda Caption

CONSIDER AWARD Project # 530031/RFQ-12-18 FY 2017-2021 Community Investment Program: Professional Engineering Services in Connection with the Design of New Lift Station 40

Kimley-Horn and Associates, Inc. - \$519,200.00

Agenda Item Summary

This item is to consider award of the engineering services agreement for the Design of New Lift Station 40 by Kimley-Horn and Associates, Inc.

Requested Action

Kimley-Horn and Associates, Inc. - \$519,200.00

Funding Summary

Funding for this project is available in the Project Budget Number 530031.17400.2070. 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.

OK
1/25/2019

AGREEMENT FOR ENGINEERING SERVICES

Project #530031

KI
AS

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

OWNER hereby engages ENGINEER to perform engineering services in connection with Project #530031 New Lift Station 40 (the "Services").

The Services are more particularly set forth in Exhibit A (the "Scope of Work") 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 the Scope of Work and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the completion of the Services as shown in Exhibit B to this Agreement and by this reference made a part of the Agreement. Additional services outside the Scope of Work will require prior written approval by OWNER.

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 work performed to date of billing. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior written authorization by the OWNER. 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 Services on schedule. OWNER'S representative for purposes of this Agreement shall be Kyle Schniederjan, City Engineer, or his designee. ENGINEER will begin work on the Services within 5 days after receipt of written notification to proceed from OWNER and shall complete the Services 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 Services 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 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 Services.

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 services outside of the Scope of Work, 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 OWNER 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 EXERSED CONTROL. ENGINEER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR ENGINEER'S NEGLIGENCE AND THAT OF ENGINEER'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

ENGINEER will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit "C" and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

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

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7

days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

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

XV.

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

XVI.

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

Kimley-Horn and Associates, Inc.
Attention: Jeff James, P.E.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Telephone: (817) 339-2259
Fax: (817) 335-5070
Email: jeff.james@kimley-horn.com

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

City of Amarillo, Texas
Attn: Kyle Schniederjan, P.E.
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9334
Fax: (806) 378-3027
Email: kyle.schniederjan@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 the Services. 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. OWNER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the ENGINEER.

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.
(ENGINEER)

By: Jeff James, P.E.

Printed Name: Jeff James

Title: Senior Vice President

Date: January 28, 2018

**EXHIBIT A
PROPOSED SCOPE OF SERVICES
NEW LIFT STATION 40
AMARILLO, TEXAS**

The ENGINEER understands the OWNER intends to update the Northwest Basin identified in the 2012 Wastewater Masterplan Update. Once this update is complete, design phase services may follow.

Upon receipt of Notice to Proceed, the ENGINEER will perform the following tasks:

Task 1 – Project Management

1. Project Management
 - a. Project communication plan
 - i. Prepare for and conduct monthly progress meetings with the Owner to monitor the development of the project. Six total meetings are anticipated.
 - ii. Coordinate with subconsultants and project stakeholders as needed.
 - iii. Prepare and email monthly progress reports to the project stakeholders.
 - b. Develop project production plan
 - i. Document design criteria agreed upon by the OWNER at the project kick-off meeting.
 - ii. Develop project schedule and interim milestones.
 - iii. Coordinate milestones with QC/QA reviewer, distribute plans and collect comments from the QC/QA reviewer.
 - c. Electronic File setup
 - i. Establish working base files and distribute to project team (subconsultants).
 - d. Project Administration
 - i. Prepare project correspondence and invoicing documents.

Meetings:

- a. Six monthly progress meetings

Deliverables:

- a. Monthly progress reports
- b. Monthly project schedule updates

Service/Deliverables provided by OWNER:

- a. Attend monthly progress meetings

Task 2 - Wastewater Master Plan Basin Update

1. **Data Collection** – ENGINEER will deliver a letter request to the OWNER describing data that should be provided to update the Master Plan. ENGINEER will also prepare and maintain a data collection

log that includes data collection request, date of request, and date of receipt. Data collection is anticipated to include the following:

