

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, MAY 21, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Chris Condit, Hillside Christian Church

PROCLAMATION: "National EMS Week"

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. Presentation on "No Limits No Excuses";
 - C. Mayor's Summit on Homelessness; and
 - D. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **MINUTES:**

Approval of the City Council minutes for the meeting held on May 14, 2019.

B. **ORDINANCE NO. 7785:**

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

This is the second and final reading of an ordinance amending Chapter 14-2, Article III, to clarify the scope of coverage of the hotel occupancy tax, including bed and breakfasts and other short-term residential rentals and the duty to take all necessary steps to pay such tax.

C. **CONSIDER PURCHASE AND LEASEBACK -- REAL ESTATE LOCATED AT 808 SOUTH JOHNSON STREET:**

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

This item authorizes the City Manager to execute a contract, leaseback, and other necessary documents for the purchase of a warehouse and land located at 808 South Johnson Street in downtown Amarillo. The purchase is for \$360,000 plus closing costs and inspection related expenses, with a leaseback amount of \$7,800 per year with an option to renew.

- D. **APPROVAL -- INTERLOCAL AGREEMENT WITH RANDALL COUNTY JAIL:**
 (Contact: Chief Ed Drain, Amarillo Police Department)
 This is an interlocal agreement with Randall County to provide jail services for the City of Amarillo. The agreement has been updated to reflect a new rate of \$75 per day with a minimum of 67 City prisoners per day.
- E. **CONSIDER AWARD – BRASS WATER FITTING SUPPLY AGREEMENT:**
 (Contact: Trent Davis, Purchasing Agent)

Triple T Pipe & Supply LLC	\$52,540.00
Morrison Supply Company	\$12,258.00
Total Awarded:	\$64,798.00

 This item is to consider award of the brass water fittings.
- F. **APPROVAL -- WORKERS' COMPENSATION EXCESS INSURANCE POLICY**
 Awarded to: Upshaw Insurance -- \$142,559.00
 (Contact: Wesley Hall, Risk Management Director)
 The City of Amarillo is self-insured for Workers' Compensation claims. This insurance policy indemnifies the City when a workers' compensation claim exceeds a total of \$1.5 million. This policy has statutory limits which will pay all expenses authorized by the Division of Workers' Compensation associated with a high cost claim, with no limit. This Risk Management Board has reviewed this policy and unanimously recommends approval.
- G. **AWARD – SOFTWARE MAINTENANCE:**
 (Contact: Rich Gagnon, IT Director)
 Open Text Inc. -- \$93,205.51
 This purchase renews annual vendor-provided support and maintenance for Open Text eDOCS software which is utilized by all City departments for document management and retention.
- H. **CONSIDER – APPROVAL OF CHANGE ORDER NO. 1 FY 2017-2021 COMMUNITY INVESTMENT PROGRAM: FY 2017-2018 SEWER MAIN REHABILITATION BY PIPE BURSTING – VARIOUS LOCATIONS:**
 (Contact: Matthew Thomas, City Engineer)
 PM Construction & Rehab, LLC dba IPR South Central LLC

Original Contract Amount	\$	1,886,030.00
Change Order No. 1	\$	174,400.00
Revised Contract Amount:	\$	2,060,430.00

 This item is to consider approval of Change Order No. 1, which adds sanitary sewer manholes, access chambers, and pipe rehabilitation.
- I. **CONSIDER – AMENDMENT NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES FOR REHABILITATION IMPROVEMENTS AT THE RIVER ROAD WASTEWATER RECLAMATION FACILITY PROJECTS:**
 (Contact: Matthew Thomas, City Engineer)

Consultant CH2M Hill	\$	66,500	530014.17400.2070
Consultant CH2M Hill	\$	41,750	530015.17400.2070
Total:		\$108,250	

 The agreement with CH2M Hill Engineers, Inc. for Engineering Services was executed by the City Manager on November 2, 2017, and was for the design of the rehabilitation improvements at the River Road Wastewater Reclamation Facility. The original agreement amount was \$231,500.00. Amendment No. One (1) to the Professional Services Agreement with CH2M Hill Engineers, Inc. is for additional services for the River Road Wastewater Reclamation Facility, on the Digester Mixing System and Secondary Aeration Basin Diffuser Replacement projects per the City of Amarillo requirements. The amendment adds \$108,250.00 to the agreement, which results in a total agreement amount of \$339,750.00.

J. **CONSIDER – APPROVAL OF CHANGE ORDER NO. 4 CARSON COUNTY WELLS 664 and 665:**

(Contact: Matthew Thomas, City Engineer)

Current Change Order: -\$248.00

These final quantity adjustments include reducing the quantity of metal beam guard fence by four (4) feet to match the installation of the culvert. Work to include final quantity adjustments to match the final installed quantities.

Original Contract: \$1,908,878.00

Previous Change Orders: \$254,472.56

Current Change Order: \$ -248.00

Revised Contract Total: \$2,163,102.56

K. **CONSIDER – APPROVAL OF CHANGE ORDER NO. 6 2-INCH WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS:**

(Contact: Kyle Schniederjan, CP&DE Director)

Amarillo Utility Contractors – Change Order No. 6 -- \$704.21

This item approves change order no. 6 for labor for a water service tie-in at 320 South Polk Street which was performed outside of contract working hours, at the request of the City's Project Manager

Original Contract: \$1,621,258.00

Current Change Order: \$704.21

Previous Change Orders: \$339,080.45

Revised Contract Total: \$1,961,042.66

L. **CONSIDER – PURCHASE OF SPECIALIZED PRODUCTS IN SEALING PAVED ALLEYS:**

(Contact: Chris Mitchell, Street Superintendent)

Award to Professional Coating Technologies, Inc. -- \$194,000.00

This item awards a contract for the purchase of COS-50 used by the Street Division to seal and maintain the City's paved alleys.

M. **CONSIDER -- APPROVAL OF AVIATION CLEAR ZONE EASEMENT:**

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

This item considers an Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Tradewind Square Unit No. 4, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas. (Vicinity: Tradewind Street and Southeast 5th Avenue.)

3. **NON-CONSENT ITEMS:**

A. **CONSIDERATION OF ORDINANCE NO. 7786:**

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

This is the first reading of an ordinance amending Chapter 16-5, adding Article IV, to provide authorization for special traffic control measures near downtown city venues.

B. **RESOLUTION – DESIGNATES STREET CLOSURES IN DOWNTOWN AMARILLO FOR “THE AMARILLO CHAMBER’S SUMMER FIREWORKS EXTRAVAGANZA” TO BE HELD ON JUNE 29, 2019:**

(Contact: Kevin Starbuck, Assistant City Manager)

This is a resolution in support of the closure of Texas Department of Transportation (TxDot) U.S. Highway 87 on South Fillmore Street from 5th Avenue to 8th Avenue, and U.S. Highway 287 on South Taylor from 5th Avenue to 8th Avenue from June 29, 2019 at 6:00 a.m. to June 30, 2019 at 7:00 a.m. for “The Amarillo Chamber’s Summer Fireworks Extravaganza” to be held in Downtown Amarillo, and authorizes the City Manager to execute all necessary documents with TxDot.

C. **DISCUSSION AND CONSIDERATION OF RESOLUTION:**

(Contact: Michelle Bonner, Deputy City Manager)

Discussion and consideration of all matters incident and related to approving the resolution of the Board of Directors of the Amarillo Economic Development Corporation authorizing the issuance of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019," including the adoption of a resolution pertaining thereto.

D. **CONSIDER – APPROVAL OF CONTRACT FOR PSC ENGINEERS FOR FORENSIC ENGINEERING SERVICES IN THE ANALYSIS OF FILTER FAILURES:**

(Contact: Jonathan Gresham, Director of Utilities)

Parkhill, Smith and Cooper, Inc. -- \$69,120.00

This agenda item is the approval of an emergency contract for the analysis of filter filters #2, #3, and #7 at the Osage Water Treatment Plant (OWTP). The rapid sand filters are essential to maintain adequate potable water production at the OWTP.

PSC will analyze the filter failures that occurred at the Osage Water Treatment Plant and will provide reporting and testing services to determine the cause of the failures from observations, sampling and laboratory testing of the underdrains using common practices and engineering judgement.

E. **CONSIDER – APPROVAL OF CHANGE ORDER NO. 1 FOR REPAIRS AT OSAGE WATER TREATMENT PLANT:**

(Contact: Jonathan Gresham, Director of Utilities)

MH Civil Constructors, Inc.:

Original Contract: \$713,500.00

Change Order #1 \$600,500.00

Total: \$1,314,000.00

This agenda item is the approval of Change Order No. 1 for the 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. We have experienced unexpected failures on filters #2, #3.

Once the media and underdrains were removed it was determined additional work needed to be accomplished to get the underdrains operational. Additional items include: Replace floor mortar, replacement and disposal of existing media, and installation of additional anchor bolts.

Based on historical demands, the City anticipates the need for maxim 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.

F. **PRESENTATION AND DISCUSSION OF THE PARKS ASSET MANAGEMENT PLAN WITH KAYUGA CONSULTING AND REPRESENTATIVES FROM THE PARKS & RECREATION ADVISORY BOARD**

G. **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 – Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act:
 - (a) Purchase of real property located in the Southwest extraterritorial jurisdiction of the City of Amarillo.
 - (b) Multiple properties located in the Central Business District.
- (2) Section 551.087 – Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act:
 - (a) Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
Project # 18-12-01 (Manufacturing)

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 17th day of May 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.

2A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 14th day of May 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
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

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

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

PUBLIC COMMENT

James Schenck, 6216 Gainsborough Road, congratulated Council on their reelection. He also asked that public comment be broadcasted. Kevin Nelson, 2120 South Harrison Street, thanked Council for their public service and on how they conducted their campaigns. He stated the mandate is to stay positive and continue to tackling the hard issues which moves our city forward. Signed up but did not appear: Mike Fisher, 4410 Van Kriston Drive and Claudette Smith, 4410 Van Kriston Drive. 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 14th day of May 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 Rev. Herman Moore, Carter Chapel Primitive Baptist Church. Mayor Nelson led the Pledge of Allegiance.

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Quarterly Budget Update;
- C. Sales Tax Update;
- D. Discussion on the Proposed Ordinance Amending the Amarillo Municipal Code, Chapter 16-5, Special Traffic Control Measures; 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 May 7, 2019.
- B. CONSIDER – PROFESSIONAL SERVICES AGREEMENT WITH BRANDT ENGINEERS GROUP, LTD – OSAGE WATER TREATMENT PLANT BACKWASH TANK MODIFICATIONS:
(Contact: Matthew Thomas, City Engineer)
Brandt Engineers Group Ltd. -- \$109,600.00
This item is to consider approval of the professional services agreement for the design and construction phases of the Osage Water Treatment Plant Backwash Tank Modifications project.
- C. CONSIDER – AWARD OF A LEASE TO WESTERN ENTERPRISES, INC. AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:
(Contact: Michael Conner, Airport Director)
This item is the award of a lease agreement to Western Enterprises for the rental of one of the airport's bunker buildings for use as a fireworks storage location for the Amarillo Sod Poodles games. The lease is a one-year lease with two optional extensions of 12 months each. Rental is \$236.97 per month.

D. CONSIDER – PURCHASE OF 24 POLICE PATROL VEHICLES:

(Contact: Glenn Lavender, Fleet Services Superintendent)

Award to best evaluated vendor: Rockdale Country Ford dba Caldwell Country Ford -- \$851,475.00

This item approves the scheduled replacements and three (3) additional units approved in the 2018/2019 budget. Replacements will be high mileage/high maintenance when new vehicles arrive. Vehicles will be used by the Police Department for daily operational requirements.

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

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented a resolution canvassing the returns and declaring the results of the regular election held on May 4, 2019. This item was presented by Frances Hibbs, City Secretary. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Smith:

RESOLUTION NO. 05-14-19-1

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE REGULAR ELECTION HELD IN THE CITY OF AMARILLO ON THE 4TH DAY OF MAY 2019 FOR CITY OFFICES.

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: The Oath of Office for the incoming Mayor and Councilmembers was conducted by the Honorable Laura Hamilton, Amarillo Municipal Court.

The Amarillo City Council members took their places on the dais and resumed the meeting:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

ITEM 3C: Mayor Nelson and the Councilmembers Hays, Powell, Sauer and Smith made brief comments regarding their service on the City Council.

ITEM 3D: Mayor Nelson presented a resolution authorizing the City Council to annually select the Mayor Pro Tempore. The Mayor Pro Tempore assumes the roles of the Mayor when the Mayor is unavailable. Motion was made by Councilmember Sauer to nominate Councilmember Powell, seconded by Councilmember Smith and that the following captioned resolution be passed:

RESOLUTION NO. 05-14-19-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO PROVIDING FOR THE ANNUAL SELECTION OF THE MAYOR PRO TEMPORE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR 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 3E: Mayor Nelson presented an ordinance considering the first reading amending Chapter 14-2, Article III, to clarify the scope of coverage of the hotel occupancy tax, including bed and breakfasts and other short-term residential rentals and the duty to take all necessary steps to pay such tax. This item was presented by Jared Miller, City Manager and Andrew Freeman, Director of Planning and Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Hays to approve the following captioned ordinance:

ORDINANCE NO. 7785

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 14-2, ARTICLE III, TO CLARIFY SCOPE OF COVERAGE OF THE HOTEL OCCUPANCY TAX, INCLUDING BED AND BREAKFASTS AND OTHER SHORT TERM RESIDENTIAL RENTALS AND THE DUTY TO ENROLL WITH THE CITY FOR COLLECTION OF SUCH TAX; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

ITEM 3F: Mayor Nelson presented an item awarding the construction contract for the seal coating of streets within the Northwest quadrant of Amarillo that have been identified as needing rehabilitation. This work is to be coordinated with similar work completed by the Street Department maintenance staff. This item was presented by Matthew Thomas, City Engineer. 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.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council Agenda Transmittal Memo



2B



Meeting Date	May 21, 2019	Council Priority	Economic Development and Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

ORDINANCE NO. 7785:

This is the second and final reading of an ordinance amending Chapter 14-2, Article III, to clarify the scope of coverage of the hotel occupancy tax, including bed and breakfasts and other short-term residential rentals and the duty to enroll with the city for collection of such tax.

