

## AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, MARCH 12, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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**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:** Bryan Van Meter, Amarillo Fire Department Chaplain

**PROCLAMATION:** "Transit Driver Appreciation Day"

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:  
Cross-Bar Ranch
  - C. Downtown Parking Management Update;
  - D. Discussion and Direction to Staff on Possible Bicycle and Scooter Sharing Regulations; and
  - E. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **MINUTES:**

Approval of the City Council minutes for the meeting held on March 5, 2019.

B. **CONSIDERATION – ACCEPTANCE OF INFECTIOUS DISEASE SURVEILLANCE (IDCU/SUR) GRANT:**

(Contact: Casie Stoughton, Public Health Director)

Grant Amount -- \$169,209.00 over two years

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2021 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

- C. **ACCEPTANCE – HIV PREVENTION GRANT AMENDMENT:**  
 (Contact: Casie Stoughton, Public Health Director)  
 Grant Amount -- \$210,250.00  
 Grantor: Texas Department of State Health Services  
 This item accepts the award from the Texas Department of State Health Services from January 1, 2019 thru December 31, 2019 to continue funding for the HIV Prevention Program in the public health department.
- D. **CONSIDER – IMMUNIZATION GRANT:**  
 (Contact: Casie Stoughton, Public Health Director)  
 Grant Amount -- \$261,049.00  
 Grantor: Texas Department of State Health Services  
 This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2020 to continue funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.
- E. **CONSIDER – PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT:**  
 (Contact: Casie Stoughton, Public Health Director)  
 Grant Amount -- \$248,133.00  
 Grantor: Texas Department of State Health Services  
 This item accepts the award from the Texas Department of State Health Services from July 1, 2019 thru June 30, 2020 to continue funding to provide all hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.
- F. **CONSIDERATION – ACCEPTANCE OF RLSS-LOCAL PUBLIC HEALTH SERVICES GRANT:**  
 (Contact: Casie Stoughton, Public Health Director)  
 Grant Amount -- \$223,488.00 over two years  
 Grantor: Texas Department of State Health Services  
 This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2021 to continue funding for the Infectious Disease Surveillance in the Public Health Department.
- G. **CONSIDER – TUBERCULOSIS STATE GRANT:**  
 (Contact: Casie Stoughton, Public Health Director)  
 Grant Amount -- \$60,224.00  
 Grantor: Texas Department of State Health Services  
 This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2020 to continue funding to prevent and control the transmission of active and latent tuberculosis.
- H. **CONSIDER AWARD OF CONTRACT TO GUERNSEY FOR PROP 2 PROJECT - SPACE STUDY FOR THE CITY OF AMARILLO SERVICE CENTER – MAINTENANCE FACILITIES:**  
 (Contact: Jerry Danforth, Facilities & Special Projects Administrator)  
 Awarded to: Guernsey Engineers -- \$77,650.00  
 This item conducts a space study for the City of Amarillo Service Center – Maintenance Facilities. This proposal is broken into five tasks: Data gathering and review; site and floor plan concepts; report and ROM cost estimate and report review.

3. **NON-CONSENT ITEMS:**

- A. **CONSIDERATION OF ORDINANCE NO. 7776:**  
 (Contact: Marcus Norris, Deputy City Attorney)  
 This item conducts the first reading of an ordinance. The current franchise ordinance/agreement is expiring soon. (However, SPS has agreed to continue abiding by the terms for another 90 days, to allow for this renewal process.) This item is to renew the franchise for another 10 year period,

allowing SPS to continuing using the public right-of-way within the City for electrical utility service infrastructure. In return, the company pays the City a “rental fee” of 5% of gross revenue. The franchise agreement contains numerous other details such as authority to trim trees, insurance, indemnity, relocation of utilities, and other provisions. This renewal makes no substantive change from the existing agreement.

**B. CONSIDERATION OF ORDINANCE NO. 7777:**

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

This is the first reading of an ordinance for the vacation of Van Buren Street located between Blocks 153 and 154, Plemons Addition Unit No.1, in Section 170, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Southwest 11 Avenue and Van Buren Street; Applicant: First Presbyterian Church.)

**C. CONSIDERATION OF ORDINANCE NO. 7778:**

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

This is the first reading of an ordinance for the rezoning of the South 70ft. of Lot 5, JW Cartwrights First Subdivision of Block 239, Plemons Addition plus a 10ft. by 140ft. strip of vacated right-of-way South of said Lot, all in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 96B to Amended Planned Development for the expansion to existing business operations. (Vicinity: Tyler Street and Interstate-40; Applicant: Hope and Healing Place, Inc.)

**D. CONSIDER – AWARD FOR REVISION OF ZONING ORDINANCE:**

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

Awarded to White & Smith, LLC - \$269,798.00

This item awards an agreement to White & Smith, LLC, a firm selected to assist the City with completing a comprehensive review, analysis, and rewrite of the City’s Zoning Ordinance and other related ordinances.

**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 551.072 - 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) City Economic Development Project #18-07 in the vicinity of Southeast 3rd Avenue and South Pierce Street.
- 2) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:
  - (a) City Economic Development Project #18-07 in the vicinity of Southeast 3rd Avenue and South Pierce Street.
  - (b) Economic development incentive request in the vicinity of Southwest 7<sup>th</sup> Avenue and South Tyler 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 8th day of March 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 5th day of March 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:

ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Mayor Ginger Nelson. 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 Pro Tem Hays established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

**PUBLIC COMMENT**

Mike Fisher, 4410 Van Kriston Drive, stated members of the City Council and the City Manager were recently lobbying against the property tax caps and to cut school funding. He stated John Gates, a City Health Inspector, on several occasions looked at the septic system at his business. He stated the pipes were not connected to anything and they were previously cut and capped. Gary Prescott, 10000 Amarillo Boulevard, read the oath of office taken by Council. He provided a definition of a plat and stated there were laws, the Constitution, and the Bill of Rights regarding the taking of property without compensation. Claudette Smith, 4410 Van Kriston Drive, inquired about the rental of the Civic Center for nonprofits and veterans. She stated the Civic Center should be made more accessible to the citizens and nonprofits. She stated the parking meters will force citizens to use the parking garage. She further stated Mayor Nelson was teaming up with the Chamber for an event and she believed it was a conflict of interest. Rusty Tomlinson, 5700 Canyon Drive, spoke on the need to remove the Confederacy statue in Ellwood Park. He stated this was something going on across the nation. James Schenck, 6216 Gainsborough Road, stated public comment was not transparent since it was not aired. He spoke on the Open Meeting Act and possible violations occurring. He inquired about Council's meeting in Executive Session discussing the City Manager's performance and compensation. He stated the need for more people to be looking at the Civic Center expansion. He spoke on the costs of elections. He further stated that HB 2648 and SB 226 would remove statues and other things in parks sanitizing our history. He commented that this was not the way to preserve our history. 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 5th day of March 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:

ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Mayor Ginger Nelson. 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 Julie Sims. Mayor Pro Tem Hays led the Pledge of Allegiance.

Mayor Pro Tem Hays 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. Buy the Way, Keep It Local Update; and
- C. Consider future Agenda items and request reports from City Manager.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Pro Tem Hays 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 February 26, 2019.
- B. CONSIDERATION OF ORDINANCE NO. 7775:  
(Contact: Ed Drain, Police Chief)  
This is the second and final reading of an ordinance considering the readopting of an ordinance providing for a nocturnal curfew for persons under age seventeen.
- C. CONSIDER AWARD – AMARILLO AND AIRPORT POLICE UNIFORMS SUPPLY AGREEMENT:  
(Contact: Trent Davis, Purchasing Agent)  
Nardis -- \$116,086.64  
This item is to consider the award of the Amarillo Police and Airport Departments uniforms for one year.
- D. CONSIDER PURCHASE – VERTICAL PUMP FOR THE RIVER ROAD WATER RECLAMATION PLANT:  
(Contact: Jonathan, Gresham, Director of Utilities)  
Odessa Pumps and Equipment -- \$156,785.00  
This item is to consider the award for a replacement of a High Service Pump (T-6) at the River Road Reclamation Plant. This is one of three pumps that

supply reclaimed water to Xcel's Nichols Power Station. The life expectancy of these pumps is 10 years. This pump was installed in 2003 and last rebuilt in 2013. Replacement is due to normal wear.

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

### **NON-CONSENT ITEMS**

**ITEM 3A:** Mayor Pro Tem Hays presented a resolution considering the dedication and acceptance of common areas with improvements within the Colonies Public Improvement District. This item was presented by Kelley Shaw, Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be passed:

#### RESOLUTION NO. 03-05-19-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ACCEPTING THE DEDICATION TO THE CITY OF AMARILLO CERTAIN COMMON AREAS AND CAPITAL IMPROVEMENTS THEREIN WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT; ACKNOWLEDGING SUCH COMMON AREAS DEEDED TO THE CITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**ITEM 3B:** Mayor Pro Tem Hays presented a resolution authorizing the application to the U.S. Department of Transportation Bus and Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) and to the Texas Department of Transportation (TxDOT) for Transportation Development Credits. The FY18/19 grant application is for federal funding in the amount of \$359,122.00 and for TxDOT credits in the amount of \$71,824.40. Grant funds will be used to purchase new transit buses and supplement transit infrastructure improvements. This item was presented by Chris Quigley, Assistant Transit Director. Mayor Pro Tem Hays opened a public hearing. There were no comments and the public hearing was closed. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned resolution be passed:

#### RESOLUTION NO. 03-05-19-2

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE FILING OF A GRANT APPLICATION AUTHORIZING WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR FISCAL YEAR 2018 SMALL URBAN BUS AND BUS FACILITIES 5339 PROGRAM GRANT.

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

**ITEM 3C:** Mayor Pro Tem Hays presented an item that accepts a petition requesting an annexation of land into the corporate limits of the City of Amarillo, directs the Planning and Development Services Department to prepare a service plan, and sets the date, time, and place of two public hearings (March 26, 2019 and April 2, 2019) as required by State Law. (Vicinity: Hollywood Road and Soncy Road/Loop 335, 329 acres in Sections 65 and 66, Block 9, BS&F Survey, Randall County, Texas for a new elementary school for Canyon Independent School District.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services Department. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be passed:

#### RESOLUTION NO. 03-05-19-3

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF AMARILLO SETTING A DATE, TIME AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF AMARILLO, TEXAS; AUTHORIZING AND DIRECTING THE CITY

SECRETARY TO PUBLISH NOTICES OF SUCH PUBLIC HEARINGS;  
PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE;  
AND PROVIDING FOR AN EFFECTIVE DATE.

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

ITEM 3D: Mr. McWilliams advised at 1:25 p.m. that the City Council would convene in  
Executive Session per Texas Government Code: 1) Section 551.072 - Discuss the  
purchase, exchange, lease, sell, or value of real property and public discussion of such  
would not be in the best interests of the City's bargaining position: (a) Discuss properties  
located in the N.E. quadrant of the Downtown Business District.

Mr. McWilliams announced that the Executive Session was adjourned at 1:47 p.m. and  
recessed the Regular Meeting.

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

\_\_\_\_\_  
Ginger Nelson, Mayor

DRAFT



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

### Agenda Caption

Consideration – Acceptance of Infectious Disease Surveillance (IDCU/SUR) Grant  
 Grant Amount : \$169,209 over two years  
 Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2021 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

### Agenda Item Summary

Contractor shall continue Infectious Disease Surveillance activities. These activities include epidemiologic surveillance, including both active and passive of notifiable conditions and unusual expressions of disease in Potter and Randall Counties, the jurisdiction of the Bi-City-County Public Health District.

### Requested Action

Accept grant award.

### Funding Summary

Funding provided by the Texas Department of State Health Services.

### Community Engagement Summary

In 2018, the communicable disease team investigated 2,069 laboratory reports resulting in the investigation of conditions such as salmonella, pertussis, hepatitis, Legionella, e. Coli, West Nile Virus, among many others. The team also investigates animal bite reports from AMW to assess the need for rabies post exposure prophylaxis.

### Staff Recommendation

Staff recommend acceptance of this grant.



**Department of State Health Services**

**FORM A: FACE PAGE**

*Proposal for Financial Assistance*

*This form requests basic information about the contractor and project, including contact information for the person authorized to sign the contract.*

<b>CONTRACTOR INFORMATION</b>	
1) LEGAL BUSINESS NAME: City of Amarillo – Amarillo Public Health	
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): <span style="float: right;">Check if address change <input type="checkbox"/></span> 1000 Martin Rd, Amarillo, TX 79107	
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): <span style="float: right;">Check if address change <input type="checkbox"/></span> PO Box 1971, Amarillo TX 79105-1971	
4) DUNS Number (9-digit) required if receiving federal funds: 065032807	
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or <span style="float: right;">17560004446014</span>	
6) TYPE OF ENTITY (check all that apply):	
<input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other Political Subdivision <input type="checkbox"/> State Agency <input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Nonprofit Organization* <input type="checkbox"/> For Profit Organization* <input type="checkbox"/> HUB Certified <input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Minority Organization <input type="checkbox"/> Faith Based (Nonprofit Org)
<input type="checkbox"/> Individual <input type="checkbox"/> Federally Qualified Health Centers <input type="checkbox"/> State Controlled Institution of Higher Learning <input type="checkbox"/> Hospital <input type="checkbox"/> Private <input type="checkbox"/> Other (specify):	
7) PROPOSED BUDGET PERIOD: <span style="margin-left: 100px;">Start Date: <b>Sept 1, 2019</b></span> <span style="margin-left: 100px;">End Date: <b>Aug 31, 2021</b></span>	
8) COUNTIES SERVED BY PROJECT: Potter and Randall	
9) AMOUNT OF FUNDING REQUESTED: \$175,127	11) PROJECT CONTACT PERSON
10) PROJECTED EXPENDITURES Does the contractor's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for contractor's <u>current fiscal year</u> (excluding amount requested in line 9 above)? **  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  <small>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</small>	Name: Casie Stoughton Phone: 806.378.6320 Fax: 806.378.6307 Email: <b>casie.stoughton@amarillo.gov</b>
12) FINANCIAL OFFICER	
Name: Michelle Bonner Phone: 806.378.4209 Fax: 806.378.9394 Email: <b>michelle.bonner@amarillo.gov</b>	
13) PERSON AUTHORIZED TO SIGN CONTRACT <span style="float: right;">Check if change <input type="checkbox"/></span>	
Name: Kevin Starbuck Title: Assistant City Manager Phone: 806-378-3077 Fax: Email: <b>Kevin.starbuck@amarillo.gov</b>	

## FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the contractor and the proposed project with the Department of State Health Services (DSHS). Please follow the instructions below to complete the face page form and return with the contractor's budget.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the contractor.
- 2) **MAILING ADDRESS INFORMATION** - Enter the contractor's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with contractor to receive payment for services rendered by contractor and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the contractor. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving ANY federal funds and can be obtained at: <http://fedgov.dnb.com/webform>
- 5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit).
- 6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at [https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS\\_Guide\\_0409.pdf](https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf) and check all other boxes that describe the entity.

Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)

State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii

Institutions of higher education as defined by §61.003 of the Education Code.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal.
- 8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.
- 10) **PROJECTED EXPENDITURES** - If contractor's projected federal expenditures exceed \$500,000 or its projected state expenditures exceed \$500,000 for contractor's current fiscal year, contractor must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **PERSON AUTHORIZED TO SIGN CONTRACT** - Enter the name, title, phone, fax, and email address of the person authorized to sign the contract. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

**General Instructions for Completing Budget Forms**  
**DSHS Costs Only Budgeted on Detail Category Pages**

*(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :  
<http://www.dshs.state.tx.us/grants/forms.shtm>*

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I -Budget Summary; doing so will populate the budget category detail templates with your organizations name.
- \* Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.
- \* After you have completed each budget category detail form, go to Form I-Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.
- \* Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.
- \* Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the DSHS Contractors Financial Procedures Manual located at the following web site:  
<http://www.dshs.state.tx.us/contracts/>



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

**Agenda Caption**

Acceptance – HIV Prevention Grant Amendment  
Grant Amount : \$210,250  
Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from January 1, 2019 thru December 31, 2019 to continue funding for the HIV Prevention Program in the public health department.

**Agenda Item Summary**

Contractor shall continue HIV Prevention activities. These activities include targeted testing for HIV and Syphilis, linkage to medical care for persons identified to be HIV positive, condom distribution, and risk reduction education.

**Requested Action**

Accept grant award.

**Funding Summary**

Funding provided by the Texas Department of State Health Services.

**Community Engagement Summary**

In 2018 2,250 HIV tests provided to the community. Over 75,000 condoms distributed. Linkage to care and risk reduction counseling provided.

**Staff Recommendation**

Staff recommend acceptance of this grant amendment.

