

AGENDA
FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JUNE 4, 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: Corky Holland, First Baptist Church

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Presentation Waste Hauling Fee Update;
 - C. Presentation of the Actuarial Audit of the Amarillo Firemen's Relief and Retirement Fund Board of Trustees; 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. **CONSIDER APPROVAL -- MINUTES:**

Approval of the City Council minutes for the meeting held on May 28, 2019.

B. **CONSIDERATION OF ORDINANCE NO. 7787:**

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

This is the second and final reading of an ordinance considering rezoning of a 4.77 acre tract of unplatted tract of land in Section 231, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Moderate Density District. Vicinity: Western Street and Knoll Drive.

C. **CONSIDER APPROVAL – PURCHASE OF ASPHALT PAVER:**

(Contact: Jason Jupe, Fleet Services Assistant Superintendent)

Associated Supply Company -- \$331,996.00

This item is the scheduled replacement of unit 7613, 2012 Volvo Asphalt Paver. This equipment is used by the Street Department Division for daily operational requirements. This vehicle has exceeded its useable life span.

- D. **CONSIDER AWARD – PROPERTY FIRE AND EXTENDED COVERAGE INSURANCE:**
 (Contact: Wesley Hall, Risk Management)
 Awarded to NCW – \$920,380.00
 This is an insurance policy that indemnifies the City when damage occurs to City buildings and/or the contents of those buildings. The policy limit is \$500,000,000. The policy has a \$250,000 deductible for most perils. The major exception is wind/hail which has a 5% per location deductible.
- E. **CONSIDER AWARD – LAND LEASE FOR AGRICULTURAL USE IN CARSON COUNTY:**
 (Contact: Matthew Thomas, City Engineer)
 Awarded to Leslie Redwine – \$57,734.80
 This item is to consider award of a land lease. The land lease is for agricultural use of Section 24, Block T, A.B.&M. Survey, Carson County, Texas. This is a 640-acre tract. The agreement is for five (5) years to be paid annually at \$11,546.96/yr for a total of \$57,734.80.
- F. **CONSIDER AWARD – CHANGE ORDER #2 FOR REHABILITATION OF SOUTHEAST 34TH AVENUE FROM GRAND STREET TO EASTERN STREET:**
 (Contact: Matthew Thomas, City Engineer)
 Awarded to Holmes Construction -- \$104,500.00
- | | |
|--------------------------|---------------------|
| Original Contract - | \$2,549,949.89 |
| Previous Change Orders - | \$9,596.44 |
| This Change Order - | <u>\$104,500.00</u> |
| Revised Contract - | \$2,664,046.33 |
- This item is to consider award of changes to the construction contract for the rehabilitation of Southeast 34th Avenue from Grand Street to Eastern Street. This change is for postponing the construction of the 5-24" RCP Storm Sewer Pipes until later in the year during a low water supply demand period. The work will include Jack & Bore 5-36"x60' Steel Casing to remain in place to carry the originally planned storm drain pipes.

3. **NON-CONSENT ITEMS:**

- A. **CONSIDERATION OF ORDINANCE NO. 7788:**
 (Contact: Izzy Rivera, Chief Building Official)
 This is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Sections 4-1-20 and 4-1-21 to revise calculation of residential building and inspection permit fees.
- B. **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) Discuss property located in the vicinity of Estacado Lane and Bell Street; and
 - (b) Discuss properties west of the Central Business District.

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 31st 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.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 28th 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
HOWARD SMITH

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

Absent was Councilmember Eddy Sauer. 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

There were no comments.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 28th 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 Carol Smith. 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. Presentation - Artwork winners announced for the City's 2019 Every Drop Counts Calendar; and
- C. 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 agenda, seconded by Councilmember Hays.

A. MINUTES:

Approval of the City Council minutes for the meeting held on May 21, 2019.

B. CONSIDER -- ORDINANCE NO. 7786:

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

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

C. CONSIDER APPROVAL -- AWARD OF LIBRARY RADIO FREQUENCY IDENTIFICATION (RFID) CONVERSION PROJECT TO BIBLIOTECHA/3M FOR THE NORTH AND SOUTHWEST BRANCH:

(Contact: Amanda Barrera, Director Library Services)

Total Award to Bibliotecha/3M in the amount of \$91,679.22
North Branch - \$32,547.86; Southwest Branch - \$59,131.36

This item awards the purchase of security and inventory management systems to Bibliotecha/3M for the North and Southwest branch libraries.

D. **CONSIDER AWARD – JANITORIAL SUPPLIES:**

(Contact: Trent Davis Purchasing Agent)

Pyramid School Products	\$22,042.88
Empire Paper Company	\$15,601.44
Wagner Supply Company	\$11,866.20
MSC Industrial Supply	\$ 7,636.32
Morning Star Industries	\$ 96.00
Unipak Corporation	\$ 8,616.00
All American Poly	\$ 7,120.80
Calico Packaging	\$ 9,384.00
Tascosa Office Machines	\$ 404.64
	<u>\$82,767.88</u>

These items are to consider award of the Janitorial Supplies Annual Supply Agreement.

E. **CONSIDER PURCHASE -- NEW SIEMENS TRAFFIC CONTROLLERS:**

(Contact: Michael Padilla, Transportation Superintendent)

Traffic Signal Controllers (80) - \$167,472.00

This is a purchase for traffic signal equipment to replace outdated electronic equipment last purchased in 2003; which are no longer compatible with new Siemens Tactics Software.

F. **CONSIDER AWARD -- CONTRACT FOR THE LEASE OF A CHIPSPREADER AND TWO 25-TON PNEUMATIC ROLLERS:**

(Contact: Chris Mitchell, Street Superintendent)

Bee Equipment Sales, Ltd. (Chipspreader)	\$32,625.00
Associated Supply Company, Inc. (Two 25-ton Rollers)	<u>\$21,811.48</u>
Total Awarded Amount:	<u>\$54,436.48</u>

This item is for three (3) months during summer for sealcoating of paved streets.

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

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented an ordinance considering the rezoning of a 4.77 acre tract of unplatted tract of land in Section 231, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Moderate Density District. (Vicinity: Western Street and Knoll Drive.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Councilmember Powell inquired how the building of townhomes would affect the values of homes in the neighborhood. Mr. Valverde stated he was not able to answer that question. Councilmember Hays inquired how the rezoning might affect the surrounding landowners. Councilmember Powell inquired if apartments could be built in the area. Mayor Nelson opened a public hearing. Maria Mungia, 7629 South Western Street, she stated she opposed the rezoning because it would be in her backyard. She stated she preferred to keep the acreage. Councilmember Hays stated the owner has the right to build individual homes and it was not public land, something will be built in the acreage. Ms. Mungia further stated that places with townhomes and apartments tend to bring trash and crime. Barry Christy, 5901 Aberdeen Parkway, stated he was the builder and requested the rezoning be approved. He stated his plans were consistent with the other neighborhoods except they were single-story townhouses. Councilmember Hays inquired about the population in the area. She further inquired if there were other neighborhoods in the community that did not have this type of zoning. Mr. Valverde replied he was surprised that City View did not already have this type of zoning. There were no further comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7787

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE

VICINITY OF WESTERN STREET AND KNOLL DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Powell stated the owner has a right to develop as long as it is confined in the ordinance. Councilmember Smith stated this is not an unusual request for this type of zoning to happen in subdivisions.

