

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, APRIL 23, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Davlyn Duesterhaus, BSA Chaplain

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:
Pedestrian and Bicycle Safety Advisory Committee (04/15)
 - C. Amarillo Economic Development Corporation Quarterly Update;
 - D. Update on Tourism Public Improvement District;
 - E. Update on Thompson Park Swimming Pool; and
 - F. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on April 16, 2019.
- B. **ORDINANCE NO. 7783:**
(Contact: Trent Davis, Purchasing Agent)
This is the second and final reading of an item considering the approval of an Ordinance amending the Amarillo Municipal Code, Chapter 2-4, Article III and adding Section 2-4-45 Disposition of Surplus or Obsolete Property.
- C. **APPROVAL -- INTERLOCAL COOPERATION CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY CRIME LABORATORY SERVICE (DPS):**
(Contact: Chief Ed Drain, Amarillo Police Department)
\$71,062.57
This contract provides for the City of Amarillo, through the Amarillo Police Department (APD), to have DPS analyze all controlled substances, marijuana, and synthetic drugs. The purpose of the contract is to ensure all drug evidence submitted by the APD is analyzed in a timely manner to support prosecution of criminal cases. This contract is a renewal and will remain in effect for a period of one year from the date of execution.

- D. **APPROVAL - PURCHASE OF ANNUAL MAINTENANCE AGREEMENT FOR HEXAGON SAFETY INFRASTRUCTURE (LEADS):**
 (Contact: Chief Ed Drain, Amarillo Police Department)
 Awarded to Hexagon Safety and Infrastructure (Intergraph Corporation) -- \$101,228.64.
 This purchase is for Leased Computer Software.
- E. **CONSIDER -- CONTRACT FOR KSA ENGINEERS FOR INSPECTION SERVICES IN THE REPAIR TO FILTERS AT OSAGE WATER TREATMENT PLANT:**
 (Contact: Jonathan Gresham, Director of Utilities)
 KSA Engineers -- \$ 64,400.00
 This agenda item is the approval of an emergency contract with KSA Engineers to act on the City's behalf as construction project management in the repair of two filters (#2 and #3) of the eight rapid sand filters at the Osage Water Treatment Plant.
- F. **CONSIDER – APPROVAL OF ARMORED CAR SERVICES:**
 (Contact: Laura Storrs, Finance Director)
 Rochester Armored Car Co. -- \$143,555.92
 This item approves the armored car services for various City departments.
- G. **CONSIDERATION OF A COMMUNICATIONS SYSTEM AGREEMENT – MUTUAL AID ACCESS WITH TEXAS A&M FOREST SERVICE:**
 (Contact: Kevin Starbuck, Assistant City Manager)
 The Communications System Agreement for Mutual Aid Access establishes an Agreement between the City of Amarillo and Texas A&M Forest Service to provide limited access to the City of Amarillo's NEXGEN Radio Communications System. Mutual aid access with Texas A&M Forest Service is important to enhancing the safety and coordination of emergency responders.

3. **NON-CONSENT ITEMS:**

- A. **FIRST READING OF ORDINANCE NO. 7784 ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS APPROXIMATELY 328.67 ACRES OF LAND LOCATED IN SECTION 65 AND A PORTION OF THE RIGHT-OF-WAY IN SECTION 66, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS:**
 (Contact: Cris Valverde, Assistant Director Planning and Development Services)
- This item is to consider on first reading the proposed annexation of approximately 329 acres south of the existing Heritage Hills neighborhood. This is the result of a petition from the property owner requesting annexation.
- The land is vacant, yet is anticipated to develop with 949 single-family detached and/or attached homes, 39 acres of various non-residential uses, and a new elementary school for the Canyon Independent School District.
- On March 26 and April 2, City Council held public hearings regarding this proposed annexation.
- B. **RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2019 WORKING RANCH COWBOYS ASSOCIATION'S WORLD CHAMPIONSHIP RANCH RODEO:**
 (Contact: Sherman Bass, Civic Center Manager)
 This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

- C. **CONSIDERATION OF A RESOLUTION SUPPORTING THE 2020 U.S. CENSUS:**
(Contact: Kevin Starbuck, Assistant City Manager)
This resolution provides City Council and City of Amarillo support to the 2020 U.S. Census to be conducted by the U.S. Census Bureau.
- D. **CONDUCTS A PUBLIC HEARING AND CONSIDERS APPROVAL OF RESOLUTION AFFIRMING THE EXISTING DROUGHT CONTINGENCY PLAN:**
(Contact: Floyd Hartman, Assistant City Manager)
This agenda item is a public hearing and consideration of approval of a resolution renewing the existing Drought Contingency Plan for the next 5 years. TCEQ rules require the City to have the Drought Contingency Plan and be reviewed every 5 years. The City of Amarillo Drought Contingency Plan was updated in 2014. Staff is not proposing any changes to the plan that was approved in 2014. The City has not implemented any stages of the plan since it was updated in 2014.
- 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) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison 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 19th day of April 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 16th day of April 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

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

JARED MILLER
MICHELLE BONNER
MARCUS NORRIS
STEPHANIE COGGINS
FRANCES HIBBS

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

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

PUBLIC COMMENT

Rusty Tomlinson, 5700 Canyon Drive, stated he attended the school board meeting last night where they discussed changing the confederate school names. He further challenged Council to come up with a plan to improve the economic disadvantaged children and minimum wage. Gary Prescott, 10101 Amarillo Boulevard West, spoke on property which was taken by plat and other citizens' property being taken without compensation. James Schenck, 6216 Gainsborough Road, spoke on public comment needing to be heard and the time of the meetings. He stated that he recently learned that LGC owns the parking garage and the retail space was still empty. He spoke on the passing of SB2. He inquired about the next AEDC quarterly report. He further stated the schools assist with the underprivileged children and 95% get breakfast for free and snack pak food. 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 16th day of April 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

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

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

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

The invocation was given by David Ritchie, Redeemer Christian Church. Mayor Nelson led the Pledge of Allegiance.

Proclamations were presented for "Beta Sigma Phi Week," "Keep Amarillo Clean," and "National Public Safety Telecommunications Week."

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Reports and updates from City Councilmembers serving on outside Boards: Beautification & Public Arts Advisory Board (04/10)
- C. Discussion on Upcoming Census;
- D. Wayfair Legislation Update; and
- E. Consider future Agenda items and request reports from City Manager.

CONSENT ACTION ITEMS:

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

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on April 9, 2019.
- B. **CONSIDER APPROVAL – PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR THE ANALYSIS AND DESIGN OF EROSION REPAIRS FOR MARTIN ROAD LAKE:**
(Contact: Kyle Schniederjan, Director of Capital Projects & Development)
Awarded to: HDR, Engineering -- \$474,614.00
This item is a professional services agreement with HDR Engineering, Inc. for the erosion repairs for Martin Road Lake. HDR Engineering, Inc. was selected for this project due to their unique qualifications including preliminary analysis for the design of this project.
- C. **CONSIDER CHANGE ORDER NO. 5 FOR 2-INCH WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS – PHASE I:**
(Contact: Kyle Schniederjan, Director of Capital Projects & Development)
Amarillo Utility Contractors -- \$12,359.45

This item is Change Order No. 5 which is the final project change order to adjust quantities to match what was actually installed.

Original Contract:	\$ 1,621,258.00
Current Change Order:	\$ 12,359.45
Previous Change Orders:	\$ <u>326,721.00</u>
Revised Contract Total:	\$ 1,960,338.45

D. **CONSIDER AWARD – SACKED CEMENT:**

(Contact: Trent Davis Purchasing Agent)

Awarded to: A-1 Building Supply -- \$67,339.40

This item is to consider award of the Sacked Cement Annual Supply Agreement.

E. **CONSIDER AWARD – AGREEMENT FOR ENGINEERING SERVICES, LANDFILL GAS COLLECTION AND CONTROL SYSTEM ANNUAL OPERATION, OVERSIGHT AND REGULATORY REPORTING:**

(Contact: Blair Snow, Interim Solid Waste Superintendent)

HDR Engineering, Inc.

Annual Operations and Oversight -- \$69,500.00

This item is to consider award of the Professional Services Agreements for Engineering Services for 2019/2020 Operations, Oversight, and regulatory Reporting of the City of Amarillo Landfill Gas Collection and Control System.

F. **CONSIDER AWARD – STANDARD UTILITY AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT):**

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

This item is to consider Standard Utility Agreement U15496 which provides for reimbursement of qualifying expenses incurred by the City during the relocation of utilities associated with the TXDOT construction of the new SL 335 from Soncy Road to Helium Road and from Hollywood Road to I-40. The cost estimate of the utility relocations is \$2,272,468 and the eligibility ratio for reimbursement from TXDOT in this agreement is 100%.

G. **CONSIDER CHANGE ORDER NO. 1 FOR OSAGE WATER TREATMENT PLANT:**

(Contact: Jonathan Gresham, Director of Utilities)

Dowtech Specialty Contractors, Inc. -- Change Order \$396,125.00

This agenda item is the approval of a change order to include removal and replacement of Filter #7 at the Osage Water Treatment Plant (OWTP). The rapid sand filters are essential to maintain adequate potable water production at the OWTP. The plant is permitted with the allowance of one filter to be out of service at any given time. We have experienced unexpected failures on filters #2, #3 and filter #7. Filters #2 and #3 are being included in a separate contract. Based on historical demands, the City anticipates the need for maxim treating capacity from May through September of 2019.