**Department of State Health Services  
FORM A FACE PAGE**

**CONTRACTOR INFORMATION**

<b>1) LEGAL BUSINESS NAME:</b> City of Amarillo Department of Public Health																			
<b>2) MAILING Address Information</b> (include mailing address, street, city, county, state and 9-digit zip code): 1000 Martin Rd Amarillo, TX 79107	<b>Check if address change</b> <input type="checkbox"/>																		
<b>3) PAYEE Name and Mailing Address, including 9-digit zip code</b> (if different from above): PO Box 1971 Amarillo, TX 79105-1971	<b>Check if address change</b> <input type="checkbox"/>																		
<b>4) DUNS Number (9-digit) required if receiving federal funds:</b> 065032807																			
<b>5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):</b> 17560004446014 <small>*The Contractor acknowledges, understands and agrees that the Contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</small>																			
<b>6) TYPE OF ENTITY</b> (check all that apply): <table style="width:100%; border:none;"> <tr> <td><input checked="" type="checkbox"/> City</td> <td><input type="checkbox"/> Nonprofit Organization*</td> <td><input type="checkbox"/> Individual</td> </tr> <tr> <td><input type="checkbox"/> County</td> <td><input type="checkbox"/> For Profit Organization*</td> <td><input type="checkbox"/> Federally Qualified Health Centers</td> </tr> <tr> <td><input type="checkbox"/> Other Political Subdivision</td> <td><input type="checkbox"/> HUB Certified</td> <td><input type="checkbox"/> State Controlled Institution of Higher Learning</td> </tr> <tr> <td><input type="checkbox"/> State Agency</td> <td><input type="checkbox"/> Community-Based Organization</td> <td><input type="checkbox"/> Hospital</td> </tr> <tr> <td><input type="checkbox"/> Indian Tribe</td> <td><input type="checkbox"/> Minority Organization</td> <td><input type="checkbox"/> Private</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Faith Based (Nonprofit Org)</td> <td><input type="checkbox"/> Other (specify): _____</td> </tr> </table> <small>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</small>		<input checked="" type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> Federally Qualified Health Centers	<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning	<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private		<input type="checkbox"/> Faith Based (Nonprofit Org)	<input type="checkbox"/> Other (specify): _____
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	<input type="checkbox"/> Faith Based (Nonprofit Org)	<input type="checkbox"/> Other (specify): _____																	
<b>7) PROPOSED BUDGET PERIOD:</b> <b>Start Date:</b> 01/01/2019 <b>End Date:</b> 12/31/2019																			
<b>8) COUNTIES SERVED BY PROJECT:</b> Potter and Randall Counties																			
<b>9) AMOUNT OF FUNDING REQUESTED:</b> \$210,250	<b>11) PROJECT CONTACT PERSON</b> Name: Casie Stoughton Phone: 806-378-6320 Fax: 806-378-6307 Email: Casie.stoughton@amarillo.gov																		
<b>10) PROJECTED EXPENDITURES</b> Does Contractor's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for Contractor's <u>current fiscal year</u> (excluding amount requested in line 9 above)? **  Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  <small>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</small>	<b>12) FINANCIAL OFFICER</b> Name: Michelle Bonner Phone: 806-378-4209 Fax: Email: Michelle.bonner@amarillo.gov																		
<b>13) AUTHORIZED REPRESENTATIVE</b> <b>Check if change</b> <input type="checkbox"/> Name: Kevin Starbuck Title: Assistant City Manager Phone: 806-378-3077 Fax: 806-378-9394 Email: Kevin.starbuck@amarillo.gov	<b>14) SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>  <b>15) DATE</b>																		

## FORM A-1 CONTACT PERSON INFORMATION

**Legal Business Name of Contractor:**

City of Amarillo Department of Public Health

*This form provides information about the appropriate contacts in the Contractor's organization in addition to those on FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the **Contract Management Unit**.*

<p><b>Contact:</b> <u>Joe Mike Briseno</u></p> <p><b>Title:</b> <u>Clinic Manager</u></p> <p><b>Phone:</b> <u>8063786322</u> Ext. _____</p> <p><b>Fax:</b> <u>8063786307</u></p> <p><b>Email:</b> <u>Joemike.briseno@amarillo.gov</u></p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p><u>1000 Martin Rd</u></p> <p><u>Amarillo, TX</u></p> <p><u>79107</u></p> <p><u>Potter County</u></p>
<b>Designated Emergency Contact (required)</b>	
<p><b>Contact:</b> <u>Casie Stoughton</u></p> <p><b>Title:</b> <u>Director</u></p> <p><b>Phone:</b> <u>8063786320</u> Ext. _____</p> <p><b>Fax:</b> <u>8063786307</u></p> <p><b>Email:</b> <u>Casie.stoughton@amarillo.gov</u></p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p><u>1000 Martin Rd</u></p> <p><u>Amarillo, TX</u></p> <p><u>79107</u></p> <p><u>Potter County</u></p>
<b>Executive Director / CEO (required)</b>	
<p><b>Contact:</b> <u>Andrea Kubitscheck</u></p> <p><b>Title:</b> <u>STD/HIV Program Manager</u></p> <p><b>Phone:</b> <u>8063786329</u> Ext. _____</p> <p><b>Fax:</b> <u>8063786308</u></p> <p><b>Email:</b> <u>andrea.kubitscheck@amarillo.gov</u></p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p><u>1000 Martin Rd</u></p> <p><u>Amarillo, TX</u></p> <p><u>79107</u></p> <p><u>Potter County</u></p>
<b>Project Manager / Coordinator (required)</b>	
<p><b>Contact:</b> <u>Carol Hill</u></p> <p><b>Title:</b> <u>Assistant Director</u></p> <p><b>Phone:</b> <u>8063786327</u> Ext. _____</p> <p><b>Fax:</b> <u>8063786307</u></p> <p><b>Email:</b> <u>Carol.hill@amarillo.gov</u></p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p><u>1000 Martin Rd</u></p> <p><u>Amarillo, TX</u></p> <p><u>79107</u></p> <p><u>Potter County</u></p>
<b>Secondary Contact Person (required – must not be same as Project Manager / Coordinator)</b>	
<i>This person will be contacted as the backup to the Project Manager / Coordinator for programmatic questions.</i>	
<p><b>Contact:</b> <u>Matthew Poston</u></p> <p><b>Title:</b> <u>Grants Manager</u></p> <p><b>Phone:</b> <u>8063786309</u> Ext. _____</p> <p><b>Fax:</b> <u>8063783039</u></p> <p><b>Email:</b> <u>Matthew.poston@amarillo.gov</u></p>	<p><b>Mailing Address (incl. street, city, county, state, &amp; zip):</b></p> <p><u>PO Box 1971</u></p> <p><u>Amarillo, TX</u></p> <p><u>79105</u></p> <p><u>Potter County</u></p>

## FORM A FACE PAGE INSTRUCTIONS

This form provides basic information about the Contractor and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the Contractor.
- 2) **MAILING ADDRESS INFORMATION** - Enter the Contractor's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with Contractor to receive payment for services rendered by Contractor and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the Contractor. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: <http://fedgov.dnb.com/webform>
- 5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). \*The Contractor acknowledges, understands and agrees the Contractor's choice to use a social security number as its vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at [https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS\\_Guide\\_0409.pdf](https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf) and check all other boxes that describe the entity.  
  
Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)  
State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii  
Institutions of higher education as defined by §61.003 of the Education Code.  
MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.  
If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
- 7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.
- 8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities (not including possible amendments). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.
- 10) **PROJECTED EXPENDITURES** - If Contractor's projected federal expenditures exceed \$500,000 or its projected state expenditures exceed \$500,000 for Contractor's current fiscal year, Contractor must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Contractor. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Contractor must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

### Agenda Caption

Consider – Immunization Grant

Grant Amount : \$261,049

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2020 to continue funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

### Agenda Item Summary

Contractor shall continue vaccine-preventable disease prevention and control activities including vaccine education and outreach, immunization registry activities, school/childcare audits, TVFC provider support/management, and direct immunization services.

### Requested Action

Accept grant award.

### Funding Summary

Funding provided by the Texas Department of State Health Services.

### Community Engagement Summary

Through this funding, the immunization team gave almost 19,000 doses of vaccine in 2018. The team also provides daycare and school audits of immunization records and management of the TVFC program.

### Staff Recommendation

Staff recommend acceptance of this grant.



**InterLocal Application  
For  
Immunization Program Funds  
Fiscal Year 2020**

**[www.ImmunizeTexas.com](http://www.ImmunizeTexas.com)**

**Issue date: 1/08/2019**

**Due date: 1/22/2019**

Immunization Unit  
P.O. Box 149347  
Austin, Texas 78714-9347

## I. INTRODUCTION

The Department of State Health Services (DSHS) Immunization Unit announces the expected availability of Fiscal Year (FY) 2020 general revenue and federal funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

This Inter-Local Application (ILA) contains the requirements that all applicants shall meet to be considered for funding. Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this ILA.

**Please submit the completed renewal application electronically no later than January 22, 2019 to [DSHSImmuneContracts@dshs.texas.gov](mailto:DSHSImmuneContracts@dshs.texas.gov) and Tray Kirkpatrick at [tray.kirkpatrick@dshs.texas.gov](mailto:tray.kirkpatrick@dshs.texas.gov).**

The renewal application includes a form for Indirect Costs (I-7) within the budget template. DSHS Contract Oversight and Support (COS), the section that conducts fiscal audits of contractors, strongly urges that indirect costs be included. Please note that DSHS Immunization Unit has a cap on indirect costs. The total cost that may be funded under this renewal application may not be more than 10% of the personnel costs listed on Form I-1.

## II. APPLICATION POINT OF CONTACT

For purposes of addressing questions concerning this Application, the contact is **Tray Kirkpatrick** of the Contract Management Section. Communications concerning this Application may be addressed by email or fax to:

**Phone and Fax Numbers:**

512.776.3448

512.776.7391 fax

**CMS Contact Email:**

[tray.kirkpatrick@dshs.texas.gov](mailto:tray.kirkpatrick@dshs.texas.gov)

### **III. TABLE OF CONTENTS**

**THE APPLICATION SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED AND ARRANGED IN THE FOLLOWING ORDER:**

- Form A. Face Page - Application for Financial Assistance
- Form A-1. Texas Counties and Regions List (see separate file)
- Form B. Table of Contents and Checklist
- Form C. Contact Person Information (last block is for emergency contact)
- Form C-1 Program Contract Information
- Form D. Job Descriptions (if applicable)
- Form E. Program Income Spending Plan
  
- Form I. Budget (see separate file)
- Appendix B. Copy of Approved Indirect Rate (if applicable)

**Department of State Health Services  
FORM A: FACE PAGE**

CONTRACTOR INFORMATION	
1) LEGAL BUSINESS NAME: City of Amarillo	
2) MAILING Address Information: Include mailing address, street, city, county, state, and zip code): 1000 Martin Rd, Amarillo, TX 79107	
Check if address change <input type="checkbox"/>	
3) PAYEE Name and Mailing Address (if different from above): PO Box 1971, Amarillo, TX 79105	
Check if address change <input type="checkbox"/>	
4) DUNS Number (9 digit) required if receiving American Recovery and Reinvestment Act of 2009 (ARRA) funds: 065032807	
5) Federal Tax ID no. (9 digit), State of Texas Comptroller Vendor ID No. and Mail Code 175600004446014	
<i>*The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</i>	
6) TYPE OF ENTITY (check all that apply):	
<input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other Political Subdivision <input type="checkbox"/> State Agency <input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Nonprofit Organization * <input type="checkbox"/> For Profit Organization** <input type="checkbox"/> HUB Certified <input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Minority Organization
	<input type="checkbox"/> Faith Based (nonprofit Org) <input type="checkbox"/> Individual <input type="checkbox"/> Federally Qualified Health Centers <input type="checkbox"/> State Controlled Institution of Higher Learning
	<input type="checkbox"/> Hospital <input type="checkbox"/> Private <input type="checkbox"/> Other (specify):
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>	
7) PROPOSED BUDGET PERIOD: Start Date: September 1, 2019 End Date: August 31, 2020	
8) COUNTIES SERVED BY PROJECT: Potter and Randall	
9) AMOUNT OF FUNDING REQUESTED: \$261,049	11) PROJECT CONTACT PERSON
10) PROJECTED EXPENDITURES Does contractor's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for contractors current fiscal year (excluding amount requested in line 9 above)?**  Yes X No <input type="checkbox"/>  <i>**Projected expenditures should include anticipated expenditures under all Federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable</i>	Name Casie Stoughton Phone: 806-378-6320 Fax: 806-378-6307 Email: <a href="mailto:casie.stoughton@amarillo.gov">casie.stoughton@amarillo.gov</a>
	12) FINANCIAL OFFICER  Name: Michelle Bonner Phone: 806-378-4209 Fax: 806-378-9394 Email: <a href="mailto:michelle.bonner@amarillo.gov">michelle.bonner@amarillo.gov</a>
The facts affirmed by me in this proposal are truthful and I warrant the contractor is in compliance with assurances and certifications contained in APPENDIX A: DSHS Assurances and Certification. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract.	
13) AUTHORIZED SIGNATORY (DocuSign) Check if change <input type="checkbox"/>	
Name: Kevin Starbuck Title: Assistant City Manager Phone: 806-378-3077 Fax: 806-378-9394 Email: <a href="mailto:kevin.starbuck@amarillo.gov">kevin.starbuck@amarillo.gov</a>	

## FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the contractor and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the renewal and is required to be completed. Signature affirms the facts contained in the contractor's response are truthful and the contractor is in compliance with the assurances and certifications contained in **APPENDIX A: DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the contractor's renewal application.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the contractor.
- 2) **MAILING ADDRESS INFORMATION** - Enter the contractor's complete physical address and mailing address, city, county, state, and zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with contractor to receive payment for services rendered by contractor and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the contractor. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **DUNS Number** – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number or Central Contractor Registration number plus 4 digit extended DUNS number. This number is required if receiving **ANY** American Recovery and Reinvestment Act (ARRA) funds and can be obtained at: <http://fedgov.dnb.com/webform>
- 5) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). \*The contractor acknowledges, understands and agrees the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 6) **TYPE OF ENTITY** - Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> or [http://www.sos.state.tx.us/corp/nonprofit\\_org.shtml](http://www.sos.state.tx.us/corp/nonprofit_org.shtml) and/or the Texas State Comptroller at [https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS\\_Guide\\_0409.pdf](https://fmxcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf) and check all other boxes that describe the entity.  
  
Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)  
State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii  
Institutions of higher education as defined by §61.003 of the Education Code.  
MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.  
If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.
- 7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is 09/01/2019 – 08/31/2020.
- 8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.
- 10) **PROJECTED EXPENDITURES** - If contractor's projected federal expenditures exceed \$500,000 or its projected state expenditures exceed \$500,000 for contractor's current fiscal year, contractor must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the contractor. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the contractor must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

### Agenda Caption

Consider – Public Health Emergency Preparedness Grant  
 Grant Amount : \$248,133  
 Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from July 1, 2019 thru June 30, 2020 to continue funding to provide all hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.

### Agenda Item Summary

Contractor shall continue hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.

### Requested Action

Accept grant award.

### Funding Summary

Funding provided by the Texas Department of State Health Services.

### Community Engagement Summary

In 2018, the PHEP team has increased the number of community members covered under closed PODS and have exercised a full scale deployment of the SNS, a POD, and a radiation exposure in collaboration with Pantex, OEM, and first responders.

### Staff Recommendation

Staff recommend acceptance of this grant.



**FY2020  
HAZARDS**

**Applicant Information**

**Legal Name of Applicant Agency:  
Mailing Address:**

City of Amarillo

Street / PO Box: 1000 Martin Road  
City: Amarillo TX  
Zip: 79107

**Payee Name:**

City of Amarillo

**Payee Mailing Address:**

Street / PO Box: PO Box 1971  
City: Amarillo  
Zip: 79105

**State of Texas Comptroller Vendor ID #** (9 digit + 3 digit mail code):  
**DUNS #** (9 digits required for subrecipient contractors):

17560004446014  
65032807

**Type of Entity (Choose one)**

City:  Click on appropriate box  
County:   
Other Political Subdivision:

**Project Period**

Start Date: 7/1/2019  
End Date: 6/30/2020

**Counties Served**

County(ies) Served:

Potter and Randall

**Amount of Funding Allocated:**

\$248,133.00

CONTACT PERSON INFORMATION

Legal Business Name: City of Amarillo

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO Casie Stoughton
Phone: 806-378-6320 Ext:
Fax: 806-378-6307
E-mail: casie.stoughton@amarillo.gov

Mailing Address (street, city, county, state, & zip):
1000 Martin Rd, Amarillo TX 79107

B-13/FSR Rep: Matt Poston
Phone: 806-378-6309 Ext:
Fax: 806-378-3039
E-mail: matt.polson@amarillo.gov

Mailing Address (street, city, county, state, & zip):
PO Box 1971, Amarillo TX 79105

PHEP (HAZARDS) Program Leader: Mark Price
Phone: 378-6336 Ext:
Fax: 806-378-6307
E-mail: mark.price@amarillo.gov

Mailing Address (street, city, county, state, & zip):
1000 Martin Rd, Amarillo TX 79107

SNS (CRI) Coordinator: Terry Herndon
Phone: 806-378-6333 Ext:
Fax: 806-378-6307
E-mail: terry.herndon@amarillo.gov

Mailing Address (street, city, county, state, & zip):
1000 Martin Rd, Amarillo TX 79107

Authorized Signatory for DocuSign Kevin Starbuck
Phone: 806-378-3077 Ext:
Fax: 806-378-9394
E-mail: kevin.starbuck@amarillo.gov

Mailing Address (street, city, county, state, & zip):

Additional Authorized Signatory for DocuSign only if applicable (FFATA, Certs, etc) Michelle Bonner
Phone: 806-378-4209 Ext:
Fax: 806-378-9394
E-mail: michelle.bonner@amarillo.gov

DocuSign "CC" Person Casie Stoughton
Phone: 806-378-6320 Ext:
Fax: 806-378-6307
E-mail: casie.stoughton@amarillo.gov

Emergency Contact Casie Stoughton
Cell Phone: 806-231-7623 Ext:
Fax: 806-378-6307
E-mail: casie.stoughton@amarillo.gov

Mailing Address (street, city, county, state, & zip):
1000 Martin Rd, Amarillo TX 79107



2F



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

### Agenda Caption

Consideration – Acceptance of RLSS-Local Public Health Services Grant  
 Grant Amount : \$223,488 over two years  
 Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2021 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

### Agenda Item Summary

Contractor shall continue the RLSS-Regional and Local Services Grant. This grant provides for an STD Nurse, Disease Intervention Specialist, and Administrative Support Clerk for the sexually transmitted disease program.

### Requested Action

Accept grant award.

### Funding Summary

Funding provided by the Texas Department of State Health Services.

### Community Engagement Summary

In 2018, the STD Team tested 1,550 patients through the STD clinic. Patients testing positive for an STD receive partner elicitation services to confidentially test and treat partners, as a tool to reduce STDs in our community.

### Staff Recommendation

Staff recommend acceptance of this grant.