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

ITEM 3B: Mayor Nelson presented an ordinance considering the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Sections 4-1-20 and 4-1-21 to revise calculation of residential building and inspection permit fees. Mr. Miller stated last week House Bill 682 was signed by the Governor. This legislation takes effect immediately. The permit fee cost is currently established by the value of the improvement. They will be working and meeting with the Builders Association and other stakeholders to get as much information as possible. He stated it was necessary to take action quickly. This item was presented by Izzy Rivera, Chief Building Official. Mr. Hartman asked that "final" reading be stricken and "declaring this an emergency measure to be effective upon one reading upon unanimous vote." Councilmember Hays asked that the second reading also be placed as a non-consent item. Councilmember Smith inquired who was coming to the meeting tomorrow. Mr. Miller stated they have notified the Texas Panhandle Builders Association (TPBA), Construction Specifications Institute (CSI), Amarillo General Contractors Association (AGCA), and the Texas Panhandle Inspectors Association (TPIA) and were reaching out to as many builders as possible. Mr. Rivera stated the meeting was open to the public and would be held tomorrow at the Simms Building, 808 South Buchanan Street, Room 275 at 1:00 p.m. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7788

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS; AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 4-1, ARTICLE I, DIVISION 2, SECTIONS 4-1-20 AND 4-1-21 TO REVISE CALCULATION OF RESIDENTIAL BUILDING AND INSPECTION PERMIT FEES; DECLARING THIS AN EMERGENCY MEASURE TO BE EFFECTIVE UPON ONE READING BY UNANIMOUS VOTE; PROVIDING FOR SEVERABILITY, REPEALER; AND EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell and Smith; voting NO was Councilmember Sauer; the motion carried by a 4:1 vote of the Council.

ITEM 3C: Mayor Nelson presented a resolution authorizing the City to nominate Northwest Texas Healthcare System, Inc. to the Office of the Governor Economic Development and Tourism through the Texas Economic Development Bank for designation as a qualified business and enterprise project under the Texas Enterprise Zone Program. This item was presented by Andrew Freeman, Director of Planning and Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Hays and that the following captioned resolution be passed:

RESOLUTION NO. 05-28-19-1

A RESOLUTION OF THE CITY OF AMARILLO; AUTHORIZING THE CITY OF AMARILLO TO NOMINATE NORTHWEST TEXAS HEALTHCARE SYSTEM, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM ("OOGEDT") THROUGH THE ECONOMIC DEVELOPMENT BANK ("BANK") FOR DESIGNATION AS A QUALIFIED BUSINESS AND ENTERPRISE PROJECT ("PROJECT") UNDER THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE ("ACT").

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

ITEM 3D: Mayor Nelson presented an item approving the design and construction phase services for Arden Road Arterial Section, Storm Sewer, and Water Main from Soncy to Helium. This item was presented by Matt Thomas, City Engineer. Motion was made by Councilmember Powell, seconded by Councilmember Sauer and that this item be approved.

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

ITEM 3E: Mayor Nelson presented an item approving a professional services agreement for the construction phase management services of the Streets Northwest Quadrant Seal Coat project. This item was presented by Matt Thomas, City Engineer. Motion was made by Councilmember Powell, seconded by Councilmember Sauer and that this item be approved.

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

ITEM 3F: Mr. McWilliams advised at 2:22 p.m. that the City Council would convene in Executive Session per Texas Government Code: (1) Section 551.072 – Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street; (b) Discuss property located in the vicinity of East 34th Avenue and South Osage Street; 3) Section 551.087 – Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street.

Mr. McWilliams announced that the Executive Session was adjourned at 3:14 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Freda Powell, Mayor Pro Tem

Amarillo City Council Agenda Transmittal Memo



2B

Meeting Date	June 4, 2019	Council Priority	Customer Service
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Second and final reading to consider rezoning of a 4.77 acre tract of unplatted tract of land in Section 231, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Moderate Density District.

Vicinity: Western St. and Knoll Dr.

Applicant: Barry Christy

Agenda Item Summary

Adjacent land use and zoning

Adjacent land uses consist of a church to the north, single-family detached homes and vacant land to the west, single-family detached homes to the south, and a single-family detached home and a distribution business to the east.

Adjacent zoning consists of Residential District 1 (R-1) to the north, east, and west and Residential District 2 (R-2) to the south.

Proposal

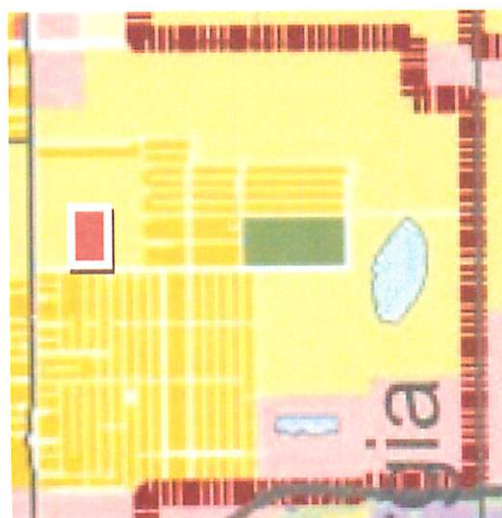
The applicant is requesting rezoning from R-1 to Moderate Density (MD) in order to develop townhomes on this site. As it stands now, townhomes are not allowed in Residential Districts 1 through 3; hence the request for rezoning.

Analysis

Whenever a request for rezoning occurs, understanding what impacts a proposed rezoning, if any, will have on existing area development and/or zoning patterns is considered.

With the applicant's tract located at the western periphery of the City View Estates Subdivision, analysis of the entire subdivision (roughly a square mile section of land) in order to obtain a more complete view of the area development and zoning patterns is done.

The Future Land Use Map recommends what types of land uses a particular area should develop with. General Residential (dark yellow) and Suburban Residential (light yellow) are the predominate types of development recommended and are illustrated below.



Recommended development types within General Residential are primarily focused on detached residential dwellings with allowances for attached dwelling units such as duplexes and townhomes. Suburban Residential also focuses on detached residential dwellings yet also include allowances for attached dwelling units. The main differences between the two is that General Residential has less openness and separation between dwellings when compared to Suburban Residential.

With regards to existing zoning patterns and as illustrated by the graphic below, the majority of the section is zoned Residential District 2 (brown) with a small portion of zoned Residential District 1 (yellow). These two predominate zoning districts allow for single-family detached residential development only.



In regards to existing development patterns and as expected by the predominate zoning of the area, single-family detached homes are the predominate land use within the area.

Looking at the location of the applicant's tract and the rezoning request, townhome development is being proposed in an area recommended for Suburban Residential characteristics. Although townhomes are recommended within Suburban Residential, open space is not typically found with this type of development whereas lots standards (setbacks, lot coverage, and lot size) create a more dense development.

That said and with exception of the immediately adjacent land, when comparing the existing land use and zoning patterns of the area as a whole with the Future Land Use Map, all of the areas identified as Suburban Residential (light yellow in the Future Land Use Map) are currently developed with residential development or zoned for residential development that share characteristics found in General Residential.

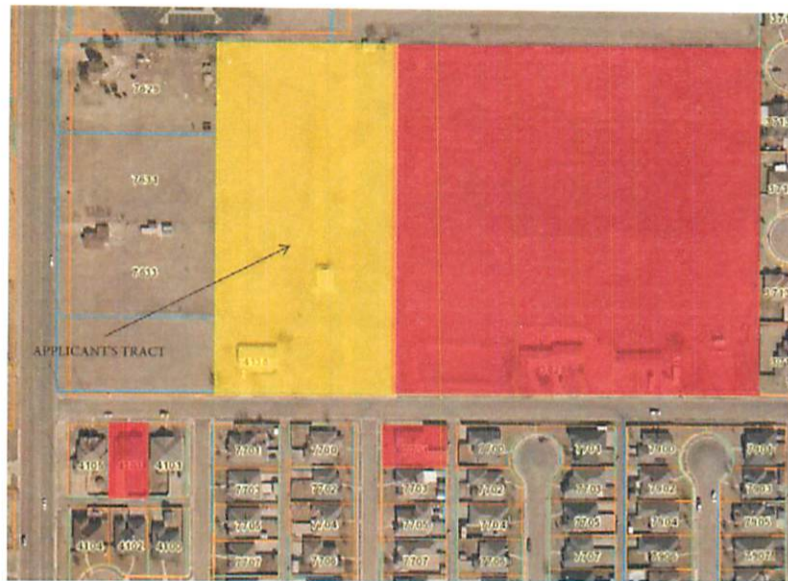
Considering this and if approved, townhome development would share similar development characteristics to the majority of the City View Estates development patterns found in the area. As such, the Planning and Zoning Commission does not foresee any detrimental impacts on existing zoning or development patterns in the area.