Agenda Item Summary

This minor amendment to language found in the City’s existing Hotel Room Occupancy Tax ordinance will allow for further clarification of the various ‘Hotels’ that are responsible for remitting the required local hotel occupancy taxes (HOT). This amendment adds specific language for bed and breakfasts and houses used for short-term rentals (STR’s), as well as the limit being up to 30 consecutive days to qualify. Those staying beyond 30 days are not required to pay HOT.

What this ordinance does not address is licensing or permitting requirements related to those that choose to use their home for a short-term rental. Amarillo has started to see an increase in STR’s over the last few years, but not the associated issues that other communities across Texas are facing as far as negative impacts in residential neighborhoods (noise, parking, etc.). At this time staff recommends not implementing a new permitting process or requirements for STR hosts, which in other cities requires an application, fees, and additional inspectors to ensure compliance with any adopted standards. As we go through the zoning rewrite process over the next year and a half, this would allow an opportunity for minor clarification related to land uses if needed related to where STR’s are allowed.

Following this amendment, staff will be working with our third-party HOT collection agency, Avenu Insights & Analytics, to identify and inform our local STR’s of their requirement to pay local HOT (7% and 2% for venue district). We will also create new marketing documents that clarify the process to remit HOT through Avenu for those that are not familiar with the process.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 7785

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 14-2, ARTICLE III, TO CLARIFY SCOPE OF COVERAGE OF THE HOTEL OCCUPANCY TAX, INCLUDING BED AND BREAKFASTS AND OTHER SHORT TERM RESIDENTIAL RENTALS AND THE DUTY TO ENROLL WITH THE CITY FOR COLLECTION OF SUCH TAX; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, in recent years short term rentals of residential property has been a growing industry, providing lodging for travelers, via independent marketing or broker networks such as *Airbnb*, *HomeAway*, and others; and,

WHEREAS, some brokers and residential property owners may not understand this activity is subject to the hotel occupancy laws of this state and the existing ordinances of this City, so there is a need to clarify the scope of these laws;

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

SECTION 1. The Amarillo Municipal Code, Chapter 14-2, Article III, Section 14-2-51 be and hereby is amended in part to now read as follows:

Sec. 14-2-51. - Definitions.

* * *

Hotel: Any Building, trailer or other facility in which a member or members of the public may, for a consideration, obtain sleeping accommodations. The term shall include Hotels,

Motels, tourist homes, houses or courts, lodging houses, inns, bed and breakfasts, rooming houses, trailer houses, trailer motels, dormitory space (regardless of whether the bed space is rented to individuals or groups), apartments or houses used for short term rentals, and all other facilities where rooms or sleeping facilities or space are furnished for a consideration for up to 30 consecutive days. The term "Hotel" shall not ~~be defined so as to~~ include hospitals, in-patient rehabilitation centers, sanitariums or nursing homes.

* * * *

SECTION 2. The Amarillo Municipal Code, Chapter 14-2, Article III, Section 14-2-53 be and hereby is amended in part to now read as follows:

Sec. 14-2-53. - Collection.

(a) Every person owning, operating, managing or controlling any Hotel shall enroll with the City Finance Department (or its contract vendor) and thereafter collect the tax imposed in section 14-2-52 for the benefit of the City.

(b) – (d) [TEXT UNCHANGED]

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. Continuation. That nothing in this ordinance (or any code adopted herein) shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance and such prior law is continued in effect for purposes of such pending matter.

SECTION 6. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 7. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 14th day of May, 2019; and PASSED on Second and Final Reading the 21st day of May, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



20



Meeting Date	May 21, 2019	Council Priority	Economic Development and Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

CONSIDER PURCHASE AND LEASEBACK: REAL ESTATE LOCATED AT 808 SOUTH JOHNSON STREET

This item authorizes the City Manager to execute a contract, leaseback, and other necessary documents for the purchase of a warehouse and land located at 808 South Johnson Street in Downtown Amarillo. The purchase is for \$360,000 plus closing costs and inspection related expenses, with a leaseback amount of \$7,800 per year with option to renew.

Agenda Item Summary

The City was approached by the current owners of A to D Mortuary located at 808 S. Johnson Street regarding the city's interest in acquiring their property. A to D Mortuary is in the process of finding a new location in order to combine their mortuary and crematory services into one building. They currently operate out of two locations. The proposed agreement would authorize a leaseback to the owners to continue their operation until they find a suitable location.

The City owns the remainder of the block of 1.82 acres and two warehouses (one is scheduled to be demolished). This acquisition would add .19, bringing the total to 2.01 acres. The City also owns a half block section of .96 acres directly across Johnston Street where the Facilities Department is located.

An appraisal of the property was done by Baskett Appraisal Company. The restricted use appraisal report stated a value of \$360,000 based on a sales comparison approach. The \$360,000 is \$50.00 per square foot with the comparable properties ranging from \$39.62 to \$54.50 per square foot. An asbestos survey was also done, which did not find any issues.

By acquiring this property, the City will maintain control of a complete block directly adjacent to the multi-purpose event venue for future development, with control of future land uses compatible with the overall goals for downtown redevelopment.

Requested Action

Approve as presented

Funding Summary

Funding for this incentive is provided through

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

CONTRACT FOR SALE AND LEASEBACK

DATE: May 14, 2019

SELLER: Tyler Carver, Joel Carver, Tanner Carver

ADDRESS: 10621 Forest Hill Dr.
Fort Worth TX 76131-3952

BUYER: City of Amarillo, Texas

ADDRESS: 601 S. Buchanan
Amarillo, Texas 79101

PROPERTY
& TITLE: Fee simple title to the property located at 808 South Johnson, Amarillo, Potter County, Texas, together with all buildings, improvements and fixtures and further described as being that certain parcel of land with improvements situated on Lot 5, Block 114, Mirror Addition, City of Amarillo, Potter County, Texas as more particularly described in Exhibit A attached hereto and made a part of this Agreement.

PURCHASE
PRICE: Three Hundred Sixty Thousand and No/100th Dollars (\$360,000.00)

ESCROW
FUNDS: Within 14 days after execution of this Contract by Seller and Buyer, Buyer will deliver to American Land Title Company as escrow agent the amount of \$25,000.00 as commitment money. This sum will be applied to the Purchase Price at closing or retained by Seller or Buyer as hereinafter provided.

DUE
DILIGENCE
PERIOD: Not later than the 60 days after signing this contract Buyer may either (i) give notice to Seller of Buyer's intent to proceed to closing or (ii) terminate this Contract for any reason by providing Seller written notice of termination. If Buyer terminates under this paragraph, the Earnest Money will be refunded to Buyer, less \$5,000.00 which the Title Company shall disburse to Seller as independent consideration for Buyer's unrestricted right to terminate. If Buyer opts to proceed to closing, then all sums tendered by Buyer pursuant to this contract shall be credited to the sales price upon closing.

CLOSING: If at all, then on or before 30 days after end of the Due Diligence Period.

TITLE: Seller will furnish a Special Warranty Deed; Buyer will obtain a Title Commitment issued by American Land Title Company and a survey.

**CURING
OBJECTIONS
TO TITLE:**

Buyer shall notify Seller of its objections to title no later than fourteen (14) days following receipt of the Title Commitment. Seller will have a reasonable time to cure objections to title, if any, but a curative requirement that extends the closing date for longer than ten (10) days shall require an amendment to this Contract setting a specific closing date. In the event Seller fails to cure such objections before closing, as extended, Buyer, at its sole discretion, may either (i) accept title and proceed to closing or (ii) terminate this Contract and recover the Escrow Funds.

Notwithstanding the foregoing, Seller shall be obligated to discharge, at or prior to Closing: (i) a mortgage, deed of trust, financing statement, collateral assignment of leases or similar monetary encumbrance voluntarily placed against the Property by Seller, or (ii) a judgment, attachment, tax lien or similar involuntary lien against Seller's interest in the Property. If a title defect consists of a mechanic's lien against Seller's interest in the Property or right to such a lien resulting from work commenced prior to the Closing, Seller shall be obligated to pay the underlying obligation and discharge the lien of record at or prior to the Closing. If Seller wishes to contest the mechanic's lien, Seller shall cause such mechanic's lien to be bonded so that it is canceled and released or record pursuant to applicable law.

**BREACH OF
CONTRACT:**

Should either party fail to comply with this Contract, the party willing to perform may either enforce specific performance or terminate this Contract, at its option. In the event Buyer fails to comply with this Contract, Seller will be entitled, as its sole remedy, to terminate the Contract and retain the Escrow Funds as liquidated damages in full satisfaction of any claims against Buyer. In the event Seller fails to comply with this Contract, Buyer will be entitled to terminate this Contract and receive back the Escrow Funds; waive default and close; or enforce specific performance.

**PROPERTY
EXAMINATIONS:**

Upon execution of this Contract, Buyer, its agents, and its employees, shall have the right, at any reasonable time and from time to time during the Feasibility Period, to enter upon the Property at their own expense and risk for the purpose of inspecting, studying and assessing the Property, including all improvements, equipment and fixtures. Inspections, studies and assessments may include, but are not limited to, physical property inspections (e.g. mechanical, structural, electrical, and plumbing), environmental assessments (e.g. soil, paint, asbestos, other testing) and engineering studies.

Buyer shall leave the Property in substantially the same condition as existed at the time of entry upon the Property by Buyer or its agents or employees. and shall, to the extent allowed by law, hold Seller, and its partners, members, employees and agents, harmless from and against any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any such entry by Buyer or its agents or employees or out of any such inspections, tests or surveys conducted by Buyer or its agents or employees. Prior to any entry upon the Property, Buyer shall, or shall cause its agents or employees to notify Seller in advance as to when they will be on the property.

CLOSING COSTS: The following items shall be prorated as of 11:59 p.m. the day prior to the date of Closing:

- a. All general taxes (including without limitation, real and personal property taxes), excluding special assessments and special assessment liens (collectively "Taxes").

Taxes to be prorated shall be prorated on the basis of the most recent tax bill or other verifiable information available. All pro-rations shall constitute a final settlement between the parties; provided, however, if after Closing any errors are determined to have been made in the pro-rations, such errors will be promptly adjusted by the parties.

- b. All other costs or expenses in connection with the transactions contemplated by this Contract for Title Company's fees, Title policy premium, survey, and recording costs for the conveyance documents shall be paid by Buyer. Buyer and Seller shall each pay its own legal fees and other incidental expenses incurred in connection with the transactions contemplated by this Contract.

WARRANTIES: Neither Seller, nor any agent, other representative or broker has made, makes or has authorized anyone to make, any warranty or representation as to the present or future physical condition, development potential, zoning, building or land use law or compliance therewith, income generated by, or any other matter or thing pertaining to the Property. Buyer expressly acknowledges that no such warranty or representation has been made and that Buyer is not relying on any warranty or representation whatsoever other than as is expressly set forth in this Contract. **Buyer shall accept the Property "as is, where is and with all faults, liabilities and defects, latent or otherwise, known or unknown" and in its condition on the date of Closing subject only to the express provisions of this Contract.**

SPECIAL CONDITIONS:

- 1) This Contract for Sale and Leaseback is subject to the approval of the Amarillo City Council.
- 2) Seller will provide Buyer for its review all environmental history and studies of the Property in its possession, if any, including, but not limited to, any Underground Storage Tank records, closure letters, asbestos surveys etc. Buyer can obtain its own Phase I environmental study of the Property.
- 3) Seller will provide Buyer with copies of all agreements and documents, if any, relating to or which may relate to or affect the Property.
- 4) Seller warrants and represents that there are no legal actions, suits, or other legal or administrative proceedings pending or threatened, which affect the Property or any portion thereof.

1031 TAX DEFERRED EXCHANGE: If Seller may desire a 1031 Tax Deferred Exchange, Buyer agrees to cooperate in the exchange. Seller will hold Buyer harmless from all claims, liabilities, costs, or delays in time resulting from the exchange.

HAZARDOUS BUILDING **BUYER IS ADVISED THAT THERE IS EMBALMING FLUID STORED IN THE BUILDING. THERE MAY BE OTHER HAZARDOUS MATERIALS IN THE BUILDING(S).**

LEASEBACK: Simultaneously with the Closing, Buyer will leaseback to Seller portions of the Property in accordance with the Lease Agreement attached hereto as Exhibit B for a primary term of one (1) year, with the option of two (2) renewal terms for a period of one (1) year as described in the attached Lease. The primary term and any renewal term is subject to Buyer's right of early termination as provided in the Lease. By mutual agreement, the parties hereto may extend the any term of the lease.

MISCELLANEOUS: This Contract and the Exhibit attached hereto contains the entire understanding of the parties as to the subject matter described herein. This Contract and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas. This Contract may not be changed orally but only by an instrument in writing signed by both parties. The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations as set forth herein, shall not constitute a waiver by such party of its rights to demand strict compliance with the terms and provisions of this Contract. Titles and captions have been inserted for convenience only and in no way define, limit, extend, or describe the scope of intent of this Contract. If either party shall bring suit against the other as a result of an alleged breach or failure by the other party to perform any obligations under this Contract or shall seek declaratory relief with respect to any provision hereof, then the prevailing party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof at both trial and appellate levels.

NOTICES: All notices required herein shall be in writing and shall be sufficient if delivered personally, by overnight courier, or by certificated United States mail, return receipt requested, postage prepaid, addressed as described below or to such other address as they party concerned by substitute by written notice to the other as provided herein. All notices given by mail shall be deemed to be received upon (i) the date of personal delivery, (ii) the next business day after delivery to an overnight courier, or (iii) the second business day after mailing. All notices given by facsimile shall be deemed to be received as of the date and time shown on the confirmation of the sender.