**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

## FY 20/21 Request for Local Public Health Services Funds (LPHS)

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### Contents

- 1) Form A – Face Page
- 2) Contact Information Form
- 3) Project Service Delivery Plan
- 4) Template – FY20/21 LPHS Project Service Delivery Plan/Quarterly and Final Performance Report (*Please note: New instructions for this report*)

**Contract documents are due to DSHS on or before  
February 28 2019 by COB @ via email to  
[LocalPHTeam@dshs.texas.gov](mailto:LocalPHTeam@dshs.texas.gov)**

**Please reference your entity's name in the subject line of your email.  
(*Example: [Entity's Name, FY20/21 RLSS/LPHS]*)**

Please contact your contract manager at (512) 776-2181 for assistance in completing the  
FY20/21 RLSS/LPHS contract documents.



**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

## FY 20/21 Local Public Health Services FORM A - FACE PAGE

**RESPONDENT INFORMATION**

1) **LEGAL NAME:** Amarillo Public Health

2) **MAILING Address Information** (include mailing address, street, city, county, state and zip code):  
  
1000 Martin Rd  
Amarillo, TX 79107

3) **PAYEE Mailing Address** (if different from above):  
  
PO Box 1971  
Amarillo, TX 79105

4) **Federal Tax ID No.** (9 digit), **State of Texas Comptroller Vendor ID No.** (14 digit) or if 17560004446014  
an individual, **Social Security Number** (9 digit) :  
*\*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*

5) **TYPE OF ENTITY** (check all that apply):

<input checked="" type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual
<input type="checkbox"/> Regions/Countries/LHD	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private
	<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____

*\*If incorporated, provide 10-digit charter number assigned by Secretary of State:*

6) **COUNTIES OR REGION SERVED BY PROJECT:** Potter and Randall Counties  
See attached County/Region list.

<b>7) PROJECT CONTACT PERSON</b>	<b>CHECK FUNDING APPLYING FOR:</b>
Name: Casie Stoughton Phone: 806.378.6320 Fax: 806.378.6307 E-mail: casie.stoughton@amarillo.gov	<input type="checkbox"/> LPHS \$ 223,488

The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in **FORM E**, and will provide services in accordance with **25 Texas Administrative Code, §§37.51-37.65**. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

<b>8) AUTHORIZED REPRESENTATIVE</b> <i>(Person authorized to sign Contract)</i>  Name: Kevin Starbuck Title: Assistant City Manager Phone: 806-378-3077 Fax: 806-378-9394 E-mail: Kevin.starbuck@amarillo.gov	<b>9) DATE</b>
--	----------------

## GENERAL INSTRUCTIONS FOR THE FACE PAGE

This form provides basic information about the applicant and the proposed project with the Department of State Health Services (DSHS), including the name of the authorized representative. It is the cover page of the proposal and is required to be completed. **DSHS Assurances and Certifications** and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the applicant's proposal.

- 1) **LEGAL NAME** - Enter the legal name of the applicant.
- 2) **MAILING ADDRESS INFORMATION** - Enter the applicant's complete street and mailing address, city, county, state, and zip code.
- 3) **PAYEE MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with applicant to receive payment for services rendered by applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). \*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 5) **TYPE OF ENTITY** - The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.

HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Texas Building and Procurement Commission or another entity.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 6) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties or region to be served by the project.
- 7) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and e-mail address of the person responsible for the proposed project.
- 8) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the applicant and authorized to sign contract. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 9) **DATE** - Enter the date this form is completed.



**TEXAS**  
Health and Human  
Services

**Texas Department of State  
Health Services**

# FY 20/21 Local Public Health Services

Division for Regional and Local Health Services

Program Contact Information

Contract Term: September 1, 2019 through August 31, 2021

Legal Name of  
Applicant:

City of Amarillo - Amarillo Public Health

This form provides information about appropriate program contacts in the applicant's organization. If any of the contact information changes during the term of the contract, please send written notification to the Regional and Local Health Service & Compliance Branch, Mail Code 1990, P.O. Box 149347, Austin, TX 78714 or email to [LocalPHTeam@dshs.state.tx.us](mailto:LocalPHTeam@dshs.state.tx.us).

## Director

Contact: Casie Stoughton

Title: Director

Phone: 806.378.6320

Fax: 806.378.6307

E-mail: [casie.stoughton@amarillo.gov](mailto:casie.stoughton@amarillo.gov)

Mailing Address (street, city, county, state, & zip):

1000 Martin Rd

Amarillo, TX 79107

## Financial Manager

Contact: Michelle Bonner

Title: Finance Director

Phone: 806.378.4209

Fax:

E-mail: [Michelle.bonner@amarillo.gov](mailto:Michelle.bonner@amarillo.gov)

Mailing Address (street, city, county, state, & zip):

PO Box 1971

Amarillo, TX 79105

## Contract Coordinator

Contact: Nancy Arjon

Title: Grants Manager

Phone: 806-378-5223

Fax: 806.378.3039

E-mail: [Nancy.arjon@amarillo.gov](mailto:Nancy.arjon@amarillo.gov)

Mailing Address (street, city, county, state, & zip):

PO Box 1971

Amarillo, TX 79105

## Additional Staff

Contact: Andrea Kubitscheck

Title: STD/HIV Program Manager

Phone: 806.378.6329

Fax: 806.378.6308

E-mail: [andrea.kubitscheck@amarillo.gov](mailto:andrea.kubitscheck@amarillo.gov)

Mailing Address (street, city, county, state, & zip):

1000 Martin Rd

Amarillo, TX 79107

## Additional Staff

Contact: Carol Hill

Title: Assistant Director

Phone: 806-378-6327

Fax: 806-378-6307

E-mail: [Carol.hill@amarillo.gov](mailto:Carol.hill@amarillo.gov)

Mailing Address (street, city, county, state, & zip):

1000 Martin Rd

Amarillo, TX 79107

# FY 20/21 Request for Local Public Health Services Funds Project Service Delivery Plan

Texas Department of State Health Services

## Local Health Department: Amarillo Public Health

Contract Term: September 1, 2019 through August 31, 2021

*Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)*

**Public Health Issue:** *Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.*

1. High rates of sexually transmitted diseases in Potter and Randall Counties.
2. The communication of the Public Health Information and available services to local residents.
3. Patient interview and partner identification for patients with sexually transmitted diseases.

**Essential Public Health Service(s):** *List the EPHS(s) that will be provided or supported with LPHS Contract funds*

1. Monitor health status
2. Diagnose and investigate
3. Inform, educate, and empower
4. Mobilize partnerships
5. Develop policy and plans
6. Enforce laws and regulations
7. Link people to needed health services
8. Assure a competent workforce
9. Evaluate effectiveness

**Objective(s):** *List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)*

- 1.1 Provide contact investigation to persons reported to be infected with gonorrhea and/or chlamydia in Potter and Randall Counties with a partner index of at least 1 per interviewed case.
- 1.2 Interview 80% of Gonorrhea and Chlamydia cases within 7 days.
- 1.3 Provide contact investigations to persons reported to be infected with early syphilis and/or HIV in Potter and Randall Counties with a partner index of 2 and a cluster index of 1.
- 1.4 Interview 85% of early syphilis cases and newly diagnosed HIV cases within 3 days.
- 1.5 80% of initiated partners to gonorrhea and/or chlamydia will be presumptively treated, treated for an infection, or previously treated for the investigated infection.
- 1.6 Test 95% of all STD Clinic clients for syphilis and HIV during the initial visit.

**Performance Measure:** *List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.*

- 1.1 Utilize STD MIS Case Management Report to evaluate partner index for persons reported to be infected with gonorrhea and/or chlamydia.
- 1.2 Utilize STD MIS Case Management Report to evaluate if 80% of and Chlamydia cases were interviewed within 7 days.
- 1.3 Utilize STD MIS Case Management Report to evaluate partner index of 2 and cluster index of 1 for persons reported to be infected with early syphilis and/or HIV in Potter and Randall Counties.
- 1.4 Utilize STD MIS Case Management Report to evaluate if 85% of early syphilis cases and newly diagnosed HIV cases were interviewed within 3 days.
- 1.5 Utilize STD MIS Case Management Report to evaluate if 80% of initiated partners to gonorrhea and/or chlamydia were presumptively treated, treated for an infection, or previously treated for the investigated infection.
- 1.6 Utilize reported clinic numbers to evaluate if 95% of all STD Clinic clients were tested for syphilis and HIV during the initial visit.

<b>Activities</b> <i>List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.</i>	<b>Evaluation and Improvement Plan</b> <i>List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.</i>	<b>Deliverable</b> <i>Describe the tangible evidence that the activity was completed.</i>
<ol style="list-style-type: none"> <li>1.1 The STD Disease Intervention Specialist (DIS) will investigate cases of Gonorrhea and/or Chlamydia reported in Potter and Randall Counties and maintains a partner index of 1.</li> <li>1.2 The DIS will perform an original interview on 80% of assigned Chlamydia and gonorrhea cases within seven (7) days.</li> <li>1.3 The DIS will perform contact investigations on assigned early syphilis and HIV cases, and maintain a partner index of two (2) and a cluster index of one (1).</li> <li>1.4 The DIS will perform an original interview on 85% of assigned early syphilis and HIV cases</li> </ol>	<ol style="list-style-type: none"> <li>1.1 Utilize STD MIS Case Management Report to evaluate partner index for persons reported to be infected with gonorrhea and/or chlamydia.</li> <li>1.2 Utilize STD MIS Case Management Report to evaluate if 80% of and Chlamydia cases were interviewed within 7 days.</li> <li>1.3 Utilize STD MIS Case Management Report to evaluate partner index of 2 and cluster index of 1 for persons reported to be infected with early syphilis and/or HIV in Potter and Randall Counties.</li> <li>1.4 Utilize STD MIS Case Management Report to evaluate if 85% of early syphilis cases and newly diagnosed HIV cases were interviewed within 3 days.</li> <li>1.5 Utilize STD MIS Case Management Report to evaluate</li> </ol>	<ol style="list-style-type: none"> <li>1.1 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment.</li> <li>1.2 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment.</li> <li>1.3 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment.</li> <li>1.4 STM MIS Case Management Report will be obtained through</li> </ol>

<p>within three (3) days.</p> <p>1.5 The DIS will ensure that 80% of initiated sex partners to gonorrhea and Chlamydia cases will be given presumptive treatment, treated for a known infection, or have indication of previous treatment.</p> <p>1.6 95% of initial patients who are seen in the STD clinic will be tested for HIV and syphilis.</p>	<p>if 80% of initiated partners to gonorrhea and/or chlamydia were presumptively treated, treated for an infection, or previously treated for the investigated infection.</p> <p>1.6 Utilize reported clinic numbers to evaluate if 95% of all STD Clinic clients were tested for syphilis and HIV during the initial visit.</p>	<p>STD MIS and utilized to evaluate goal attainment.</p> <p>1.5 STM MIS Case Management Report will be obtained through STD MIS and utilized to evaluate goal attainment.</p> <p>Clinic numbers will be obtained from STD RNs and will be utilized to evaluate goal attainment</p>
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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

### Agenda Caption

Consider – Tuberculosis State Grant  
 Grant Amount : \$60,224  
 Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2019 thru August 31, 2020 to continue funding to prevent and control the transmission of active and latent tuberculosis.

### Agenda Item Summary

The public health department will continue tuberculosis prevention and control activities including screening, testing, treatment, management of active cases and contacts, and community education.

### Requested Action

Accept grant award.

### Funding Summary

This grant is provided by the Texas Department of State Health Services, 20% match provided by the public health department.

### Community Engagement Summary

Patients seen through the Public Health Department are tested and treated for both active and latent tuberculosis.

### Staff Recommendation

Staff recommend acceptance of this grant.

## FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: City of Amarillo

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (Match) (5)	Other Funds (6)
A. Personnel	\$37,927	\$31,608			\$6,321	
B. Fringe Benefits	\$16,851	\$14,043			\$2,808	
C. Travel	\$1,972	\$1,643			\$329	
D. Equipment	\$0	\$0			\$0	
E. Supplies	\$498	\$415			\$83	
F. Contractual	\$2,376	\$1,980			\$396	
G. Other	\$0	\$0			\$0	
H. Total Direct Costs	\$59,624	\$49,687	\$0	\$0	\$9,937	\$0
I. Indirect Costs	\$600	\$500			\$100	
J. Total (Sum of H and I)	\$60,224	\$50,187	\$0	\$0	\$10,037	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0

**NOTE: The "Total Budget" amount for each Budget Category will have to be populated among the funding sources. Enter amounts in whole dollars for (3), (4), & (6), if applicable. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
<b>Check Totals For:</b>	Personnel	\$37,927	\$37,927	Fringe Benefits	\$16,851	\$16,851
	Travel	\$1,972	\$1,972	Equipment	\$0	\$0
	Supplies	\$498	\$498	Contractual	\$2,376	\$2,376
	Other	\$0	\$0	Indirect Costs	\$600	\$600

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$60,224</b>	<b>Budget Total</b>	<b>\$60,224</b>
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\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

# FORM I: BUDGET SUMMARY INSTRUCTIONS

## DSHS Costs Only Budgeted on Detail Category Pages

An accurate budget plan is essential to achieve the performance measures and work plan set out in the narrative portion of the RFP. Be sure to refer to the appropriate sections in the RFP for program-specific allowable and unallowable costs. **On each detail category budget form, budget only those costs that you plan to bill to DSHS.** The total amounts budgeted on each detail budget category form will be automatically posted to the respective budget category on "Form I - Budget Summary" under column # 2 "DSHS Funds Requested". The amounts budgeted on each detail budget MATCH category form will be automatically posted to the respective budget category on "Form I - Budget Summary" under column # 5 "Local Funding (Match)". See individual "Detailed Budget Category Forms" for definitions of the cost that are to be budgeted in each category. Enter amount as whole dollars; round up.

**Column 1:** The total amount of funds budgeted from all funding sources for the DSHS project. The total of all funding sources (Columns 2 - 6) for each budget category will be automatically totaled. **Do not enter amounts in Column (1) except for the amount of Program Income.**

**Columns 2 - 6:** Enter the amount of funding to be provided by each funding source for each "Cost Category" in columns 3 - 6.

**Column 2:** DSHS funds requested. (automatically posted from each detail budget category form)

**Column 3:** Federal funds awarded directly to respondent to be used on the DSHS project.

**Column 4:** Funds awarded to respondent from other state agencies to be used on the DSHS project.

**Column 5:** Funds provided by local governments (city, county, hospital districts, etc) (**MATCH**)

**Column 6:** Funds from other sources. (respondents unrestricted funds including private foundations, donations, fundraising, etc)

**Program Income - Projected Earnings (line K):** Enter in Column 1 the total estimated the amount of program income that is expected to be generated during the budget period. The amount budgeted in column 1 should be the total program income that the project will generate. The proportionate share of program income will automatically allocate to each funding source based on the percentage of funding.

DEFINITION: Program income is defined as gross income directly generated through a contract supported activity or earned as a direct result of the contract agreement during the Program Attachment period. Refer to the instructions section below for examples of program income. In summary, program income is revenue generated by virtue of the existence of the program (activities funded under the DSHS Program Attachment).

Contractor must disburse (apply towards gross Program Attachment expenses) the DSHS share of program income before requesting reimbursement.

[For more information about program income, refer to the General Provisions and the DSHS's Contractor's Financial Procedures Manual available on the Internet at: http://www.dshs.state.tx.us/contracts/cfpm.shtm](http://www.dshs.state.tx.us/contracts/cfpm.shtm)

### Examples Of Program Income

- Fees for services performed in connection with and during the period of contract support;
- Tuition and fees when the course of instruction is developed, sponsored, and supported by DSHS contract;
- Sale of items fabricated or developed under the contract supported activity;
- Payments for contract supported services received from patients or third parties, such as Medicaid, Title XX, insurance companies;
- Lease or rental of items fabricated or developed under the contract supported activity; and
- Rights or royalty payments resulting from patents or copyrights developed or acquired by the contractor.

**Check Totals:** Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	3/12/2019	<b>Council Priority</b>	Infrastructure - Prop 2 Project
<b>Department</b>	Facilities		
<b>Contact</b>	Jerry Danforth		

**Agenda Caption**  
 Consider Award of Contract to Guernsey for Prop 2 project - Space Study for the City of Amarillo Service Center – Maintenance Facilities. To provide Architectural services per RFQ 05-17.

**Agenda Item Summary**  
 Space Study for the City of Amarillo Service Center – Maintenance Facilities. To provide Architectural services per RFQ 05-17. This proposal is broken into the following five tasks:

- Data gathering and Review \$ 4,000
- Site Investigation \$ 31,790
- Site and Floor Plan concepts \$ 11,630
- Report and ROM Cost Estimate (Draft and Final) \$ 25,230
- Report Review \$ 5,000

For a total of \$77,650

**Requested Action**  
 Award of Contract

**Funding Summary**  
 Job # 411191 Balance \$80,000

**Community Engagement Summary**  
 N/A

**Staff Recommendation**  
 Approval



February 7, 2019

**Jerry Danforth**

Director of Facilities & Capital Projects  
City of Amarillo  
823 S. Johnson St.  
Amarillo, TX 79105-1971

RE: Scope and Fee Proposal for Space Study for the City of Amarillo Service Center - Maintenance Facility

Dear Jerry,

Guernsey is pleased to submit this proposal for the design of the Space Study for the City of Amarillo Service Center - Maintenance Facilities. We will provide Architectural services per RFQ 05-17. This proposal is broken into the following five tasks:

- |  |           |
|--|-----------|
| • Data gathering and Review                      | \$ 4,000  |
| • Site Investigation                             | \$ 31,790 |
| • Site and Floor Plan concepts                   | \$ 11,630 |
| • Report and ROM Cost Estimate (Draft and Final) | \$ 25,230 |
| • Report Review                                  | \$ 5,000  |

The attached scope of services documents our understanding of the services to be provided by Guernsey per the RFP.

If you have any questions or need more information regarding this proposal, do not hesitate to contact me.