The change order work includes removal and replacement of one filter at the Osage Water Treatment plant. The work is being treated as an emergency because of their failure and upcoming high water demand due to the weather and time of year.

Original Contract:	\$ 1,990,400.00
Change Order No 1:	\$ <u>396,125.00</u>
Revised Contract Total:	\$ 2,386,525.00

H. **SALE – PROPERTY:**

Sheriff Sale Properties in Potter County.

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

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented an ordinance considering the approval of an ordinance amending the Amarillo Municipal Code, Chapter 2-4, Article III and adding Section 2-4-45 Disposition of Surplus or Obsolete Property. This item was presented by Trent Davis, Director of Purchasing. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following ordinance be approved:

ORDINANCE NO. 7783
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO,
TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 2-
4, ARTICLE III, AND ADDING SECTION 2-4-45 DISPOSITION OF
SURPLUS OR OBSOLETE PROPERTY; PROVIDING FOR
RATIFICATION OF PAST DISPOSITIONS; SEVERABILITY; REPEALER;
AND AN EFFECTIVE DATE.

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

ITEM 3B: Mayor Nelson presented a resolution supporting the designation of the extension of Interstate 27 as a Future Interstate by Congress, and urges the state of Texas and particularly the Texas Department of Transportation to support such designation. This item was presented by Andrew Freeman, Director of Planning and Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that the following resolution be approved:

RESOLUTION NO. 04-16-19-1
A RESOLUTION OF THE CITY COUNCIL OF AMARILLO; SUPPORTING
THE DESIGNATION OF AN EXTENSION OF INTERSTATE 27 AS A
FUTURE INTERSTATE IN TEXAS.

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

ITEM 3C: Mayor Nelson presented an item approving an emergency contract to repair two, filters #2 and #3 of the eight rapid sand filters at the Osage Water Treatment Plant (OWTP). The rapid sand filters are essential to maintain adequate potable water production at the OWTP. The plant is permitted with the allowance of one filter to be out of service at any given time. We have experienced unexpected failures on filters #2, #3 and filter #7 is being repaired under a construction contract. Filter #7 is not included in the emergency contract because of being under an existing contract. Based on historical demands, the City anticipates the need for maximum treating capacity from May through September of 2019.

The emergency work includes removal and replacement of two filters at the Osage Water Treatment plant. The work is being treated as an emergency because of their failure and upcoming high water demand due to the weather and time of year. This item was presented by Floyd Hartman, Assistant City Manager and Jonathan Gresham, Director of Utilities. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, to approve this item.

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

ITEM 3D: Mayor Nelson stated there was a need to reappoint Councilmember positions on the Neighborhood Plan Committee and the Santa Fe Depot Subcommittee. Motion was made by Councilmember Powell to appoint Mayor Pro Tem Elaine Hays to the Neighborhood Plan Committee, seconded by Councilmember Sauer.

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

Mayor Nelson stated the need to be included to the Santa Fe Depot Subcommittee. Currently, Councilmembers Smith and Hays serve on this board. Motion was made by Councilmember Sauer to appoint Mayor Nelson in the place of Councilmember Hays, seconded by Councilmember Powell.

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

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

DRAFT

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	4/23/2018	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis Director of Purchasing		

Agenda Caption

This item is to consider the approval of an Ordinance amending the Amarillo Municipal Code, Chapter 2-4, Article III and adding section 2-4-45 Disposition of Surplus or Obsolete Property.

Agenda Item Summary

This item is to consider an Ordinance for the Disposition of Surplus or Obsolete Property.

Requested Action

Consider approval of Ordinance for the Disposition of Surplus or Obsolete Property

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Ordinance

ORDINANCE NO. 7783

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 2-4, ARTICLE III, AND ADDING SECTION 2-4-45 DISPOSITION OF SURPLUS OR OBSOLETE PROPERTY; PROVIDING FOR RATIFICATION OF PAST DISPOSITIONS; SEVERABILITY; REPEALER; AND AN EFFECTIVE DATE.

WHEREAS, Texas municipalities may dispose of obsolete and surplus equipment, vehicles, and supplies in any reasonable manner consistent with sound stewardship of public property; and

WHEREAS, the City Council now finds that past administrative practices for disposing of the City's obsolete and surplus property have been appropriate, reasonable, and consistent with sound stewardship of public property; and

WHEREAS, this ordinance is intended to both ratify prior property dispositions and to provide formal authorization for the future disposition of obsolete and surplus personal property of the City;

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

SECTION 1. The Amarillo Municipal Code, Chapter 2-4, Article III, be and hereby is amended to rename such Article, to reserve certain sections, and to add a new section 2-4-45, all to read as follows:

**ARTICLE III. PURCHASES, CONTRACTS, AND BIDDING;
AND DISPOSAL OF SURPLUS OR OBSOLETE PROPERTY**

Sec. 2-4-35. [TEXT UNCHANGED]

Sec. 2-4-36 to 2-4-44. Reserved.

Sec. 2-4-45. Disposition of Surplus or Obsolete Personal Property.

(a) Generally. The City Purchasing Agent or designee is authorized to dispose of municipal equipment, vehicles, and supplies which are obsolete, surplus, or otherwise no longer useful to the City, by way of: sale, exchange, trade-in, auction, reverse auction, or as otherwise provided in this section or by state law.

(b) Firearms. The City Purchasing Agent or designee shall, as to firearms that are in safe and operable condition, work with the City Attorney to cause either: (i) the transfer of such firearm for use by a City Department having a *bona fide* official use for such; (ii) destruction of such, pursuant to a court order; or, (iii) it to be transferred upon consignment to a federally licensed firearm dealer for the public sale of such firearms.

(c) Rubbish. The Purchasing Agent or designee may authorize the abandonment or destruction of obsolete or surplus City equipment, vehicle, or supply which has no remaining

commercial value or, for which the estimated cost of continued care, handling, repair, maintenance or storage would exceed the estimated commercial value.

(d) Transfer. Upon a determination by the Purchasing Agent that the best interests of the public would be served, the Purchasing Agent or designee may transfer surplus equipment, vehicle, or supplies to another governmental unit; first responder organization; or a charitable, civic, or nonprofit organization, with the consent of the City Manager and upon terms acceptable to the City Attorney. Provided, however, where the estimated fair market value of an item to be so transferred exceeds \$50,000, then the transfer may occur only after approval by the City Council.

Sec. 2-4-46 to 2-4-49. Reserved.

SECTION 2. Ratification. Nothing in this ordinance shall be construed to mean or imply there has been any lack of authority for or propriety in any prior disposition of City property before the effective date of this Ordinance. All prior dispositions of surplus or obsolete personal property of the City are hereby ratified and approved as being authorized proper acts of the City.

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

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

SECTION 5. Effective Date. This ordinance shall be effective upon adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 16th day of April, 2019; and PASSED on Second and Final Reading the 23rd day of April, 2019.

Ginger Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Frances Hibbs, City Secretary

Bryan S. McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 23, 2019	Council Priority	Interlocal Cooperation Contract APD/DPS
Department	City Manager		
Contact	Chief Drain		

Agenda Caption

Interlocal Cooperation Contract (Contract) – For Department of Public Safety Crime Laboratory Service (DPS) to provide a dedicated forensic scientist to perform analysis of controlled substances, marijuana, and synthetic drugs for APD – \$71,062.57

Agenda Item Summary

The Contract provides for the City of Amarillo, through The Amarillo Police Department (APD), to have DPS analyze all controlled substances, marijuana, and synthetic drugs. The purpose of the contract is to ensure all drug evidence submitted by the Amarillo Police Department is analyzed in a timely manner to support prosecution of criminal cases. This Contract is a renewal and will remain in effect for a period of one year from the date of execution.

Requested Action

Approval of the Contract to be signed by the City Manager.

Funding Summary

No State or Federal funds will be used for this purchase. Funding is available in account 1610.62000.

Community Engagement Summary

N/A

Staff Recommendation

This item is recommended for approval by the City Manager.

INTERLOCAL COOPERATION CONTRACT
Between
The City of Amarillo (Amarillo)
and
The Department of Public Safety (DPS)

I. AUTHORITY

Amarillo and DPS enter into this contract under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

Amarillo certifies that it has the authority to contract for the services by authority granted in Texas Local Government Code Chapter 252.

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code § 411.009.

II. STATEMENT OF SERVICES TO BE PERFORMED

A. DPS will perform the following governmental functions and services.

- i. DPS will analyze all controlled substances, marijuana, and synthetic drugs that Amarillo submits.
- ii. DPS will test all exhibits that Amarillo submits for analysis upon first submission.
- iii. DPS will hire and provide one forensic scientist to perform analysis of controlled substances, marijuana, and synthetic drugs in association with this Contract. The FTE will be a DPS employee who will be hired and managed at DPS's discretion.
- iv. The forensic scientist will work on Amarillo cases awaiting analysis before examining evidence from other entities as long as this Contract is in place.
- v. For controlled substance cases consisting of two items or less, DPS will provide a 30-day or less turn-around time from the date of submission to the DPS Laboratory. For controlled substance cases containing more than two items, DPS will attempt to provide a 30-day or less turn-around time from the date of submission to the DPS Laboratory. DPS will give preference to the analysis of evidence submitted that rises to the level of felony charges.
- vi. DPS will invoice Amarillo monthly for payment of services that DPS performs (such as personnel services), as provided in Article II (Statement of Services).