To Seller:

The Carvers
10621 Forest Hill Dr.
Fort Worth TX 76131
Attention: _____
Telephone: _____
Facsimile: _____
Email: _____

w/ copy to:

Telephone: _____
Facsimile: _____
Email: _____
(which will NOT be considered Notice)

To Buyer:

City of Amarillo
P.O. Box 1971
Amarillo TX 79105-1971
Attention: Jared Miller, City Manager
Telephone: 806.378.3000
Facsimile: 806.378.5262
jared.miller@amarillo.gov

To Escrow Agent:

American Land Title Company

620 S. Taylor St, Suite 104

Amarillo TX 79101

Attn: _____

Telephone: 806. _____

Facsimile: 806. _____

Email: _____

AGREEMENT: Seller agrees to sell, and Buyer agrees to purchase the property and improvements for the Purchase Price which will be in cash to Seller at closing and subject to the conditions expressed in this Contract.

COMMISSIONS: The party employing a real estate agent shall be solely responsible for any percent real estate commission fee payable as a result of this sale.

POSSESSION: Subject to the Leaseback, Buyer shall take possession on date of closing.

AUTHORITY: Each signatory now warrants that he/she has legal capacity (and if an entity, then he/she is also duly and legally authorized by such entity) to enter this contract, to tender offers, accept terms of sale, and to execute this Contract on behalf of his/her self or entity, subject to the terms and conditions stated herein. If a party to this real estate contract is a married individual and a community interest or estate may exist in the Property, then such Seller agrees to join his/her spouse as Buyer or Title company may require.

ATTEST:

CITY OF AMARILLO, TEXAS
(BUYER)

By: _____
Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Tyler Carver (SELLER)

Joel Carver (SELLER)

Tanner Carver (SELLER)

PURCHASE CONTRACT- EXHIBIT A

(Property Description)

Physical Address: 808 S Johnson Street, Amarillo, TX 79101

Legal Description: Lot 5, Block 114, Mirror's Addition



PURCHASE CONTRACT - EXHIBIT B

(Lease)

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into between the City of Amarillo ("LESSOR") and Tyler Carver, Joel Carver, and Tanner Carver (jointly and severally, "LESSEE").

1. **Premises:** LESSOR hereby leases to LESSEE upon the terms, conditions, and provisions hereinafter set forth, the property described in Attachment A, attached hereto and made a part of this Lease ("Leased Premises" or the "Premises") located at 808 South Johnson Street, Amarillo, Potter County, Texas.
2. **Term:** The term of this LEASE shall be for a period of one year commencing on May 14, 2019 and ending on May 14, 2020 ("Primary Term") unless sooner terminated as provided herein. Subject to the termination provisions of this Lease, LESSEE will have the option to renew this LEASE for two additional terms of one (1) year each by giving LESSOR written notice of LESSEE'S intention to renew this LEASE at least 90 days prior to the end of the Primary Term.
3. **Rent:** Rent will be due and payable to LESSOR by LESSEE in the amount of \$7,800 per year payable to LESSOR on demand at the address stated in Paragraph 16 below.
4. **Use of Premises:** LESSEE will use the Premises only as mortuary services and for storage related to such use.
5. **Utilities and Support Services:** LESSEE will be responsible for providing the following:
 - a. Janitorial services
 - b. Trash and garbage removal services
 - c. Heating and cooling
 - d. Water
 - e. Electricity
 - f. Communication services
6. **Maintenance and Repairs:** LESSEE will, at its own cost and expense, keep and maintain the Premises in good order and condition and will make all reasonable repairs and replacements necessary to the upkeep and maintenance of the Premises so that it remains in as good a condition as it was in when received, subject to reasonable wear and tear. Maintenance, repair and replacement will not include the roof, parking lot, landscaping, plumbing, air conditioning, heating and electrical wiring.
7. **Insurance:** LESSEE's Coverage – LESSEE will keep and maintain in full force and effect the following coverage:

Property Insurance: At all times during the lease term, LESSEE will keep all of LESSEE's personal property located on the premises insured against loss.

Commercial General Liability: Lessee will maintain in force during the term of this Lease Commercial General Liability insurance in the minimum amount of \$1,000,000.00 per occurrence covering personal injury, including death, and property damage. This insurance is to be carried by an insurance company duly authorized or admitted to transact business in Texas and approved by LESSOR. The insurance policy must note LESSOR and LESSEE as named insureds.

8. **Alterations and Improvements:** LESSEE will not make any alterations, additions, or improvements to the Premises without prior written consent of LESSOR. Consent for non-structural alterations, additions, or improvements will not unreasonably be withheld by LESSOR. All approved work performed by and on behalf of LESSEE with respect to the Premises will be performed so as to not alter the exterior appearance of the building, will be performed so as to not adversely affect the structure or safety of the building, and will comply with applicable building, safety, fire, and other applicable governmental codes and regulations and insurance requirements. Such approved alterations, additions, or improvements will be completed promptly and in a good workmanlike manner and shall be performed in such a manner so that no valid mechanic's, materialman's, or other liens are attached to the Premises and in no event will LESSEE permit or be authorized to permit any such liens (valid or alleged) or other claims to be asserted against LESSOR or LESSOR'S rights, estates, and interest with respect to the Premises.

Any equipment or property not removed from the Premises within ninety (90) days after the expiration or sooner termination of this Lease will be deemed to have been abandoned by LESSEE and will automatically become the property of LESSOR.

9. **Termination:** LESSEE may terminate this Lease at any time upon 90-day written notice to LESSOR. LESSOR reserves the right to terminate this Lease upon 90-day written notice to LESSEE if, at its sole discretion, LESSOR determines:
- a. That LESSEE has materially breached the terms of this Lease and has not cured same as hereinafter provided; or
 - b. That LESSOR desires to use a portion of the Premises for city hall or other municipal purposes. In such event, this Lease will terminate only as to the portion to be so used by LESSOR. Provided however, a termination under this subsection shall not affect this Lease or LESSEE'S right to continue the possession and enjoyment of any portion not to be used for municipal purposes, to the extent LESSEE'S use does not unreasonably interfere with, impede or obstruct LESSOR'S use of the terminated portion of the Premises.
10. **Covenants of LESSEE:** LESSEE does hereby covenant and agree with LESSOR that LESSEE will:
- a. Pay the rent and any taxes specified herein in the full amount specified, at the times, locations, and in the amounts required herein.
 - b. Use and occupy the Premises in a careful and proper manner; maintain the Premises in a good condition and state of repair, reasonable wear excepted; not permit or allow waste or damage to occur in, on, or about the Premises; and promptly repair (at LESSEE'S expense) any damage to the Premises if caused by LESSEE or its agents', employees', or invitees' active or passive, willful conduct or negligence.
 - c. Not occupy the Premises for or allow any unlawful purposes; confirm and obey any present and future requirements, order, regulations of governmental authorities or agencies with respect to use and occupancy of the Premises including, but not limited to, requirements, orders, and regulations relating to the handling and disposing of medical/hazardous waste.

- d. Not assign this Lease or any portion thereof nor sublet the Premises, nor any part thereof, to any party without prior express written consent of LESSOR.
 - e. Not use or occupy the Premises for purposes or reasons not consistent with the express allowed purposes stated in this Lease.
 - f. INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY CLAIMS, JUDGMENTS (INCLUDING REASONABLE ATTORNEY'S FEES, COSTS AND INTEREST) CLAIMS, DAMAGES OF EVERY KIND, OR LIABILITY OF ANY KIND FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE OR LOSS CAUSED AS A RESULT OF THE NEGLIGENCE OF LESSEE, ITS EMPLOYEES, AGENTS, INVITEES OR GUESTS.
 - g. Return the Premises at the expiration of the term (or any renewal or extension thereof) or prior termination hereof in as good a condition as received, reasonable wear and tear excepted.
 - h. Not create or grant any lien, secured interest, or other encumbrance with respect to the Premises to attach (whether by operation of law or otherwise) without the prior written consent of LESSOR.
 - i. Provide and maintain, at LESSEE's expense, all required insurance coverage specified herein.
11. **Acceptance AS-IS:** LESSEE has been in, on, and about the Premises and has inspected the same and hereby accepts said property for the particular purposes for which LESSEE will utilize the Premises. LESSEE accepts the Premises "As-Is."
12. **Mutual Agreements:** LESSOR and LESSEE mutually agree as follows:
- a. LESSOR (by and through its agents and representatives) will have the right at all reasonable times during the term, and any renewals or extensions thereof, to enter the Premises hereof for the following purposes:
 - 1. To inspect the condition thereof and take any actions necessary to repair and maintain the Premises.
 - 2. To determine if LESSEE is performing its obligations under this Lease and to perform the services or take necessary action to preserve, protect, and maintain the Premises.
 - 3. To cure any defaults of LESSEE hereunder which LESSOR elects to cure and to bill LESSEE for the cost thereof.
 - 4. To remove any improvements thereto or property placed therein in violation of this Lease.
 - b. No consent, waiver, action, lack of action, either express or implied by LESSOR to or as to any breach or default of these covenants, or any term or provision of this Lease will be deemed or construed as a consent or waiver to any other breach or default or any subsequent act or event of breach or default under this Lease. The acceptance by LESSOR of rent at any time will not be deemed as a waiver or constitute a release as to any breach or default by LESSEE in the obligations, covenants, or terms of this Lease. Failure of LESSOR to complain of any action or non-action as to default, breach, or event will not be deemed to be waiver, release, or consent to any term or provision of this document unless so stated in writing.
 - c. If, during the term of this Lease, the Premises or any part thereof becomes untenable by decree of public authority due to any cause, LESSOR, at its own discretion, may terminate this Lease without penalty.

- d. All improvements and other property which have been installed on the Premises and permanently affixed shall, upon termination of this Lease, be property of LESSOR and shall not be removed by LESSEE.
13. **Ad Valorem Taxes:** To the extent there will be ad valorem taxes attributable to the Premises or LESSEE's operations as assessed or levied by any ad valorem taxing agency or entity, said amount of ad valorem taxes shall be paid, in full, by LESSEE. Upon receipt of such ad valorem tax assessment or notice, LESSOR will forward such notice or assessment of ad valorem taxes or increase in assessment to LESSEE and LESSEE will be required to remit, in full, said amount to the appropriate taxing agency and/or entities within 30 days of presentment by LESSOR. Upon request, LESSEE will provide a copy of the check evidencing payment in full of such tax assessment. LESSOR will cooperate with LESSEE in LESSEE's efforts, if any, to appeal any such assessment or valuation.
14. **Subrogation:** In the event of loss or damage to the Premises and/or the building, each party will look first to any insurance in its favor before making any claim against the other party. Each party heretofore shall obtain for each a provision permitting waiver of any claim against the other party for loss or damage within the scope of the insurance. In addition, each party, its agents, employees, or guests, and for itself, waives all such insurance claims against the other party.
15. **Additional Remedies:** If after this LEASE is terminated for any reason, and LESSEE fails to vacate the premises and remove its equipment and property as herein provided, then LESSOR will, after 10 days written notice to LESSEE, have the right to reenter the Premises, by legal process or otherwise, and to dispose and remove therefrom LESSEE and other occupants thereof and all of their effects not previously removed by them and to hold the Premises as if the LEASE had not been made. It is further agreed by and between the parties hereto that the whole amount of the rent herein agreed to be paid the amount of all taxes, assessments and charges, and all such reasonable costs and expenses including attorney's fees which may be incurred by LESSOR in enforcing the provisions of the LEASE will be and are hereby declared to be valid and a first lien upon any and all equipment and property located in, on, or about the Premises at the time of reentry by LESSOR, its successors, or assigns. It is expressly understood and agreed, and notice is hereby given, that no transfer, assignment, mortgage, judgment, mechanic's lien, or other lien by or against LESSEE in or on the Premises will in any manner or decree affect the title or interest of LESSOR in the Premises.
16. **Notices:** All notices required under this Lease will be in writing and will be deemed to be properly served when posted by Certified United States mail, postage prepaid, return receipt requested, addressed to the parties to whom directed at the address herein set forth or at such other address as may be, from time to time, designated in writing by the party changing such address. For the purposes of this LEASE such addresses shall be as follows:

LESSEE

The Carvers
 Attn: Tyler Carver
 10621 Forest Hill Dr.
 Fort Worth TX 76131

LESSOR

City of Amarillo
 Attn: Jared Miller
 P.O. Box 1971
 Amarillo, TX 79105

w/ copy to:

(which will NOT be considered Notice)

17. **Compliance with Laws:** LESSEE agrees to comply with all pertinent laws, ordinances, statutes, and regulations whatsoever of any governmental body or subdivision, incident to the property, the building, and the Premises and LESSEE's use thereof, including, but not limited to, the Americans with Disabilities Act.
18. **Signs:** LESSEE will have the right and privilege of attaching, affixing, or exhibiting signs on the Premises relating to LESSEE's operations on the Premises provided only that such signs shall comply with ordinances of the applicable City or Municipality and laws of the State of Texas and such signage shall be approved, in advance, by LESSOR.
19. **Mechanic's Liens:** LESSEE will not create or permit to be created or to remain and will discharge any lien (including, but not limited to, the liens of mechanics, laborers, or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, or upon LESSEE's leasehold interest therein, provided that LESSEE will not be required to discharge any liens, encumbrances, or charges that may be placed upon the Premises by act of LESSOR. LESSEE will have the right to contest, in good faith and by appropriate legal proceedings, the validity of amount of any mechanic's laborer's, or materialman's liens or claimed liens. In the event of such contest, LESSEE will give LESSOR security reasonably satisfactory to LESSOR to insure payment thereof and to prevent any sale, foreclosure, or forfeiture upon the Premises or any part thereof by reason of such nonpayment.
20. **Expiration of Lease or Surrender of Possession:** Upon the expiration of this LEASE, by lapse of time or otherwise, any and all improvements or additions on the Premises will become the property of LESSOR without any payment therefore and LESSEE will surrender the Premises together with all improvements thereon, whether erected by LESSEE or LESSOR, ordinary wear and tear excepted.
21. **Condemnation:** If the Premises shall be wholly taken by exercise of the right of eminent domain, then this LEASE will terminate from the date of the possession of the whole of Premises. Any award for the taking of all or parts of the Premises by the power of eminent domain or any payment made under the threat of the exercise of such power will be the property of LESSOR (provided, however, that LESSEE reserves such separate rights as it may have against the condemning authority to claim damages for loss of its trade fixtures and the cost of removal and relocation expense). If any part of the Premises is condemned, either party may terminate the LEASE immediately.
22. **Severability:** If any term of provision of this LEASE is declared invalid or unenforceable, the remainder of the LEASE will not be affected by such determination and will continue to be valid and enforceable.
23. **Entire Agreement:** This LEASE contains the entire agreement of the parties relating to LESSEE's occupancy of the Premises.
24. **Standard of Consent:** Whenever it is stated in this Lease that the other party's consent is required, both parties agree that such consent or approval will not be unreasonably withheld or delayed.
25. **Cumulative Rights:** All rights of either party shall be cumulative and the exercise of any right by any party to this Lease will not be deemed as a waiver, release, or termination of any other right available hereunder, at law or in equity.
26. **Venue:** Venue for the purposes of litigation of any term, provision, or as to the validity, enforceability, or holdover of this LEASE will be in Potter County, Texas.
27. **Amendments:** This LEASE can be amended by written agreement only. The parties will not be bound

to any oral agreements or understandings except when the same shall be reduced to writing and duly executed by both parties as an amendment to this LEASE.