Sincerely,  
Guernsey

Justin Gallas, AIA  
Project Manager  
405.416.8123  
Justin.Gallas@guernsey.us

\_\_\_\_\_  
Accepted By Title

\_\_\_\_\_  
Signature Date

**REALIZE THE DIFFERENCE**

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

**guernsey.us**

## **Scope of Services**

### **Data Gathering and Review**

- Gather existing site plans, topo, and utility information
- Gather existing building plans
- Gather existing vehicle equipment list
- Review existing site plans, building plans, and vehicle equipment list
- Identify any missing elements

### **Site and Investigation**

- Hold 5 day on site charrette meetings with 15 separate user groups
  - Architects will be on site 5 days
  - Engineers will be on site 1 to 2 days
- Gather information on existing site condition
- Develop site and building programming requirements
  - Current and 10-year growth needs
- Validate equipment list and 10-year growth needs
- Develop sketches and notes of findings

### **Site and Floor Plan Concepts**

- Develop a series of concept Site concepts to support Master Plan
- Develop a series of block diagram floor plans to support Master Plan
- Coordinate and validate programming requirements with concepts

### **Report (Draft and Final)**

- Develop Formalized report to include:
  - Cover
  - Table of Contents
  - Executive Summary
  - Discipline narratives
    - Civil
    - Architectural
    - Structural
    - Mechanical/Plumbing
    - Electrical
    - Fire Protection
  - ROM Cost Estimate
    - Square foot cost based on 2019 RS Means and other similar project types
  - Attachments
    - Site Plans
    - Block Diagram floor plans
    - Vehicle and Equipment Lists
    - Confirmation Notices
    - Etc.

### **Review (Draft and Final)**

- Hold two site visits with City of Amarillo to present and review document
- All documents will be provided in PDF format

**REALIZE THE DIFFERENCE**

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

**guernsey.us**

### **Services Not Provided**

- Topographic Survey
- Geotechnical Investigation and Report
- Environmental Surveys, Testing, or Remediation, procedures
- Hazardous Materials Narrative
- Sustainability Documentation
- Landscape/Irrigation narratives
- In depth cost estimates
- Other Services Not Listed or Required in the RFP

### **Proposed Design Schedule**

Guernsey will work with the City of Amarillo to develop a design schedule approved by all parties.

### **Out of Scope Items**

There may be variations that deviate from this scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may be necessary. Any scope changes will be discussed and approved by the City of Amarillo prior to implementation. Guernsey will not accrue any out-of-scope charges without the express approval of the City.

**REALIZE THE DIFFERENCE**

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

**guernsey.us**

**TASK ORDER 001**  
**Space Study for the City of Amarillo Service Center – Maintenance Facilities**

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (GUERNSEY) and City of Amarillo, Texas (Client) dated January 28, 2019 and provides supplemental Schedules for Space Study for the City of Amarillo Service Center – Maintenance Facilities.

**SCHEDULE A – SCOPE OF SERVICES**

This Task Order includes only the following phases (see Article 1 of GUERNSEY's Master Agreement with Client):

See Attachment A

**SCHEDULE B – COMPENSATION**

See Attachment A

**SCHEDULE C – PAYMENT**

Invoicing will be submitted to Client monthly based on percentage of completion.

**SCHEDULE D – INSURANCE**

No Changes from Master Agreement

**SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION**

No Changes from Master Agreement

**SCHEDULE F – OTHER MODIFICATIONS**

No Changes from Master Agreement



GUERNSEY /City of Amarillo, Texas

The representative authorized to act on behalf of each party with respect to this Task Order are:

For Client: \_\_\_\_\_

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

For GUERNSEY: ~~Jason Cobb~~ Justin Galkas JTC

Title: ~~Senior V.P.~~ Project Manager

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of this 2/13/2019.

City of Amarillo, Texas

C. H. GUERNSEY & COMPANY

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

By: Justin Galkas

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

Title: Senior V.P.

**MASTER AGREEMENT FOR CONSULTING SERVICES BY TASK ORDERS**

THIS AGREEMENT made the 28 day of January, 2019, between City of Amarillo, Texas, hereinafter "Client," and C. H. Guernsey & Company, hereinafter "GUERNSEY."

GUERNSEY's services will be detailed in a duly executed Task Order for each Specific Project. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. Each Task Order will include schedules for the Scope of Services, Compensation, Payment, and any special project requirements.

**General Terms of Agreement:**

Article 1 ..... Services  
 Article 2 ..... Client's Responsibilities  
 Article 3 ..... Changes  
 Article 4 ..... Opinion of Probable Cost  
 Article 5 ..... Compensation and Payments  
 Article 6 ..... Termination  
 Article 7 ..... Disputes  
 Article 8 ..... Consequential Damages  
 Article 9 ..... Indemnity  
 Article 10 ..... Insurance  
 Article 11 ..... Miscellaneous Provisions

**Schedules:**

Schedule A ..... Scope of Services  
 Schedule B ..... Compensation  
 Schedule C ..... Payment  
 Schedule D ..... Insurance  
 Schedule E ..... Governing Law / Dispute Resolution  
 Schedule F ..... Other Modifications

**TERMS OF AGREEMENT**

The Client and GUERNSEY agree as follows:

**ARTICLE 1 - SERVICES**

- 1.1 This Agreement is not a commitment by Client to GUERNSEY to issue any Task Orders.
- 1.2 GUERNSEY shall not be obligated to perform any prospective Task Order unless and until Client and GUERNSEY agree on the particulars of the Specific Project, including the scope of GUERNSEY's services, time for performance, GUERNSEY's compensation, and all other appropriate matters.

- 1.3 The services provided by GUERNSEY, GUERNSEY's employees and GUERNSEY's consultants shall be enumerated in Schedule A of the Task Order. Services shall be performed as expeditiously as is consistent with professional skill and care. The services and their several phases will be performed in accordance with the schedule provided in the Task Order. The schedule shall make allowances for the Client's reviews, for performance by GUERNSEY's and the Client's other consultants and for approval of submissions by authorities having jurisdiction over the Specific Project. The schedule shall not be exceeded except for reasonable cause.
- 1.4 GUERNSEY's representative identified in the Task Order shall be authorized to act on GUERNSEY's behalf on the Specific Project. GUERNSEY shall be an independent contractor responsible for the means and manner of providing its services. GUERNSEY may subcontract portions of the services to others and shall provide Client with a list of subconsultants.
- 1.5 GUERNSEY shall maintain the confidentiality of information specifically designated in writing as confidential by the Client, except GUERNSEY may release information as required by legal or administrative process, is required to prevent significant harm to the public, or is required for GUERNSEY to establish a claim or defense in an adjudicatory proceeding.
- 1.6 The services shall be performed in accordance with the standard of due care, skill, technique, and learning prevailing in the professional engineering profession for services of the kind performed.

GUERNSEY shall review laws, codes and regulations applicable to the services and shall comply with requirements imposed by governmental authorities having jurisdiction over the Project.

- 1.7 When requested for a Specific Project, and provided in a Task Order, GUERNSEY shall provide the following Services
  - 1.7.1 Study Phase services as shown in Schedule A, and as modified and expanded in a Task Order.
  - 1.7.2 A Project Plan or Construction Documents defining the Work to be accomplished by a Contractor. The Project Plan or Construction Documents will consist, as appropriate, of drawings, maps, and specifications fixing the requirements for the Work. Preparation of the Project Plan or Construction Documents may include a Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, and a Construction or Contractor Work Phase in accordance with the Task Order requirements.
    - 1.7.2.1 Preliminary Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.
    - 1.7.2.2 Upon approval of the Preliminary Design, GUERNSEY shall provide the Final Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.
    - 1.7.2.3 Assist Client with taking bids or negotiating a contract for the Work by providing services as shown in Schedule A, and as modified and expanded in a Task Order.
    - 1.7.2.4 Construction or Contractor Work Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

**ARTICLE 2 –CLIENT’S RESPONSIBILITIES**

- 2.1 Client shall furnish GUERNSEY full information regarding requirements for and limitations on the Project.
- 2.2 When requested by GUERNSEY, Client shall furnish previous studies, surveys and legal descriptions of land (including locations of underground structures and utilities), records, drawings and specifications for buildings and the history of land use within and bordering the Project, or Client shall compensate GUERNSEY for the cost to obtain such information. GUERNSEY shall be entitled to rely on the accuracy and completeness of Client furnished information and services and information obtained from the public record. GUERNSEY shall provide prompt written notice to Client if GUERNSEY becomes aware of errors, omissions, or inconsistencies in Client’s data or services.
- 2.3 When required for the Project, Client shall authorize the services of testing laboratories, drilling contractors or excavators.
- 2.4 Client shall establish a budget for the Project and update the budget periodically.
- 2.5 The Client’s Representative designated in a Task Order shall be authorized to act on the Client’s behalf on the Project.
- 2.6 The Client shall give prompt written notice to GUERNSEY if Client becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in GUERNSEY’s services.
- 2.7 In the event Client does not own or lawfully control the Project site, Client warrants to GUERNSEY that it will obtain lawful permission from the Project site owner for a right-to-enter and occupy the Project site sufficiently broad in time and extent as needed by GUERNSEY, its employees, agents and subcontractors to provide the services. GUERNSEY agrees that its employees, agents and subcontractors shall comply with all

health and safety requirements of the Project site owner that are imposed in writing upon GUERNSEY as a condition of its right-to-enter and occupy the premises. Failure to provide the right to enter and occupy the premises shall entitle GUERNSEY to an equitable adjustment in the schedule and compensation.

**ARTICLE 3 – CHANGES**

- 3.1 The Client may order changes in the services in writing. GUERNSEY's compensation and the schedule shall be equitably adjusted.
- 3.2 GUERNSEY shall be entitled to an equitable adjustment in the schedule and compensation if any of the following occur:
  - 3.2.1 Change in or delay in the Client's instructions or approvals;
  - 3.2.2 Enactment or revision of codes, laws or regulations or a change in their official interpretation;
  - 3.2.3 Undisclosed or previously undiscovered health or safety hazards from pollutants or hazardous materials;
  - 3.2.4 Failure of Client's other consultants to perform;
  - 3.2.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or legal proceeding except where GUERNSEY is a party thereto.

**ARTICLE 4 – OPINION OF PROBABLE COST**

- 4.1 The estimated cost of the Work shall include the effort to accomplish the Work described in plans, drawings and specifications prepared by GUERNSEY. The estimated cost of the Work shall include reasonable contingencies but not GUERNSEY's Compensation.

- 4.2 GUERNSEY's opinions of probable Construction Cost are to be made on the basis of GUERNSEY's experience and qualifications and represent GUERNSEY's estimate as an experienced and qualified professional. However, because GUERNSEY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, GUERNSEY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by GUERNSEY.

**ARTICLE 5 - COMPENSATION AND PAYMENTS**

- 5.1 GUERNSEY's compensation shall be computed as provided in Schedule B of the Task Order.
- 5.2 For Additional Services, including changes, Client shall compensate GUERNSEY a lump sum agreed to in advance or shall compensate GUERNSEY for time expended at GUERNSEY's standard hourly rate table (attached) and for expenses incurred not to exceed a total sum without prior written approval from the Client.
- 5.3 Unless modified in Schedule C of the Task Order, Payment of GUERNSEY's monthly invoices shall be due and payable upon receipt. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.0% per month from said thirtieth day.

**ARTICLE 6 – TERMINATION**

- 6.1 Client may terminate this Agreement for Client's convenience upon seven (7) day's written notice to GUERNSEY's representative. GUERNSEY shall terminate all services as soon as feasible after receipt of notice and shall be compensated for services rendered and expenses incurred together with equitable charges for lease and rental termination and demobilization costs.

- 6.2 GUERNSEY may terminate this Agreement upon seven (7) days written notice to Client if the Client fails to make payments to GUERNSEY in accordance with this Agreement. At GUERNSEY's option, services may be suspended upon seven (7) days written notice to the Client. GUERNSEY shall have no liability for delay or damages caused by such suspension of services. Before resuming services, GUERNSEY shall be paid all sums due prior to the suspension.
- 6.3 The obligations under Articles 9, 10 and 11 shall survive termination of this Agreement.

**ARTICLE 7 – DISPUTES**

- 7.1 Any claim or dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any legal action. The parties shall endeavor to resolve claims and disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All proceedings at law or in equity shall be stayed for a period of 60 days pending mediation, or longer if mutually agreed.
- 7.2 If the parties do not resolve a dispute through mediation pursuant to Section 7.1, the method of binding dispute resolution shall be litigation in the Federal District Court for the Northern District of Texas, Amarillo, Texas, unless specified differently in Schedule E of the Task Order.

**ARTICLE 8 – CONSEQUENTIAL DAMAGES**

- 8.1 Client and GUERNSEY waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 6.

**ARTICLE 9 – RISK ALLOCATION**

- 9.1 GUERNSEY shall indemnify and hold Client harmless from and against all claims, demands, damages and expenses recoverable under applicable law on account of negligence for damage to property or persons, including injury or death, but only to the extent caused by GUERNSEY's negligent acts, errors or omissions or of persons or entities for whom GUERNSEY is legally responsible in performance of the services under this Agreement.
- 9.2 Client shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages, and expenses recoverable under applicable law on account of negligence for damage to property or persons, including injury or death, but only to the extent caused by Client's negligent acts, errors or omissions or of persons or entities for whom Client is legally responsible (except GUERNSEY) in the completion of the Specific Project.
- 9.3 In addition to the provisions of paragraph 9.2, it is acknowledged that GUERNSEY neither created nor contributed to any hazardous, radioactive, toxic irritant, pollutant or other dangerous substance or condition at the Project site, accordingly, Client agrees to defend and shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages and expenses on account of damage to property or persons, including injury or death, arising out of the aforesaid Project site conditions or allegations that they exist, except to the extent such damages and expenses were caused by GUERNSEY's negligent acts, errors or omissions.
- 9.4 Client shall provide or arrange for marking the locations of private utilities and subsurface structures. GUERNSEY shall take reasonable precautions to avoid damage to utilities and subsurface structures but shall not be responsible for damage thereto not called to GUERNSEY'S attention, not correctly marked (including by a utility location service), or shown incorrectly on

plans furnished to GUERNSEY or in the public record.

in an amount not less than \$1,000,000 combined.

9.5 The Client and GUERNSEY waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement or matters indemnified by either party.

10.1.5 Professional Liability in an amount not less than \$1,000,000 per claim and aggregate limit.

10.2 Before commencing the services, GUERNSEY shall furnish to Client, as Certificate Holder, a certificate of insurance in force providing that the policy shall be canceled by the insurer before 30 days prior written notice to Client.

#### ARTICLE 10 – INSURANCE

10.1 GUERNSEY will maintain the following minimum insurance coverage limits. In the event Client requires other insurance or other limits of liability, the Compensation shall be equitably adjusted for the additional cost made necessary by Client's requirements. Insurance requirements that exceed GUERNSEY's normal insurance coverage will be specified in Schedule D of the Task Order.

10.1.1 Workers' Compensation and Employer's Liability insurance (including occupational diseases) in accordance with the law of the state where the work is to be performed.

10.1.2 Comprehensive General Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include contractual liability coverage.

10.1.3 Comprehensive Automobile Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include all vehicles used in connection with the Agreement whether owned, unowned or hired.

10.1.4 Umbrella Coverages (in addition to subparagraphs (b) and (c) of this Article 10)

#### ARTICLE 11– MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of Texas, exclusive of the Texas conflict of laws provisions, unless otherwise specified in Schedule E of the Task Order.

11.2 To the extent damages are covered by property insurance, the Client and GUERNSEY waive all rights against each other and the officers, directors and employees of either. The insurance carriers of both parties shall waive subrogation to the extent of this paragraph 11.2.

11.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GUERNSEY.

11.4 GUERNSEY shall have the right to include photographic and other descriptions of the Project in GUERNSEY's promotional and professional materials. GUERNSEY shall not disclose the client's confidential or proprietary information if Client has previously advised GUERNSEY in writing that the information is confidential or proprietary.

11.5 Work produced by GUERNSEY, including reports, maps, plans, specifications, logs, data, notes, and calculations are Instruments of Service and shall remain GUERNSEY'S property, including all intellectual rights such as copyright. Upon payment of the fees herein, Client shall have a license to use the Instruments of Service for

completion and maintenance of the Project. In the event the parties agree to any other disposition of the ownership, GUERNSEY shall retain ownership of all technology, skill, processes, knowledge, and computer software developed or acquired by GUERNSEY or its Sub-Consultants to manipulate the data which comprises the Instruments of Service and all standard details, engineering concepts, techniques, engineering knowledge, technical know-how, and expertise embodied in the Instruments of Service by GUERNSEY shall be and remain the property of GUERNSEY or, as applicable, its' Sub-Consultants.

- 11.6 The Client and GUERNSEY, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party may assign this Agreement without the consent of the other which shall be not unreasonably withheld.

WHEREFORE, this Agreement entered into as of the day and year first written above.