B. Amarillo will do the following.

- i. Amarillo will submit no more than 80 cases per month.
- ii. Amarillo will pay DPS for operating and equipment expenses and for administrative services upon execution of this Contract.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

Personnel services (<i>salaries, benefits</i>)	\$ 63,841.53
Travel costs	\$ 500.00
Operating and equipment expenses (<i>supplies, materials, computer, monitors</i>)	\$ 5,000.00
Administration services (2.5%)	\$ 1,721.04
TOTAL AMOUNT DUE	\$71,062.57

IV. CONTRACT AMOUNT

The annual total amount of this Contract will not exceed the listed amount provided in Article III.

V. EFFECTIVE DATE

This Contract will become effective from the date of the last signature and will terminate one year from that effective date.

VI. CONTRACT AMENDMENTS

This Contract may not be amended without written agreement from both parties.

VII. NOTICE

The respective party will send the other party notice to the following representatives.

City of Amarillo through the Amarillo Police Department
c/o Ed Drain, Chief of Police
200 SE 3rd Ave., Amarillo, TX 79101

Department of Public Safety (DPS)
Law Enforcement Support, Crime Laboratory Services
c/o Brady Mills
5800 Guadalupe St., Austin, TX 78752

VIII. TERMINATION

Either party may terminate this Contract with 30 days' advance written notice. Upon notice, DPS will immediately discontinue all services and deliver to Amarillo all reports, whether complete or incomplete at the time of notice. Amarillo will reimburse for all services performed up to the termination date.

Both parties understand and agree that funds are contingent upon the availability of appropriated funds. Amarillo will provide DPS with 30 days' written notice if the funds are no longer available.

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

CITY OF AMARILLO, TEXAS

DEPARTMENT OF PUBLIC SAFETY

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: Jared Miller

Name: Skylor Hearn

Title: City Manager

Title: Deputy Director, Law Enforcement Services

Date: _____

Date: _____

ATTEST:

By: _____
Frances Hibbs, City Secretary

Amarillo City Council Agenda Transmittal Memo



Meeting Date	April 23, 2019	Council Priority	Public Safety
Department	Police		
Contact	Chief Drain		

Agenda Caption

Purchase of Annual Maintenance Agreement for Hexagon Safety Infrastructure (ILEADS). Purchase will be funded on account #1610.69300: Leased Computer Software. Awarded to Hexagon Safety and Infrastructure (Intergraph Corporation) for a total of \$101,228.64.

Agenda Item Summary

This is for the Annual Maintenance of the Intergraph Records Management Software for Police and Law Enforcement. The system enables quick data entry, immediate search and retrieval, and extensive reporting capabilities. It provides timelier and also accurate information to support Law Enforcement operations, Investigations and Administration. For the Amarillo Police Department, it captures data, data sharing, criminal histories, investigations, and dispatch reports; it also provides Affidavits, mug shots, Warrant information, Police records, Alarm Permits, and additional Employee information.

Requested Action

Request Council's approval for the purchase of the annual maintenance agreement for ILEADS.

Funding Summary

No State or Federal funds will be used for this purchase. Funding is available in Account # 1610.69300.

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 6438 HEXAGON SAFETY INFRASTRUCTURE(ILEADS)
Opened 4:00 p.m. April 10, 2019

To be awarded as one lot

HEXAGON SAFETY
INFRASTRUCTURE

Line 1 GeoMedia Professional CC-
Component, per specifications

12 ea

Unit Price

\$235.000

Extended Price

2,820.00

Line 2 Server NL, per specifications

12 ea

Unit Price

\$464.210

Extended Price

5,570.52

Line 3 Server NL-Test License, per
specifications

12 ea

Unit Price

\$0.000

Extended Price

Line 4 Records Management System, per
specifications

1,500 ea

Unit Price

\$34.730

Extended Price

52,095.00

Line 5 Incident Based Reporting CC, per
specifications

12 ea

Unit Price

\$211.850

Extended Price

2,542.20

Line 6 Incident Based Reporting CC-Test
License, per specifications

12 ea

Unit Price

\$0.000

Extended Price

-

Line 7 Mugshot Capture System, per
specifications

12 ea

Unit Price

\$211.850

Extended Price

2,542.20

Line 8 Mugshot Capture System NL-Test
License, per specifications

12 ea

Unit Price

\$0.000

Extended Price

-

Line 9 State Suite(Texas), per
specifications

12 ea

Unit Price

\$517.000

Extended Price

6,204.00

Line 10 Records Explorer, per
specifications

12 ea

Unit Price

\$906.310

Extended Price

10,875.72

Line 11 Incident Analyst CC, per specifications

12 ea

Unit Price

\$86.820

Extended Price

1,041.84

Line 12 Texas State Accident Report, per specifications

12 ea

Unit Price

\$71.050

Extended Price

852.60

Line 13 I/F Citation Import, per specifications

12 ea

Unit Price

\$500.300

Extended Price

6,003.60

Line 14 I/F Warrant Import, per specifications

12 ea

Unit Price

\$250.150

Extended Price

3,001.80

Line 15 State Accident Report, per specifications

12 ea

Unit Price

\$418.580

Extended Price

5,022.96

Line 16 Informer to Tlets-DL Photo, per specifications

12 ea

Unit Price	\$77.510	
Extended Price		930.12
<hr/>		
Line 17 Custom Notification-Supplement Changes, per specifications		
12 ea		
Unit Price	\$143.840	
Extended Price		1,726.08
<hr/>		
Bid Total		101,228.64
<hr/> <hr/>		
Award by Vendor		101,228.64

Amarillo City Council Agenda Transmittal Memo



Meeting Date	04/23/2019	Council Priority	Long-term Plan for Infrastructure
Department	Water Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

CONSIDER: Contract for KSA Engineers for Inspection Services in the repair to filters at Osage Water Treatment Plant. Job 523380.17400.1040

KSA Engineers: \$ 64,400.00

Agenda Item Summary

This agenda item is the approval of an emergency contract with KSA Engineers to act on the City’s behalf as construction project management in the repair of two filters (#2 and #3) of the eight rapid sand filters at the Osage Water Treatment Plant (OWTP). The rapid sand filters are essential to maintain adequate potable water production at the OWTP. KSA will report to the City whenever KSA or its Resident Project Representative (RPR) believes that any part of the contractor’s work in progress will not produce a completed project that conforms generally to the contract documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the City of that part of work in progress that KSA believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. The work is being treated as an emergency because of their failure and upcoming high water demand due to the weather and time of year.

Requested Action

Consider approval of the contract for execution by the City Manager.

Funding Summary

Funding is available in 523380. The funding originated in the Water and Sewer Fund balance.

Community Engagement Summary

The work included in this contract has minimal impact on the community. However, if this work is not completed, it could impact water supply for the City.

Staff Recommendation

Staff is recommending approval and execution of this contract.

April 11, 2019

Floyd Hartman
City of Amarillo
509 SE Seventh Ave
Amarillo, Texas 79101

Re: Osage WTP Filters 2 & 3 Emergency Replacement
Construction Services Scope Proposal

Dear Mr. Hartman:

KSA Engineers appreciates the opportunity to present the City of Amarillo with this proposal for construction project management and related services for the referenced project. Our understanding is that the construction project will generally include:

1. Remove the media and store on site
2. Remove the filter underdrains
3. Inspect/install anchors
4. Install new filter underdrains
5. Reinstall the salvaged media and disinfect

The bidding documents for the project were prepared by City staff. The underdrains are already procured as part of a separate construction project at Osage.

KSA proposes to provide services in accordance with the following scope.

Project Management during Construction

Tasks to be performed during this work include:

1. Project initiation – Review contract documents to learn project scope
2. Submittals – Review submittals as needed.
3. Pay applications – Review contractor's completed quantities, receive and review contractor's monthly pay applications, approve and forward to City for payment
4. Job site visits – An engineer from KSA will visit the job site an average of once per week.
5. RFIs and Clarifications – Receive RFIs, coordinate with City staff and issue clarifications and interpretations of contract documents to contractor
6. RFI's – Log contractor's Requests for Information, coordinate with City staff and issue clarifications and interpretations of contract documents to contractor
7. Change orders – Recommend change order for approval by City
8. Project meetings – prepare agenda, attend meetings and prepare minutes
9. Daily reports – Compile daily RPR reports and forward to City weekly. Reports will be prepared and transmitted electronically.
10. Substantial and final completion walkthroughs – Attend and participate in site visits to observe construction progress and document deficiencies, prepare a punchlist for each walkthrough
11. Contract closeout – Recommend release of retainage, receive record drawings and other closeout documents from the contractor

Floyd Hartman

April 11, 2019

Page 2

KSA will report to the City whenever KSA or its Resident Project Representative (RPR) believes that any part of the contractor's work in progress will not produce a completed project that conforms generally to the contract documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the City of that part of work in progress that KSA believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

KSA and its subconsultants will not exercise any control over any of the contractor's means and methods and safety will be the sole responsibility of the contractor.