28. Multiple Counterparts: This LEASE may be executed in multiple counterparts, each of which may be deemed an original.

Signed this ____ day of _____ 20 ____.

CITY OF AMARILLO (LESSOR)

By: _____
Jared Miller, City Manager

Tyler Carver (LESSEE)

Joel Carver (LESSEE)

Tanner Carver (LESSEE)

LEASE ATTACHMENT A

(Diagram of Leased Premises)

Physical Address: 808 S Johnson Street, Amarillo, TX 79101

Legal Description: Lot 5, Block 114, Mirror's Addition



2D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Priority	Public Safety
Department	Police		
Contact	Chief Drain		

Agenda Caption

CONSIDER - INTERLOCAL AGREEMENT WITH RANDALL COUNTY JAIL
(Contact: Ed Drain, Police Chief)

This is an interlocal agreement with Randall County to provide jail services for the City of Amarillo. The agreement has been updated to reflect a new rate of \$75 per day with a minimum of 67 City prisoners per day.

Agenda Item Summary

The Interlocal Agreement with Randall County has been updated to reflect new rates and a new minimum number of beds the City is charged for.

Requested Action

We request the Council approves the agreement.

Funding Summary

The funding for this agreement is included in the Police Department's annual budget. The current agreement costs the City \$1,850,550 and the proposed agreement will cost the City \$1,834,125 which is a savings of \$16,425.00.

Community Engagement Summary

Staff Recommendation

Staff recommends approval of the agreement.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS,
RANDALL COUNTY, TEXAS, and
RANDALL COUNTY SHERIFF'S OFFICE
(Jail Services for City Prisoners)**

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO") and RANDALL COUNTY AND THE RANDALL COUNTY SHERIFF (hereafter, jointly and severally "RANDALL"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each party is a local government entity within the State of Texas.

2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties.

3. Effective Date & Term. This Agreement shall become effective on the first day after it has received approval of all governing bodies. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving one-hundred and eighty (180) days written notice to the other Party.

4. Current Revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.

5. Mutual Obligations. RANDALL now promises to perform and provide to AMARILLO certain Jail Services in accordance with Exhibit A, in lieu of AMARILLO operating a municipal jail. AMARILLO hereby accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, promises to perform its obligations stated therein.

6. Exhibit incorporated & Authorized Adjustments. The provisions of Exhibit A are incorporated herein by this reference as though stated here verbatim. Further, the governing body of each Party hereby authorizes its point-of-contact to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in the fees, costs, or performance required of any Party hereto.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, expectation, warranty, promise, or cause of action for any other person or entity who is not a party to this Agreement. By executing this Agreement, no Party waives, or

shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any attorney fees, costs, loss, damages, injury, or death to others or their property arising out of or related to the acts or omissions only of the Party's employees or agents and not those of any other Party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 7 through 9, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

10. Amendments. This Agreement with attached exhibit contains all the commitments and the agreements of the Parties, and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its respective official signing below, being duly and lawfully authorized on or before the day and year written below to legally bind the Party to this agreement.

RANDALL COUNTY, TEXAS

CITY OF AMARILLO, TEXAS

By: _____

By: _____

Ernest Houdashell, County Judge

Jared Miller, City Manager

Date: _____

Date: _____

RANDALL COUNTY SHERIFF'S OFFICE

By: _____

Joel Richardson, Sheriff

Date: _____

EXHIBIT A - JAIL SERVICES

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached is to state the terms, conditions, and consideration by which the City of Amarillo will cease operation of its municipal jail and by which Randall County and the Randall County Sheriff's Office will provide care and custody of persons incarcerated based upon city charges, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

1. Definitions: As used in this agreement the following terms shall have the meaning shown here. The singular includes the plural and vice versa:

Day: a 24 hour period that begins at 12:01 a.m.

Jail: the Randall County Jail at 9100 S. Georgia, Amarillo, Texas.

Jail Services: includes all the personnel, procedures, facilities, supplies, and actions reasonable and necessary to provide or perform at the Jail: intake (booking); identification & record keeping; searches & screenings; classification; presentment for arraignment via City's closed circuit judicial television system; release (by bonds, dismissal, or otherwise); safety & hygiene; security; personal property safekeeping; clothing; laundry; bed; board; discipline; victim notification upon release of domestic violence offender; reasonable medical care; and transportation to and from court and nonemergency medical care, all in accordance with requirements of Texas Commission on Jail Standards, Texas Family Code, and all other applicable law.

City Prisoner or Prisoner means a person incarcerated upon the authority of either a City of Amarillo police officer or municipal judge, for a class 'C' misdemeanor offense occurring within the municipal limits of the City of Amarillo, Texas, without regard to whether such incarceration is based upon an arrest for on-view offense; warrant; *capias*; citation; summons; or, the failure, refusal, or inability of Prisoner to post bond or pay an amount adjudged due to the Amarillo municipal court.

2. Terms and Conditions: Randall agrees to provide Jail Services for City Prisoners subject to these terms and conditions:

A. Transportation: All transportation of City Prisoners who are court ordered or qualify for trustee status to and from work details shall be provided by City. Any City employee, other than a licensed peace officer, to whom a City Prisoner is released for work detail shall be required to execute a "Request For Release and Acceptance of Custody" form as provided by Randall before Randall will release the City Prisoner. Subject to personnel availability Randall will provide transportation for City Prisoners to and from the Jail for court and nonemergency medical care. City shall pay mileage for such transportation at the privately owned vehicle reimbursement rate, no government vehicle available, established by the U.S. General Services Administration on the date of transportation. In addition, City shall compensate Randall Twenty Dollars (\$20.00) per hour for each deputy utilized in transporting City Prisoners. Upon release from Jail, a City Prisoner is responsible for his/her own transportation needs.

B. Medical Care: City is responsible for the cost of reasonable medical care (ambulance, clinic, hospitalization, tests, medications, supplies and equipment) required for a City Prisoner. Such responsibility may be discharged by City directly paying a care provider, or by reimbursing Randall, or by arranging for care pursuant to the Indigent Health Care Agreement or successor program of the Amarillo Hospital District. In the event a City Prisoner requires emergency hospitalization or medical care outside of the Jail, Randall will obtain an ambulance and immediately notify the on-duty Watch Commander at the Amarillo Police Department. City shall provide any guard(s) required for a City Prisoner who leaves the Jail for medical care. In the event an emergency medical condition requires that a City Prisoner be transported from the jail before the City can reasonably provide guard(s), Randall shall be relieved of all responsibility for the City Prisoner upon delivery of the City Prisoner to the appropriate medical facility and notification of the fact to the Amarillo Police Department Watch Commander. Medication for City Prisoners shall be provided by the care provider and reimbursed by

City or by arranging for medication to be provided pursuant to the Indigent Health Care Agreement or successor program of the Amarillo Hospital District.

C. Prisoner & Records Management: In accordance with applicable state and federal law and Jail policies, Randall: (1) may discipline City Prisoners as with any other prisoner; (2) will provide for City Prisoners to have trusty or similar status, and receive extra time-served credit; (3) will not release any City Prisoner without authorization from the City unless the City mandated time has been served, in which case release will be made pursuant to such mandate ; (4) shall immediately inform the on-duty Watch Commander at the Amarillo Police Department when any City Prisoner receives life threatening injury or dies; (5) shall be responsible for compliance with in-custody death reporting; (6) will maintain accurate and complete records detailing each Prisoner's incarceration, medical services, and Jail Services. Further, City shall have physical access to its Prisoners and their records at all times.

D. Alternate Site: Randall recognizes that City is relying upon it for all of City's municipal jail needs and capacity. Accordingly, Randall will not refuse any City Prisoner unless, in the reasonable judgment of Randall's on-duty booking officer or supervisor, the City Prisoner requires medical attention. Upon receiving proof of a medical examination clearing the City Prisoner for admission to the Jail, Randall shall book the City Prisoner in. If the Jail has reached capacity or is partially or wholly inoperable, then Randall shall take necessary steps to provide appropriate incarceration at an alternate temporary facility. Incarceration of City Prisoners at alternate temporary facilities shall have no effect on the daily fee paid by City to Randall under this Agreement.

3. Consideration & Payment: For and in consideration of Randall providing Jail Services to City Prisoners as described herein, City agrees to timely pay Randall as follows: \$75.00 per day per City Prisoner incarcerated in Jail, with a guaranteed minimum of sixty-seven (67.6) City Prisoners per Day. The daily rate shall be fixed from the effective date through subsequent renewals until July 1, 2022. If a rate adjustment is desired by either party for periods following that date, the party seeking the adjustment shall submit a written request to the other party not less than two hundred twenty-five (225) days prior to the expiration of the current renewal term of the Agreement. The parties shall then negotiate a rate adjustment. The adjusted rate, if any, shall then be effective for a period of three (3) years following July 1st of the year the adjustment becomes effective. Provided that, a City Prisoner booked-into Jail and is:

- released on the same Day, shall be subject to the full fee for that Day.
- not released until a subsequent Day, there will be no charge for the Day of booking, but the fee shall apply to each subsequent Day or part thereof.
- subject to a 'hold' by another agency, then City's obligation for the daily fee ends on the Day the prisoner becomes eligible for release on the City charge(s).

If a prisoner is incarcerated in Jail on a higher offense and City subsequently places a hold for municipal charges, then City's obligation for the daily fee on that prisoner does not start until the Day the prisoner first becomes eligible for release on the higher offense. If the City's charges are disposed of while such prisoner is incarcerated on the higher charge, then the City owes no daily fee.

City will pay Randall within thirty days after receipt of an itemized invoice showing at a minimum: each Prisoner's name & date of birth, date & times booked-in & released, and the nature and cost of any transportation.

For payment of closed circuit arraignment of City Prisoners the City shall provide at no cost to Randall, all equipment, software and data or telecommunication links necessary to interact with Randall's closed circuit judicial television system.

4. Allocation of Risk as between the Parties: Whereas Randall has no command or control over the City's employees or agents or the events involving a City Prisoner until such prisoner is booked into the Jail, City solely assumes and retains all liability risk and legal responsibility that arises out of or relates

to torts, civil rights, and other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding the arrest, handling, and transportation of a City Prisoner from time of initial contact until the Prisoner is booked into Jail.

Whereas City has no command or control over Jail conditions or Randall's employees or agents involving a City Prisoner once booked into Jail, Randall solely assumes and retains all liability risk and legal responsibility that arises out of or relates to torts, civil rights, other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding conditions in the Jail or Jail Services, until such time as the Prisoner is released.

Provided however, City re-assumes its allocated liability described under this section at all times when the City Prisoner is temporarily taken out of the Jail and is in the care and custody of City employees or agents. Randall re-assumes its allocated liability under this section upon return of the Prisoner to the care and custody of Randall.

Provided further, if Randall has insurance to cover claims, damages, causes of action, attorney fees, costs or interest asserted by a Prisoner or his/her heirs, beneficiaries, assigns, or successors, based upon conditions in the Jail or Jail Services, then City shall be listed as an additional insured on such policy(ies).

5. Independent Contractor Status: As to Jail conditions, operations and Jail Services, Randall is an independent contract vendor and not an employee or agent of City. Randall retains sole determination as to the best manner, means, and methods for procuring and delivering the services contemplated in this Agreement. As an independent contractor, Randall has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

6. Contacts: Each party hereby designates the following person as its Point of Contact for administering this agreement:

City of Amarillo
Chief of Police
P.O. Box 1971
Amarillo, TX 79105

Randall County
County Judge
501 16th St., Suite 303
Canyon, TX 79015

Randall County S.O.
Sheriff
9100 Georgia
Amarillo TX 79109

copy to:
Asst. Chief of Police
P.O. Box 1971
Amarillo TX, 79105

copy to:
County Auditor
501 16th St., Suite 301
Canyon, TX 79015

copy to:
Chief Deputy
9100 Georgia
Amarillo TX 79109

7. Assurance: Randall represents and assures the City that no other governmental entity has or will receive more favorable treatment or fees under a contract with Randall for Jail Services. If lower rates are provided in any agreement with another governmental entity, such lower rates shall be extended to the City under this Agreement.