CLIENT: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

C.H. GUERNSEY & COMPANY

  
\_\_\_\_\_  
(Signature)

Jason Cobb, Senior V.P.  
\_\_\_\_\_  
(Printed name and title)



**SCHEDULE A – SCOPE OF SERVICES**

Scope of Services are defined by individual Task Orders

- A.1 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Study Phase services:
  - A.1.1 Consult with Client to clarify and define client’s requirements and review the Client-furnished data;
  - A.1.2 Advise Client on the requirement for special services and data required from others and assist Client to obtain such data and services;
  - A.1.3 Prepare and provide GUERNSEY’s findings and recommendations;
  - A.1.4 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analysis of alternative solutions presented by GUERNSEY represent GUERNSEY’s professional opinion based on preliminary information;
  - A.1.5 Samples obtained from the Project site, if any, shall be retained by GUERNSEY for a reasonable time but not longer than 45 days after issuance of the Study Phase Report. GUERNSEY shall arrange for disposal of samples on behalf of the Client, which may consist of returning the samples to the Project site. Client shall pay GUERNSEY for the cost of disposal. Samples remain the property of the Client;
  - A.1.6 Prepare a report (the “Report”) which will, as appropriate, contain a description of existing conditions, a proposed work plan, schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Client which GUERNSEY recommends;
  - A.1.7 Furnish the number of review copies of the Report to Client within the time period set forth in the Task Order and review it with Client;
  - A.1.8 Revise the Report in response to Client's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Client within the time period set forth in the Task Order. GUERNSEY’s services under the Study Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Client.
- A.2 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon Client approval of the Study Phase services, provide the following Preliminary Design Phase services:
  - A.2.1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project;
  - A.2.2 Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners;

- A.2.3 Advise Client if additional reports, data, information, or services are necessary and assist Client in obtaining such reports, data, information, or services;
  - A.2.4 Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
  - A.2.5 Furnish the Preliminary Design Phase documents to and review them with Client;
  - A.2.6 Submit to Client the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order. GUERNSEY's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Client.
- A.3 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon Client approval of the Preliminary Design Phase documents, provide the following Final Design Phase services:
- A.3.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
  - A.3.2 Provide technical criteria, written descriptions, and design data for Client's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Client in consultations with appropriate authorities;
  - A.3.3 Provide Client a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
  - A.3.4 Prepare and furnish Bidding Documents for review and approval by Client, its legal counsel, and other advisors, as appropriate, and assist Client in the preparation of other related documents;
  - A.3.5 Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Client within the time period set forth in the Task Order. GUERNSEY's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Client.
- A.4 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall assist Client with taking bids or negotiating a contract for the Work by providing the following services:
- A.4.1 Assist Client in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued;
  - A.4.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents;
  - A.4.3 Consult with Client as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents;

**GUERNSEY / City of Amarillo, Texas**

A.4.4 Assist Client in evaluating bids or proposals and in assembling and awarding contracts for the Work. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction or Contractor Work Phase or upon cessation of negotiations with prospective Contractors.

A.5 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Construction or Contractor Work Phase services:

A.5.1 GUERNSEY shall be the Client's representative during the performance of the Project Work and until substantial completion of the Work. GUERNSEY shall have authority to act for the Client only as provided in Exhibit A or as modified by a Task Order ;

A.5.2 GUERNSEY shall respond to timely, properly prepared requests in writing from the Contractor for interpretation of the Project Plan or Construction Documents prepared by GUERNSEY;

A.5.3 GUERNSEY shall review and take appropriate action with respect to shop drawings or other submittals when required from the Contractor by the Project Documents, but only for the purposes of determining compliance with the information given in the Project Plan. Review shall not be for the purpose of approving the Contractor's means, methods, techniques, sequences of operation or safety precautions in accordance with the Work that remain the Contractor's responsibility;

A.5.4 GUERNSEY shall visit the Project Site at the times and intervals established in a Task Order to become generally familiar with the progress and quality of the Work completed to determine in general if the Work is proceeding in a manner indicating the Work, when completed, will be in accordance with the Project Plan; and will report to the Client (1) known deviations from the Project Plan or Contract Documents and the most recent construction schedule submitted by the Contractor, and (2) known defects and deficiencies observed in the Work . GUERNSEY shall not be required to make exhaustive or continuous inspections of the Work and shall not have control over, responsibility for, or charge of the construction means, methods, techniques, sequences, or procedures or for safety and security programs in connection with the Work;

A.5.5 GUERNSEY shall report to Client known deviations from the Project Plan or Construction Documents and known defects and deficiencies observed in the Work, but GUERNSEY shall not have responsibility for the Contractor's failure to perform the work in accordance with the Project Plan or Construction Documents or for the Contractor's acts or omissions;

A.5.6 GUERNSEY shall review and certify the amounts due the Contractor and shall issue certificates for payment. GUERNSEY's certificate for payment shall represent GUERNSEY's judgment that (1) the Work has proceeded to the extent represented; (2) the Contractor is entitled to payment; and (3) to GUERNSEY's best information and belief the quality of the Work is in accordance (subject to subsequent testing and correction of minor deviations and qualifications in the certificate) with the Project Documents. Certification of payment shall not be a representation that GUERNSEY has reviewed requisitions, payroll records or ascertained how or for what purpose the Contractor has used money previously paid;

A.5.7 When the Contractor informs GUERNSEY that the Project Work is completed, GUERNSEY shall inspect the project, prepare a list of Work requiring correction or completion, and furnish the list to the Client. Upon notice from the Contractor that the listed Work has been completed, GUERNSEY shall

make a final inspection of the Project and inform the Client about the balance owed the Contractor including any amounts needed to pay for final completion and correction of the Work.

**SCHEDULE B - COMPENSATION**

Compensation is defined by individual Task Orders

Additional Services (See Article 5)

GUERNSEY's current rate schedule is attached. This rate schedule will be modified on an annual basis.

**SCHEDULE C - PAYMENT**

Payment schedule is specified in Article 5 unless another payment schedule is defined by individual Task Orders

**SCHEDULE D - INSURANCE**

Special insurance requirements (if any) for projects are defined by individual Task Orders

**SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION**

Changes in governing law (if any) and changes in claims and disputes procedures (if any) are defined by individual Task Orders

**SCHEDULE F – OTHER MODIFICATIONS**

Other modifications (if any) are defined by individual Task Orders



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	
<b>Department</b>	Legal		
<b>Contact</b>	Bryan McWilliams/Marcus Norris		

**Agenda Caption**

Renewal of SPS/Xcel franchise agreement for use of public right-of-way

**Agenda Item Summary**

The Current franchise ordinance/agreement is expiring soon. (However, SPS has agreed to continue abiding by the terms for another 90 days, to allow for this renewal process.) This item is to renew the franchise for another 10 year period, allowing SPS to continuing using the public right-of-way within the City for electrical utility service infrastructure. In return, the company pays the City a “rental fee” of 5% of gross revenue. The franchise agreement contains numerous other details such as authority to trim trees, insurance, indemnity, relocation of utilities, and other provisions. This renewal makes no substantive change from the existing agreement.

**Requested Action**

Approve the attached Ordinance on First Reading. Then, per the Charter, the utility company must pay to publish the Ordinance. This is followed by a 30 day waiting period for public comments. Then Council may approve on Second and Final Reading.

**Funding Summary**

No cost to City. This is a revenue source for the City’s general fund.

**Community Engagement Summary**

The Company will publish the full text of the Ordinance. The longer detailed agreement will be available for review at both the SPS offices and the City Secretary’s Office during the 30 day waiting period.

**Staff Recommendation**

Approve the Ordinance –by the slightly different, Charter-driven, process described above.

ORDINANCE NO. 776

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: GRANTING TO SOUTHWESTERN PUBLIC SERVICE COMPANY, ITS SUBSIDIARIES, SUCCESSORS, ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHT-OF-WAY WITHIN THE CITY FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION; PROVIDING FOR AN EFFECTIVE DATE AND TERM; PROVIDING FOR WRITTEN ACCEPTANCE; PROVIDING REPEALER CLAUSE; FINDING COMPLIANCE WITH OPEN MEETINGS ACT.

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

**SECTION 1. GRANT OF AUTHORITY.**

There is hereby granted to Southwestern Public Service Company, its successors and assigns (herein called "Company"), the right, privilege and franchise ("Franchise") to construct, extend, maintain and operate in, along, under and across the Public Rights-of-Way of Amarillo, Texas as it exists as of the effective date of this Franchise and such additional areas as may be included in the corporate limits of the City during the term of this Franchise (herein called "City") an Electric Transmission and Distribution System ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own use), for the purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof.

**SECTION 2. PURPOSE.**

A. The provisions set forth in this Ordinance and the attached Franchise Agreement incorporated herein by this reference, represent the terms and conditions under which Company shall construct, operate, and maintain the System within the City.

B. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by the Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not required by Company in support of Company's electric operations. To the extent that Company installs or permits to be installed facilities in the City's rights-of-way that are not necessary for the transmission and delivery of electric service, Company will seek a separate franchise from City. The Company shall not be required to obtain a separate franchise in order for the Company to allow "pole attachments," including attachment to a pole, duct, conduit, or other facility owned or controlled by the Company in the Public Right-of-Way.

**SECTION 3. OCCUPATION OF RIGHT-OF-WAY.**

Company is a Service Provider, as defined in § 4-6-201, City Code, and is subject to the provisions of Chapter 4-6, Article V thereof. Company's occupation of the Public Rights-

of-Way is further governed by and conditioned upon Company's compliance with any provisions in the City Code related to right-of-ways, as of the effective date of the Franchise and as amended from time to time.

**SECTION 4. COMPENSATION TO THE CITY.**

As compensation for the rights and privileges herein conferred, Company shall pay to the City a franchise fee in the amount of five percent (5%) of the Company's Gross Receipts, received from SPS customers, for electricity delivered by SPS within the City until the Company adopts customer choice, as further described in the attached Franchise Agreement.

**SECTION 5. OTHER TERMS.**

The attached Franchise Agreement contains further and additional terms, conditions, duties, and assurances binding upon the City and the Company, each and all of which are incorporated into this ordinance by this reference as though fully set forth here.

**SECTION 6. TERM AND EFFECTIVE DATE.**

The term of this agreement shall be in full force and effect for period of (10) years beginning with the Effective Date hereof. If Company accepts this Ordinance, by the filing of its written acceptance, this Ordinance shall be effective as of \_\_\_\_\_, 2019 and end at midnight local time on \_\_\_\_\_, 2029.

**SECTION 7. PUBLIC PURPOSE.**

All of the provisions contained in this Ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

**SECTION 8. FUTURE CONTINGENCIES.**

Notwithstanding anything contained in this Ordinance to the contrary, in the event that (a) this Ordinance or any part hereof, or (b) any procedure set forth in this Ordinance, or (c) any compensation due the City under this Ordinance becomes, or is declared or determined by judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful or otherwise inapplicable, in whole or in part, the Company and the City agree to meet and negotiate in good faith to obtain a new Ordinance that is in compliance with the authority's decision or enactment; and unless explicitly prohibited, the new Ordinance shall provide the City with a level of compensation comparable to that set forth in this Ordinance so long as such compensation is recoverable by the Company in a mutually agreeable manner permitted by law for the unexpired portion of the term of this Ordinance.

**SECTION 9. SEVERABILITY.**

If any provision, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other

portion, provision, or regulation, and to that end, all provisions of this Ordinance are declared to be severable.

**SECTION 10. REPEALER.**

All other electric franchise ordinances and parts of such ordinances or resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this franchise ordinance.

**SECTION 11. ORDINANCE PASSED AT PUBLIC MEETING.**

It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

PASSED and approved by the City Council of the City of Amarillo, Texas upon FIRST READING on \_\_\_\_\_, 2019 and, after due publication and waiting period required by the Charter, was approved upon SECOND AND FINAL READING on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan S. McWilliams, City Attorney



**FRANCHISE AGREEMENT:  
CITY OF AMARILLO TEXAS AND  
SOUTHWESTERN PUBLIC SERVICE COMPANY**

This agreement is made by and between the City of Amarillo, a home rule municipal corporation situated in Potter and Randall Counties, Texas, (hereafter "City" or "Amarillo") and SOUTHWESTERN PUBLIC SERVICE COMPANY (hereafter, "Company" or "SPS"), which agree as follows:

**SECTION 1. GRANT OF AUTHORITY.**

There is hereby granted to Southwestern Public Service Company, its successors and assigns (herein called "Company"), the right, privilege and franchise ("Franchise") to construct, extend, maintain and operate in, along, under and across the Public Rights-of-Way of Amarillo, Texas as it exists as of the effective date of this Franchise and such additional areas as may be included in the corporate limits of the City during the term of this Franchise. (herein called "City") an Electric Transmission and Distribution System ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own use), for the purpose of supplying electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof for the term set out in Section 12. For purposes of this Ordinance, "Public Right-of-Way" shall mean public roads, streets, avenues, lanes, boulevards, alleys, highways, sidewalks, and bridges. This Franchise does not grant to the Company the right, privilege or authority to engage in any other business within the City other than the transmission and distribution of electric power in the City.

**SECTION 2. PURPOSE.**

A. The provisions set forth in this Agreement and the Ordinance to which it is attached represent the terms and conditions under which Company shall construct, operate, and maintain the System within the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by the Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not required by Company in support of Company's electric operations. To the extent that Company installs or permits to be installed facilities in the City's rights-of-way that are not necessary for the transmission and delivery of electric service, Company will seek a separate franchise from City. The Company shall not be required to obtain a Separate franchise in order for the Company to allow "pole attachments," including attachment to a pole, duct, conduit, or other facility owned or controlled by the Company in the Public Right-of-Way.

### **SECTION 3. OCCUPATION OF RIGHT-OF-WAY.**

A. Company is a Service Provider, as defined in § 4-6-201, City Code, and is subject to the provisions of Chapter 4-6, Article V thereof. Company's occupation of the Public Rights-of-Way is further governed by and conditioned upon Company's compliance with any provisions in the City Code related to right-of-ways, as of the effective date of the Franchise and as amended from time to time.

B. Company shall have the authority to trim trees or other natural growth overhanging any of its utility system or facilities so as to reasonably prevent branches from coming in contact with the Company's wires, cables, or other equipment; however, the Company shall not engage in excessive trimming. The Company shall ensure compliance with the North American Electric Reliability Corporation's Transmission Vegetation Management Program, reliability standard FAC-003-1, the safety requirements for pruning, repairing, maintaining, and removing trees endorsed by the American National Standards Institute (specifically the ANSI A300 pruning standards, and state law. Except during an emergency or the recovery after an emergency, Company shall notify the City and its residents as least three days prior to entering onto property to perform any tree trimming activities. The Company further agrees that, within one year of its acceptance of this franchise, and on a yearly basis thereafter, the Company will engage in a campaign to educate its customers within the City through bill inserts or other reasonable method regarding prudent tree selection and planting around power lines.

### **SECTION 4. INDEMNITY.**

A. The Company shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings actions, demands, causes of action, liability, and suits of any kind and nature, including personal or bodily injury (including death), property damage, or other harm for which recovery of damages is sought that is found by a court of competent jurisdiction to be caused solely by the negligent act, error, or omission of the Company, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Company, or their respective officers, agents, employees, directors, or representatives, while installing, repairing or maintaining facilities in a public right-of-way. The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors, or subcontractors. If the Company and City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City and without waiving any defenses of the parties. This section is solely for the benefit of the City and Company and does not create or grant any rights, contractual or otherwise, to any other person or entity.

B. The Company or City shall promptly advise the other in writing of any known claim or demand against the Company or City related to or arising out of the Company's activities in a public right-of-way.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, Company will be responsible for its defense costs and City will be responsible for its defense costs.

D. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company; provided, however, that Company shall not admit liability or waive immunity in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Company. Company's obligation to defend shall apply regardless of whether City is solely or concurrently negligent provided that Indemnitees may be held responsible for the cost of such defense paid for by the Company. The Indemnitees shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 13. Nothing herein shall be deemed to prevent the Indemnitees at their election and at their own expense from cooperating with Company and participating in the defense of any litigation by their own counsel. If Company fails to retain defense counsel within seven (7) business days after receipt of Indemnitee's written notice that Indemnitee is invoking its right to indemnification under this Franchise, Indemnitees shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all defense costs incurred by Indemnitees.

E. In further consideration of and for granting this franchise, Company stipulates there are additional indemnity provisions in the Amarillo Municipal Code of Ordinances, Chapter 4-6, Article V, by which the Company is also bound to City/Indemnitee.

#### **SECTION 5. LIABILITY INSURANCE.**

A. Company shall, at its sole cost and expense, obtain, maintain, and provide, throughout the term of this Franchise, insurance in accordance with City ordinances; provided, however, that Company may instead meet the insurance requirements of City Code chapter 4-6, either by a Company approved formal plan of self-insurance maintained in accordance with sound accounting and risk-management practices or by obtaining coverage from an insurance company authorized to issue insurance in this state.

B. Company agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

1. Except in the case of workers compensation insurance, name the City of Amarillo and its officers, employees and elected representatives as additional insureds to all applicable coverages as their interest as property owner.
2. State that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice

by certified mail to: City of Amarillo Purchasing Agent, 601 S. Buchanan Street, Amarillo, Texas 79101-2539.

3. Waive subrogation against the City of Amarillo, its officers and employees, for bodily injury (including death), property damage or any other loss.
4. Provide that the Company's insurance is primary insurance with respect to the City of Amarillo, its officers, employees and elected representatives.

C. The Company will provide proof of insurance in accordance with this Franchise within thirty (30) days after the effective date of the Franchise and by February 1st of each year thereafter. If the Company elects to self-insure, a written record describing the parameters of self-insurance by the Company shall be provided to the City annually and upon substantial change in the nature of its coverage under this section. Company will not be required to furnish separate proof when applying for permits. However, all Company contractors and subcontractors will be required to provide proof of insurance when applying for permits under this Franchise unless said contractors or subcontractors has previously provided such insurance within the last twelve months of the permit application.

#### **SECTION 6. NON-EXCLUSIVE FRANCHISE.**

This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

#### **SECTION 7. COMPENSATION TO THE CITY.**

A. As compensation for the rights and privileges herein conferred, Company shall pay to the City a franchise fee in the amount of five percent (5%) of the Company's Gross Receipts, received from SPS customers, for electricity delivered by SPS within the City until the Company adopts customer choice. After the Company adopts customer choice, the parties agree that the Company will pay a franchise fee calculated on the number of kilowatt hours delivered within the City, as contemplated by § 33.008 of the Utilities Code, to be negotiated by the parties at that time. Unless otherwise ordered by the Public Utility Commission of Texas, or otherwise agreed to by the City and SPS, SPS will continue its prior practices for recovering municipal franchise fee payments to the City. Specifically, the current practice within the City is that franchise fees paid to the City in excess of the percentage authorized in the Company's tariff to be included in base rates are surcharged in the City. These payments shall be exclusive of and in addition to all other general municipal taxes of whatever nature, including but not limited to ad valorem taxes, sales and use taxes and special taxes and assessments for public improvements. During the periods for which payments are made for this Franchise to use the Public Rights-of-Way of the City, the payments shall be (insofar as the City has legal power so as to provide and agree) in lieu of and shall be accepted as payment for all of the Company's obligations to pay municipal occupation taxes, assessments, municipal charges, fees, easement taxes, franchise

taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting those identified above as exclusive of and in addition to the monthly payments.