Additionally, attached dwelling development and/or zoning are not found within the City View Estates Subdivision as a whole. This is unique in that developers typically provide various residential products (detached, attached, and apartments) within a subdivision. These additional residential products are recommended and typically found at the periphery of a subdivision in many other subdivisions in Amarillo. In the Planning Commission's opinion, incorporating the proposed zoning and land uses allowed, could strengthen the City View Estates neighborhood by adding a varied choice of residential products.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of the Planning and Zoning Commission meeting, the developer spoke on behalf of the request.

Also during the meeting, three area property owners (highlighted in red in the graphic below), expressed either opposition or concern with the request. One property owner stated that if this tract is developed, the existing view from his front yard would be removed, another stated that property values could be diminished if approved, and the third stated increased traffic and the possibility of apartments being developed could change the characteristics of the area.



An update will be provided at the Council meeting should there be additional comments received.

Considering all the above and the comments made during the meeting, the Planning and Zoning Commission was of the opinion that the applicant's request is appropriate. Therefore, the Planning Commission unanimously recommended approval as presented.

ORDINANCE NO. 7787

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF WESTERN STREET AND KNOLL DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 4.77 acre tract of unplatted land in Section 231, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Moderate Density District and being further described below:

A 4.77 acre tract of land being a portion of a tract of land described in that certain Warranty Deed recorded in Volume 482, Page 302 of the Deed Records of Randall County, Texas, situated in Section 231, Block 2, A.B.& M. Survey, Amarillo, Randall County, Texas, surveyed on the ground by Robert Keys and Associates on this 20th day of September, 2017, and said tract of land being further described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod, found at the most northerly northeast corner of Lot 14, Block 22, City View Estates Unit No. 6, an addition to the City of Amarillo, according to the recorded map or plat thereof, of record under Clerk's File No. 2008008023 of the Official Public Records of Randall County, Texas;

Thence N. 00° 11' 46" W., (Directional Control GPS Observation WGS-84), at 310.00 feet pass an "X" cut in concrete, found at the most northerly northeast corner of Lot 28, Block 22, of said City View Estates Unit No. 6, a total distance of 344.99 feet;

Thence S. 89° 57' 24" W., 675.88 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the northeast and **BEGINNING CORNER** of this tract of land;

Thence S. 00° 34' 10" E., 629.50 feet along the west line of a tract of land described in that certain Warranty Deed recorded in Volume 467, Page 95 of the Deed Records of Randall County, Texas to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the southeast corner of this tract of land;

Thence S. 89° 57' 24" W., 330.00 feet along the north right-of-way line of Knoll Drive as dedicated by City View Estates Unit No. 2, an addition to the City of Amarillo, according to the recorded map or plat thereof, of record under Clerk's File No. 03 27227 of the Official Public Records of Randall County, Texas to a 1/2 inch iron rod, found at southwest corner of this tract of land, from whence a 1/2 iron rod with a cap stamped "FURMAN R.P.L.S. 1959", found at the northwest corner of Lot 28, Block 6, of said City View Estates Unit No. 2, bears S. 00° 34' 10" E., 59.77 feet and N. 89° 54' 31" E., 132.97 and from whence a 1/2 iron rod, found at the southwest corner of a 1.26 acre tract of land described in that certain Warranty Deed recorded in Volume 898, Page 35 of the Deed Records of Randall County, Texas bears S. 89° 57' 24" W., 290.21 feet;

Thence N. 00° 34' 10" W., 629.50 feet along the east line of said 1.26 acre tract of land and the east line of a tract of land described in that certain Warranty Deed recorded under Clerk's File No. 2015002491 of the Official Public Records of Randall County, Texas and the east line of a tract of land described in that certain Warranty Deed recorded under Clerk's File No. 2007002333 of the Official Public Records of Randall County, Texas to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the northwest corner of this tract of land, from whence a 3/8 inch iron rod, found at the northwest corner of said tract of land described in that certain Warranty Deed recorded under Clerk's File No. 2007002333 of the Official Public Records of Randall County, Texas bears S. 89° 57' 24" W., 290.21 feet;

Thence N. 89° 57' 24" E., 330.00 feet along the south line of Lot 1, Block 2, South Side Acres Unit No. 4, an addition to the City of Amarillo, according to the recorded map or plat thereof, of record in Volume 898, Page 351 of the Deed Records of Randall County, Texas and the south line of a tract of land described in that certain Warranty Deed recorded in Volume 635, Page 315 of the Deed Records of Randall County, Texas to the **POINT OF BEGINNING**.

SECTION 3. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 28th day of May, 2019 and **PASSED** on Second and Final Reading on this the 4th day of June, 2019.

Freda Powell, Mayor Pro Tem

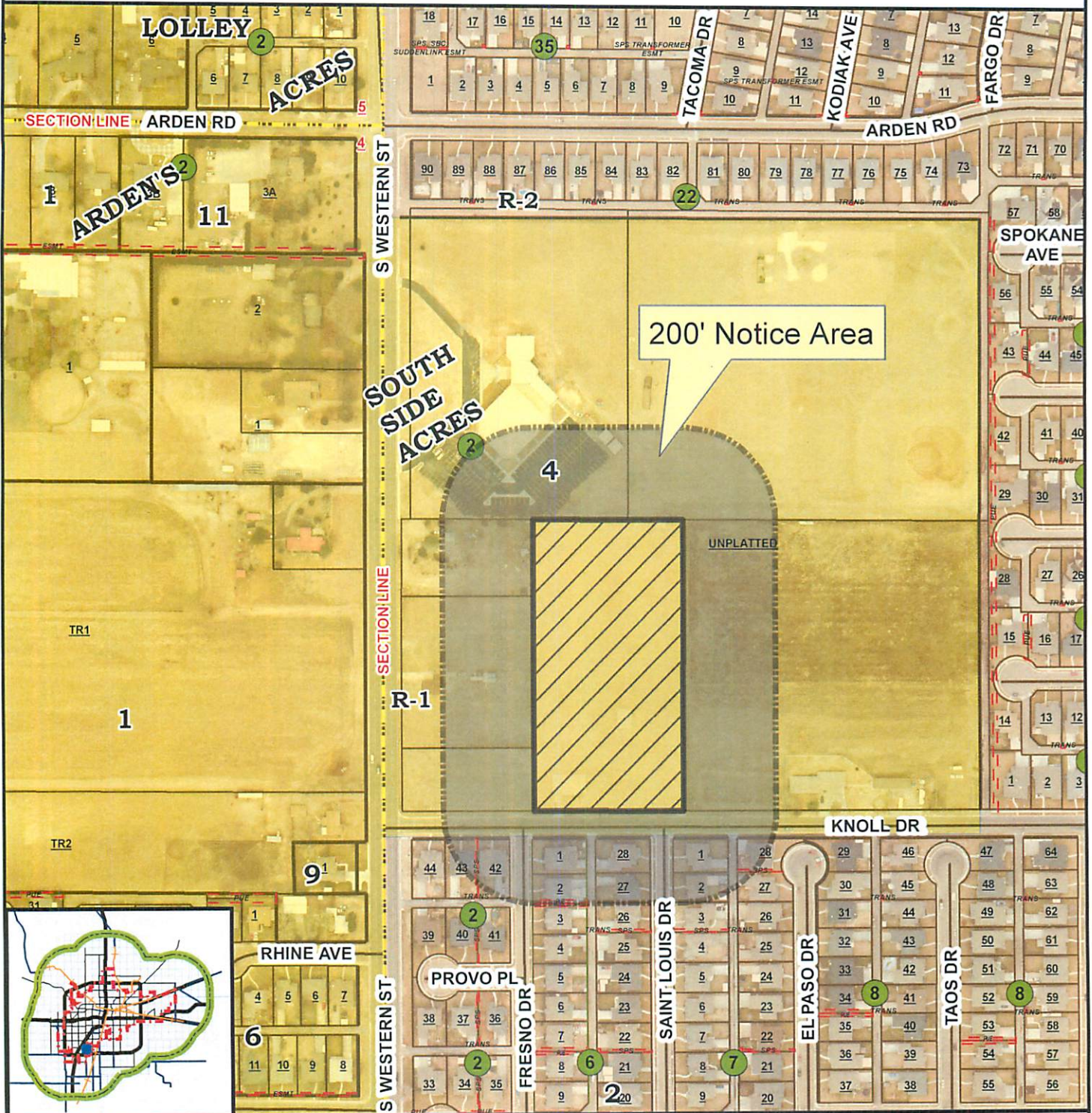
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM R1 TO MD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
 Date: 5/17/2019
 Case No: Z-19-07