Resident Project Representative

KSA shall furnish a RPR to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of contractor's work in progress and field checks of materials and equipment, KSA shall endeavor to provide further protection for City against defects and deficiencies in the work. However, KSA shall not, during such RPR field checks or as a result of such RPR observations of contractor's work in progress, supervise, direct, or have control over contractor's work, nor shall KSA (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with laws and regulations applicable to such contractor's performing and furnishing of its work. KSA (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The duties and responsibilities of the RPR are as follows:

General: RPR is KSA's representative at the site, will act as directed by and under the supervision of KSA, and will confer with KSA regarding RPR's actions. RPR's dealings in matters pertaining to the contractor's work in progress shall in general be with KSA and the contractor. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. RPR shall generally communicate with the City only with the knowledge of and under the direction of KSA.

Schedules: Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult with KSA concerning acceptability.

Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

Liaison: Serve as KSA's liaison with contractor. Working principally through contractor's authorized representative or designee, assist in providing information regarding the intent of the contract documents.

Assist KSA in serving as City's liaison with Contractor.

Assist in obtaining from City additional details or information, when required for proper execution of the work.

Shop Drawings and Samples:

Advise contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal for which RPR believes that the submittal has not been approved by the design engineer.

Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report such suggestions, together with RPR's recommendations, to KSA. Transmit to contractor in writing decisions as issued by the design engineer.

Review of Work and Rejection of Defective Work:

Conduct on-site observations of contractor's work in progress to assist KSA in determining if the work is in general proceeding in accordance with the contract documents.

Report to KSA whenever RPR believes that any part of contractor's work in progress will not produce a completed project that conforms generally to the contract documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise KSA of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Inspections, Tests, and System Start-ups:

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City personnel, and that contractor maintains adequate records thereof.

Observe, record, and report to KSA appropriate details relative to the test procedures and systems start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to KSA.

Quality Assurance Testing: Schedule construction materials testing efforts

Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, design engineer's clarifications and interpretations of the contract documents, progress reports, shop drawing and sample submittals received from and delivered to contractor, and other project-related documents.

Prepare a daily report or keep a diary or log book, recording contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to KSA.

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

Maintain records for use in preparing project documentation.

Reports:

Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

Immediately notify KSA of the occurrence of any site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any constituent of concern.

Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to KSA, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Certificates, Operation and Maintenance Manuals: During the course of the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the contract documents to be assembled and furnished by the contractor are applicable to the items actually installed and in accordance with the contract documents, and have these documents delivered to KSA for review and forwarding to City prior to payment for that part of the work.

Floyd Hartman
April 11, 2019
Page 4

Completion:

Participate in visits to the project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Participate in a final visit to the Project in the company of KSA, City, design engineer, and contractor.

Observe whether all items on the final list have been completed or corrected and make recommendations to KSA concerning acceptance.

Resident Project Representative shall *not*:

Authorize any deviation from the contract documents or substitution of materials or equipment (including "or-equal" items).

Exceed limitations of KSA's authority as set forth in this agreement.

Undertake any of the responsibilities of design engineer, contractor, subcontractors or suppliers.

Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of contractor's work.

Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of City or contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by KSA.

Authorize Owner to occupy the Project in whole or in part.

Closing

We would like to thank you again for the opportunity to provide this proposed scope for engineering and related services. Once you have reviewed it, please contact me with any questions or concerns you may have. If the terms proposed are acceptable, we can please prepare a contract using the City's standard agreement for the City's review and execution.

Sincerely,

Clayton A. Scales, P.E.

Digitally signed by
Clayton A. Scales, P.E.
Date: 2019.04.11
17:50:56 -05'00'

Clayton A. Scales, P.E.
Principal

Amarillo City Council Agenda Transmittal Memo



Meeting Date	April 23, 2019	Council Priority	Fiscal Responsibility
Department	Finance		
Contact	Laura Storrs, Finance Director		

Agenda Caption
 Approval of Bid 6404 – Armored Car Services
 Rochester Armored Car Co. for \$143,555.92

Agenda Item Summary
 Armored Car Services 2 year contract

Requested Action
 Approval of Rochester Armored Car Co. Inc. Armored Car Service 2 year contract for \$143,555.92

Funding Summary
 Funding is available in various City departments.

Community Engagement Summary
 Invitation for Bids

Staff Recommendation
 Staff Recommendation is to approve the 2 year contract for Armored Car Services from Rochester Armored Car Co. Inc. for \$143,555.92

Bid No. 6404 ARMORED CAR SERVICE 2 YEAR CONTRACT
Opened 4:00 p.m. April 04, 2019

To be awarded by lot

ROCHESTER ARMORED CAR
CO INC

LOT 1

Line 1 5 days a week locations, per
specifications

24 mo		
Unit Price	\$4,206.790	
Extended Price		100,962.96

Line 2 6 days a week locations, per
specifications

24 mo		
Unit Price	\$1,423.570	
Extended Price		34,165.68

Line 3 7 days a week locations, per
specifications

3 mo		
Unit Price	\$1,154.800	
Extended Price		3,464.40

Line 4 Once a week or on as needed
basis, per specifications

1 mo		
Unit Price	\$82.470	
Extended Price		82.47

Bid Total		138,675.51
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LOT 2

Line 1 Yearly, per specifications

2 ea

Unit Price \$68,553.960

Extended Price 137,107.92

Line 2 Yearly Seasonal Cost, per specifications

2 ea

Unit Price \$3,224.000

Extended Price 6,448.00

Bid Total 143,555.92

Award by Vendor 143,555.92

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 23, 2019	Council Priority	Public Safety
Department	Amarillo Area Office of Emergency Management		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

CONSIDERATION OF A COMMUNICATIONS SYSTEM AGREEMENT – MUTUAL AID ACCESS WITH TEXAS A&M FOREST SERVICE

Agenda Item Summary

The Communications System Agreement – Mutual Aid Access establishes an Agreement between the City of Amarillo and Texas A&M Forest Service to provide limited access to the City of Amarillo's NEXGEN Radio Communications System. Mutual aid access with Texas A&M Forest Service is important to enhancing the safety and coordination of emergency responders.

Requested Action

Consider approval of the Communications System Agreement – Mutual Aid between the City of Amarillo and Texas A&M Forest Service. Texas A&M Forest Service will be provided limited access to the system with no dedicated talk-groups assigned to the agency.

Funding Summary

The agreement does not establish any new revenue or expense to the City of Amarillo.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of the Communications System Agreement – Mutual Aid between the City of Amarillo and Texas A&M Forest Service, authorizing the City Manager to execute the attached document.

COMMUNICATIONS SYSTEM AGREEMENT

MUTUAL AID ACCESS (SINGLE USE) – TEXAS A&M FOREST SERVICE

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Amarillo** (“**City**” or “**COA**”) acting herein by and through its duly authorized City Manager, and **Texas A&M Forest Service** (“**USER**”), acting herein by and through its duly authorized Regional Fire Coordinator, individually referred to as a “party,” collectively referred to herein as the “parties.” The COA or City shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

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

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

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

WHEREAS, City owns, operates, and maintains trunked voice radio systems for the purpose of providing public safety voice radio communications and is the sole license holder of the COA trunked voice radio systems with all privileges and responsibilities thereof; and

WHEREAS, City and USER may, in an emergency or under certain other circumstances, provide each other with public safety support or other mutual aid or emergency assistance; and

WHEREAS, the parties wish to enter into this Agreement to establish the terms and conditions pursuant to which USER will be able access COA’s radio systems in connection with the provision of mutual aid assistance between the parties.

NOW THEREFORE, City and USER agree as follows:

1. GRANT OF LICENSE

City hereby grants the USER specific permission to operate USER’s owned or leased field radio equipment or equipment attached and/or interfaced to the COA trunked voice radio systems (the “radio system”) infrastructure in mutual aid or emergency situations, provided, however, that such use must comply with the specific details and requirements for use as set forth in “Exhibit A, Terms of Use,” which is attached hereto, incorporated herein, and made a part of this

Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. TERM

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in Exhibit A.

3. LIABILITY

With respect to the use of the radio system, each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 3, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability. Further, this Agreement is not intended to affect the allocation of liability between the parties in connection with the provision of mutual aid assistance; liability for such mutual aid assistance shall be governed by the separate mutual aid agreement or state law provisions under which the assistance is being provided.

4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the COA. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities with respect to the use of the radio system and shall be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the COA, its employees, directors, officers, agents, and authorized representatives, and USER and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between COA and USER. This Agreement is not intended to affect the roles of the parties in connection with providing mutual aid assistance; coordination of mutual aid activities and chain-of-command issues shall be governed by the separate mutual aid agreement or state law provisions under which assistance is being provided.

5. NON-APPROPRIATION OF FUNDS

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

6. RIGHT TO AUDIT

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

7. ASSIGNMENT

This Agreement is not assignable.

8. NO WAIVER

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

9. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, neither COA nor USER waives or surrender any of its governmental powers or immunities.

10. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

11. SEVERABILITY

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

12. CONFIDENTIAL INFORMATION

To the extent permitted by law, USER for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the COA as confidential ("City information") and shall not disclose any such information to a third party without the prior written approval of the COA, unless such disclosure is required by law, rule, regulation, court order, in which event USER shall notify COA in writing of such requirement in sufficient time to allow COA to seek injunctive or other relief to prevent such disclosure. USER shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City information in any way. USER shall notify the COA immediately if the

security or integrity of any City information has been compromised or is believed to have been compromised.

13. FORCE MAJEURE

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

14. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Amarillo
Attn: Kevin Starbuck, Assistant City Manager

P.O. Box 1971
Amarillo, TX 79105-1971
Facsimile: (806) 378-9394

Texas A&M Forest Service
Attn: Cody Holloway, Regional Fire
Coordinator
1111 E. Loop 335 South
Amarillo, TX 79185
Facsimile: (979) 587-2912

With copy to the City Attorney
at same address

15. GOVERNING LAW / VENUE

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

16. SIGNATURE AUTHORITY

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

17. ENTIRETY OF AGREEMENT

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between City and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

18. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

EXECUTED IN MULTIPLE ORIGINALS on this the 12 day of April, 2019.

CITY OF AMARILLO:

TEXAS A&M FOREST SERVICE:

By: _____
Jared Miller
City Manager

By: Cody Holloway
Cody Holloway
Regional Fire Coordinator

Date: _____

Date: 4/12/19

ATTEST:

ATTEST:

By: _____
Frances Hibbs
City Secretary

By: _____
Name: _____
Title: _____

EXHIBIT A

CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

“Console System” shall mean all hardware and software associated with any dispatch console or set of consoles operated by the USER that are connected to the COA master site.

“Interoperable Communications Plan” means the plan developed and established by COA to enhance and simplify radio communications among all agencies utilizing the COA public safety radio system or connecting its site repeater systems or console systems to the COA master site.

“Master Site” shall mean the hardware and software provided by COA as the core component of the Motorola Solutions ASTRO 25 radio communications system. All site repeater systems and console systems must connect to the master site.

“Over The Air Rekeying” (“OTAR”) shall mean the management and support of subscriber radio encryption keys via over-the-air, radio channel transmission.

“Private Call” shall mean a feature that reserves channel resources specifically for conversations between two subscriber radios.

“Site Repeater System” shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the COA master site.

“Subscriber Radio” shall mean a radio that has a unique identification number and is programmed to operate on the radio system. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios.

“Talk Group” shall mean a specific group of subscriber radios allowed to communicate privately within that group over shared infrastructure resources.

TERMS OF USE

1. The installation and maintenance of the radio system infrastructure equipment is the responsibility of COA unless otherwise stated in this Agreement.

2. The COA is the holder of the FCC (Federal Communications Commission) license(s) that the radio system uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide USER with any rights whatsoever to the COA FCC license(s) or to the radio frequency spectrum used by the radio system.

3. The COA makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The USER is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for USER's equipment.

4. USER will be responsible for the acquisition, programming, and maintenance of all equipment USER will be utilizing in connection with the radio system infrastructure, including, but not limited to, subscriber radios, consoles, and special equipment.

5. In order to ensure hardware and software compatibility with the radio system infrastructure, all subscriber radios and consoles intended for use by USER on the radio system shall be compliant with Project 25 standards established by the Telecommunications Industry Association. The use of unauthorized radios on the radio system may result in suspended operation of the radios and/or termination of the Agreement.

6. USER agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of USER's radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. USER shall be solely liable for coverage gaps in the event USER utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of USER's radios.

7. USER shall use due diligence in the maintenance and configuration of their subscriber radio equipment to ensure that no USER radio causes a degradation to system operation. The COA shall have the right to remove from operation any field radio unit or equipment owned by USER that is operating on, attached and/or interfaced to the COA infrastructure, if such equipment is found to cause interference or harm to the system in any way. The COA will make the USER aware of any subscriber radio equipment that is subject to being removed from the system prior to being removed except for severe circumstances. The COA reserves the right to request that USER operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility. The cost of such testing or repair will be the sole responsibility of USER. Furthermore, the COA shall have the right to deactivate, without prior notification to or consent of USER, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the radio system or to the radio systems overall operation.

8. In instances in which the parties are engaged in providing mutual aid assistance, USER's radios may be used for voice radio communications over the radio system infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect. This Agreement does not authorize regular use of the radio system in situations that do not involve mutual aid assistance between the parties.

9. The COA will be responsible for managing infrastructure loading and demand. COA reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new subscriber radio equipment to any user of the radio system. The COA shall have sole discretion in determining whether to allow additional users or radios based on COA's determination of whether such addition to the radio system can be made without adversely impacting the radio system.

10. USER is prohibited from utilizing telephone interconnect on the radio system. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or USER's internal phone system(s) through a console patch into the radio system or to any subscriber radio on the radio system.

11. Due to the radio infrastructure resource allocations required by "Private Call," USER is not permitted to utilize "Private Call" on the radio system.

12. USER is prohibited from utilizing data communications on the Radio System without COA's explicit written permission.

13. The use of OTAR in association with subscriber radio encryption is prohibited without prior approval of COA. Administration of encryption keys will be performed exclusively by COA, unless otherwise agreed to in writing between the COA and USER. USER may utilize and administer other encryption methods as required.

14. The COA will provide USER with an Advanced System Key (ASK) for use with the USER's subscriber radios only. The ASK will be updated annually. USER will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. USER agrees to notify COA immediately upon the theft or loss of the ASK.

15. The COA will maintain a coordinated Interoperable Communications Plan to apply to COA and the users of its Radio System. USER agrees to participate in the Plan and include the Plan's interoperable talk groups in the programming of its subscriber radios and console systems.

16. Roaming to other systems or the use of USER's talk groups on other trunked systems that are interconnected to the radio system is prohibited without prior approval by COA. Roaming to other trunked systems will be limited to the radio system's interoperable talk groups, although this capability may be terminated by COA if its use is determined to result in performance degradation to either the radio system or the interconnected trunked system.

17. Either party may terminate this Agreement upon ninety (90) days written notice. Additionally, the COA further reserves the right to terminate this Agreement immediately, or deny access to USER, upon USER misuse of the system in a way that compromises the security or functionality of the system for the COA's purposes.

COMPLIANCE WITH LAWS

18. The USER shall comply with all current and future federal, state, and local laws, ordinances, and mandates, including FCC rules and regulations regarding proper use of radio communications equipment. The USER will also comply with the guidelines, or procedures set out in this agreement. Furthermore, the USER is responsible for enforcing such compliance by its employees, volunteers, or any individual operating USER subscriber radio equipment. Furthermore, the USER will be responsible for payment of any fines and penalties levied against the COA (as the licensee) as a result of improper or unlawful use of subscriber radio equipment owned by USER.

19. Modification, reconfiguration, or exchange of subscriber radio equipment may be required in order for COA to comply with federal, state, and local laws and/ or mandates imposed on COA as the license holder. Following reasonable notice from COA, USER shall be responsible for undertaking such modifications, reconfiguration, or exchange. In the event USER fails to undertake any necessary action, such failure shall be considered "misuse" under Paragraph 17, and COA may terminate this Agreement immediately or deny access to USER.

[End of Document]



Amarillo City Council Agenda Transmittal Memo

Meeting Date	April 23, 2019	Council Priority	Infrastructure Customer
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Department	Planning and Development Services Cris Valverde - Assistant Director
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Agenda Caption

FIRST READING OF AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS APPROXIMATELY 328.67 ACRES OF LAND LOCATED IN SECTION 65 AND A PORTION OF THE RIGHT-OF-WAY IN SECTION 66, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; ADOPTING A SERVICE PLAN; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Agenda Item Summary

Area to be annexed

The proposed annexation represents the continuation of the Heritage Hills Subdivision southward and consists of approximately 329 acres adjacent to the southwest quadrant of Amarillo, near the northwest corner of the Hollywood Rd and Soncy Rd/Loop 335 intersection (map of area attached).

The land is vacant, yet is anticipated to develop with 949 single-family detached and/or attached homes, 39 acres of various non-residential uses, and a new elementary school for the Canyon Independent School District. Staff estimates a 7-year build out period which would consist of approximately 135 residential and 4 commercial lots developed per year.

Annexation Events

Below is a table of annexation events that have either occurred or are scheduled to occur.

First Public Hearing	March 26, 2019
Second Public Hearing	April 2, 2019
First Reading of Annexation Ordinance	April 23, 2019
Second Reading of Annexation Ordinance	April 30, 2019

Service Plan

A Service Plan detailing what municipal services shall be provided is attached for Council's review. The Service Plan provides estimated service costs and/or revenues that would result if the area is annexed.

Municipal Services

Municipal services are divided into two categories. The first is immediate services and the second is full services. Immediate services are to be provided upon annexation and as development warrants. Full services are to be provided to the annexed area within 2 ½ years.

Below is a list of both services.