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	5/21/2019	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis		

Agenda Caption

CONSIDER AWARD – Bid #6411 Brass Water Fitting Supply Agreement

Triple T Pipe & Supply LLC: \$52,540.00

Morrison Supply Company: \$12,258.00

Total Awarded: \$64,798.00

Agenda Item Summary

Bid #6411

This items is to consider award of the Brass Water Fittings

Requested Action

Consider approval of the award to Triple T Pipe & Supply LLC and Morrison Supply Company in the amount of \$64,798.00

Funding Summary

Funding is available in inventory account 1000.15400.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of award

Bid No. 6411 BRASS WATER FITTINGS SUPPLY AGREEMENT
 Opened 4:00 p.m. April 18, 2019

To be awarded as one lot	TRIPLE T PIPE & SUPPLY	MORRISON SUPPLY COMPANY	WESTERN INDUSTRIAL
Line 1 Bushing, 1" X 3/4" Brass CC Thread, per specifications 30 ea			
Unit Price	\$9.850	\$10.650	\$10.540
Extended Price	295.50	319.50	316.20
Line 2 Bushing, 2" X 1" Brass CC Thread, per specifications 10 ea			
Unit Price	\$43.500	\$47.030	\$46.540
Extended Price	435.00	470.30	465.40
Line 3 Coupling 3/4" X 3/4", per specifications 100 ea			
Unit Price	\$14.100	\$14.810	\$15.270
Extended Price	1,410.00	1,481.00	1,527.00
Line 4 Coupling 1" X 1", per specifications 60 ea			
Unit Price	\$16.150	\$16.930	\$17.460
Extended Price	969.00	1,015.80	1,047.60
Line 5 Coupling 3/4" Angle Bent Meter, per specifications 200 ea			
Unit Price	\$11.650	\$11.610	\$11.970
Extended Price	2,330.00	2,322.00	2,394.00

Line 6 Coupling 1" Angle Bent Meter, per specifications

600 ea

Unit Price	\$18.000	\$16.560	\$17.070
Extended Price	10,800.00	9,936.00	10,242.00

Line 7 Coupling 1" Straight, per specifications

30 ea

Unit Price	\$13.600	\$14.390	\$14.840
Extended Price	408.00	431.70	445.20

Line 8 Coupling 2" Straight CTS x MIP, per specifications

60 ea

Unit Price	\$55.350	\$57.460	\$59.250
Extended Price	3,321.00	3,447.60	3,555.00

Line 9 Coupling 2" Straight CTS x FIP, per specifications

60 ea

Unit Price	\$51.150	\$62.590	\$61.940
Extended Price	3,069.00	3,755.40	3,716.40

Line 10 Elbow 2" 90 CTS x MIP, per specifications

80 ea

Unit Price	\$89.000	\$96.060	\$95.060
Extended Price	7,120.00	7,684.80	7,604.80

Line 11 Corporation Stop 3/4", per specifications

50 ea

Unit Price	\$13.900	\$26.520	\$27.340
Extended Price	695.00	1,326.00	1,367.00

Line 12 Corporation Stop 1", per specifications

200 ea					
Unit Price	\$38.650	\$40.100	\$41.350		
Extended Price		7,730.00	8,020.00	8,270.00	

Line 13 Corporation Stop 2", per specifications

60 ea					
Unit Price	\$185.000	\$199.240	\$197.170		
Extended Price		11,100.00	11,954.40	11,830.20	

Line 14 Ball Valve Curb Stop 3/4" CTS x FIP, per specifications

60 ea					
Unit Price	\$48.000	\$51.780	\$51.240		
Extended Price		2,880.00	3,106.80	3,074.40	

Line 15 Ball Valve Curb Stop 3/4" COP x FIP, per specifications

30 ea					
Unit Price	\$50.250	\$54.060	\$53.500		
Extended Price		1,507.50	1,621.80	1,605.00	

Line 16 Ball Valve Curb Stop 1", per specifications

160 ea					
Unit Price	\$72.500	\$74.940	\$77.280		
Extended Price		11,600.00	11,990.40	12,364.80	

Bid Total		65,670.00	68,883.50	69,825.00	
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Award by Vendor		52,540.00	12,258.00		
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Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Priority	Fiscal Responsibility
Department	Risk Management		
Contact	Wesley Hall		

Agenda Caption

Consider – Award Workers’ Compensation Excess insurance policy to Upshaw insurance in the amount of \$142,559.00

Agenda Item Summary

The City of Amarillo is self-insured for Workers’ Compensation claims. This insurance policy indemnifies the City when a workers’ compensation claim exceeds a total of \$1.5 million. This policy has statutory limits which will pay all expenses authorized by the Division of Workers’ Compensation associated with a high cost claim, with no limit. This Risk Management Board has reviewed this policy and unanimously recommends approval.

Requested Action

Consider for award the Workers’ Compensation Excess policy to Upshaw Insurance.

Funding Summary

63125.71100

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.



Memo

To: Jared Miller, City Manager
Michelle Bonner, Deputy City Manager

From: Mitchell Normand, Director of Human Resources

Re: Workers' Compensation Excess Insurance Coverage Proposal

Date: May 16, 2019

With support of the Risk Management Board, staff is recommending the award of the workers' compensation excess insurance policy presented by Upshaw Insurance. The policy has a \$1,500,000 retention limit for an annual premium of \$142,559.00. The term of the policy is May 31, 2019, through May 31, 2020, with an option of two additional one (1) year renewal periods, if the extension is mutually agreed to by both parties.

The City of Amarillo has a self-insured workers' compensation program which funds all claim costs incurred due to on the job injuries ("OJIs"). The Division of Workers' Compensation ("DWC") establishes guidelines for treatment and compensability of OJIs. However, under certain circumstances, claimants and/or their spouse may be entitled to lifetime benefits in accordance with DWC guidelines without monetary limits. The proposed insurance coverage will limit the City's exposure to \$1,500,000.00. If the City incurs a claim during the policy term and at any point during the life of the claim the expenses exceed \$1,500,000, this policy will assume the expenses in excess of the policy retention limit.

The City has historically exercised a \$1,000,000 workers' compensation excess policy until May 2018. The City's incumbent carrier, Texas Municipal League ("TML"), raised the retention limit from \$1,000,000 to \$1,500,000, and increased the annual premium from \$150,000 to \$225,000. In February 2019 the City marketed an RFP for workers' compensation excess coverage. Only two respondents presented proposals; Upshaw Insurance and TML. Although TML responded to the RFP, their proposal was a risk financing option that significantly broadened the City's financial exposure in the event a high cost claim is incurred. Upshaw Insurance presented a \$1,000,000 and a \$1,500,000 policy for a premium of \$190,079.00 and \$142,559.00, respectively.



Staff reviewed the City's archived workers' compensation claims dating back 16 years and identified two claims that exceeded \$1,000,000. To date, the identified claims have incurred \$1,096,225 and \$1,219,605, respectively. After reviewing historic claims with the Risk Management Board, the Board and staff recommend proceeding with the \$1,500,000 policy with a premium of \$142,559.00.

20



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Priority	N/A
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Department	Rich Gagnon, Information Technology
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Agenda Caption

Award – Software Maintenance:
Open Text Inc. -- \$93,205.51

This purchase renews annual vendor-provided support and maintenance for Open Text eDOCS software which is utilized by all City departments for document management and retention.

Agenda Item Summary

This is a recurring annual agreement to receive support and upgrade entitlements from Open Text for licenses already owned and operated by the City.

Requested Action

Approval of award to Open Text Inc. in the amount of \$93,205.51.

Funding Summary

Funding is available in Information Technology account 62021.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 6457 EDOCS SUPPORT RENEWAL
Opened 4:00 p.m. April 30, 2019

To be awarded as one lot

OPEN TEXT

Line 1 eDocs RM Standard Named User
Client Maintenance 1000022743, per
specifications

1 ea

Unit Price \$29,666.620

Extended Price 29,666.62

Line 2 Loyal to the Core Program, per
specifications

1 ea

Unit Price \$0.000

Extended Price

Line 3 eDocs RM Standard Named User
Client Maintenance 1000022719, per
specifications

1 ea

Unit Price \$62,524.130

Extended Price 62,524.13

Line 4 eDocs DM Imaging Imaging Client,
per specifications

1 ea

Unit Price \$738.470

Extended Price 738.47

Line 5 eDocs Rm Admin Tool, per specifications

1 ea		
Unit Price	\$276.290	
Extended Price		276.29
<hr/>		
Bid Total	93,205.51	
<hr/>		
Award by Vendor		93,205.51



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

Consider for Approval – Change Order No. 1 – Bid No. 6153/Project No. 530033 - FY 2017-2021
Community Investment Program: FY 2017-2018 Sewer Main Rehabilitation by Pipe Bursting – Various
Locations – PM Construction & Rehab, LLC dba IPR South Central LLC

Original Contract Amount	\$ 1,886,030.00
<u>This Change Order No. 1</u>	<u>\$ 174,400.00</u>
Revised Contract Amount	\$ 2,060,430.00

Agenda Item Summary

This item is to consider approval of Change Order No. 1, which adds sanitary sewer manholes, access chambers, and pipe rehabilitation.

Requested Action

Consider approval of Change Order No. 1 to PM Construction’s contract.

Funding Summary

Funding for this project is available in the Project Budget Number 530033.17400.2040. This project was approved in the FY 2017–2021 Community Investment Program Budget. This project is funded from the water and sewer revenue bonds issued in May 2017.

Community Engagement Summary

This project will have Level 1, modest impact. City staff will update the public with press releases during the project.

Staff Recommendation

City Staff is recommending approval of Change Order No. 1.

To be awarded as one lot	PM CONSTRUCTION & REHAB,LLC DBA IPR SOUTH CENTRAL, LLC	VORTEX TURNKEY SOLUTIONS	HORSESHOE CONSTRUCTION INC	T CONSTRUCTION, LLC	TEXAS PRIDE UTILITIES, LLC	AMARILLO UTILITY CONTRACTORS	
Line 1 Mobilization / Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed five percent (5%) of the Total Construction Cost) (COA 10.01), per specification							
1 L.S.							
Unit Price	\$35,000.000	\$34,000.000	\$50,000.000	\$97,000.000	\$80,000.000	\$125,000.000	
Extended Price		35,000.00	34,000.00	50,000.00	97,000.00	80,000.00	125,000.00
Line 2 Furnish, Install, And Maintain Temporary Erosion, Sediment, And Water Pollution Control Measures In Compliance With Federal, State, And Local Requirements, per specifications							
1 L.S.							
Unit Price	\$5,000.000	\$5,000.000	\$1,000.000	\$12,200.000	\$5,000.000	\$2,000.000	
Extended Price		5,000.00	5,000.00	1,000.00	12,200.00	5,000.00	2,000.00
Line 3 Furnish, Install, and Maintain Traffic Safety and Control System, Meeting or Exceeding the Texas Manual on Uniform Traffic Control Devices, per specifications							
1 L.S.							
Unit Price	\$12,500.000	\$10,000.000	\$10,000.000	\$25,000.000	\$20,000.000	\$30,000.000	
Extended Price		12,500.00	10,000.00	10,000.00	25,000.00	20,000.00	30,000.00
Line 4 Furnish and Install 6" HDPE SS Pipe by the Pipebursting Method, per specifications							
31,220 L.F.							
Unit Price	\$29.000	\$30.000	\$32.000	\$36.000	\$38.000	\$36.000	
Extended Price		905,380.00	936,600.00	999,040.00	1,123,920.00	1,186,360.00	1,123,920.00
Line 5 Furnish and Install 8" HDPE SS Pipe by the Pipebursting Method, per specifications							
16,540 L.F.							
Unit Price	\$30.000	\$34.000	\$35.000	\$36.000	\$38.000	\$41.000	
Extended Price		496,200.00	562,360.00	578,900.00	595,440.00	628,520.00	678,140.00

To be awarded as one lot	PM CONSTRUCTION & REHAB,LLC DBA IPR SOUTH CENTRAL, LLC	VORTEX TURNKEY SOLUTIONS	HORSESHOE CONSTRUCTION INC	T CONSTRUCTION, LLC	TEXAS PRIDE UTILITIES, LLC	AMARILLO UTILITY CONTRACTORS
Line 6 Furnish and Install Reopening of (4") Taps, per specifications 1,203 ea						
Unit Price	\$350.000	\$346.000	\$375.000	\$597.000	\$600.000	\$675.000
Extended Price	421,050.00	416,238.00	451,125.00	718,191.00	721,800.00	812,025.00
Line 7 Furnish and Install Wastewater Access Chamber, per specifications 1 ea						
Unit Price	\$2,400.000	\$2,500.000	\$750.000	\$2,500.000	\$3,000.000	\$3,500.000
Extended Price	2,400.00	2,500.00	750.00	2,500.00	3,000.00	3,500.00
Line 8 Furnish and Install Six (6") Inch Sewer Pipe, 4'-6' Depth , per specifications 60 L.F.						
Unit Price	\$100.000	\$45.000	\$95.000	\$120.000	\$100.000	\$120.000
Extended Price	6,000.00	2,700.00	5,700.00	7,200.00	6,000.00	7,200.00
Line 9 Furnish and Install Six (6') Foot Diameter Standard Manhole at Depth shown on Plans, per specifications 1 ea						
Unit Price	\$2,500.000	\$14,000.000	\$16,500.000	\$5,850.000	\$4,000.000	\$16,000.000
Extended Price	2,500.00	14,000.00	16,500.00	5,850.00	4,000.00	16,000.00
Bid Total	1,886,030.00	1,983,398.00	2,113,015.00	2,587,301.00	2,654,680.00	2,797,785.00
Award to Vendor	1,886,030.00					
Change Order #1	174,400.00					
Revised Total	2,060,430.00					

21



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas, City Engineer		

Agenda Caption

CONSIDER –Amendment No. One (1) to Agreement for Engineering Services with CH2M Hill Engineers, Inc. for Rehabilitation Improvements at the River Road Wastewater Reclamation Facility Projects

Consultant CH2M Hill	\$66,500	530014.17400.2070
Consultant CH2M Hill	<u>\$41,750</u>	530015.17400.2070
CH2M Hill Engineers, Inc., Total:	\$108,250	

Agenda Item Summary

The Agreement with CH2M Hill Engineers, Inc. for Engineering Services was executed by the City Manager on November 2, 2017, and was for the design of the Rehabilitation Improvements at the River Road Wastewater Reclamation Facility. The original agreement amount was \$231,500.00. Amendment No. One (1) to the Professional Services Agreement with CH2M Hill Engineers, Inc. is for additional services for the River Road Wastewater Reclamation Facility, on the Digester Mixing System and Secondary Aeration Basin Diffuser Replacement Projects per the City of Amarillo requirements. The amendment adds \$108,250.00 to the agreement, which results in a total agreement amount of \$339,750.00.