Z-19-07 Rezoning of a 4.77-acre tract of land, being an unplatted tract of land, in Section 231, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from a Residential- District 1 zoning district to a Moderate Density Zoning District for residential purposes.

VICINITY: Western St. and Knoll Dr.

APPLICANT/S: Barry Christy

Tax Account #: R-200-2310-1200.0

AP: L17

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



Meeting Date	June 4, 2019	Council Priority	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works / Fleet Services Division		
Contact	Jason Jupe, Fleet Services Assistant Superintendent		

Agenda Caption

CONSIDER: Purchase of Asphalt Paver

Award to: Associated Supply Company	\$331,996.00
Utilizing Sourcewell Contract 032515-VCE	

Agenda Item Summary

Scheduled replacement of unit 7613, 2012 Volvo Asphalt Paver. Equipment used by the Street Department Division for daily operational requirements. Vehicle has exceeded its useable life span.

Requested Action

Recommend purchase for 2020 Volvo Asphalt Paver. This purchase will be on Sourcewell contract #032515-VCE. Contract assures discounted governmental pricing and quicker delivery schedules. Contract purchase allows for best value evaluation and vendor support.

Funding Summary

Funding for this purchase will be from 61120.84200, Fleet Services Machinery General. Cost \$331,996.00, remaining balance \$1,912,499.53

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends Council approval of purchase.

Bid No. 6482 PURCHASE OF ASPHALT PAVER
 Opened 4:00 p.m. May 17, 2019

To be awarded as one lot		ASSOCIATED SUPPLY COMPANY
Line 1 Asphalt Pavers, Self Propelled, per specifications		
1 ea		
Unit Price	\$345,496.000	
Extended Price		345,496.00
Line 2 Special Discount Sourcewell Contract, per specifications		
1 ea		
Unit Price	(\$16,000.000)	
Extended Price		(16,000.00)
Line 3 Training, per specifications		
1 ea		
Unit Price	\$1,000.000	
Extended Price		1,000.00
Line 4 PDI-Miscellaneous Fees, per specifications		
1 ea		
Unit Price	\$1,500.000	
Extended Price		1,500.00
Bid Total		331,996.00

Award by Vendor 331,996.00



2D

Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 4, 2019	Council Priority	Fiscal Responsibility
Department	Risk Management		
Contact	Wesley Hall		

Agenda Caption
 Consider – Award Property Fire and Extended Coverage Insurance to NCW in the amount of \$920,380.

Agenda Item Summary
 This is an insurance policy that indemnifies the City when damage occurs to City buildings and/or the contents of those buildings. The policy limit is \$500,000,000. The policy has a \$250,000 deductible for most perils. The major exception is wind/hail which has a 5% per location deductible.

Requested Action
 Consider for award the Fire and Extended coverage insurance policy to NCW.

Funding Summary
 63120.71100.

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: Wesley Hall, Risk Management Director

Re: Fire and Extended Coverage

Date: May 29, 2019

In March 2019 the City marketed an RFP for fire and extended coverage. Fire and extended coverage indemnifies the City when real and personal property (buildings and contents) are damaged or destroyed by covered perils such as wind, hail, fire, flood, and earthquake. This policy includes business interruption coverage when the interruption is caused by a covered peril.

Only one respondent presented a proposal in response to the RFP; NCW Insurance. Their submittal includes a premium of \$920,380, with a policy limit of \$500,000,000. This represents a 93% premium increase from the previous year and a \$100,000,000 decrease in the policy limit. This cost increase is representative of the current market conditions and the City's recent claims history. Staff anticipated a premium increase and budgeted appropriately. The policy will be underwritten by the City's current carrier Affiliated FM Global. The policy contains various deductibles, with the majority of perils having a \$250,000 deductible. The major exception is wind and hail coverage. The City will retain a 5% deductible per building, per occurrence for wind and hail claims.

With support of the Risk Management Board, and the City's insurance consultant, staff is recommending the award of the fire and extended coverage insurance policy presented by NCW Insurance. This will replace the current policy set to expire on July 1, 2019. The term of the new policy is July 1, 2019, through July 1, 2020.



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Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 4, 2019	Council Priority	
Department	Director of Utilities		
Contact	Matthew Thomas, City Engineer		

Agenda Caption

CONSIDER: Award of Land Lease for Agricultural Use of Carson County, Section 24, Block T, A.B.&M. Survey.
Leslie Redwine - \$57,734.80.

Agenda Item Summary

This item is to consider award of a land lease. The land lease is for agricultural use of Section 24, Block T, A.B.&M. survey, Carson County, Texas. It is a 640 acre tract. The agreement is for 5 years to be paid annually at \$11,546.96/yr for a total of \$57,734.80.

Requested Action

Consider approval of the proposed land lease for execution by the City Manager.

Funding Summary

This is to lease City property to a third party therefore no funding is necessary to award the contract. The revenue account for this operation is 52122.37155.

Community Engagement Summary

This has a minimal impact on the community and will not require any public engagement.

Staff Recommendation

Staff recommends approval of land lease with Leslie Redwine.

Bid No. 6368 CARSON COUNTY LAND LEASE AGREEMENT SECTION 24
Opened 4:00 p.m. March 14, 2019

To be awarded as one lot

DUANE ZORTMAN DBA DZ

LESLIE REDWINE

4K LIVESTOCK LLC

CATTLE

Line 1 Carson County Land Lease Agreement, per specifications

5 yr

Unit Price

\$11,546.960

\$9,600.000

\$7,680.000

Extended Price

57,734.80

48,000.00

38,400.00

Bid Total

57,734.80

48,000.00

38,400.00

Award by Vendor

57,734.80

LEASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This Lease Agreement is made and entered into, by and between the City of Amarillo, a Texas municipal corporation located in Potter and Randall Counties, whose address is 601 S. Buchanan, Amarillo, Texas 79101, (“LESSOR”) and Leslie Redwine, whose address is PO Box 157, Claude, Texas 79819, (“LESSEE”) on the following terms and conditions:

I.