Immediate services:

- Fire suppression
- Emergency Medical Services
- Fire prevention
- Police patrols
- Building permitting and inspection
- Code enforcement
- Planning services
- Library privileges
- Animal management services
- Health regulation and enforcement
- Solid waste collection
- Public Park maintenance
- Public Right-of-way maintenance
- Water and Sewer maintenance
- Traffic control and street lighting
- Public Transit
- Storm water management

Full services:

- Water and Sanitary Sewer main extensions to the area annexed

Cost associated with providing both immediate and full services will be borne by the City of Amarillo. As mentioned previously, the attached Service Plan details estimated costs of providing such services yet below are some of the more significant costs associated with annexation, should it be approved.

- \$152,280 in Water main extension costs within 2 ½ years.
- \$21,060 in Sanitary Sewer main extension costs within 2 ½ years.
- \$315,310 in TxDOT right-of-way acquisition cost (future Loop 335 to the south and west).
- \$1,085,561 in Water main upsizing (12" to 20") participation. This cost is anticipated to be spread over a 5-7 year period.
- \$135,000 for an additional solid waste truck upon significant development of the area. Additionally, once purchase occurs, an annual cost of \$95,504 for an additional truck driver salary and monthly side-loader rental rate will result.
- \$110,000 for purchase of an additional Spec-Trans vehicle to continue Spec-Trans service the area once fully developed.
- Other service costs (operations and maintenance) associated with providing services to the area are described in the Service Plan.

Anticipated revenues, should the area be annexed, are also detailed in the Service Plan. Below are estimates of typical revenues associated with annexation.

- Annual Ad Valorem taxes are expected to be \$95,620 for residential development (135 lots per year) and \$37,487 for commercial development (4 lots per year).
- Other revenues generated (drainage fees, water use, solid waste pickup) resulting from providing services to the area are described in the Service Plan.

It is worth noting that due to the area proposed for annexation being bounded on the west, south, and east by right-of-way under TxDOT ownership, the City will not bear any cost associated with the construction of its typical portion/s of section line arterial roadways (approximately a \$3,000,000 construction cost savings).

Requested Action/Recommendation

The area proposed for annexation is one of the more rapidly growing areas of the City and as a result, has been identified as a "near-term" growth area. Annexation of such areas is a recommended strategic action. Utilizing annexation as a growth management tool, staff believes that an opportunity exists to continue the orderly growth of the Heritage Hills Subdivision via subdivision and land use regulations, property maintenance standards, fire and construction codes, and environmental regulations.

Staff believes that if approved, efficient and effective delivery of municipal services while contributing to the City tax base would result if annexed. Therefore, staff recommends approval of the annexation request.

ORDINANCE NO. _____

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS APPROXIMATELY 328.67 ACRES OF LAND LOCATED IN SECTIONS 65 AND 66, A PORTION OF THE RIGHT-OF-WAY IN SECTION 66, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; ADOPTING A SERVICE PLAN; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and

WHEREAS, the owners of the property described in Exhibit A (hereinafter the "Area"), attached hereto and incorporated herein, have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and

WHEREAS, the City did offer a development agreement pursuant to Texas Local Government Code, Section 43.016, and the petitioner rejected such offer, and the City Council then accepted such voluntary annexation petition; and

WHEREAS, a service plan has been prepared that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and incorporated herein, for all purposes, and the City is capable of providing such services by any of the methods in which the City extends the services to any other areas of the corporate City limits; and

WHEREAS, an updated official map is available indicating all property owners within the proposed annexation area; and

WHEREAS, the notice, publication, time periods and other procedural requirements of Texas Local Government Code, Section 43.063, have been complied with, including with respect to this annexation that two public hearings have been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard; and

WHEREAS, the property and territory herein described lies within the extraterritorial jurisdiction of the City of Amarillo; and

WHEREAS, the procedures prescribed by the Texas Local Government Code, other state laws, and the City of Amarillo, Texas charter have been duly followed; and

WHEREAS, the City Council finds it in the best interest of the City of Amarillo's citizens to annex such property and territory for the public purpose of promoting economic development in the community.

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

Section 1. Findings of Fact. All of the above premises are hereby found to be true and correct and are incorporated into the body of this ordinance as if fully set forth.

Section 2. Annexation. The Area described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, and said Area shall hereafter be included within the corporate limits of the City of Amarillo, and the present boundary lines of said City, are hereby altered, extended and amended so as to include said Area within the corporate limits.

Section 3. Amendment of Boundaries and Official Map. The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

Section 4. Service Plan. The service plan attached hereto as Exhibit B is hereby approved and incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density and topography.

Section 5. Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions and other regulations of said City.

Section 6. Pro Rata Share of Taxes. The annexed Area, being a part of the City of Amarillo for all purposes, situated herein shall bear its pro rata part of taxes levied by the City of Amarillo.

Section 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Potter County, Texas, the County Tax Assessor of Potter County, Texas, the Potter County Appraisal District, the Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

Section 8. Severability. If any part, provision, section, subsection, sentence, clause or phrase of this ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this Ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby, it being the intent of City Council in adopting this Ordinance, that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 9. Open Meeting Act Compliance. The City Council for the City of Amarillo hereby finds and declares that the meetings at which this Ordinance was introduced and finally passed were open to the public as required by law, and public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

Section 10. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as required by law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the **23rd day of April, 2019**; and **PASSED** on Second and Final Reading on this the **30th day of April, 2019**.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

EXHIBIT A

A 328.67+/- acre tract of land out of Sections 65 and 66, Block 9, B.S. & F. Survey, Randall County, Texas, being a portion of that certain 590.9343+/- acre tract of land being described in Clerk's File No. 2012013183, Official Public Records of Randall County, Texas, said 328.67+/- acre tract of land having been surveyed on the ground on December 5, 2018 by Geospatial Data, Inc. and being described by metes and bounds as follows:

Point of Beginning is a 1/2" iron rod with cap (Furman) found in the apparent West R-O-W line of Soncy Road (A.K.A. Loop 335) as filed for record in Volume 754, Page 573, Deed Records of Randall County, Texas and the East line of that certain tract or parcel of land as conveyed to Soncy Road Investments by instrument and recorded in Clerk's File No. 2016009988, Official Public Records of Randall County, Texas for the Northeast corner of this tract as referenced by instrument and recorded in Clerk's File No. 2013019301, Official Public Records of Randall County, Texas, whence a 3/8 inch iron rod (4664) found in the North line of Section 65 bears N 00° 33' 08" W – 2739.04 feet;

Thence S 00° 33' 08" E on said apparent West R-O-W line of Soncy Road (A.K.A. Loop 335), same being the East line of said Soncy Road Investments tract for a distance of 405.43 feet to a 1/2 inch iron rod found;

Thence S 01° 54' 11" E on said apparent West R-O-W line of Soncy Road (A.K.A. Loop 335), same being the East line of said Soncy Road Investments tract for a distance of 1358.17 feet to a 1/2 inch iron rod found;

Thence S 00° 19' 24" E on said apparent West R-O-W line of Soncy Road (A.K.A. Loop 335) same being the East line of said Soncy Road Investments tract for a distance of 473.91 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set in said apparent West R-O-W line of Soncy Road being the most Easterly Southeast corner of this tract;

Thence N 89° 43' 56" W for a distance of 511.54 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set for an interior corner of this tract;

Thence S 00° 33' 08" E at a distance of 182.77 feet pass an aluminum R-O-W marker, continue on for a total distance of 500.00 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set in the apparent South R-O-W line of F.M. 2186 (A.K.A. Hollywood Road) as filed for record in Volume 1888, Page 145, Deed Records of Randall County, Texas;

Thence N 89° 43' 56" W on said South line of F.M. Highway 2186 for a distance of 1933.07 feet to a 3/8 inch iron rod found in the East line of that certain tract or parcel of land as conveyed to Adam & Lucy Creery by instrument and recorded in Clerk's File No. 2012015110, Official Public Records of Randall County, Texas;

Thence N 00° 30' 17" E for a distance of 10.00 feet to a 1/2 inch iron rod found for the Northeast corner of said Creery tract;

Thence N 89° 43' 56" W for a distance of 296.21 feet to a 1/2 inch iron rod found for the Northwest corner of said Creery tract;

Thence S 00° 10' 29" E on the West line of said Creery tract for a distance of 10.00 feet to a 3/8 inch iron rod found in said South line of F.M. 2186, same being the Northeast corner of Lot 12, Block 4, Grayhawk Landing Unit No. 5 as filed for record in Clerk's File No. 01-013366, Official Public Records of Randall, County, Texas;

Thence N 89° 43' 56" W on said South R-O-W line of F.M 2186 for a distance of 2594.18 feet to a point, from whence an aluminum cap stamped "CDS MUERY" found for the intersection of the common line of Sections 66 and 71, Block 9, B.S. & F. Survey, Randall County, Texas and the apparent South R-O-W line of F.M. 2186 for the Southwest corner of this tract bears N 89° 43' 56" W, 30.00 feet;

Thence N 00° 12' 23" W along a line 30 feet East of and parallel to the East line of said Section 65 for a distance of 1382.67 feet;

Thence S 89° 48' 57" W, 30.00 feet to a point in the East line of said Section 65;

Thence N 00° 12' 23" W continue on the common line of Sections 65 & 72, said Block 9 for a total distance of 1350.38 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set on said common line of Sections 65 & 72 for the Northwest corner of this tract, same being the Southwest corner of that certain tract or parcel of land recorded in Clerk's file No. 2013019301, Official Public Records of Randall County, Texas;

Thence S 89° 46' 19" E for a distance of 5318.21 feet to the Point of Beginning.