Requested Action

Consider approval of the Amendment of Engineering Services for Projects 530014 and 530015

Funding Summary

Funding for this project is provided by the FY 2017-2021 Community Investment Program with Bond Funding, which is available in the project Budget Account 530014.17400.2070 and 530015.17400.2070.

Community Engagement Summary

The work associated with this agreement is located at the River Road Wastewater Reclamation Facility and will have minimal public impact.

Staff Recommendation

City staff is recommending approval of the agreement.

OK
3/8/2019

CH
ET

AMENDMENT NO. ONE (1)
AGREEMENT FOR ENGINEERING SERVICES

WHEREAS, the City of Amarillo ("Owner") and CH2M HILL Engineers, Inc., ("Engineer") entered into that certain "Agreement for Engineering Services Agreement" dated November 2, 2017 to perform professional engineering services ("Agreement") regarding the River Road Water Reclamation Facility Aeration Basin Diffusers (530014) ("Project"); and

WHEREAS, Owner and Engineer desire to amend this agreement pursuant to Section IX thereof in order for Engineer to perform additional services as more particularly described in Engineer's letter to Owner dated February 4, 2019 attached hereto and made a part hereof; and

WHEREAS, Engineer is willing to amend the agreement and perform the additional engineering services for an additional fee not to exceed \$66,500;

NOW, THEREFORE, Engineer and Owner do hereby agree to amend the Agreement as follows:

1. Addition of services to coordinate design efforts by Garver for process improvements into the River Road Secondary Aeration Basin Diffuser Replacement Project as described in Engineer's letter to Owner dated February 4, 2019 attached hereto.
2. Amendment of Article I of the Agreement to provide that Engineer agrees to accept as payment for the Project an additional fee not to exceed \$66,500, which fees include expenses.

Except as herein amended, all terms and conditions of the "Agreement" are hereby ratified and shall remain in force and effect.

Executed by the parties to be effective as of the date of execution by the CITY.

ATTEST:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____

Date: _____

CH2M HILL ENGINEERS, INC.
(ENGINEER)

By: Justin Kasse

Date: March 8, 2019

25



Amarillo City Council Agenda Transmittal Memo



Meeting Date	05/21/2019	Council Priority	Longterm Plan for Infrastructure
Department	Capital Projects & Development Engineering		
Contact	Matt Thomas		

Agenda Caption
 CONSIDER: Change Order No. 4, Job 521634, Bid 5612, Carson County Wells 664 & 665.
 Work to includes final quantity adjustments to match the final installed quantities.
 Current Change Order: -\$248.00

Agenda Item Summary
 Final quantity adjustments include reducing the quantity of metal beam guard fence by 4 feet to match the installation of the culvert.

Original Contract:	\$	1,908,878.00
Previous Change Orders:	\$	254,472.56
Current Change Order:	\$	-248.00
Revised Contract Total:	\$	2,163,102.56

Requested Action
 Consider approval of Change Order No. 4 for execution by the City Manager.

Funding Summary
 Funding is available in Job 521634, which was approved in budgets prior to the current CIP.

Community Engagement Summary
 The work included in this change order has minimal impact on the community. City staff and its contractor have coordinated with individual affected landowners throughout the project.

Staff Recommendation
 Staff is recommending approval and execution of Change Order No. 4.

Bid No. 5612 NE CARSON COUNTY WELLS 664 & 665: CONSTRUCTION AND INSTALLATION OF A 12" PIPELINE & WELL APPURTENANCES
 Opened 4:00 p.m., JANUARY 5, 2017

To be awarded as one lot	L A Fuller & Sons construction LTD	Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors	
Line 1 Mobilization, per specifications					
1 ls					
Unit Price	\$89,870.700	\$142,751.00	\$175,000.00	\$64,926.000	
Extended Price		89,870.70	142,751.00	175,000.00	64,926.00
Line 2 12" PVC Water Line, per specifications					
15,051 lf					
Unit Price	\$29.800	\$33.53	\$26.00	\$31.000	
Extended Price		448,519.80	504,660.03	391,326.00	466,581.00
Line 3 12" PVC Water Line by HDD, per specifications					
1,630 lf					
Unit Price	\$107.750	\$83.72	\$90.00	\$138.000	
Extended Price		175,632.50	136,463.60	146,700.00	224,940.00
Line 4 12" Gate Valve, per specifications					
2 ea					
Unit Price	\$2,770.000	\$2,441.00	\$2,800.00	\$2,343.500	
Extended Price		5,540.00	4,882.00	5,600.00	4,687.00
Line 5 Blowoff Assembly, per specifications					
7 ea					
Unit Price	\$4,220.000	\$2,801.14	\$3,400.00	\$4,164.000	
Extended Price		29,540.00	19,607.98	23,800.00	29,148.00

To be awarded as one lot	L A Fuller & Sons construction LTD	Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
Line 6 Combination air & Vacuum Assembly, per specifications				
7 ea				
Unit Price	\$4,022.000	\$4,835.71	\$4,000.00	\$3,417.000
Extended Price		28,154.00	33,849.97	28,000.00
				23,919.00
Line 7 150 hp Submersible Turbine Pump, Motor & Column Pipe, per specifications				
1 ls				
Unit Price	\$74,271.000	\$135,684.00	\$62,000.00	\$103,508.000
Extended Price		74,271.00	135,684.00	62,000.00
				103,508.00
Line 8 125 hp Submersible Turbine Pump, Motor & Column Pipe, per specifications				
1 ls				
Unit Price	\$68,272.000	\$138,167.00	\$56,000.00	\$101,995.000
Extended Price		68,272.00	138,167.00	56,000.00
				101,995.00
Line 9 Precast concrete Well Building, per specifications				
2 ea				
Unit Price	\$17,071.000	\$16,680.00	\$20,000.00	\$20,692.500
Extended Price		34,142.00	33,360.00	40,000.00
				41,385.00
Line 10 Chain Link Fence and Gates, per specifications				
80 lf				
Unit Price	\$118.600	\$53.25	\$60.00	\$106.000
Extended Price		9,488.00	4,260.00	4,800.00
				8,480.00
Line 11 Wellhead Piping, per specifications				
2 ea				
Unit Price	\$21,691.000	\$20,552.50	\$24,000.00	\$18,433.500
Extended Price		43,382.00	41,105.00	48,000.00
				36,867.00

To be awarded as one lot	L A Fuller & Sons construction LTD	Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
Line 12 Embankment, per specifications				
5,750 cy				
Unit Price	\$18.200	\$8.63	\$38.00	\$26.700
Extended Price	104,650.00	49,622.50	218,500.00	153,525.00
Line 13 6" Flexible Base, per specifications				
19,563 sy				
Unit Price	\$14.000	\$9.65	\$22.00	\$27.000
Extended Price	273,882.00	188,782.95	430,386.00	528,201.00
Line 14 Two-pass Seal Coat, per specifications				
19,563 sy				
Unit Price	\$6.500	\$11.10	\$6.00	\$11.000
Extended Price	127,159.50	217,149.30	117,378.00	215,193.00
Line 15 18" CMP Culvert, per specifications				
2 ea				
Unit Price	\$937.000	\$2,077.00	\$1,700.00	\$1,857.500
Extended Price	1,874.00	4,154.00	3,400.00	3,715.00
Line 16 Precast Concrete U-culvert per specifications				
1 ls				
Unit Price	\$147,393.000	\$101,097.00	\$125,000.00	\$130,011.000
Extended Price	147,393.00	101,097.00	125,000.00	130,011.00
Line 17 Concrete Wingwalls, per specifications				
1 ls				
Unit Price	\$31,625.000	\$62,504.00	\$45,000.00	\$62,579.000
Extended Price	31,625.00	62,504.00	45,000.00	62,579.00

To be awarded as one lot	L A Fuller & Sons construction LTD	Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
Line 18 Metal Beam Guard Fence, per specifications				
128 LF				
Unit Price	\$62.000	\$49.85	\$58.00	\$222.750
Extended Price		7,936.00	6,380.80	7,424.00
				28,512.00
Line 19 Single Guardrail Terminal, per specifications				
4 ea				
Unit Price	\$2,635.000	\$2,121.75	\$2,200.00	\$1,468.750
Extended Price		10,540.00	8,487.00	8,800.00
				5,875.00
Line 20 5-Strand Barbed Wire Fence, per specifications				
1,286 LF				
Unit Price	\$6.000	\$1.59	\$14.00	\$5.500
Extended Price		7,716.00	2,044.74	18,004.00
				7,073.00
Line 21 14' Farm Gate Assembly and Cattle guard, per specifications				
6 ea				
Unit Price	\$8,565.000	\$759.33	\$8,000.00	\$7,646.000
Extended Price		51,390.00	4,555.98	48,000.00
				45,876.00
Line 22 Permanent Seeding, per specifications				
60,500 sy				
Unit Price	\$0.600	\$0.42	\$0.15	\$1.050
Extended Price		36,300.00	25,410.00	9,075.00
				63,525.00
Line 23 Cover Crop Seeding, per specifications				
60,500 sy				
Unit Price	\$0.250	\$0.00	\$0.50	\$1.200
Extended Price		15,125.00	-	30,250.00
				72,600.00

INCLUDED IN LINE22

To be awarded as one lot	L A Fuller & Sons construction LTD	Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
Line 24 Storm Water Pollution Prevention Plan, per specifications				
1 ls				
Unit Price	\$2,108.000	\$1,591.00	\$1,200.00	\$8,812.000
Extended Price	2,108.00	1,591.00	1,200.00	8,812.00
Line 25 Erosion and Sedimentation control, per specifications				
1 ls				
Unit Price	\$46,740.000	\$54,585.00	\$35,000.00	\$44,060.000
Extended Price	46,740.00	54,585.00	35,000.00	44,060.00
Line 26 Trench Safety System per specifications				
15,051 lf				
Unit Price	\$2.500	\$0.37	\$0.25	\$1.500
Extended Price	37,627.50	5,568.87	3,762.75	22,576.50
Bid Total	1,908,878.00	1,926,723.72	2,082,405.75	2,498,569.50
Award to Vendor	1,908,878.00			
Change Order #1 & #2	250,762.56			
Change Order #3	3,710.00			
Change Order #4	(\$248.00)			
Revised Total	2,163,102.56			

2K



Amarillo City Council Agenda Transmittal Memo



Meeting Date	5/21/2019	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, CP&DE Director		

Agenda Caption

CONSIDER: Change Order No. 6-BID # 5747/JOB # 530004 2-Inch Water Main Replacement at Various Locations – Phase I, Amarillo Utility Contractors, \$704.21.

Agenda Item Summary

Change Order No. 6 is for labor for a water service tie-in at 320 South Polk which was performed outside of contract working hours, at the request of the City's Project Manager

Original Contract:	\$ 1,621,258.00
Current Change Order:	\$ 704.21
Previous Change Orders:	\$ 339,080.45
Revised Contract Total:	\$ 1,961,042.66

Requested Action

Consider approval of Change Order No. 6 for execution by the City Manager.

Funding Summary

Change Order No. 6 is funded through the project 530004, which was identified in the FY16/17 -20/21 Community Investment Program and funded through water and sewer revenue bonds issued in May 2017.

Community Engagement Summary

This change order will be performed in conjunction with an ongoing project which has a modest impact to the neighborhood. City staff will continue to update the public with public announcements as necessary throughout the project.

Staff Recommendation

City Staff is recommending approval of Change Order No. 6.