LESSOR does hereby and herein leases unto LESSEE the following property (“leased premises”) situated in Carson County, Texas, to-wit:

A 640 acre tract of land, more or less, being all of Section 24, Block T, AB&M Survey, Carson County, Texas, as shown on Exhibit A attached to this Lease Agreement and by this reference made a part of this Lease Agreement. (It is acknowledged and agreed by the parties that only the 143.68 acre tract delineated on Exhibit A can be used for farming [cultivation] purposes and that the remainder of the leased premises can only be used for grazing purposes.)

II.

The term of this Lease Agreement shall be for 5 years beginning July 1, 2019 through June 30, 2024. LESSEE shall have the option of extending this Lease for three additional 1 year terms by giving LESSOR written notice of LESSEE’S intention to extend the Lease at least 60 days prior to the end of the initial and extended terms. After the end of the term LESSEE shall have sixty (60) days to remove all of its equipment from the leased premises. Equipment not removed within the sixty (60) day period shall at LESSOR’S option, become property of the LESSOR. There will be no holding over at the expiration of the lease unless agreed to in writing and signed by LESSOR and LESSEE.

III.

LESSEE agrees to pay LESSOR an annual cash rent of Eleven-Thousand Five-Hundred Forty-Six and 96/100 Dollars (\$11,546.96) per year payable annually in advance, the first payment being due upon execution of this lease by LESSOR and subsequent payments being due annually on or before April 1 of each year of the lease term and any extended terms.

IV.

LESSEE agrees to pay the items of expense listed as follows:

- A. All machinery, equipment and labor necessary to farm or graze the leased premises properly.
- B. All seeding, spraying, fertilizing, harvesting and hauling of crops.
- C. All repair costs for fences.

V.

LESSEE agrees to comply with the following:

A. To faithfully cultivate the farming portion of the leased premises in a timely, thorough and farmer-like manner. Only dry land crops may be cultivated on the farming portion of the leased premises.

B. To keep all grazing animals on the grazing portion of the leased premise enclosed and to not allow overgrazing. All grazing will be according to normal and accepted agricultural practices so that in no event will grazing animals on the leased premises exceed a ratio of 1 grown animal per 20 acres. Grazing animals under this lease will mean horses, mules, cattle and animals of the ox or bovine species. The grazing of sheep, goats and swine on the leased premises is prohibited.

C. To keep the fences and all other improvements on the leased premises in as good repair and condition as they are at the commencement of the lease. No new fences or corrals can be constructed on the leased premises without owner's written consent. All approved fences constructed by LESSEE shall be funded by LESSEE and will become the property of LESSOR.

- D. To take proper care of, and to prevent injury to, all trees, vines and shrubs.
- E. To prevent all unnecessary waste, loss or damage to the leased property.
- F. To follow all standard disease treatments on all seeds.

- G. To keep the leased property neat and orderly.
- H. To not allow any trash pits on the leased premises.
- I. To not assign this Lease Agreement or sublet any part of the leased premises without the written consent of LESSOR.
- J. To not allow noxious weeds to go to seed on the leased premises, but to destroy them, and to keep trimmed the weeds and grass on the roads adjoining the leased premises.
- K. To not plow pasture or meadowland, if any, without the consent of the LESSOR.
- L. To not plow the roads to existing water wells on the leased premises.
- M. TO INDEMNIFY AND HOLD LESSOR HARMLESS FOR ANY DAMAGE OR LOSS OF CROPS OR LIVESTOCK ON THE LEASED PREMISES.
- N. To allow LESSOR to construct pipelines and water wells on the leased premises property without payment of damages.
- O. To not permit anyone on or to allow anyone to enter the leased premises for purposes of hunting or shooting firearms. Hunting rights are specifically reserved to LESSOR.
- P. To not use, sell or remove any water from the subsurface of the leased premises for irrigation of any cultivated or uncultivated land or for other than livestock use. LESSOR does not guarantee that water will be available to LESSEE. No potable water will be provided to LESSEE. LESSEE agrees to provide an air gap for LESSEE'S connection to LESSOR'S water line and to pay LESSOR for any water taken at the water rates in effect at the time the water is taken by LESSEE.
- Q. To not permit any lien(s) to be placed upon the leased premises or improvements thereon and if any lien(s) is filed to promptly pay same.
- R. To provide to the LESSOR for written approval, a list of all pesticides that LESSEE intends to apply to the leased premises one month before the intended date of application of the pesticides. LESSEE will provide LESSOR a copy of all pesticide application documents recorded with the Texas Department of Agriculture.
- S. To furnish the U. S. Farm Service Agency office in Panhandle, Carson County, Texas a copy of this lease for its records.

VI.

Other remedies for nonpayment notwithstanding, if the annual rent payment is not received by LESSOR on or before the tenth (10th) day following the date provided for payment in Paragraph III above, then a late payment charge of five percent (5%) of such past due amount shall become immediately due and payable in addition to all other amounts owed under this lease.

VII.

LESSOR reserves the right at any time to enter the leased premise and the right to use any portion of the leased premises for groundwater production or in support of LESSOR'S groundwater production. A decrease of ten (10) acres or more in the leased premises will require LESSOR to make a corresponding decrease in the rental rate on a pro-rata basis.

VIII.

LESSEE agrees that in its use of the leased premises, LESSEE will comply with all present and future laws, ordinances and regulations of the United States Government, the State of Texas, the City of Amarillo and any other government agency having jurisdiction and control over the leased premises. This Lease Agreement shall not be altered, changed, amended or extended except by written instrument signed by LESSOR and LESSEE. No third party will be a beneficiary under this Lease Agreement.

IX.

ALL machinery and equipment of every kind and character used by LESSEE on the leased premises will be removed from the leased premises at the expiration of the lease as provided in Section II above.

X.

LESSEE SHALL DEFEND, INDEMNIFY AND HOLD LESSOR, ITS OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSE, JUDGEMENTS (INCLUDING COSTS, REASONABLE ATTORNEYS' FEES AND INTEREST), OR CLAIMS FOR INJURY OR DEATH TO ANY PERSON, OR DAMAGES TO ANY PROPERTY, ARISING OUT OR IN ANY MANNER CAUSED BY LESSEE'S, OR LESSEE'S EMPLOYEES

AGENTS OR INVITEES USE OF THE LEASED PREMISE, OR BY THE CONDITION OF THE LEASED PREMISES AND THE IMPROVEMENTS THEREON, WHICH PREMISES AND IMPROVEMENTS LESSOR HAS INSPECTED AND ACCEPTS "AS-IS." LESSEE will give LESSOR prompt notice of any claim made or suit instituted which in any way directly or indirectly affects LESSOR.

XI.

LESSEE will, during the term of this Lease Agreement, maintain comprehensive public liability insurance issued by an insurer authorized to do business in Texas with a limit of not less than \$500,000.00 for bodily injury and death and not less than \$100,000.00 for property damage, which insurance will protect LESSOR and LESSEE against liability. LESSOR will be listed as an additional insured on LESSEE'S policy and the policy will provide for 30 days prior written notice to LESSOR for any changes or cancellation of the policy. A certificate evidencing the coverage will be provided to LESSOR prior to LESSOR'S execution of this Lease Agreement.

XII.

If any of the following events occur, LESSOR, at any time thereafter, shall have the right at LESSOR'S election to terminate this Lease Agreement:

A. In the event LESSEE shall fail to pay the rent in the amounts and at the times and in the manner herein provided and such failure shall continue for ten (10) or more days after written notice thereof is given to LESSEE.

B. In the event LESSEE shall fail to keep and perform or shall violate the terms, covenants and conditions of this Lease Agreement and LESSEE shall not have cured or corrected such violation within thirty (30) days after written notice thereof is given to LESSEE.

C. If LESSEE shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of LESSEE under this Lease Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of LESSEE; or in the event that a receiver or trustee shall be appointed for LESSEE or the interest of LESSEE under this Lease Agreement.