Said tract contains 328.67 acres of land, more or less.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression, prevention, and first response Emergency Medical Services (EMS) will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.3, located at 7441 Oxford Ln. Fire Department and EMS activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

POLICE

Existing Services: None

Services to be Provided: Upon annexation, the City of Amarillo Police Department (APD) will extend regular and routine patrols to the area. Police Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide code enforcement services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo. Such activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance. Planning related activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

PARKS & RECREATION

Existing Services: None

Services to be Provided: The common areas proposed within the development will be installed and maintained by the Heritage Hills Public Improvement District. It is Parks and Recreation Department's understanding that an elementary school will be located within the area to be annexed, yet Parks and Recreation staff have not fielded any requests from the school district for dedication and/or maintenance of public park area. Should a request for such be submitted, Parks and Recreation will require the park area be improved per departmental policy (groundcover, irrigation, and ADA compliant) as well as review the department's ability to maintain the public area within the department's current budget before accepting the park area.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Bi-City-County Health District will implement the enforcement of the City of Amarillo's health ordinances and regulations on the effective date of the annexation. In addition, Animal Management and Welfare services will be provided to the area as needed. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

PUBLIC RIGHT-OF-WAY

Existing Services: None

Services to be Provided: There are no existing streets or alleys within the area of annexation. Developers will provide streets and alleys within the area to be annexed at their own expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance to any future street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period.

Estimated first year maintenance costs (sealcoating, cracksealing, and asphalt repair), at current service levels, are \$3,834 for streets and \$8,256 for alleys with costs increasing by the same amount each year for 7 years (assuming 2.32 lane miles of streets and 0.82 lane miles of alleys are constructed each year at a maintenance cost of \$1,653 per lane mile of street and \$10,069 per lane mile of alley). Once fully developed, the anticipated annual maintenance costs are \$26,838 for streets and \$57,792 for alleys.

Estimated first year maintenance costs (sealcoating, cracksealing, and asphalt repair), at a best practices level, are \$5,783 for streets and \$10,363 for alleys with costs increasing by the same amount each year for 7 years (assuming 2.32 lane miles of streets and 0.82 lane miles of alleys are constructed each year at a maintenance cost of \$2,493 per lane mile of street and \$12,639 per lane mile of alley). Once fully developed, the anticipated annual maintenance costs are \$40,486 for streets and \$72,547 for alleys.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

It is worth noting that due to the area proposed for annexation being bounded on the west, south, and east by right-of-way under TxDOT ownership, the City will not bear any cost associated with the construction of its typical portion/s of section line arterial roadways (approximately \$3,000,000 of construction cost).

Of additional note, whereas the proposed annexation will include TxDOT right-of-way (Loop 335 to the south and west), acquisition cost in the amount of \$315,310 will be borne by the City.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be jointly inspected by the Capital Projects and Public Works Department at time of completion. Construction of all storm water drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the drainage upon approval.

Estimated first year maintenance costs (street sweeping and curb and gutter), at current and best practice service levels, are \$8,053 for streets with costs increasing by the same amount each year for 7 years (assuming 0.92 linear miles of streets are constructed each year at a maintenance cost of \$8,754 per linear mile). Once fully developed, the anticipated annual maintenance costs are \$56,901.

Estimated first year Drainage Utility fee revenues are \$6,242 and increasing the same amount each year for 7 years (assuming 135 residential lots at a rate of \$2.47 per lot and 4 commercial lots at a rate of \$46.69 per lot are developed each year). Once fully developed, anticipated annual revenues are \$43,694.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

It is worth noting, during recent discussions with the developer, it is the City's understanding that the developer has yet to successfully resolve off-site drainage with TxDOT.

STREET LIGHTING

Existing Services: None

Services to be Provided: All residential street lighting will be provided by the developer. The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: After annexation, the City of Amarillo Traffic Engineering Department will provide additional traffic control devices deemed necessary by that Department.

Traffic signing will be placed as development occurs and appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required. Based upon the proposed street layout, a minimum of 95 individual sign pole installations will be required at a current cost of \$180 per installation for a total of \$17,100. Traffic activities be afforded to the annexed area within current budget appropriation.

Existing traffic patterns warrant a traffic signal at either Soncy Rd. and Heritage Hills Pkwy. or at the intersection of Heritage Hills Prkwy. and the future Loop 335. Signalization cost will fall between \$300,000 to \$500,000. Consultant design fees and any additional roadway preparation may push signal install costs higher.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with State Law.

It is anticipated that approximately \$152,280 in water extension costs within 2 ½ years will be borne by the City to provide service to the annexed area.

Estimated first year operating and maintenance costs are \$62,550 with costs increasing by an equal amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year at a cost of \$450 per connection). Once fully developed, the anticipated annual maintenance costs are \$438,750.

Estimated first year revenues are \$46,795 with revenue increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year and a residential customer uses 8,000 gallons monthly at a rate of \$27.13 a gallon and a commercial customer uses 15,000 gallons a month at a rate of \$59.26 a gallon). Once fully developed, the anticipated annual revenues are \$327,565

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

It is worth noting that as phases of the area develop, the developer will be responsible to "loop" the water mains via 12" mains around the area. As this occurs, the City will participate in upsizing to a 20" main and the anticipated cost is \$1,085,561. This cost is anticipated to be spread over a 5-7 year period.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary Sewer service to the area will be provided in accordance with State Law.

It is anticipated that approximately \$21,060 in Sanitary Sewer extension costs (20 linear feet of 10" sanitary sewer line and one manhole) within 2 ½ years will be borne by the City to provide service to the annexed area.

Estimated first year operating and maintenance costs are \$44,550 with costs increasing by an equal amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year at a cost of \$211 per connection). Once fully developed, the anticipated annual maintenance costs are \$205,725.

Estimated first year revenues are \$43,862 with revenue increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year and an average monthly rate of \$25.88 per residential customer and \$40.36 per commercial customer). Once fully developed, the anticipated annual revenues are \$307,040.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: After annexation, solid waste collection shall be provided to the area of in accordance with the present City ordinance. Service shall begin with occupancy of structures.

Estimated first year service and maintenance costs are \$27,338 with costs increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year at a monthly cost of \$16.39 per lot). Once fully developed, the anticipated annual service and maintenance costs are \$287,267 (a service cost rate of \$16.39 per lot totaling \$191,369 annual service costs plus an additional annual service cost of \$95,504 for an additional truck driver salary and monthly side-loader rental rate).

Estimated first year revenues are \$26,057 with revenue increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year and average monthly rate of \$15.59 per customer). Once fully developed, the anticipated annual revenues are \$182,403 annually.

It is worth noting that as significant development occurs, an additional one time cost of \$135,000 for an additional truck is necessary to continue services. Budgeting for the additional truck will need to be taken into account as development occurs. Additionally, as each phase is developed, upfront costs for equipment (dumpsters) at a rate of \$500 each will be required to serve the area. One dumpster is required for every 3.5 homes developed.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

TRANSIT

Existing Services: None

Services to be Provided: There are no plans for fixed route service within the area proposed for annexation, yet Spec-Trans service will be provided upon annexation. First year service cost is estimated to be \$3,741 with an average yearly increase in service cost of approximately \$5,225 a year (yearly increase takes into account inflation and increased trip lengths) for a total of \$127,782 service cost at the end of the build out period.

Estimated maintenance costs for service is \$35,100 assuming all factors remain the same and no fixed route service is added to the area.

At the end of the build out period, it is anticipated that purchase of an additional Spec-Trans vehicle in the amount of \$110,000, would be required to continue Spec-Trans service to the area. As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