- a. Demographic and Geographic Data Collection (will utilize data from water masterplan currently being updated by HDR and new information from planning department).
 - b. Wastewater specific data collection
 - i. Existing Facilities
 - 1) Manhole/Junction Structures: location, depth, dimensions
 - 2) Pipes: location, diameter, length, age, material, connectivity to other pipes.
 - 3) Wastewater treatment facilities
 - 4) Lift stations
 - 5) Boundaries: service area, drainage basins- Northwest Basin
 - c. Wastewater discharge records
 - i. Meter data
 - ii. Lift stations
 - iii. Specific commercial/industrial meters
 - d. Operating records
 - i. Administrative Orders
 - ii. Sewer overflows
 - e. Recent improvements
2. **Analysis** – This task shall consist of compiling existing infrastructure information and demographics to review and update the OWNER'S existing wastewater model. ENGINEER will use this model with the developed design criteria to identify infrastructure improvements required to accommodate existing deficiencies and growth for the ten (10) and twenty-five (25) year planning periods. The scope is anticipated to be as follows:
- a. Land Use Assumptions (will utilize data from water masterplan currently being updated by HDR and new information from planning department).
 - b. Design Criteria – ENGINEER will use existing design criteria identified in the 2012 Masterplan Update and verify that the design criteria meets Texas Commission on Environmental Quality (TCEQ) regulations and industry design standards for:
 - i. Sewer line capacity
 - ii. Lift station and force main capacity
 - iii. Meter station capacity
 - iv. Treatment flow capacity
 - c. Existing Wastewater Flows – ENGINEER will utilize the OWNER'S permanent flow monitor data to develop seasonal demand curves, and to develop infiltration (I/I) curves.

- d. Existing Wastewater System Model – ENGINEER will update the OWNER’S existing wastewater system model to accurately represent the existing wastewater system and existing wastewater system flows. The model will utilize existing treatment flow meter information, permanent flow meter information and any additional temporary flow meter data. ENGINEER will evaluate the model. Tasks will include:
 - i. Confirm pipe and manhole parameters, such as pipe sizes and manhole elevations using record drawings provided by the client.
 - ii. Add recent system improvements.
 - iii. Confirm system components, such as lift stations are shown in the model with the correct location, connectivity, and geometry.
 - iv. Confirm system operational parameters and controls.
 - v. Evaluate the distribution of demands and compare to the land use map and historical sewer use data. It is assumed that the demand distribution in the model will not require significant adjustment.
- e. Model and Infrastructure Verification – ENGINEER will coordinate with OWNER’s staff to verify that the existing infrastructure matches the wastewater system model.
- f. Wastewater System Analysis and Infrastructure Sizing – ENGINEER will utilize the wastewater system model to evaluate the system to determine components that are deficient according to the design criteria and components that may have excess capacity within the ten (10) and twenty-five (25) year planning periods. Tasks will include:
 - i. Use the land use, population and demand projections provided to prepare projected demand distributions for each planning year.
 - 1) Prepare estimates of wastewater demands for different land use classifications based on assumed development densities and per capita/connection wastewater demand factors.
 - 2) Create demand distributions for each planning year using the land use, population projections and demand projections provided.
 - 3) Incorporate the demands for each planning period into the wastewater system model.
 - ii. Develop system wide and individual sewer basin diurnal curves and peaking factors.
 - iii. Execute the model for each planning year to identify infrastructure improvements necessary to meet the future demands.
 - iv. The following components will be evaluated and sized:
 - 1) Manholes
 - 2) Sewer lines
 - 3) Lift stations and force mains
 - 4) Treatment facilities
- g. Prepare a cost benefit analysis between a new wastewater treatment facility near the new LS 40 site and a new force main from the new LS 40 and new gravity main to the River Road WWTP.

- h. **Capital Improvement Plan** – ENGINEER will develop a water Capital Improvement Plan that identifies projects to be constructed within the ten (10) and twenty-five (25) year planning periods. Tasks will Include:
 - i. Use the existing evaluation criteria in the 2012 Master Plan for evaluating and prioritizing capital improvements projects.
 - ii. Develop costing methodology for wastewater infrastructure projects.
 - iii. Utilize costing methodology to develop opinions of probable implementation costs.
 - iv. Develop an updated CIP project sheet, including a description of the project, a project cost projection, include a priority for construction, identify any portion of a project that may be required to relieve an existing deficiency, and identify the portion of the project capacity required for growth.