Upon the occurrence of any one or more of the events of default specified in this Article, LESSEE'S right to possession of the leased premises shall terminate, and LESSEE shall surrender possession thereof immediately. In such event, LESSEE hereby grants to LESSOR full and free license to enter into and upon said leased premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove LESSEE therefrom, or any other person who may be occupying the said leased premises, or any part thereof. LESSOR may use such force in and about expelling and removing LESSEE and any other person as may be reasonably necessary. LESSOR'S entry on said leased premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise to be performed by LESSEE. LESSEE shall make no claim of any kind against LESSOR, its agents and representatives by reason of such termination or any act incident thereto. In addition to terminating this Lease Agreement, LESSOR may sue for and recover all damage and rent accrued or accruing under this Lease Agreement or arising out of any breach thereof. When default occurs, LESSOR will take reasonable measures to mitigate damages due from LESSEE as it is required by law to do and offset damages by amounts attributable to mitigation. No right of entry or remedy herein conferred upon or reserved by LESSOR is intended to be exclusive of any other right or remedy.

XIII.

LESSEE shall be responsible for any and all taxes which may be lawfully levied against the equipment/property of LESSEE or the leased premises by the United States Government, the State of Texas, City of Amarillo or any other taxing jurisdiction of the State of Texas. LESSEE shall have the right to protest any such taxes as provided by law and in such event LESSEE shall hold LESSOR harmless from all costs and expenses thereby incurred.

XIV.

If LESSEE uses, stores or generates any hazardous materials or wastes on the leased premises, LESSEE will obey all federal, state and local laws governing such materials. LESSEE will be responsible for all costs and activities related to the cleanup of such hazardous materials and payment of any fines associated therewith. LESSEE

AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FOR ANY LIABILITY, FINE, PENALTY OR COST RELATED TO LESSEE'S OR LESSEE'S EMPLOYEES, AGENTS OR INVITEES USE, STORAGE, DISPOSAL OR CLEANUP OF HAZARDOUS MATERIALS ON THE LEASED PREMISES.

XV.

LESSOR designates the Director of Utilities as official representative with the full power to represent LESSOR in all dealings with LESSEE in connection with the leased premises herein leased.

XVI.

All notices provided for herein shall be given in writing and by registered mail, return receipt requested to the addresses stated above or to such other address as may be specified in writing.

XVII.

This Lease Agreement is subject to cancellation without cause by LESSOR at any time by giving LESSEE ninety (90) days written notice. In the event of cancellation any unearned rental paid by LESSEE will be refunded on a pro rata basis.

XVIII.

If either party brings any proceeding against the other in connection with this Lease Agreement, the party in whose favor a final judgment is entered will be entitled to recover from the other all court costs and other expenses incurred in connection with the proceeding, including but not limited to, reasonable attorney's fees.

XIX.

If any provision of this Lease Agreement is declared invalid or unenforceable, the remainder of the Lease Agreement will not be affected by such determination and will continue to be valid and enforceable.

XX.

This Lease Agreement contains the entire agreement between the parties concerning LESSEE'S use and occupancy of the leased premises. All rights of the parties will be cumulative and the exercise of any right by either party will not be deemed a

waiver, release or termination of any other right available under this Lease Agreement, at law or in equity. The parties agree that venue for purposes of any litigation relating to this Lease Agreement will be in Potter County, Texas.

Executed by the parties on the dates set forth below.

ATTEST:

CITY OF AMARILLO, TEXAS

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

APPROVED AS TO FORM:

LESSEE

City Attorney Office

Printed Name: _____

Date: _____



2F

Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 4, 2019	Council Priority	Transportation
Department	Capital Projects & Development Engineering - 1415		
Contact	Matt Thomas		

Agenda Caption

CONSIDER AWARD – Change Order #2 to Bid #6072/Project #462023 - Rehabilitation of SE 34th Avenue from Grand Street to Eastern Street FY 16/17 – FY 20/21 Community Investment Program, Proposition 1
Holmes Construction Company - \$104,500.00

Agenda Item Summary

This item is to consider award of changes to the construction contract for Rehabilitation of SE 34th Avenue from Grand Street to Eastern Street. This change is for postponing the construction of the 5-24" RCP Storm Sewer Pipes until later in the year during a low water supply demand period. The work will include Jack & Bore 5-36"x60' Steel Casing to remain in place to carry the originally planned storm drain pipes.

Original Contract -	\$2,549,949.89
Previous Change Orders -	\$9,596.44
This Change Order -	\$104,500.00
Revised Contract -	\$2,664,046.33

Requested Action

Consider approval of the change order for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 462023.17400.2040. The construction expenses for this change order were funded from the Transportation Bond funds for Paving Rehabilitation.

Community Engagement Summary

Construction of this project has a minor impact on the community. It is in a single location and will have some impact on traffic through the area. Traffic will be detoured during work. Duration will be minimized due to the construction methods used to complete the change order work.

Staff Recommendation

Staff recommends approval of the change to the contract with Holmes Construction.

Bid No. 6072 STREET & DRAINAGE IMPROVEMENTS REHABILITATION OF 34TH AVE FROM GRAND TO EASTERN STREET
 Opened 4:00 p.m. May 17, 2018

To be awarded as one lot	HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN
Line 1 Removal and disposal of concrete cap (COA 3.03) complete @,per specifications 60 SY Unit Price \$30.000 Extended Price 1,800.00	\$30.000	\$11.600	\$64.000
Line 2 Preparing the Right of Way or Project Site: Removal and disposal of concrete structure as shown on plans (COA 3.03) complete @,per specifications 1 ea Unit Price \$1,200.000 Extended Price 1,200.00	\$1,200.000	\$1,769.000	\$2,000.000
Line 3 Preparing the Right of Way or Project Site: Removal and disposal of trees as shown on plan (COA 3.03) complete @,per specifications 4 ea Unit Price \$300.000 Extended Price 1,200.00	\$300.000	\$515.000	\$470.000
Line 4 Preparing the Right of Way or Project Site: Removal and disposal of concrete curb and gutter with saw cuts where necessary, (COA 3.03 complete @,per specifications 762 LF Unit Price \$3.600 Extended Price 2,743.20	\$3.600	\$5.100	\$12.600
		3,886.20	9,601.20
		1,769.00	2,000.00
		2,060.00	1,880.00
		696.00	3,840.00

To be awarded as one lot	HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN
Line 5 Preparing the Right of Way or Project Site: Removal and disposal of reinforced concrete pipe, (COA 3.03) complete @, per specifications 41 LF	Unit Price \$30.000 Extended Price 1,230.00	\$16.000 656.00	\$43.500 1,783.50
Line 6 Preparing the Right of Way or Project Site: Concrete slab removal including walks, drives, valleys, etc. and saw cuts where necessary, (COA 3.03) complete as specified @, per specifications 16,397 SF	Unit Price \$1.200 Extended Price 19,676.40	\$0.800 13,117.60	\$1.600 26,235.20
Line 7 Road Excavation to lines and grades as shown on plans, (COA 4.02) complete @, per specifications 17,426 CY	Unit Price \$4.800 Extended Price 83,644.80	\$11.700 203,884.20	\$15.000 261,390.00
Line 8 Excavation, regrading, and channel grading to the slopes shown on the plans, (COA 4.02) complete @, per specifications 5,776 CY	Unit Price \$6.000 Extended Price 34,656.00	\$9.000 51,984.00	\$12.300 71,044.80
To be awarded as one lot	HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN

Line 9 Furnish, haul, place, and compact new fill, select material (PL < 15). Materials is to be placed in lifts not to exceed six inches (6") and compacted to 95% Std Proctor, (COA 4.02), per specifications