B. Such payments shall be made on a monthly basis, on or before the fifteenth (15th) day following the end of each calendar month. Payments under this Franchise shall commence upon execution hereof, so that there will not be any period after the expiration of the preceding franchise in which the City does not receive compensation from the Company for its occupancy of the Public Right-of-Way.

C. For purposes of this section, Gross Receipts for electricity delivered shall include receipts from the following:

- (1) All sales of electricity by Company, net of customer credits, to residential, commercial, and industrial customers within the corporate limits of the City.
- (2) For all service classifications, the charges addressed in subsection (1), above, shall include Service Availability Charges, Energy Charges, Demand Charges, and Fuel Charges and Surcharges.
- (3) All revenues received by the Company from customers within the City related to charges for fuel, or fuel cost recovery charges, based upon the consumption of the customer.
- (4) Effective May 1, 2013, Company Gross Receipts shall also include Company net miscellaneous revenues from retail customers within the City limited to: (a) returned check charges; (b) reconnection charges after a disconnection for non-payment; (c) restoring service after a tampering or unsafe situation disconnection; and (d) charges related to meter tampering.

D. With each payment of compensation required by Section 7, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the Gross Receipts, itemized as set forth in Section 7.C., or, after the Company adopts customer choice, the kilowatt hours delivered within the City and the amount of payment for the period covered by the payment.

E. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded or offset against the next payment due from Company. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Franchise, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

F. Interest on late payments shall be calculated in accordance with § 183.003, Tex. Util. Code, as amended from time to time.

G. No taxes, fees, or other payments by Company to the City, including, but not limited to, ad valorem taxes, shall reduce the franchise fees payable to City hereunder, except as agreed to by the City in Section 7.

#### **SECTION 8. RECORDS.**

A. Company shall use the system of accounts and the forms of books, accounts, records and memoranda prescribed by the Public Utility Commission of Texas, or as mutually agreed to by the City and the Company, except that the City may require the keeping of certain additional records or accounts not inconsistent therewith. Should the Public Utility Commission of Texas cease to exist, the City retains the right to require the Company to maintain a system of accounts and forms of books and accounts and memoranda prescribed either by the Federal Energy Regulatory Commission or the National Association of Regulatory Utility commissions or the successor of either of these organizations as mutually agreed to by the City and the Company.

B. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records of the Company examined by representatives of the City to ascertain the correctness of the reports agreed to be filed herein, as well as the Company's compliance with all other provisions of this Franchise.

C. The Company shall make available to the City's representative during the Company's regular business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete any compliance review and shall make no charge to the City therefore. The Company shall assist the City in its review by providing all requested information no later than thirty-five (35) days after receipt of a request.

D. With respect to any review for compliance with Section 7:

- (1) If as the result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Section 7.G.
- (2) If as a result of a subsequent franchise fee audit initiated within two years of a prior audit which resulted in Company making a payment to the City due to an underpayment of more than five percent (5%), and Company is required to make another payment to the City due to a subsequent underpayment of the franchise fee of more than five percent (5%), then City may immediately treat such subsequent underpayment as an Uncured Event of Default and exercise the remedies provided for in Section 13.C.
- (3) If the results of any audit indicate the Company underpaid the franchise fee by more than five percent (5%), then the

Company shall pay the reasonable costs of the audit. City agrees that any audit shall be performed in good faith.

- (4) If the results of the audit indicate that the Company underpaid the franchise fee by more than five percent (5%), and Company is unable to produce contrary evidence which, in City's reasonable judgment, is satisfactory to demonstrate to City that the results of the audit are not accurate, then, notwithstanding subsection (1), interest on the total amount of underpayment shall be paid at the interest rate described in Section 7.G. plus two percent (2%), and interest shall be calculated from the time the original amount was due.
- (5) Any additional amount due to City hereunder with respect to a review for compliance with Section 7 shall be paid within thirty (30) days from the date of the compliance invoice. Notwithstanding subsection (1), any amount not paid within thirty (30) days from the date of the invoice will cause interest to be payable at the interest rate described in Section 7.G plus 2% on the entire amount from the date of compliance invoice.

E. With respect to all other reviews conducted by City representatives that result in any findings of non-compliance with this Franchise, Section 13 shall govern the process of notification, opportunity to cure, and any assessment of liquidated damages.

F. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. Company shall clearly identify information that it believes to be of a proprietary nature or confidential at the time the information is provided to City. City shall not be liable to Company for the release of any information the City is required to release by law, subpoena, or court order. City shall provide notice to Company of any request for release of any information previously designated by Company as proprietary or non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes information previously designated by Company as proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information. Nothing herein shall be construed so as to prevent City from sharing Company information with City's employees, contractors, or auditors as necessary to exercise City's rights under this agreement, with appropriate promises from such persons to comply with this subsection.

## **SECTION 9. MODIFICATIONS TO FRANCHISE.**

A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. If, as a result of renegotiation, the City and Company agree to a change in a provision of this Franchise, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and acceptance of the amendment by Company.

## **SECTION 10. WORK IN R.O.W.**

Notwithstanding previous terms, conditions, in this Agreement, the parties agree that:

A. The City reserves the right to lay, and/or permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under a Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, etc.

B. The Company shall relocate its facilities at its expense to permit the widening, straightening, or any change whatsoever of a street, including, but not limited to the addition of any acceleration, deceleration, center or side turn lanes, sidewalks, alleys, and like property, provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way. When Company is required by City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate construction of streets and alleys by City, and Company is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.

C. If City receives a request for or itself initiates the abandonment of any Public Rights-of-Way in which Company has facilities, Company shall be notified of such and given opportunity to comment about the impact of the proposed abandonment. Any such abandonment shall be conditioned on the grant of a utility easement for Company's right to continue its use of the former Public Rights-of-Way. If the party to whom the Public Right-of-Way is abandoned



requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation.

D. If the City requires the Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any other entity that is not a part of the City or the consolidated corporate structure of the Company to use, or use with greater convenience, said Public Right-of-Way, the Company shall not be bound to make such changes until such other entity shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's property or facilities.

E. For the protection of public safety and convenience, the Company, its contractors, employees, and agents shall comply with the City's right-of-way management ordinance when performing work in the public rights-of-way of the City.

#### **SECTION 11. TRANSFER AND ASSIGNMENT.**

The rights granted by this Franchise inure to the benefit of Company and any parent, subsidiary, or affiliate now or hereafter existing. Upon assignment to such parent, subsidiary or affiliate, such entity assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder. Company shall give City written notice within sixty (60) days of assignment to a parent, subsidiary or affiliate. In the event Company assigns this Franchise to someone other than a parent, subsidiary or affiliate (Assignee), Company shall give City notice concurrently with notice provided to the Public Utility Commission of the sale or transfer of assets. Any such assignment shall require that said Assignee assume all obligations of Company and is bound to the same extent as Company hereunder. If, within the first sixty (60) days after assignment to someone other than a parent, subsidiary or affiliate, City shall identify a failure to comply with a material provision of this Franchise, City shall have the right to treat such failure to comply as an Uncured Event of Default and immediately implement the provisions of Section 13, including the right to terminate the Franchise.

#### **SECTION 12. TERM AND EFFECTIVE DATE.**

The term of this agreement shall be in full force and effect for period of ten (10) years beginning with the Effective Date stated in the Ordinance to which this is attached.

#### **SECTION 13. DEFAULT, REMEDIES AND TERMINATION.**

A. Events of Default. The occurrence, at any time during the term of the Franchise, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:

- (1) The failure of Company to pay the franchise fee on or before the due dates specified herein.
- (2) Company's breach or violation of any of the terms, covenants, representations or warranties contained herein

or Company's failure to perform any material obligation contained herein.

- (3) The underpayment of franchise fees by more than five percent (5%) for two consecutive audit periods.

B. Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 13.C.
- (3) If the Event is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 13.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 13.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) calendar days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or provide a written response to the City that either: (i) documents cure of the default; (ii) provides a plan to cure and sets forth the method and time schedule for accomplishing such cure; or (iii) presents facts and arguments in refuting or defending such Uncured Event of Default. City will review Company's written response and determine the acceptability of the response. If City is not in agreement with Company's response or if the cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
- (3) The termination of this Franchise in accordance with Section 13.E.

D. Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Franchise shall be in addition to, and not in limitation of, any other rights and remedies provided by law, in equity, or by administrative proceeding before the Public Utility Commission of Texas or the Federal Energy Regulatory Commission, or respective successor or similar governmental agencies. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise Agreement, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 13.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. City shall notify Company in writing not less than seventy-two (72) hours in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The decision of the City Council shall be final but may be appealed to any court or regulatory authority having jurisdiction. Until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

The failure of the City to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City unless said waiver or relinquishment is in writing and signed by the City.

#### **SECTION 14. PUBLIC PURPOSE.**

All of the provisions contained in this Agreement are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

#### **SECTION 15. FUTURE CONTINGENCIES.**

Notwithstanding anything contained in this Agreement to the contrary, in the event that (a) this Agreement or any part hereof, or (b) any procedure set forth in this Agreement, or (c) any compensation due the City under this Agreement becomes, or is declared or determined by judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful or otherwise inapplicable, in whole or in part, the Company and the City agree that they will meet and negotiate in good faith to obtain a new Agreement that is in compliance with the authority's decision or enactment; and unless explicitly prohibited, the new Agreement shall provide the City with a level of compensation comparable to that set forth in this so long as such compensation is recoverable by the Company in a mutually agreeable manner permitted Agreement by law for the unexpired portion of the term of this Agreement.

**SECTION 16. SEVERABILITY.**

If any provision, section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intent of the parties in adopting this Franchise that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this Agreement are declared to be severable.

**SECTION 17. NOTICE.**

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**CITY**

City Manager  
City of Amarillo  
601 S Buchanan St.  
Amarillo, TX 79101-2539

**COMPANY**

President  
Southwestern Public Service Co.  
790 S. Buchanan St.  
Amarillo TX 79101

**SECTION 18. GOVERNING LAW.**

This Franchise shall be governed by and construed in accordance with the laws of the State of Texas.

**SECTION 19. ACCEPTANCE.**

In order to accept this Franchise, Company must file with the City Secretary its written acceptance of this Franchise within thirty (30) days after its final passage and approval by City. Company shall pay all publication expense regarding notification of the Franchise ordinance. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

**SECTION 20. FUTURE AMENDMENTS.**

This Franchise may be amended only by the mutual written agreement of the City and the Company.

**CITY OF AMARILLO**

**SOUTHWESTERN PUBLIC SERVICE CO.**

By: \_\_\_\_\_  
Jared Miller, City Manager

By: \_\_\_\_\_  
David Hudson, President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Frances Hibbs  
City Secretary

By: \_\_\_\_\_  
Assistant Corporate Secretary

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Infrastructure Customer Service
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<b>Department</b>	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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## Agenda Caption

This is the first Reading of an ordinance for the vacation Van Buren St located between Blocks 153 and 154, Plemons Addition Unit No.1, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

## Agenda Item Summary

### Area Characteristics

This particular area is located at the southern edge of Downtown Amarillo and in an area where a majority of the land uses are Institutional in nature.

### Proposal

With exception of the applicant's site, a majority of the Institutional uses in the area are consolidated into large campuses. That said, a planned expansion of existing operations is upcoming and as such, the applicant is proposing to vacate the street segment in order to create a unified development site for said expansion. The expansion is to include construction of various buildings and parking areas related to the church.

The applicant owns land on both sides of the right-of-way proposed for abandonment.

### Analysis

When reviewing the applicant's request, staff takes into account previous abandonments in the area as well as any impacts on existing traffic patterns should the request be approved.

As mentioned previously, many of the institutional land uses in the area consist of large campus style developments. These campuses are a result of various public rights-of-ways being vacated in order to better accommodate expansion, much like the applicant's upcoming expansion. As such, based on previous requests and approvals of abandonments in the area, the applicant's request is not out uncommon.

When analyzing area traffic patterns, the Planning and Zoning Commission recognizes that the major traffic routes in the area for north/south travel are Harrison St and Jackson St and SW 11<sup>th</sup>, SW 12<sup>th</sup>, and SW 15<sup>th</sup> for east/west travel. The just mentioned routes not only bisect the area but downtown and serve as significant travel routes for the public. Based on this observation, it is the Planning Commission's opinion, that existing traffic patterns will not be detrimentally impacted and adequate public routes will continue to be available should the vacation request be approved.

It is worth noting that during initial conversations with the applicant, Planning Department staff recommended that should the street segment be abandoned, the ability for motorists to continue to use be eliminated. By doing so, it was staff's opinion that the limits of southward travel along Van Buren St, from the north, will be better defined, whereas a majority of the public right-of-way south has previously been abandoned. The applicant was receptive to staff's recommendation.

The applicant's request was sent to various City Department and local utility companies for review. With existing utility equipment in the segment being found and with relocation not proposed, retention of a Public Utility Easement is required. Therefore, a Public Utility Easement, over the entire area, will be retained upon vacation.

With any request to vacate public right-of-way, an applicant is required to either pay fair market value, dedicate an area of equal or greater value, pay only the higher cost of the fair market value or the relocation cost, or complete a combination of the above requirements. In this particular case, dedication of an area of equal value via retention of a Public Utility Easement is proposed. Therefore, no fair market value payment will be required.

Notices have been sent to property owners within 200 feet regarding this proposed vacation. At the time of this writing, the Planning Department has not received any negative comments regarding the request. An update will be provided should there be any change.

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**Requested Action/Recommendation**

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Considering the above, Planning and Zoning Commission recommends approval of this vacation.

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ORDINANCE NO. 7777

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A STREET IN THE VICINITY OF SOUTHWEST ELEVENTH AVENUE AND VAN BUREN STREET, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHT-OF-WAY SAVE AND EXCEPT A PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.**

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**WHEREAS**, the First Presbyterian Church petitioned the City of Amarillo to abandon an existing eighty foot (80') segment of street right-of-way located in the vicinity of Southwest Eleventh Avenue and Van Buren Street, Potter County, Texas; and

**WHEREAS**, after reviewing information presented, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following-described street right-of-way; and

**WHEREAS**, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that same is no longer needed for public purposes; and

**WHEREAS**, the City Council further decides that such vacation of street right-of-way excepted a public utility easement, which is retained for current utilities; and

**WHEREAS**, the City Council further determined that this street right-of-way vacation and abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood and is in the best interest of the City of Amarillo's citizens.

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

**SECTION 1:** The herein-described street right-of-way be vacated and abandoned for public purposes:

Van Buren St located between Blocks 153 and 154, Plemons Addition, Unit No.1, in Section 170, Block 2, AB&M Survey, Potter County, Texas, and being further described in the attached Exhibit 1, incorporated herein.

**SAVE AND EXCEPT:** A Public Utility Easement is hereby retained over the entire area of abandonment.

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

**SECTION 3: Repealer.** All ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

**SECTION 4: Severability.** If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Ordinance, that no portion



thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading this the \_\_\_\_ day of March, 2019; and **PASSED** on Second and Final Reading this the \_\_\_\_\_ day of March, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

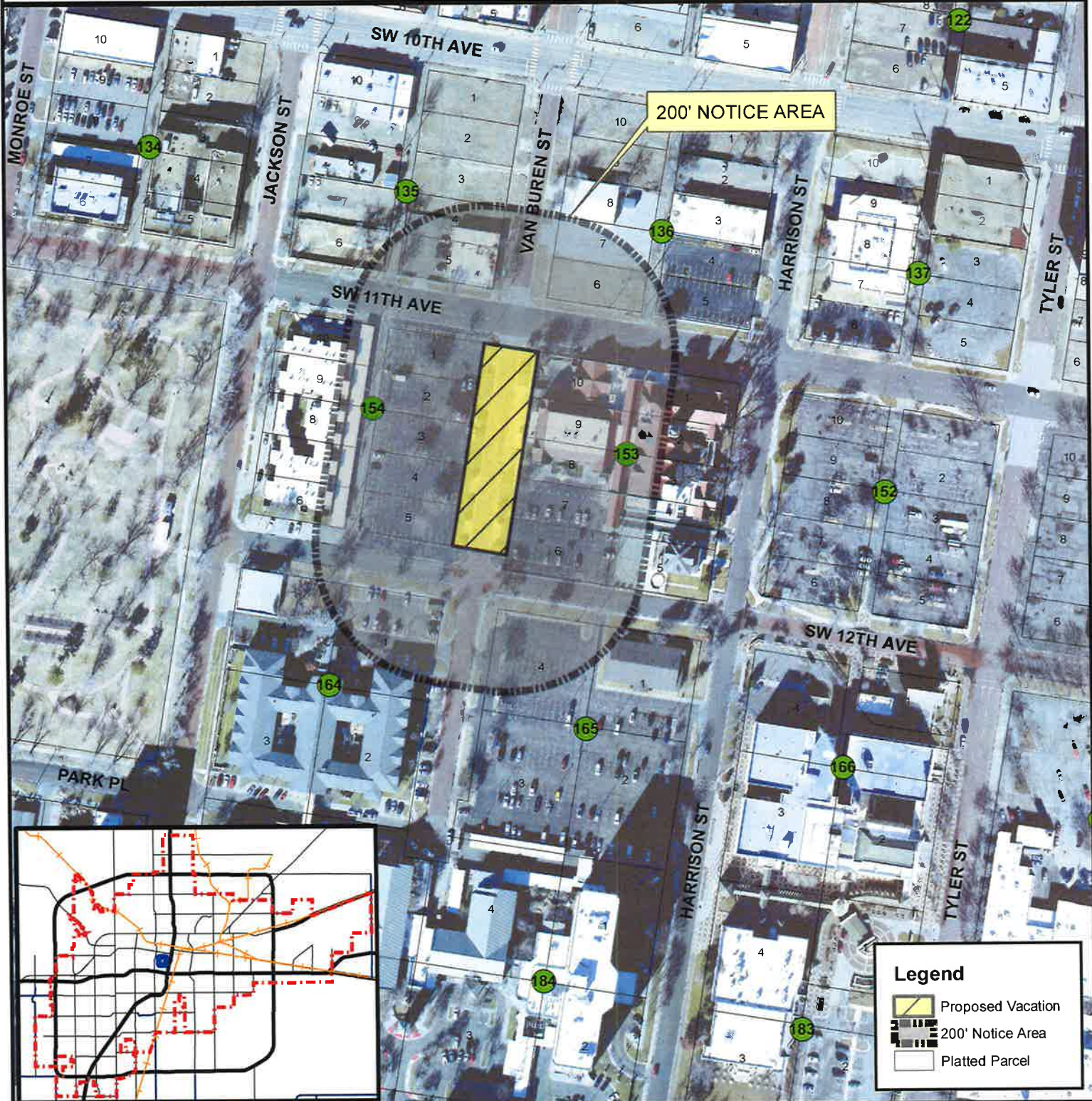
ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**CASE V-19-01  
VACATION OF AN 80FT PUBLIC  
RIGHT-OF-WAY (VAN BUREN ST.)**



**Legend**

- Proposed Vacation
- 200' Notice Area
- Platted Parcel

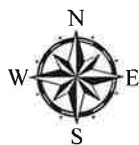
**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Vacation of an 80ft public right-of-way (Van Buren St.), located between Blocks 153 and 154, Plemons Addition Unit No.1, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

Applicant: First Presbyterian Church

Vicinity: SE 11th Ave. and Van Buren St.