AD VALOREM TAX

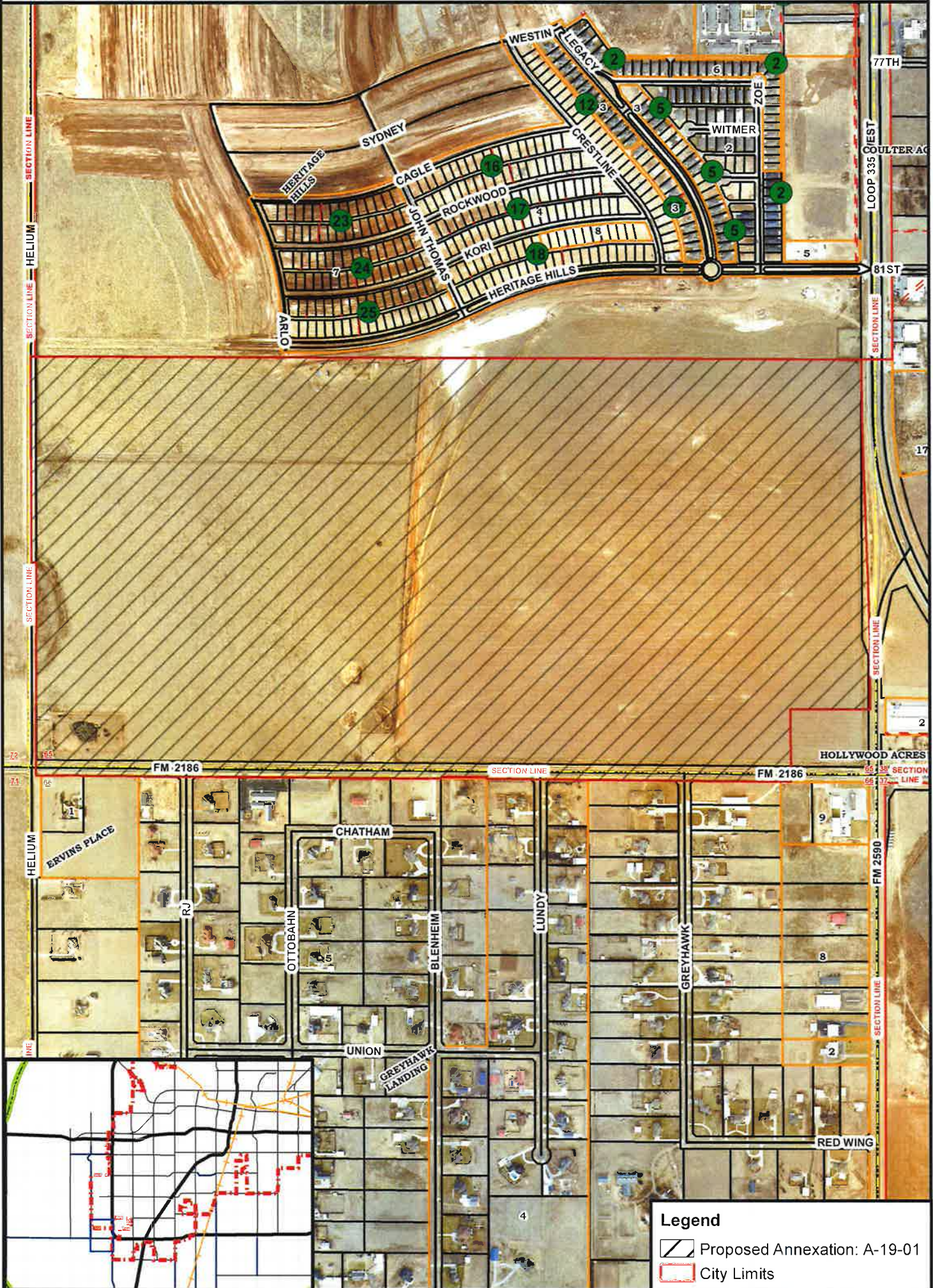
Expected first year Residential Ad Valorem taxes are expected to be \$95,620 and \$37,487 for commercial development (assuming 135 residential lots and 4 commercial lots are developed per year at a tax rate of \$0.368380). Once fully developed, anticipated annual revenue is \$931,749 annually once fully developed.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.

CASE A-19-01

Annexation of 328.67+/- Acres



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 750 feet
Date: 4/5/2019
Case No: A-19-01



Annexation of a 328.67+/- acre tract of land out of Sections 65 & 66, Block 9, BS&F Survey, Randall County Texas.

Vicinity: Soncy Rd.
 Applicant: Seth Williams

Amarillo City Council Agenda Transmittal Memo



Meeting Date	April 23, 2019	Council Priority	Economic Development
Department	Civic Center		
Contact	Sherman Bass, Civic Center Manager		

Agenda Caption

RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2019 WORKING RANCH COWBOYS ASSOICATION’S WORLD CHAMPIONSHIP RANCH RODEO:
(Contact: Sherman Bass, Civic Center Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

Agenda Item Summary

This item allows the City of Amarillo as the host community to apply for State Funds through the Special Event Trust Fund for the 2018 World Championship Ranch Rodeo.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The City partners with the Working Ranch Cowboys Association and the Amarillo Chamber of Commerce Convention and Visitors Council to host this event.

Staff Recommendation

Staff recommendation is to approve the resolution for the 2019 World Championship Ranch Rodeo so the Event Trust Fund application may be submitted.

RESOLUTION NO. 04-16-19- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Working Ranch Cowboy Association has selected Amarillo, Texas as the site for its 2019 World Championship Ranch Rodeo event, despite enticements to take that event to another state; and,

WHEREAS, the City of Amarillo, as the host community of the Working Ranch Cowboy Association event and other eligible events (hereafter “event” whether singular or plural), and

WHEREAS, that event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, “Trust Fund”) pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, “Sec. 5C”);

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from state under this law to offset direct expenditures related to the event.

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

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

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor’s Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the Working Ranch Cowboy Association’s World Championship Ranch Rodeo, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the Working Ranch Cowboy Association specifically as to any state funds received through Sec. 5C with the explicit guidance that the application and the

contract be developed so as to maximize the state funds coming back to the City to support the World Championship Ranch Rodeo and other eligible events.

SECTION 2. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 3. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 23rd day of April, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	April 23, 2019	Council Priority	Civic Pride
Department	City Manager		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption
CONSIDERATION OF A RESOLUTION SUPPORTING THE 2020 U.S. CENSUS

Agenda Item Summary
This resolution provides City Council and City of Amarillo support to the 2020 U.S. Census to be conducted by the U.S. Census Bureau.

Requested Action
Request City Council to consider the resolution providing support to the 2020 U.S. Census.

Funding Summary
No funding is allocated at this time.

Community Engagement Summary
City Council was briefed on the 2020 U.S. Census during the April 16, 2019 City Council meeting. Support of the 2020 U.S. Census will include extensive community engagement from a partnership of local, state, federal, business, and community organizations.

Staff Recommendation
Staff recommends approval of the resolution.

RESOLUTION NO. 04-23-19-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO SUPPORTING THE U.S. CENSUS BUREAU 2020;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, all residents of Amarillo are affected by the accuracy of the Census count which helps establish adequate public safety, hospitals, streets, infrastructure, housing, and special needs resources for our community; and

WHEREAS, census data also helps determine how many seats each state will have in the U.S. House of Representatives and is used in the redistricting of state legislatures, county boards and voting districts; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national, state, and local importance based, in part, on census data; and

WHEREAS, the Census is a huge undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, the U.S. Census Bureau is facing several challenges with the 2020 Census, which include declining response rates, technological change, and fiscal constraints, thus support from local government is critical; and

WHEREAS, the City of Amarillo, in partnership with other local governments, the State, businesses, and community organizations, is committed to ensuring every resident is counted.

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

SECTION 1. The City Council hereby endorses and supports the goals and ideals for the 2020 Census.

SECTION 2. The City Council encourages Census advocates to speak to City and Community Organizations.

SECTION 3. The City Council encourages all City residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.

SECTION 4. The City Council supports census takers as they help our City complete an accurate count.

SECTION 5. The City Council strives to achieve a complete and accurate count of all persons within our borders.

SECTION 6. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED this 23rd day of April, 2019.

Ginger Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Frances Hibbs, City Secretary

Bryan S. McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	04/23/2019	Council Priority	Best Practices
Department	Utilities		
Contact	Floyd Hartman		

Agenda Caption
 Conduct a Public Hearing and Consider approval of Resolution affirming the existing Drought Contingency Plan.

Agenda Item Summary
 This agenda item is a Public Hearing and a consideration of approval of a resolution renewing the existing Drought Contingency Plan for the next 5 years. TCEQ rules require the City to have the Drought Contingency Plan and be reviewed every 5 years. The City of Amarillo Drought Contingency Plan was updated in 2014. Staff is not proposing any changes to the plan that was approved in 2014. The City has not implemented any stages of the plan since it was updated in 2014.

Requested Action
 Consider approval of the Resolution

Funding Summary
 There is no dedication of funds with the approval of the resolution.

Community Engagement Summary
 In 2014 City staff engaged stakeholders including the concerned citizens, wholesale customers, CRMWA, and regulatory agencies to amend the plan within the TCEQ guidelines. The primary changes at the time were adjusting the trigger points for the early stages to more realistic criteria, placed emphasis on the City's Reservoir level meeting the State's expectation that at least one criteria is responsive to drought conditions, providing a clear definition of enforcement in Stages 4 and 5, and providing that the Mayor can declare an emergency water shortage in Stage 5.

Staff Recommendation
 Staff is recommending approval of the Resolution.

04/16/2019

RESOLUTION NO. 04-23-19-_____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: CONDUCTING A PUBLIC HEARING
AND APPROVING A DROUGHT CONTINGENCY PLAN;
PROVIDING SEVERABILITY CLAUSE; PROVIDING
SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, State law requires the City to have a drought contingency plan (“Plan”) and to renew same periodically; and,

WHEREAS, upon due publication and notice, the City Council did convene a hearing to receive public comment upon the renewal of the existing Plan; and,

WHEREAS, the City Council finds that the Plan requires no modifications at this time and that adoption of the Plan in its current form promotes the public health, safety, and welfare of the citizens of Amarillo;

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

SECTION 1. That the above findings are adopted and the attached drought contingency plan is approved

SECTION 2. That the City Manager or designee is authorized and directed to forward the Plan to appropriate state and federal agencies and to otherwise make public distribution of this important document.

SECTION 3. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 4. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 5. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 23rd day of April, 2019.

Ginger Nelson, Mayor

ATTEST:

APPROVED TO FORM:

Frances Hibbs, City Secretary

Bryan S. McWilliams, City Attorney