18 CY					
Unit Price	\$30.000	\$42.000	756.00	\$166.000	
Extended Price	540.00				2,988.00

Line 10 Lime for subgrade, (COA 4.04) @, per specifications

315 Ton					
Unit Price	\$225.000	\$210.000	66,150.00	\$226.300	
Extended Price	70,875.00				71,284.50

Line 11 Lime Subgrade stabilization to a depth of six inches (6"), at 3% by weight, including preparation, mixing, and compaction of the stabilized subgrade under flexible base, valleys, spandrels, and curb and gutter, (COA 4.04) complete @, per specifications

41,666 SY					
Unit Price	\$3.450	\$2.600	108,331.60	\$3.350	
Extended Price	143,747.70				139,581.10

Line 12 FL BS (CMP in PLC)(TY A)(GR 2)(6"), complete @, per specifications

618 SY					
Unit Price	\$17.250	\$12.000	7,416.00	\$28.000	
Extended Price	10,660.50				17,304.00

To be awarded as one lot

HOLMES CONSTRUCTION
LA FULLER & SONS
CONSTRUCTION
J LEE MILLIGAN

Line 13 FL BS (CMP in PLC)(TY A)(GR
 2)(13"), complete @, per
 specifications

41,666 SY						
Unit Price	\$13.950	\$15.500	\$21.200			
Extended Price	581,240.70	645,823.00	883,319.20			

Line 14 Six inch (6") 3000 psi
 Concrete curb and gutter, as detailed
 on plans, (COA 4.09) complete as
 specified @, per specifications

5,741 LF						
Unit Price	\$16.250	\$16.500	\$18.200			
Extended Price	93,291.25	94,726.50	104,486.20			

Line 15 Six inch (6") concrete
 flatwork, minimum 3000 psi at 28
 days, with #4 steel reinforcing bars,
 12" O.C. eash way, including all
 necessary earthwork and subgrade
 preparation (COA 4.09) complete
 @,per specification

1,607 SF						
Unit Price	\$8.400	\$6.900	\$8.750			
Extended Price	13,498.80	11,088.30	14,061.25			

Line 16 Four inch (4") concrete
 flatwork (sidewalks) reinforced with
 6X6-W1.4xW1.4 welded wire mesh
 on a one inch (1") sand cushion
 including all necessary earthwork
 and subgrade preparation, (COA
 4.10) installed complete @,per
 specification

11,233 SF						
Unit Price	\$5.250	\$5.450	\$5.100			
Extended Price	58,973.25	61,219.85	57,288.30			

To be awarded as one lot

HOLMES CONSTRUCTION

LA FULLER & SONS
 CONSTRUCTION

J LEE MILLIGAN

Line 17 Curb Ramp, install concrete flatwork, thickness and type as indicated on plans, complete with truncated dome surface and side curb as required in COA Curb Ramp details, (COA 4.10) complete @,per specifications						
1,426 SF		\$33.600	47,913.60	\$20.000	28,520.00	\$19.450
Unit Price						
Extended Price						27,735.70
Line 18 Eight inch (8") concrete flatwork (alley aprons and commercial driveways), minimum 400 psi at 28 days reinforced with #4 reinforcing bars on 12" centers both ways, including all necessary earthwork and subgrade preparation, (COA 4.11) installed complete @, per specifications						
13,266 SF		\$8.950	118,730.70	\$7.800	103,474.80	\$7.550
Unit Price						
Extended Price						100,158.30
Line 19 Furnish & Install Concrete Cap with #5 steel reinforcing bars, 12" O.C. each way, including all necessary earthwork and subgrade preparation (COA 4.11) complete @per specifications						
123 SY		\$57.750	7,103.25	\$71.000	8,733.00	\$84.300
Unit Price						
Extended Price						10,368.90

Line 20 Plane existing Asphaltic Concrete Pavement (ACP) one and one half inches (1-1/2") and Stockpile Salvaged Materials, (COA 4.15) complete as specified@ 642 SY	Unit Price	\$5.500	\$5.600	\$13.950	
Extended Price		3,531.00	3,595.20	8,955.90	
To be awarded as one lot		HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN	
Line 21 Plane existing Asphaltic Concrete Pavement (ACP) two inches (2") and stockpile salvaged material, (COA 4.15) complete @,per specifications 24,088 SY	Unit Price	\$2.200	\$1.800	\$2.200	
Extended Price		52,993.60	43,358.40	52,993.60	
Line 22 Furnish, haul, place, and compact one and one-half inch (1-1/2") hot mix asphaltic concrete, Type D, (COA 4.17) complete as specified @ 1,320 SY	Unit Price	\$18.400	\$13.300	\$16.600	
Extended Price		24,288.00	17,556.00	21,912.00	
Line 23 Furnish, haul, place, and compact three inch (3") Hot-Mix Asphaltic Concrete (HMAC), type D, (COA 4.17) in two (2) one and a half inch (1-1/2") lifts complete a specified @ 40,264 SY	Unit Price	\$16.950	\$16.000	\$16.200	
Extended Price		682,474.80	644,224.00	652,276.80	

Line 24 Remove and replace existing asphaltic concrete pavement, base course and subgrade adjacent to concrete flatwork and curb and gutter as noted on plans as necessary, including saw cuts, installed per COA Paving Tie (Typ) detail (COA 4.02,4.07 and 4.17) complete as specified @, per specifications	228 SY					
Unit Price	\$34.500	\$68.000	15,504.00	\$43.000		9,804.00
Extended Price	7,866.00					

To be awarded as one lot
 HOLMES CONSTRUCTION
 LA FULLER & SONS CONSTRUCTION
 J LEE MILLIGAN

Line 25 ReflectORIZED Pavement Markings Type I, White, (100 Mil) Four inch (4") Solid, (COA 4.20), installed complete @, per specifications	918 LF					
Unit Price	\$0.610	\$0.640	587.52	\$0.650		596.70
Extended Price	559.98					

Line 26, ReflectORIZED Pavement Markings Type I, White, (100 Mil) Four inch (4") Broken, (COA 4.20), installed, per specifications	9,486 LF					
Unit Price	\$0.610	\$0.640	6,071.04	\$0.650		6,165.90
Extended Price	5,786.46					

Line 27 ReflectORIZED Pavement Markings Type I, Yellow, (100 Mil) Four inch (4"), Solid, (COA 4.20), installed complete @, per specifications	3,305 LF					
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Unit Price	\$0.610	\$0.640	\$0.650
Extended Price	2,016.05	2,115.20	2,148.25
Line 28 ReflectORIZED Pavement Markings Type I, Yellow, (100 Mil) Four inch (4"), Broken, (COA 4.20), installed complete @, per specifications			
3,335 LF			
Unit Price	\$0.610	\$0.640	\$0.650
Extended Price	2,034.35	2,134.40	2,167.75
Line 29 Prefabricated Pavement Markings (Type C, White, Twenty-Four inch (24")), Solid. (COA 4.20) installed complete@, per specifications			
178 LF			
Unit Price	\$31.500	\$33.000	\$3.450
Extended Price	5,607.00	5,874.00	614.10
To be awarded as one lot			
	HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN
Line 30 Prefabricated Pavement Markings (Type C, White, Arrow), (COA 4.20), installed complete @, per specifications			
18 ea			
Unit Price	\$472.500	\$495.000	\$513.000
Extended Price	8,505.00	8,910.00	9,234.00
Line 31 Prefabricated Pavement Markings (Type C, White, Chevron), (COA 4.20), installed complete, per specifications			
10 ea			
Unit Price	\$183.750	\$195.000	\$200.000
Extended Price	1,837.50	1,950.00	2,000.00