Bid No. 5747 2 Inch Watermain Replacement at Various Locations Phase 1
 Opened 4:00 p.m., January 19, 2017

To be awarded as one lot	Amarillo Utility Contractors	LA Fuller & Sons Construction LTD
Line 1 Mobilization/Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond and related Ancillary Costs (Shall not exceed five percent (5%) of the Total Construction Cost) (COA 10.01) , per specifications		
1 ls		
Unit Price	\$78,000.000	\$94,979.75
Extended Price		78,000.00 94,979.75
Line 2 Furnish, Install and Maintain Temporary Erosion, Sediment, and Water Pollution Control		
1 ls		
Unit Price	\$2,800.000	\$20,823.00
Extended Price		2,800.00 20,823.00
Line 3 Furnish, install and maintain Traffic Control Plan (COA 9.04) complete, per specifications		
1 ls		
Unit Price	\$30,000.000	\$170,407.00
Extended Price		30,000.00 170,407.00
Line 4 Furnish and Place Excavation Protection for Trenches 5 ft or greater in depth (COA 5.08) complete, per specifications		
891 lf		
Unit Price	\$1.000	\$2.00
Extended Price		891.00 1,782.00

To be awarded as one lot	Amarillo Utility Contractors	LA Fuller & Sons Construction LTD	
Line 5 Trench repair - Flexible Pavement as detailed on plans (COA 4.01) complete, per specifications			
805 sy			
Unit Price	\$51.000	\$88.00	
Extended Price		41,055.00	70,840.00
Line 6 Trench repair - Concrete Pavement as detailed on plans (COA 9.04) complete, per specifications			
54 lf			
Unit Price	\$125.000	\$77.00	
Extended Price		6,750.00	4,158.00
Line 7 Trench repair - Brick Pavement as detailed on plans (COA 4.01) , complete , per specifications			
25 sy			
Unit Price	\$225.000	\$225.00	
Extended Price		5,625.00	5,625.00
Line 8 Furnish and Install Grass Sodding, per plans, complete, per specifications			
26 sy			
Unit Price	\$28.000	\$51.00	
Extended Price		728.00	1,326.00
Line 9 Remove & replace Concrete Sidewalk, per plans, complete, per specifications			
7 sy			
Unit Price	\$150.000	\$124.00	
Extended Price		1,050.00	868.00

To be awarded as one lot	Amarillo Utility Contractors	LA Fuller & Sons Construction LTD
Line 10 Remove & Replace Exposed Aggregate Sidewalk, complete , per specifications		
20 sy		
Unit Price	\$200.000	\$232.00
Extended Price		4,640.00
Line 11 Remove and replace Decorative Brick Sidewalk, complete, per specifications		
22 sy		
Unit Price	\$525.000	\$259.00
Extended Price		5,698.00
Line 12 Remove and replace existing Concrete Curb and Gutter, complete, per specifications		
59 lf		
Unit Price	\$34.000	\$56.00
Extended Price		3,304.00
Line 13 Remove and Remove and Replace Concrete Valley Gutter, per plans, complete , per specifications		
48 sy		
Unit Price	\$155.000	\$124.00
Extended Price		5,952.00
Line 14 Remove & Replace Standard Concrete Apron, including saw cuts as necessary, complete, per specifications		
72 sy		
Unit Price	\$155.000	\$124.00
Extended Price		8,928.00

To be awarded as one lot	Amarillo Utility Contractors	LA Fuller & Sons Construction LTD
Line 15 Remove existing fittings and valves, complete, per specifications		
108 ea		
Unit Price	\$220.000	\$230.00
Extended Price		23,760.00
		24,840.00
Line 16 Plug and abandon water main with concrete, complete, per specifications		
158 each		
Unit Price	\$85.000	\$439.00
Extended Price		13,430.00
		69,362.00
Line 17 Furnish and inwstall 8" C900 RJ water pipe by HDD, complete, per specifications		
699 lf		
Unit Price	\$65.000	\$119.00
Extended Price		45,435.00
		83,181.00
Line 18 Furnish and Install Eight (8") inch water pipe, complete, per specification		
115 lf		
Unit Price	\$84.000	\$38.00
Extended Price		9,660.00
		4,370.00
Line 19 Furnish and Install steel casing, twelve (12") inch, per plans, complete, per specifications		
30 lf		
Unit Price	\$70.000	\$197.00
Extended Price		2,100.00
		5,910.00

To be awarded as one lot	Amarillo Utility Contractors	LA Fuller & Sons Construction LTD
Line 20 Furnish and install six inch (6") restrained joint water pipe by HDD, complete, per specifications		
17,686 lf		
Unit Price	\$30.000	\$77.50
Extended Price	530,580.00	1,370,665.00
Line 21 Furnish and install six (6") inch water pipe, complete, per specifications		
692 lf		
Unit Price	\$45.000	\$29.00
Extended Price	31,140.00	20,068.00
Line 22 Furnish and install four (4") inch water pipe, complete, per specifications		
25 lf		
Unit Price	\$27.000	\$26.00
Extended Price	675.00	650.00
Line 23 Furnish and install tow (2") HDPE pipe by HDD, complete, per specifications		
103 lf		
Unit Price	\$36.000	\$54.00
Extended Price	3,708.00	5,562.00
Line 24 Furnish and Install tow (2") HDPE pipe, complete, per specifications		
200 lf		
Unit Price	\$44.000	\$16.00
Extended Price	8,800.00	3,200.00

To be awarded as one lot	Amarillo Utility Contractors	LA Fuller & Sons Construction LTD	
Line 25 Furnish and install eight (8") MJ gate valve, complete, per specifications			
12 ea			
Unit Price	\$1,900.000	\$3,198.00	
Extended Price		22,800.00	38,376.00
Line 26 Furnish and install six (6") MJ gate valve, complete, per specifications			
78 ea			
Unit Price	\$1,200.000	\$2,613.00	
Extended Price		93,600.00	203,814.00
Line 27 Furnish and install four (4") MJ gate valve, complete, per specifications			
1 ea			
Unit Price	\$1,050.000	\$2,383.00	
Extended Price		1,050.00	2,383.00
Line 28 Furnish and Install Standard Fire Hydrant, complete, per specifications			
3 ea			
Unit Price	\$3,000.000	\$3,969.00	
Extended Price		9,000.00	11,907.00
Line 29 Furnish and Install AWWA C153 SSB-DI Fittings, complete, per specifications			
3 Ton			
Unit Price	\$9,700.000	\$37,405.00	
Extended Price		31,525.00	121,566.25

To be awarded as one lot	Amarillo Utility Contractors	LA Fuller & Sons Construction LTD	
Line 30 Furnish and install four (4") MJ gate valve, complete, per specifications 4 ea			
Unit Price	\$2,500.000	\$5,149.00	
Extended Price		10,000.00	20,596.00
Line 31 Furnish and install one water tap and reconnect service line, complete, per specifications 573 ea			
Unit Price	\$840.000	\$2,119.00	
Extended Price		481,320.00	1,214,187.00
Line 32 Tie into existing water main, compete, per specifications 48 ea			
Unit Price	\$990.000	\$855.00	
Extended Price		47,520.00	41,040.00
Line 33 Tie into existing fire line, complete, per specifications 2 ea			
Unit Price	\$4,800.000	\$839.00	
Extended Price		9,600.00	1,678.00
Line 34 Furnish and Install wet connection, complete, per specifications 25 ea			
Unit Price	\$1,700.000	\$876.00	
Extended Price		42,500.00	21,900.00
Bid Total		1,621,258.00	3,664,586.00
Award to Vendor		1,621,258.00	
Change Order		278,439.00	
Change Order #2		3,400.00	
Change Order #3		42,422.00	
Change Order #4		2,460.00	
Change Order #5		12,359.45	
Change Order #6		704.21	
Revised Amount		1,961,042.66	



24



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Priority	Transportation
Department	Street		
Contact	Chris Mitchell, Street Superintendent		

Agenda Caption

Purchase – Specialized Products in Sealing Paved Alleys (COS-50): Award to Professional Coating Technologies, Inc. - \$194,000.00. This item awards a contract for the purchase of COS-50 used by the Street Division to seal and maintain the City’s paved alleys.

Agenda Item Summary

COS-50 is used during the alley sealing program, which is the Street Division’s primary preventative maintenance program for the City’s paved alleys.

Requested Action

Award this proposal to best evaluated respondent Professional Coating Technologies, Inc., at a base price of \$4.90 per gallon plus freight. The purchase agreement ties the price of COS-50 to the “per ton” cost of liquid asphalt, which is used in the production of COS-50. At a base cost of \$400.00 per ton for liquid asphalt, Professional Coating Technologies, Inc. will increase/decrease the base price for COS-50 by \$0.15 per gallon for every \$50.00 per ton increase/decrease in liquid asphalt. Professional Coating Technologies, Inc. also proposes to pay the additional cost of freight, up to \$200.00, if the cost of freight is over \$1,400.00 per delivery. The quote of \$4.90 per gallon is an increase of 4.9% above the last proposal’s base price of \$4.67 per gallon.

Funding Summary

Funding in the amount of \$194,000 for the purchase of COS-50 is available in account 1420.68300 of the approved 2018/2019 Street Division budget. The \$194,000 cost is the same as the amount budgeted. No State or Federal funds will be used for the purchase of this product.

Community Engagement Summary

COS-50 is the primary material used by the Street Division to seal the City’s paved alleys. Sealing the paved alleys with COS-50 protects the asphalt pavement from the intrusion of moisture, increases the longevity of the asphalt pavement, and improves the overall appearance of the City’s alleyways.

Staff Recommendation

Street Division recommends acceptance of this proposal.

201



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Priority	Community Appearance
Department	Planning and Development Services		
Contact	Cris Valverde – Asst. Planning Director Brady Kendrick – Planner I (Case Manager)		

Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Tradewind Square Unit No. 4, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Tradewind Square Unit No. 4.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract's proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation than ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 4,750 feet above mean sea level for the plat of Tradewind Square Unit No. 4.

Amarillo City Council Agenda Transmittal Memo



Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary

The Easement is being granted to the City at no cost.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF RANDALL §

WHEREAS, PEGA Development LLC, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Tradewind Square Unit No. 4, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigns, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,750 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,750 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this

LSS 4/24/2019

instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 8th day of May, 2019.

GRANTOR

PEGA Development, LLC

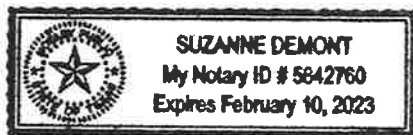
By: *Perry Williams*
Perry Williams, Manager

THE STATE OF TEXAS §

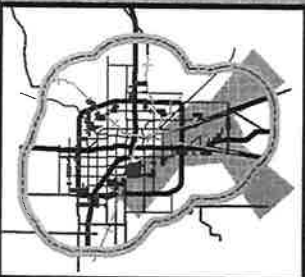
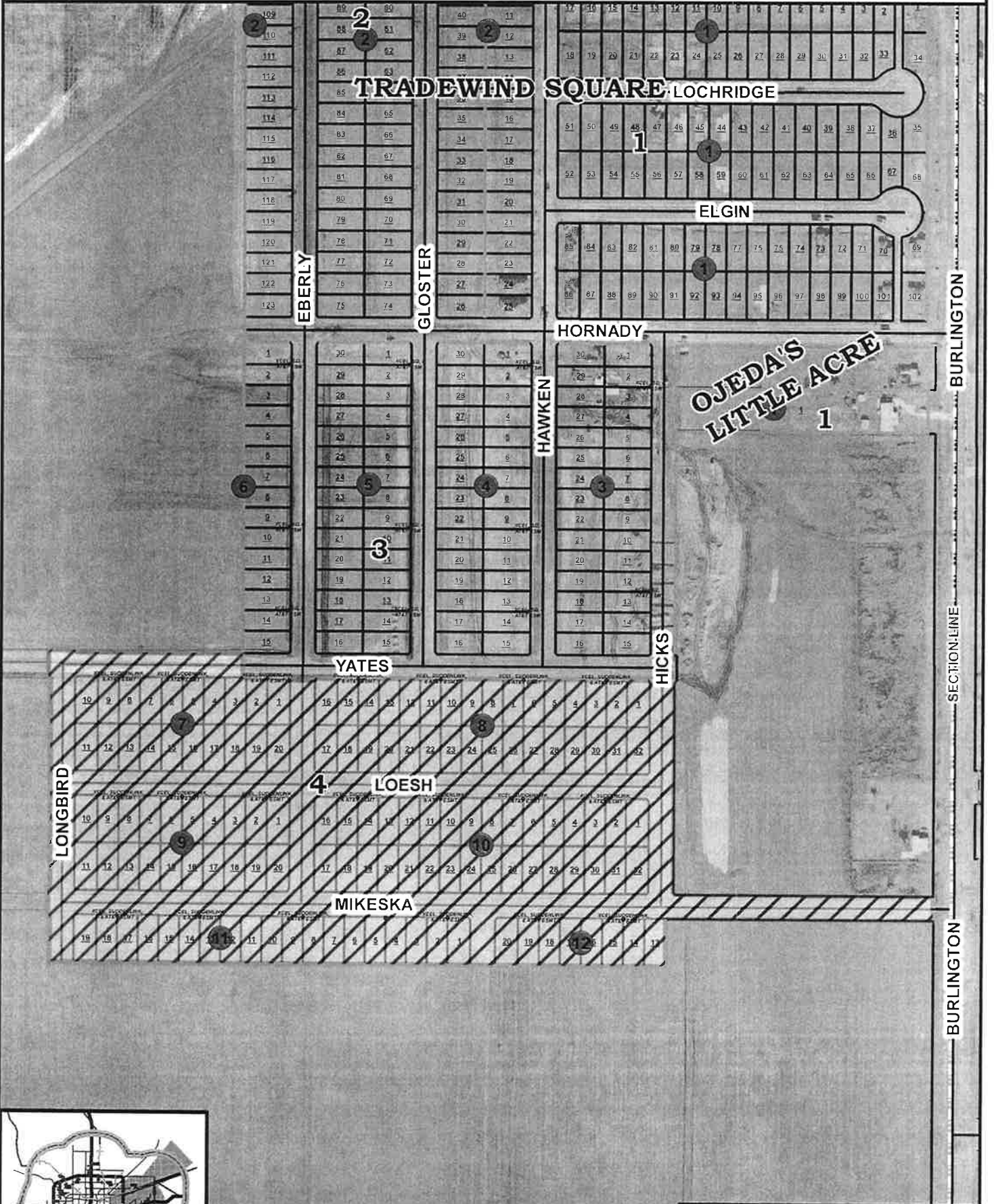
COUNTY OF RANDALL §

This instrument was acknowledged before me on this the 8th day of May, 2019, by Perry Williams.

Suzanne Demont
Notary Public, State of Texas



AVIATION CLEAR ZONE EASEMENT CASE ACZ-19-05 TRADEWIND SQUARE UNIT NO. 4



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 300 feet
Date: 4/18/2019
Case No: P-19-36



Aviation Clear Zone Easement, being 4,750 ft above mean sea level above the plat of Tradewind Square Unit No.4, an addition to the City of Amarillo, being an unplatted tract of land, in Section 173, Block 2, AB&M Survey, Randall County, Texas.

Vicinity: Tradewind St. & SE 58th St.

DEVELOPER: PEGA Development, LLC AP: N15

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

Amarillo City Council Agenda Transmittal Memo



3A



Meeting Date	May 21, 2019	Council Priority	Public Safety
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

ORDINANCE NO. 7786:

This is the first reading of an ordinance amending Chapter 16-5, adding Article IV, to provide authorization for special traffic control measures near downtown city venues.