- 3. **Technical Memorandum** – ENGINEER will prepare an amendment to Task K: Integrated Capital Improvement Plan in the 2012 Wastewater Master Plan summarizing the findings of the analysis and the recommendations. The technical memorandum is anticipated to include the following:
 - a. Executive summary
 - b. Introduction
 - c. Description of existing infrastructure
 - d. Wastewater flow projections
 - e. Wastewater System Master Plan Map for the Northwest basin
 - f. Analysis and recommendations
 - g. Capital improvements plan
 - h. Appendix

- 4. **Meetings** – ENGINEER will prepare for and attend the following meetings as part of the Wastewater Master Plan Update.
 - a. Data collection meeting with OWNER’S staff that will be providing the information.
 - b. Land Use Assumptions meeting with OWNER’S staff.
 - c. Wastewater model coordination meeting with OWNER’S staff responsible for maintaining the model.
 - d. Interim progress meeting to review preliminary analysis finding.
 - e. Draft report review meeting with OWNER’S staff designated with review responsibilities.

Deliverables

- a. Data collection letter
- b. Data collection log
- c. Updated wastewater model
- d. Draft copy of Wastewater Master Plan Update Technical Memorandum (pdf format)
- e. Five (5) hard copies of draft Wastewater Master Plan Update Technical Memorandum
- f. Final Wastewater Master Plan Update Technical Memorandum (pdf format)
- g. Ten (10) hard copies of final Wastewater Master Plan Update Technical Memorandum

Services/Deliverables provided by OWNER:

- a. Attend review meeting
- b. Review and comment on submittal
- c. Provide the existing wastewater system model

ADDITIONAL SERVICES, IF REQUIRED:

Requests for Additional Services shall be in writing from the OWNER to the ENGINEER. Prior to commencing with work on Additional Services, the scope of additional work and associated compensation shall be agreed upon by the OWNER and the ENGINEER.

1. Condition Assessment of Existing LS 40 force main
2. Condition Assessment of Existing gravity line(s) entering River Road WWTP that the new LS 40 force main would tie into
3. Wastewater Master Plan Basin Update for any other basins
4. Any Design Phase services
5. Formal fieldwork or preparation of an Antiquities permit in order to receive THC clearance
6. Franchise Utility Coordination and/or Design beyond those specifically included in the Scope of Services referenced above
7. Additional permitting requirements beyond those specifically included in the Scope of Services
8. Public meetings beyond those specifically included in the Scope of Services
9. Architectural design services
10. Preparation of platting documents and/or real property survey for site acquisition
11. Professional services associated with re-bidding the project.
12. Construction Staking
13. Making significant modifications to the plans and specifications after the preliminary submittals have been approved by the Client
14. Any additional changes to the Contract Documents necessary to break the project into phases.
15. Additional copies of Construction Documents

16. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this Agreement
17. Preparing for, conducting or attending meetings during the construction phases of the project that are not provided as a part of the Scope of Services
18. Providing any other professional services requested in writing by the OWNER and as a part of this project that are not listed in the Scope of Services.
19. Sampling, testing, or analysis beyond that specifically included in the Scope of Services
20. Providing professional services associated with the discovery of any hazardous waste or materials in the project route
21. Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement
22. Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts
23. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications

**EXHIBIT B
COMPENSATION
DESIGN SERVICES FOR
LIFT STATION 40
AMARILLO, TEXAS**

Compensation

I. Professional Engineering Services

For Item1, professional engineering services included in EXHIBIT "A" of this agreement, the OWNER agrees to pay the ENGINEER on a lump sum basis.

The total amount of the contract will not be exceeded without a modification to this agreement; however, any task may be exceeded as long as the PROJECT total is not exceeded. The budget is as follows:

Item 1 Project Management & Wastewater Masterplan Basin Update (Task 1 & 2)	\$ 519,200
Total compensation to be paid to the ENGINEER	\$ 519,200

Exhibit "C"

**CERTIFICATE OF INSURANCE REQUIREMENTS
CITY OF AMARILLO, TEXAS**

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER'S COMPENSATION - Coverage A	Statutory

NOTES:

Worker's Compensation Insurance shall include a
Waiver of Subrogation in favor of the City of Amarillo

EMPLOYERS LIABILITY - Coverage B

Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the CITY of Amarillo as an Additional Insured for all work performed for or on behalf of the CITY.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.