Scale: 1 inch = 200 feet  
Date: 1/30/2019  
Case No: V-19-01



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

# Amarillo City Council Agenda Transmittal Memo



30

<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Infrastructure Customer
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<b>Department</b>	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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## Agenda Caption

This is the first reading of an ordinance for the rezoning of the South 70ft. of Lot 5, JW Cartwrights First Subdivision of Block 239, Plemons Addition plus a 10ft. by 140ft. strip of vacated right-of-way South of said Lot, all in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 96B to Amended Planned Development for the expansion to existing business operations.

VICINITY: Tyler St. and Interstate-40  
APPLICANT: Hope and Healing Place, Inc

## Agenda Item Summary

### Area Characteristics

Adjacent zoning consists of Multiple-Family District 2 in all directions.

Adjacent land uses consist of single-family detached homes to the north and west, an apartment complex to the east, and is bounded by Interstate-40 to the south.

### Proposal

The applicant is requesting an amendment to the existing planned development in order to construct a 406 square foot multi-purpose room addition to the existing structure. Although at first glance the proposed addition may appear minor, because the site is part of an approved planned development site plan, any deviation in the approved site plan (building area, landscaping total, parking, etc) requires an amendment and must go through the rezoning process

### Analysis

Since 1978, this particular site has been utilized with various non-residential land uses which include its initial non-residential use of professional offices to its latest and current use as a non-profit counseling organization (Hope and Healing Place). In 2009, the latest

With the avboe-described land uses considered low-impact, the site's proximity to Interstate-40, as well as being in an area that can be considered a mixed-use area, the various non-residential land uses of the site have been deemed appropriate. Additional considerations such as development standards that preserve the residential character of the area and strict control of signage have furthered the site's appropriateness for non-residential uses.

Below is a comparison of existing standards (Planned Development 96B) to those proposed by this amendment.

	<u>Existing:</u>	<u>Proposed:</u>
<u>Land use:</u>	Professional offices	Professional offices
<u>Landscaping:</u>	38 percent groundcover And 7 trees	33 percent groundcover And 7 trees
<u>Lot coverage:</u>	31 percent maximum	34 percent maximum

<u>Parking:</u>	7 spaces minimum	7 spaces minimum
<u>Building height:</u>	One-story	One-story
<u>Building material:</u>	Stucco and Masonry exterior	Stucco and Masonry exterior
<u>Building style:</u>	Residential	Residential
<u>Signage:</u>	1 non-illuminated Sign totaling 6 square feet	1 non-illuminated Sign totaling 6 square feet
<u>Hours of operation:</u>	8 a.m. to 6 p.m. Mon. thru Fri. (Thurs. meeting 6 p.m. To 8 p.m.)	8 a.m. to 6 p.m. Mon. thru Fri. (Thurs. meeting 6 p.m. To 8 p.m.)
<u>Setbacks:</u>	Front yard – 34ft.  Rear yard – 2ft. – 1in.  Side yard – 8in.	Front yard – 34ft.  Rear yard – 2ft. – 1in.  Side yard – 8in.

When comparing the existing and proposed standards, with exception of a slight increase in lot coverage and a minor decrease in overall landscaping (internal ground cover to be reduced), the proposed changes can be considered minor in nature.

With the bulk of the core development standards (land use, architectural, signage, and hours of operation) remaining in place in addition to the small size of the proposed addition and its' orientation towards Interstate-40 the Planning and Zoning Commission believes that should the request be approved, no detrimental impacts on the area would result.

#### **Requested Action/Recommendation**

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

Considering the above, the Planning and Zoning Commission is of the opinion that the applicant's request is appropriate and represents a minimal change to existing site development. Therefore, Planning and Zoning Commissioners recommend approval as presented.

ORDINANCE NO. 778

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF INTERSTATE-FORTY AND TYLER STREET, POTTER COUNTY, TEXAS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

**SECTION 2.** The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of the South 70ft. of Lot 5, JW Cartwrights First Subdivision of Block 239, Plemons Addition plus a 10ft. by 140ft. strip of vacated right-of-way South of said Lot, all in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 96B to Amended Planned Development 96C for the expansion of existing business operations.

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

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

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

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 12th day of March, 2019 and **PASSED** on Second and Final Reading on this the 19<sup>th</sup> day of March, 2019.

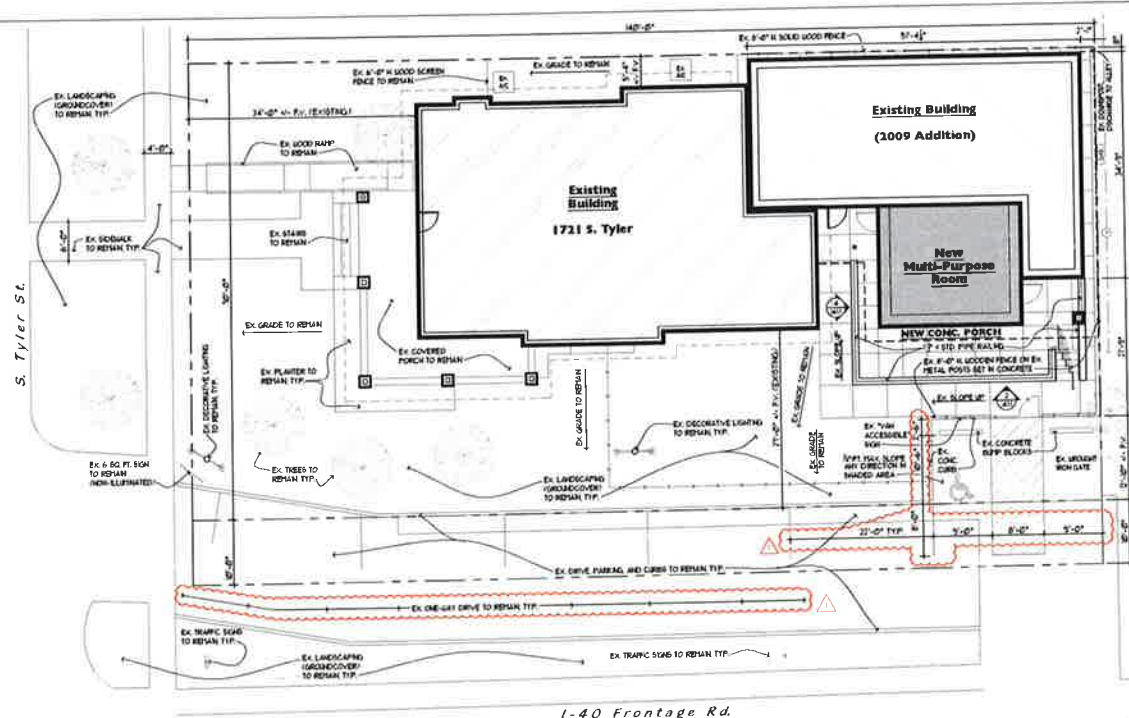
\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

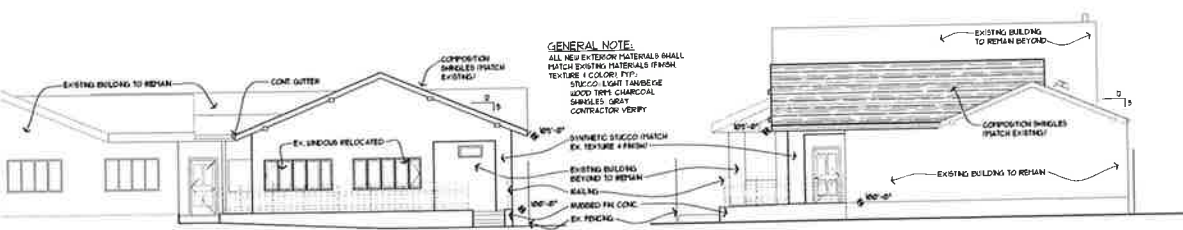
\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

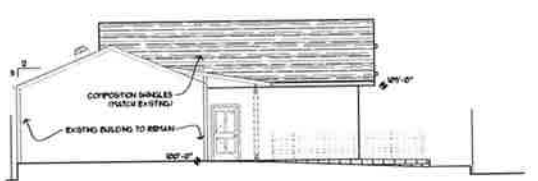
\_\_\_\_\_  
Bryan McWilliams, City Attorney



1 Site Plan  
SCALE: 1/8" = 1'-0"



2 Exterior Elevation - South  
SCALE: 1/8" = 1'-0"



4 Exterior Elevation - West  
SCALE: 1/8" = 1'-0"

3 Exterior Elevation - East  
SCALE: 1/8" = 1'-0"

**General Information / Project Data:**

**LEGAL DESCRIPTION:** SOUTH 70 FEET OF LOT 15, BLOCK 339, JUI CHARTERED TO FIRST SUBDIVISION, FLEETING ADDITION AND AN ADDITIONAL 16'-0" SOUTH OF THE SOUTH PROPERTY LINE OF LOT 15, CITY OF AMARILLO, POTTER COUNTY, TEXAS

**PURPOSE:** EXISTING USE TO REMAIN: PROFESSIONAL OFFICES PROPOSED ADDITION: MULTI-PURPOSE SPACE (FOR MEETINGS, DINING, AND SUBDIVISION FOR SMALLER MEETING SPACES)

**HOURS OF OPERATION & EMPLOYEES:** 8:00 AM TO 5:00 PM FRIDAY THRU FRIDAY 6:00 PM TO 8:00 PM THURSDAY NIGHT WEEKLY MEETING NUMBER OF EMPLOYEES: THREE FULL-TIME

**LANDSCAPE DEVELOPER:** LAYVIN ASSOCIATES  
**ARCHITECT:** EPHY ELLIS, EXECUTIVE DIRECTOR  
1721 S. TYLER  
AMARILLO, TX 79102  
(806) 371-0930

**ARCHITECT:** LAYVIN ASSOCIATES  
DAVID HOWELL  
2010 DUNNEN CIR. STE. 100  
AMARILLO, TX 79109  
(806) 358-1068

**PRESENT ZONING:** PLANNED DEVELOPMENT DISTRICT PD-90-B  
**REQUESTED ZONING:** PLANNED DEVELOPMENT DISTRICT PD-90-C

EXISTING BUILDING	3,412 SQ. FT.	(0.0783 ACRE)
PROPOSED ADDITION	456 SQ. FT.	(0.0103 ACRE)
TOTAL	3,868 SQ. FT.	(0.0886 ACRE)

**BUILDING LOT COVERAGE:** 34.1%  
**PERCENT OF ON-SITE LANDSCAPING:** 52.1%

**MAXIMUM BUILDING HEIGHT:** EXISTING BUILDING: TWO STORY (APPROX. 24'-0" ABV. FIN. GRADE)  
PROPOSED ADDITION: ONE STORY (APPROX. 10'-4" ABV. FIN. GRADE)

**BUILDING SETBACKS:** 35'-0" (FRONT)  
**OFF-STREET PARKING:** SEVEN STALLS AS SHOWN

**EXTERIOR SIGNS:** 1 - EXISTING SIGN (NON-ILLUMINATED) NEAR SW CORNER OF PROPERTY TO REMAIN - 6' SQ. FT. MAX.  
NO NEW SIGNS PROPOSED

**EXTERIOR LIGHTING:** 2 - EXISTING DECORATIVE LIGHT FIXTURES TO REMAIN.  
NO NEW LIGHTING PROPOSED.

**SEWER COLLECTION:** EXISTING COMPOSER IN ALLEY, SERVICED BY THE CITY  
**BUILDING STYLE:** RESIDENTIAL  
**EXTERIOR MATERIALS:** NEW MATERIALS WILL MATCH FINISH AND COLOR OF EXISTING STUCCO, WOOD, AND SHAKLES. EXISTING MATERIALS WILL BE MAINTAINED IN THEIR PRESENT STATE

**GENERAL SITE PLAN NOTES (per City of Amarillo):**

- ALL PARKING AND DRIVEWAYS SHALL CONFORM TO THE REQUIREMENTS OF SECTION 3 OF THE DEVELOPMENT POLICY MANUAL OF THE CITY OF AMARILLO UNLESS NOTED OTHERWISE
- ALL EXTERIOR LIGHTING SHALL BE DIRECTED ONTO THE PROPERTY IN SUCH A MANNER TO MINIMIZE OR ELIMINATE GLARE ACROSS ADJACENT PROPERTY LINES
- NO SIGNS SHALL BE OPERATED ON THE PROPERTY THAT USE OR HAVE ATTACHED ANY FLASHING, PULSATING, OR ROTATED LIGHTED SOURCE OR REFLECTOR. NO PORTABLE SIGNS WILL BE ALLOWED
- ANY ADDITIONAL BILL OR AREA REQUIREMENT NOT SPECIFICALLY NOTED ON THIS SITE PLAN SHALL COMPLY WITH THE ZONING DISTRICT IN WHICH THE PROPERTY WAS LOCATED PRIOR TO THE APPLICANT
- ANY AND ALL UTILITY RELOCATIONS OR ADJUSTMENTS REQUIRED FOR THIS DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER(S)
- ALL PUBLIC SURROUNDING LANDSCAPES, DRIVEWAYS AND PARKING AREAS SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES BY OWNER. ALL LANDSCAPING TO BE INSTALLED PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY. EXISTING LANDSCAPE MATERIAL WITHIN 10' OF OCCUPIED STRUCTURE (IF ROAD WEATHER EXITS) ALL LANDSCAPE MATERIAL WITHIN 10' OF DRIVEWAYS SHALL BE INSTALLED ON THE SITE IN THE SAME MANNER AS SPECIFIED ON THIS SITE PLAN AND ALL LANDSCAPED AREAS SHALL BE SERVED WITH A SPRINKLER SYSTEM
- THE APPROVAL OF THIS DEVELOPMENT BY THE CITY OF AMARILLO IN NO WAY SHALL ALTER OR WAIVE THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AS ADOPTED AND ORDERED BY THE CITY OF AMARILLO
- ANY USE OTHER THAN THAT ALLOWED UNDER THE PREVIOUS ZONING CLASSIFICATION OR THAT WHICH IS SPECIFIED BY THIS SITE PLAN WILL REQUIRE A ZONING APPLICANT IF A USE OTHER THAN THAT IS SHOWN ON THIS SITE PLAN IS PROPOSED AND IS ALLOWED UNDER THE PREVIOUS ZONING DISTRICT UNDER PREVIOUS ZONING DISTRICT DEVELOPMENT STANDARDS SHALL COMPLY WITH THE CITY OF AMARILLO ZONING ORDINANCE FOR PRESENT PREVIOUS ZONING DISTRICT DEVELOPMENT
- THE CITY OF AMARILLO OR ITS FRANCHISED UTILITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTINGS THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION WITHIN ANY PUBLIC UTILITY OR GRAVAGE EASEMENT
- ALL EXTERIOR MECHANICAL EQUIPMENT SHALL BE LOCATED AND/OR SCREENED IN SUCH A MANNER AS TO ELIMINATE OR MINIMIZE NOISE AND VISUAL IMPACT TO ADJACENT PROPERTIES
- ALL SURFACE STORM WATER COLLECTED ON THIS SITE SHALL DRAIN DIRECTLY TO ADJACENT PUBLIC RIGHT-OF-WAY OR BY OTHER MEANS IF APPROVED BY THE CITY ENGINEER
- THE DEVELOPER SHALL COMPLY WITH ALL ADA REQUIREMENTS WHERE REQUIRED

I ACKNOWLEDGE AND AGREE TO ALL STANDARDS OF DEVELOPMENT AS LISTED ON THIS SITE PLAN  
 EPHY ELLIS  
 NAME OF DEVELOPER  
 JANUARY 22, 2019  
 DATE



Vicinity Map - Amarillo, Texas  
SCALE: NONE



DAVID HOWELL  
LAVIN ASSOCIATES, INC. ARCHITECTURE  
2010 DUNNEN CIR. STE. 100  
AMARILLO, TX 79109  
(806) 358-1068



2019 Multi-Purpose Room Addition to  
**The Hope & Healing Place**  
 1721 S. Tyler Amarillo, Texas 79102

DATE: 01/22/19  
 REVISIONS:  
 ADD. INFO RECEIVED BY  
 CITY OF AMARILLO 1/24/19

SHEET  
**A1.1**  
 1 of 1A

# CASE Z-19-02 REZONING FROM PD 96-B TO PD AMENDED



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet  
 Date: 2/13/2019  
 Case No: Z-19-02



Rezoning of South 70 ft of Lot 5 plus a 10ft. X140ft. uplatted strip South of said Lot, Block 239, JW Cartwrights First Subdivision of Plemons Addition, in Section 170, Block 2, AB&M Survey, Potter County, Texas to change from Planned Development No. 96-B to Planned Development Amd. for the expansion to existing business operation.