Agenda Item Summary

This ordinance would authorize staff to temporarily restrict parking, close a street, or implement other temporary traffic control measures within a two-block radius of the Multi-Purpose Event Venue, Civic Center, Globe News Center, and Santa Fe Depot.

Staff is recommending these changes based on the impacts related to downtown traffic and overall logistical needs since the opening of Hodgetown and other major events taking place at the Civic Center and Globe News Center. This would allow staff to accommodate temporary parking of standby emergency vehicles, media satellite trucks, team buses, equipment trailers, etc. Included is specific language regarding when these measures may be implemented and kept in place, such as 24 hours prior to the start of an event and being able to stay in place consecutively for multi-day events, as well as enforcement measures for those parking in the areas described above.

In particular, this ordinance would also allow for signage and designation of temporary passenger drop-off areas for safer access to the various event venues, by not allowing parking in certain zones. This would limit the number of double parking incidents taking place with passengers dropped off at the entrance to a venue.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 7786

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-5, ADDING ARTICLE IV, TO PROVIDE AUTHORIZATION FOR SPECIAL TRAFFIC CONTROL MEASURES NEAR DOWNTOWN CITY VENUES; PROVIDING FOR REPEALER, SEVERABILITY, ENFORCEMENT BY TOWING; AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds that that there is a need to authorize special traffic control measures at or near certain downtown public venues to accommodate large vehicles essential for special events and games, and other temporary traffic control measures, for the public health, safety, and welfare;

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

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

ARTICLE IV. SPECIAL TRAFFIC CONTROL MEASURES

Sec. 16-5-51. Large Vehicle Parking Near a Venue.

(a) Authority; Locations. The Downtown Transportation Coordinator (see, Art. I of this Chapter) is authorized to temporarily restrict parking, close a street, or other temporary traffic control measure upon part or all of a street which is adjacent to or within a two block radius of the Civic Center, Santa Fe Depot, Globe News Center, or Multipurpose Event Venue, for the purpose of accommodating the movement and temporary parking of standby emergency vehicles, media satellite trucks, team buses, equipment trucks or trailers and similar, needed for the production or protection of an event at a venue named above. Such parking restriction, street closure, or other traffic control measure may be imposed for and during:

1. up to 24 hours prior to the start of an event or as otherwise necessary for unloading and set up, and for a reasonable time after an event for loading and departure;
2. around the clock and for consecutive days without interruption for a multi-day event;
3. around the clock and for consecutive days without interruption when a series of related or unrelated events are scheduled to start or end within 72 hours of each other at a venue named in (a); and,
4. other times and days as determined by the City Manager or designee as being in the best interests of public convenience or safety at a venue or area described in (a).

(b) Public notice; Coordination. The Downtown Transportation Coordinator or designee shall cause the timely deployment of City-issued temporary signs, barricades, barriers or other

physical means of notice to drivers that a temporary restriction, closure, or other traffic control measure will be or is in effect. This shall be done in coordination with Police, Fire, Public Works, Facilities Management, or other City departments as appropriate. The physical access control for vehicle ingress/egress to and vehicle placement within a restricted, closed, or controlled area may be performed by personnel of the Downtown Transportation Coordinator, Police Department, Traffic Engineering Office, or other as directed by the City Manager's Office.

(c) *Enforcement.* The Amarillo Police Department is authorized to both issue a parking citation to an unauthorized or obstructing vehicle and to cause such vehicle to be towed from an area described in (a) that is under a posted restriction, closure, or control described in (b).

(d) *Limitation.* This section does not authorize any City official or other person to take any action that is contrary to or that would impair the authority and control of the State of Texas over roadways that are part of the State highway system, without the prior consent of the State given in accordance with State procedures.

Sec. 16-5-52 to 16-5-99. Reserved.

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

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

SECTION 4. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 21st day of May, 2019; and, PASSED on Second and Final Reading the _____ day of _____, 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	May 21, 2019	Council Priority	Civic Pride
Department	City Manager's Office		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption
 RESOLUTION -- DESIGNATES STREET CLOSURES IN DOWNTOWN AMARILLO FOR "THE AMARILLO CHAMBER'S SUMMER FIREWORKS EXTRAVAGANZA" TO BE HELD ON JUNE 29, 2019.

Agenda Item Summary
 This is a resolution in support of the closure of Texas Department of Transportation (TxDot) U.S. Highway 87 on South Fillmore Street from 5th Avenue to 8th Avenue, and U.S. Highway 287 on South Taylor from 5th Avenue to 8th Avenue from June 29, 2019 at 6:00 a.m. to June 30, 2019 at 7:00 a.m. for "The Amarillo Chamber's Summer Fireworks Extravaganza" to be held in Downtown Amarillo, and authorizes the City Manager to execute all necessary documents with TxDot.

Requested Action
 Approval

Funding Summary
 N/A

Community Engagement Summary
 Amarillo Chamber of Commerce is hosting the event and will provide information to the public, including maps. They are planning a news conference around the beginning of June to provide further details and recognize sponsors.

Staff Recommendation
 Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING A PARTIAL TEMPORARY CLOSURE OF A STATE HIGHWAY ON JUNE 29, 2019 THROUGH JUNE 30, 2019; PROVIDING A SAVINGS CLAUSE; AND EFFECTIVE DATE.

WHEREAS, the City desires for the Texas Department of Transportation (“**TxDOT**”) to cooperate in approving the temporary closure of a portion of a state highway on June 29, 2019, for the public purpose of “The Amarillo Chamber’s Summer Fireworks Extravaganza” co-sponsored by the City and the Amarillo Chamber of Commerce, which promotes tourism in our City and civic pride, while ensuring controlled access for abutting property owners along the affected highway segments, and for emergency vehicles; and,

WHEREAS, there are convenient and adequate alternative routes for normal Saturday traffic along the affected roadway segments;

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

SECTION 1. For the public safety, health, and welfare, it is ordered that U.S. HIGHWAY 87 ON S. FILLMORE STREET FROM 5TH AVENUE TO 8TH AVENUE, AND U.S. HIGHWAY 287 ON S. TAYLOR FROM 5TH AVENUE TO 8TH AVENUE be closed to normal motor vehicle traffic on Saturday, June 29, 2019, from 6:00 AM to Sunday, June 30, 2019 at 7:00 AM to aid the safe operation of “The Amarillo Chamber’s Summer Fireworks Extravaganza” on that date and, for any portion of said highway segment that is outside the city limits, that TxDOT is requested to cooperate in approving said closure for the location, date, times, and purposes described herein.

SECTION 2. That the City Manager is authorized to sign and implement the attached agreement with TxDOT to accomplish the temporary highway closure described in Section 1.

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 ___ day of May, 2019.

By: _____
Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

STATE OF TEXAS §
COUNTY OF POTTER §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Amarillo, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including City of Amarillo, in Potter, County; and

WHEREAS, the local government has requested the temporary closure of Fillmore and Taylor Streets for the purpose of Community Fireworks, from 6/29/19 6:00am to 6/30/19 7:00am as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 21st_ day of May, 2019, the Amarillo City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Agreement No. _____

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>City of Amarillo</u>	Texas Department of Transportation
<u>Jared Miller</u>	_____
<u>City Manager</u>	_____
<u>PO Box 1971 - Amarillo</u>	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF AMARILLO _____

Executed on behalf of the local government by:

Agreement No. _____

By _____ Date _____
City Official

Typed or Printed Name and Title Jared Miller
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____

Exhibit A

Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 21, 2019	Council Pillar	Economic Development
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF RESOLUTION

(Contact: Michelle Bonner)

Discussion and consideration of all matters incident and related to approving the resolution of the Board of Directors of the Amarillo Economic Development Corporation authorizing the issuance of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019," including the adoption of a resolution pertaining thereto.

Agenda Item Summary

The resolution authorizes the issuance of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019", adopted by the Amarillo Economic Development Corporation on May 21, 2019, and submitted to the City Council this day.

The Board of Directors of the Amarillo Economic Development Corporation has determined that refunding of the outstanding Taxable Sales Tax Revenue Bonds, Series 2009 should be financed from the proceeds of sale of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019".

Requested Action

Approval of the resolution approving the resolution of the Board of Directors of the Amarillo Economic Development Corporation authorizing the issuance of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019."

Funding Summary

N/A

Community Engagement Summary

On May 21, 2019 the Board of Directors of the Amarillo Economic Development Corporation will meet and consider adoption of a resolution authorizing the issuance and sale of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019".

Staff Recommendation

City staff is recommending approval of the Resolution.

5/16/2019 BSM

RESOLUTION NO. 05-21-19-_____

A Resolution of the City Council of the City of Amarillo, Texas, relating to the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019"; approving the resolution of the Board of Directors of the Amarillo Economic Development Corporation authorizing the issuance of such Bonds and resolving other matters incident and related to the issuance of such Bonds; and providing an effective date.

WHEREAS, Amarillo Economic Development Corporation (the "Issuer") has been duly created and organized pursuant to the provisions of the Development Corporation Act, V.T.C.A, Local Government Code, Title 12, Subtitle C1, as amended (the "Act") (formerly known as the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Article 5190.6); and

WHEREAS, pursuant to the Act, the Issuer is empowered to issue bonds for the purpose of defraying the cost of any "project" defined as such by the Act; and

WHEREAS, the Board of Directors of the Issuer has found and determined that refunding of the Issuer's outstanding Taxable Sales Tax Revenue Bonds, Series 2009 should be financed from the proceeds of sale of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019" (the "Bonds"); and

WHEREAS, Section 501.204 of the Act requires the City Council of the City approve the resolution of the Issuer providing for the issuance of the Bonds no more than sixty (60) days prior to the delivery of the Bonds; now, therefore,

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

Section 1: The resolution authorizing the issuance of the "Amarillo Economic Development Corporation Taxable Sales Tax Revenue Refunding Bonds, Series 2019", adopted by the Issuer (the "Issuer Resolution") on May 21, 2019, and submitted to the City Council this day, is hereby approved in all respects.

Section 2: The approval herein given is in accordance with Section 501.204 of the Act and the Bonds shall never be construed an indebtedness or pledge of the City, or the State of Texas (the "State"), within the meaning of any constitutional or statutory provision, and the owner of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Issuer, the City, or the State, except those revenues assigned and pledged by the Issuer Resolution.

Section 3: The City hereby agrees to promptly cause the Gross Sales Tax Revenues (as defined in the Master Taxable Debt Resolution referenced in the Issuer Resolution) received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Issuer to be transferred and deposited immediately upon receipt by the City to the banking or monetary fund maintained at the depository designated by the Issuer and known on the books of the Issuer as the Gross Sales Tax Revenue Fund, as defined in the aforesaid Master Taxable Debt Resolution in accordance with the terms of the Issuer Resolution and the Act to provide for the

prompt payment of the Bonds, and to assist and cooperate with the Issuer in the enforcement and collection of sales and use taxes imposed on behalf of the Issuer.

Section 4: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 5: This Resolution shall be in force and effect from and after its passage on the date shown below.

[Remainder of page intentionally left blank]

5/16/2019 BSM

PASSED AND ADOPTED, this May 21, 2019.

CITY OF AMARILLO, TEXAS

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

(City Seal)

3D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	5/21/2019	Council Priority	Long-term Plan for Infrastructure
Department	Water Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

CONSIDER: Contract for PSC Engineers for Forensic Engineering Services in the analysis of filter failures at the Osage Water Treatment plant. Job No. 523380.17400.1060

Parkhill, Smith and Cooper Inc.: \$ 69,120.00

Agenda Item Summary

This agenda item is the approval of an emergency contract for the analysis of filter filters #2, #3, and #7 at the Osage Water Treatment Plant (OWTP). The rapid sand filters are essential to maintain adequate potable water production at the OWTP.

PSC will analyze the filter failures that occurred at the Osage Water Treatment Plant and will provide reporting and testing services to determine the cause of the failures from observations, sampling and laboratory testing of the underdrains using common practices and engineering judgement.

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 E & I 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.

EMERGENCY CONTRACT FOR FORENSIC ENGINEERING SERVICES W/ PSC FOR ANALYSIS OF FILTER FAILURES OF OWTP
Opened 4:00 p.m. May 14, 2019

To be awarded as one lot

PSC INC

Line 1 Emergency Contract for Forensic
Engineering, per specifications

1 ea

Unit Price

\$69,120.000

Extended Price

69,120.00

Bid Total

69,120.00 ✓

Award by Vendor

69,120.00

3E



Amarillo City Council Agenda Transmittal Memo



Meeting Date	5/21/2019	Council Priority	Long-term Plan for Infrastructure
Department	Water Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

CONSIDER: Change Order #1 for Contract for repairs to filters at Osage Water Treatment Plant. Job 523380, Bid 6435

MH Civil Constructors, Inc.:	Original Contract:	\$	713,500.00
Change Order #1		\$	600,500.00
Total		\$	1,314,000.00

Agenda Item Summary

This agenda item is the approval of Change Order # 1 for the 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. We have experienced unexpected failures on filters #2, #3.

Once the media and underdrains were removed it was determined additional work needed to be accomplished to get the underdrains operational. Additional items include: Replace floor mortar, replacement and disposal of existing media, and installation of additional anchor bolts.

Based on historical demands, the City anticipates the need for maxim 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.

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.

Amarillo City Council Agenda Transmittal Memo



Staff Recommendation

Staff is recommending approval and execution of this amendment.

Bid No. 6435 EMERGENCY REPAIR OSAGE WATER TREATMENT PLANT FILTERS 2 & 3
Opened 4:00 p.m. April 10, 2019

To be awarded as one lot

MH CIVIL CONSTRUCTORS

Line 1 Osage Water Treatment Plant
Filters 2 & 3, per specifications

1 ea

Unit Price

\$713,500.000

Extended Price

713,500.00

Bid Total

713,500.00

Award by Vendor

713,500.00

Change Order #1

600,000.00 ✓

Revised Total

1,314,000.00