Vicinity: S. Tyler & I-40

Applicant: Board of Directors Hope & Healing Place, Inc.

Tax ID: R-065-1000-8316.0

AP: N12



# Amarillo City Council

## Agenda Transmittal Memo



3D



<b>Meeting Date</b>	March 12, 2019	<b>Council Priority</b>	Economic Development/Redevelopment
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<b>Department</b>	Planning and Development Services	<b>Contact Person</b>	Andrew Freeman, Director of Planning and Development Services
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**Agenda Caption**

CONSIDER – AWARD FOR REVISION OF ZONING ORDINANCE:

This item awards an agreement to White & Smith, LLC, a firm selected to assist the City with completing a comprehensive review, analysis, and rewrite of the City’s Zoning Ordinance and other related ordinances.

**Agenda Item Summary**

The City Council approved funding for this project during the 2018 budget process to revise the City’s Zoning Ordinance which has not undergone a significant update since August 19, 1968. Included in the project will be an update to the City’s Sign Ordinance in order to comply with a 2015 Supreme Court ruling (Reed v. Town of Gilbert Arizona). The results of this decision effectively requires a City’s Sign Ordinance be content neutral. The consultant will also examine and provide recommendations related to other municipal code chapters such as platting and subdivision improvement and maintenance; manufactured homes and recreational vehicle parks; airport height hazard and zoning regulations; and landmarks and historic preservation.

The City issued a request for proposal (RFP) to be scored on qualifications, understanding of project goals, proposal price, quality of sample materials and proposal package, and past performance described by references. The City received four responses to the RFP. The top three scorers were requested to submit a final & best offer and to answer a few additional questions to help score their final proposals.

White & Smith, LLC in collaboration with Kendig-Keast Collaborative (consultant that completed the 2010 Comprehensive Plan) was the high scorer through the final scoring process out of the top three. They also presented the lowest bid overall at \$269,798.

The consultant will carry out a comprehensive review, analysis, and rewrite of the City’s Zoning Ordinance, Sign Ordinance, and others. This will be accomplished in three phases:

1. Project Initiation: including document review and background research on current city codes/comprehensive plan, orientation and kick off with key stakeholders, and creating a public outreach plan.
2. Diagnosis: including an assessment of the city’s comprehensive plan and related ordinances, presentations to P&Z and Council, and an annotated outline which is an overview of changes proposed.
3. Drafting: including three different modules that will make up the entire code, a revision guide, 3 public outreach meetings (one for each module), final drafts, and presentations for adoption to P&Z and City Council.

**Requested Action**

Request City Council approval of the agreement with White & Smith, LLC.

**Funding Summary**

This agreement is funded through the Community Improvement Plan (CIP) approved by Council during the last budgeting process. There was \$300,000 budgeted and the contract presented to Council is for \$269,798 after going through a final & best offer process with the top three scored proposals.

**Community Engagement Summary**

Through the process, the consultant and staff will create a public engagement plan. This will include various ways we will share information. We will also hold public meetings to go over specific phases of the process in an effort to gather input. Lastly, there will be multiple meetings at Planning & Zoning Commission and City Council where interested citizens and others may attend to learn more.

**Staff Recommendation**

Staff recommends approval as presented

**AGREEMENT BETWEEN WHITE & SMITH, LLC, AND  
THE CITY OF AMARILLO, TEXAS**

**City of Amarillo Revision of Zoning Ordinance**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Amarillo, Texas, hereinafter called the "City", and White & Smith, LLC, hereinafter called the "Firm."

**WHEREAS**, the City is in need of certain revisions to its Zoning Ordinance; and

**WHEREAS**, the Firm has planning expertise in providing these services; and

**WHEREAS**, the Firm, in partnership with Kendig-Keast Collaborative, submitted a proposal, dated October 16, 2018; and

**WHEREAS**, the City requested a Best and Final Offer on December 26, 2018, which the Firm provided on January 4, 2019; and

**WHEREAS**, after evaluation and assessment, the City informed the Firm on February 7, 2019 that it was selected to prepare the City's needed revisions to its Zoning Ordinance.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED**, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Firm shall provide those services to the City as identified in the Appendix A of this Agreement. City shall pay Firm an amount not to exceed Two-Hundred and Sixty-Nine Thousand Seven Hundred and Ninety-Eight Dollars (\$269,798) for the performance of all services as defined in Appendix A of this Agreement. Firm will submit an invoice to the City monthly for Services performed. Firm will submit invoices electronically to Andrew Freeman at Andrew.freeman@amarillo.gov. City will pay each invoice within thirty (30) calendar days of receipt.
2. This Agreement includes the terms set forth in Appendix B.
3. In performing the services requested, the Firm shall perform all steps necessary to the full and effective performance of the tasks specified in Appendix A. The City will ensure timely responses to requests for information and data, in order for the Firm to comply with the Estimated Phasing Schedule in Appendix A. Firm shall provide sufficient qualified personnel to perform all services as required in Appendix A, as described in our proposal, dated October 16, 2018, and the following terms apply:
  - a. The City will arrange and pay for needed meeting space during the term of this agreement, including provision of notice for meetings and hearings.
  - b. A single draft of the deliverables described in Appendix A will be provided for each review cycle described.
  - c. Staff will assemble its comments during each cycle and will reconcile internal alternative approaches or conflicts, or will identify those that remain unreconciled for Firm input and mutual resolution.
  - d. The City and Firm will identify a time period for receiving public input for each public input session held, and following each period, the City will assemble public

*Agreement between White & Smith, LLC & City of Amarillo, Texas*

comments into a single transmittal to the Firm project manager, to be addressed in the subsequent revision cycle, or for follow up as necessary with City staff.

- e. The dates of meetings are only estimated in Appendix A (not to exceed 7 firm trips) and actual dates will be determined after consultation between the City and the Firm.
4. The Firm shall base the analysis on data and information available at the time of the project and provided by the City upon request and the Firm is not responsible for completing new studies in support of the revisions to the Zoning Code.
5. The term of this agreement shall be from date of execution to twenty (20) months from that date, unless both parties agree to extend this contract for additional time. In order meet that timeframe, the City and Firm agree as follows:
6. Notwithstanding the foregoing, this agreement may be terminated by the City upon thirty (30) days written notice, with or without cause. If this agreement is terminated, the Firm shall be paid for services performed to the date of receipt of such termination notice by the Firm.
7. Any notices to be given by either party to the other must be in writing via e-mail or mailed by certified mail, to the following addresses:

City: Andrew Freeman, PO Box 1971, Amarillo, Texas 79105-1971

Firm: Tyson Smith, AICP, 255 King Street; Suite 7, Charleston, SC 29403

8. This agreement is non-assignable by the Firm and its subcontractors.
9. This agreement represents the entire and integrated agreement between the City and the Firm, and shall supersede all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the City and the Firm. Written and signed amendments shall automatically become part of the agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
10. In the event any provision of the agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.
11. Consultant agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all claims, damages, and liabilities arising out of the negligent acts, errors, or omissions of the Firm and its employees in performing services under this agreement. The Firm is to perform in a sound and professional manner by exercising the degree of care, skill, and diligence in the performance of the services as is exercised by a professional under similar circumstances at the time such services are performed.

*Agreement between White & Smith, LLC & City of Amarillo, Texas*

**IN WITNESS WHEREOF**, the parties have caused the agreement to be signed by their duly authorized Representatives as of the date first above written.

**CITY OF AMARILLO, TEXAS**  
(CLIENT)

BY: \_\_\_\_\_  
Jared Miller, City Manager

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FRANCES HIBBS, CITY SECRETARY

**WHITE & SMITH, LLC**  
(CONSULTANT)

BY: \_\_\_\_\_  
Tyson Smith, AICP, Shareholder

DATE: \_\_\_\_\_

## APPENDIX A

### SCOPE OF WORK

White & Smith will lead the project, conduct document review and background research, prepare deliverables, and coordinate with City staff. Kendig-Keast Collaborative will assist with preparation of the Comprehensive Plan & Zoning Ordinance Assessment, including an evaluation of the need to realign or revisit current zoning districts based on the Comprehensive Plan and/or recommended changes to the Zoning Ordinance. The estimated timeframes for undertaking each task is set forth in the “Estimated Phasing Schedule” following the task descriptions.

#### TASK 1: PROJECT INITIATION

*1.1 - Document Review & Background Research*

*1.2 - Orientation & Kick-Off*

*1.3 - Public Outreach Plan*

*During Task 1, we will:*

- attend and lead a project kick-off meeting with staff, including:
  - staff and team orientation
  - data collection, and
  - a windshield survey of the City.
- gather and review background data and policy documents, including the Amarillo Comprehensive Plan and amendments such as the Barrio Neighborhood Plan;
- meet with key stakeholders, including the Planning & Zoning Commission and members of City Council; and
- begin refining the project’s scope of services.
- work with staff and the Planning & Zoning Commission to refine the project scope, if needed and identify the most appropriate public participation and outreach strategies.

Task 1 Deliverables & Meetings:

- Kick-Off Meeting
- Stakeholder Interviews
- Public Outreach Plan

#### TASK 2: DIAGNOSIS

*2.1 - Comprehensive Plan & Zoning Ordinance Assessment*

In this task, we will analyze and evaluate the Amarillo Comprehensive Plan (2010) and the City’s existing Zoning Ordinance.

We will review zoning-related recommendations outlined in the Comprehensive Plan, and analyze the feasibility of implementing specific recommendations based on statutory authority,

complexity, administrative burden, and the like. We will also identify areas requiring additional research and/or discussion and review those items with the City Council, Planning & Zoning Commission and City staff. Our findings and recommendations will be discussed in the written assessment. We will also recommend additional potential revisions not identified in the Plan but that are necessary to ensure a complete and effective ordinance that meets local needs.

Our review of the Zoning Ordinance will include evaluation of existing zoning districts and standards, regulations of general applicability, definitions, and administrative and enforcement procedures. In addition, this analysis will compare the current zoning map to the comprehensive plan land use maps.

In addition to Chapter 4-10 – Zoning, we will examine and provide recommendations pertaining to other chapters in Title IV, including:

- Chapter 4-2, Signs;
- Chapter 4-6, Platting and Subdivision Improvement and Maintenance;
- Chapter 4-7, Manufactured Homes and Recreational Vehicle Parks;
- Chapter 4-9, Airport Height Hazard and Zoning Regulations; and
- Chapter 4-11, Landmarks and Historic Preservation.

We will also assess the strengths and weaknesses of the existing document based on its structure, clarity, organization, and ease of use.

We will present a draft of our assessment for staff review, then another revised version for City Council and Planning & Zoning Commission input.

#### *2.2 - Planning & Zoning Commission Meeting*

Following completion and staff review of the document, we will present the Comprehensive Plan & Zoning Ordinance Assessment to the City Council and Planning & Zoning Commission. The feedback will provide the direction necessary to develop the Annotated Outline, the final step prior to drafting the revised Zoning Ordinance.

#### *2.3 - Annotated Outline*

In this task, we will develop an annotated outline of the code with section by section changes. The outline will be based on the information gathered in Task 1, the findings of the Comprehensive Plan & Zoning Ordinance Assessment in Task 2.1, input received on the diagnostic in Task 2.2, and the list of revisions identified by staff.

The Annotated Outline will provide a user-friendly, condensed overview of changes to Zoning Ordinance. It will include:

- An overview of proposed changes to the structure and substance of the Zoning Ordinance;
- A correspondence table that links new sections and headings to existing sections and headings;
- A commentary explaining the rationale for the recommended changes to each section of the Zoning Ordinance;

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- Examples of how the updated Zoning Ordinance could implement the recommendations of the Amarillo Comprehensive Plan at representative locations in the City; and
- Ways in which the Zoning Ordinance would be integrated and consistent with other regulations.

We will present a draft of the Annotated Outline to staff and, following its review and input, will finalize the Annotated Outline as the guiding document for staff and the consultants for drafting in Task 3.

Prior to drafting the new ordinance, we will create style and technical infrastructure templates, which will establish the numbering structure and overall document design for the revised ordinance, including fonts, headers, footers, and table of contents. This will enable us to seamlessly integrate existing and new language into the ordinance in a unified format. We will also work with staff in this task to establish tracking mechanisms for existing and new language that may include tracked changes in Microsoft Word, commentary boxes, tables, and footnotes.

Task 2 Deliverables & Meetings:

- Comprehensive Plan & Zoning Ordinance Assessment (Staff and P&Z Commission drafts - two)
- City Council and Planning & Zoning Commission Meetings (same trip, separate meetings anticipated)
- Annotated Outline (Staff and final drafts - two)

*Task 3: Drafting*

*3.1 - Draft Zoning Ordinance Module #1*

*3.2 - Draft Zoning Ordinance Module #2*

*3.3 - Draft Zoning Ordinance Module #3*

This stage of the process involves the development of formal code language, review and feedback, and a final draft for public review and presentation for adoption. Mark White, Tyson Smith, and David Baird will ensure the draft complies with Texas and federal law.

The amendments will be drafted in modules. The Annotated Outline will describe the modules and lay out a schedule for public input. The modules will be designed through discussions and input of City staff, but may be divided as follows: 1) district structure and design guidelines, 2) development standards, and 3) procedures/administration/legal issues.

The initial drafts will include footnotes and highlights describing the rationale for new standards and procedures and their relationship to the Amarillo Comprehensive Plan. We will point out major changes, along with any existing standards that are carried forward or clarified.

The drafts will include technical enhancements, such as graphics, tables, and charts, that will make it easier to use and understand than the current code. We will also include a logical flow, running headers, and other enhancements that facilitate its understanding by the general public.

For each module, we will prepare an initial draft for staff input and review. Following its review, City Staff will provide consolidated written comments to the Firm for the Public Review draft of the ordinances in the given module.

### *3.4 - Revision Guides*

In conjunction with the draft Modules, we will prepare Revision Guides to explain the proposed revisions and ensure the public and elected and appointed officials have a clear understanding of new text, deleted text, and substantial and/or conceptual changes.

### *3.5 - Public Outreach Meetings*

Following completion of each draft Module, we will conduct a public meeting to receive feedback on the Public Review draft of the module. These could be open meetings with the City Council, Planning & Zoning Commission, public workshops, or another appropriate format to engage the community. The meeting format(s) will be identified in the Public Outreach Plan (see Task 1.3). Mark White, Tyson Smith, Kelly Cousino, and/or David Baird will attend these meetings.

### *3.6 - Final Drafts*

Following Public Outreach Meetings, we will prepare a final draft of the ordinances for consideration of adoption.

An Executive Summary explaining changes from the initial Public Review draft will be included. The Executive Summary will be digitally posted/distributed to the general public and the media prior to the Planning & Zoning Commission public hearing. This material will be available at least one month in advance of the public hearing held for consideration of adoption.

We will also prepare updated Zoning Maps as needed to implement the Zoning Ordinance Revisions.

### *3.7 and 3.8 - Adoption Process*

We will provide the ordinance in Microsoft Word (along with an html version and downloadable PDFs that can be posted online), or another format as specified in prior tasks.

#### Task 3 Deliverables & Meetings:

- Staff Review Drafts of the Zoning Ordinance Modules
- Revision Guides
- Public Review Drafts of the Zoning Ordinance Modules
- Public Outreach Meetings (3 total, one per Module)
- Final Draft Zoning Ordinance for consideration of Adoption
- Updated Zoning Maps (if needed)
- Planning & Zoning Commission Public Hearing
- City Council Public Hearing and First Reading
- Final Version of Zoning Ordinance & Zoning Maps

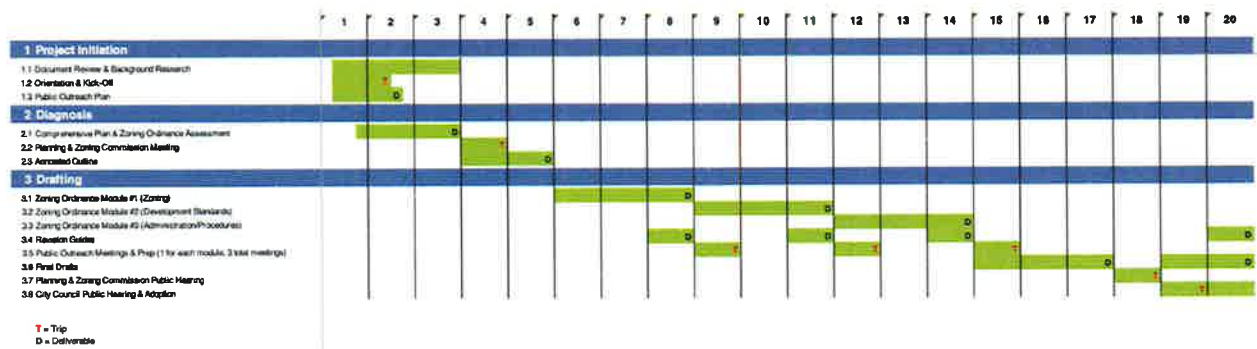


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ESTIMATED PHASING SCHEDULE

The following illustrates the anticipated phasing of the project and for the development of the revised Zoning Ordinance in three modules. However, after the project is begun, the City and Firm may agree to adjust timeframes as needed, without need for a written contract amendment, unless agreed-to adjustments would result in more than 20 months needed to complete the project.

Month 1 is the first full month after execution of this agreement, based on when the Task 1.2 Orientation and kick-off meetings can be scheduled with the City.



## APPENDIX B

### ADENDUNDEM TO AGREEMENT BETWEEN WHITE & SMITH, LLC AND THE CITY OF AMARILLO

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

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

3. This Agreement is entered into and is to be performed in the State of Texas. City and Firm 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 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. CITY does not arbitrate but may consider mediation of a dispute.

4. By its execution herein, Firm affirms that it has not engaged in business with Iran, Sudan, or a foreign terrorist organization as defined by Subchapter F of Section 2252 of the Texas Government Code. Firm further affirms that it does not boycott Israel and will not boycott Israel during the term of the Agreement pursuant to Chapter 2270 of the Texas Government Code.

5. Firm 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 City unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by Firm or its employees and agents shall be used by Firm or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.