Line 32 Trenching, supplying, laying, joining, and backfilling Twenty-four inch (24") Reinforced Concrete Pipe, Class III, (COA 5.01) installed complete @, per specifications				
546	LF			
	Unit Price	\$145.000	\$497.000	\$120.600
	Extended Price	79,170.00	271,362.00	65,847.60
Line 33 Trenching, supplying, laying, joining, and backfilling Forty-eight (48") Reinforced Concrete Pipe, Class III, (COA 5.01) installed complete @, per specifications				
41	LF			
	Unit Price	\$450.000	\$285.000	\$416.600
	Extended Price	18,450.00	11,685.00	17,080.60
Line 34 Trenching, supplying, laying, joining, and backfilling Thirty-six inch (36") Reinforced Concrete Pipe, Class IV, (COA 5.01) installed complete @, per specifications				
143	LF			
	Unit Price	\$295.000	\$233.000	\$242.000
	Extended Price	42,185.00	33,319.00	34,606.00
To be awarded as one lot		HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN
Line 35 Remove existing concrete top and replace with reinforced concrete, Type B-10, storm sewer inlet top, As specified on Plans, (COA 5.01) installed complete @,per specifications				
1	ea			
	Unit Price	\$10,500.000	\$6,207.000	\$6,000.000

	Extended Price	10,500.00	6,207.00	6,000.00
Line 36 install Type B-25, Storm Sewer Inlet, As specified on Plans, (COA 5.01) installed complete @, per specifications				
2 ea				
Unit Price	\$17,000.000	\$16,511.000	\$24,160.000	
Extended Price	34,000.00	33,022.00		48,320.00
Line 37 Furnish and Install Headwall, Wings & Apron As specified on Plans, (COA 5.01) installed complete@, per specifications				
2 ea				
Unit Price	\$16,500.000	\$12,853.000	\$15,300.000	
Extended Price	33,000.00	25,706.00		30,600.00
Line 38 Reinforced concrete storm sewer inlet box, Type B-12, furnished, (COA 5.01) installed complete @, per specifications				
1 ea				
Unit Price	\$25,500.000	\$24,619.000	\$27,735.000	
Extended Price	25,500.00	24,619.00		27,735.00
Line 39 Junction box complete as detailed on plans, including all miscellaneous items, (COA 5.05) installed complete @, per specifications				
2 ea				
Unit Price	\$20,500.000	\$37,891.000	\$28,250.000	
Extended Price	41,000.00	75,782.00		56,500.00
To be awarded as one lot	HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION	J LEE MILLIGAN	

Line 40 Water Valve Box Adjustment, installed complete as specified @, per specifications

8 ea						
Unit Price	\$605.000	\$106.000	848.00	\$457.000		
Extended Price	4,840.00				3,656.00	

Line 41 Manhole Adjustment, installed complete as specified @, per specifications

9 ea						
Unit Price	\$935.000	\$406.000	3,654.00	\$1,545.000		
Extended Price	8,415.00				13,905.00	

Line 42 Furnish, install, and maintain Traffic Control Plan, (COA 9.04) complete as specified @ per specifications

1 LS						
Unit Price	\$86,625.000	\$81,674.000	81,674.00	\$97,270.000		
Extended Price	86,625.00				97,270.00	

Line 43 Mobilization/Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed three percent (3%) of the Total Construction Cost) (COA 10.01) @, per specifications

1 LS						
Unit Price	\$59,000.000	\$84,611.000	84,611.00	\$92,200.000		
Extended Price	59,000.00				92,200.00	

Line 44 Furnish and Install Sandbags for Erosion Control (6") COA 10.02 complete @, per specifications

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41 ea						
Unit Price	\$65,000		\$4,600		\$15,900	
Extended Price		2,665.00		188.60		651.90
To be awarded as one lot		HOLMES CONSTRUCTION	LA FULLER & SONS CONSTRUCTION		J LEE MILLIGAN	

Line 45 Furnish and Install Seeding and Hydromulch as shown and per Specifications, (COA 10.04) Complete in Place @,per specifications

1 AC					
Unit Price	\$11,500,000		\$1,335,000		\$4,000,000
Extended Price		14,375.00		1,668.75	
Bid Total		2,549,949.89		2,820,518.16	
					5,000.00
					3,074,591.25

Total Awarded	2,549,949.89
Change Order #1	9,596.44
Change Order #2	104,500.00
Revised Total	2,664,046.33



3A

Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 4, 2019	Council Pillar	Redevelopment
Department	Building Safety		
Contact	Izzy Rivera, Chief Building Official		

Agenda Caption

CONSIDERATION OF ORDINANCE No.
(Contact: Izzy Rivera, Chief Building Official)

This is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Sections 4-1-20 and 4-1-21 to revise calculation of residential building and inspection permit fees.

Agenda Item Summary

House Bill No. 852 was signed by the Governor on May 21, and it is effective immediately. Specifically, this bill provides that: (1) in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling, a city may not consider: (a) the value of the dwelling; or (b) the cost of construction or improving the dwelling; and (2) a city may not require the disclosure of information related to the value of or cost of construction or improving a residential dwelling as a condition of obtaining a building permit except as required by the Federal Emergency Management Agency of participation in the National Flood Insurance Program.

The City of Amarillo has a residential plan review/building permit fee that is based on the value of the project. This Ordinance will change the fee calculation to be based on the square footage for a residential dwelling. The City's review of the cost associated with the plan review and building permit process has determined a \$0.45 per square foot of all floor areas under roof.

Requested Action

Approval of the ordinance amending the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Sections 4-1-20 and 4-1-21 to revise calculation of residential building and inspection permit fees.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. 7788

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 4-1, ARTICLE I, DIVISION 2, SECTIONS 4-1-20 AND 4-1-21 TO REVISE CALCULATION OF RESIDENTIAL BUILDING AND INSPECTION PERMIT FEES; DISTINGUISHING RESIDENTIAL AND COMMERCIAL SWIMMING POOL FEES; PROVIDING FOR SEVERABILITY, REPEALER; AND EFFECTIVE DATE.

WHEREAS, on May 21, 2019, Governor Abbott signed H.B. 852 into law, adding Section 214.907 to the Local Government Code, and it is effective *immediately*; and

WHEREAS, H.B. 852 immediately prohibits a city from collecting any residential building or inspection fee for a residence that is based upon the value of the dwelling or the improvement to be made; and,

WHEREAS, there is an immediate need to amend pertinent provisions of the Amarillo Code of Ordinances to immediately revise the manner of calculating inspection and building fees for residential permits, to assure the City's costs of services for residential building and inspections are adequately recouped from users of those services, to avoid an undue impact on the General Fund of the City; and,

WHEREAS, the intent of this ordinance is to revise each provision in the Amarillo Code of Ordinances to provide that henceforth building and inspection permit fees for a residential dwelling shall be either a flat fee or based upon the square footage of the dwelling;

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

SECTION 1. The Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Section 4-1-20 be and hereby is amended to read as follows:

Sec. 4-1-20. - Plan review fee; building permit application.

(a) Fees established. A non-refundable plan review fee shall be paid upon submittal of plans to be reviewed. The fee shall be ~~a fraction of the total value of the project~~ as calculated below, but in no case less than sixty dollars (\$60.00). The valuation shall be either the valuation of a non-residential structure or the square footage for a residential dwelling, as stated by the applicant; or, when in the opinion of the Building Official the stated valuation or footage appears to be materially understated, the valuation or footage may be calculated based on the most recent building valuation data available published by the International Code Council as modified by the City.

(1) All non-residential projects: \$ Value × 0.0010 = Plan review fee: rounded to whole dollars, minimum \$60.00.

(2) Commercial (public or semi-public) swimming pool, spa, public interactive water feature, \$350.00.

(2) (3) ~~One and two family~~ Residential structures dwelling permit and inspection fees are as shown in the table below, with a \$60.00 minimum, or the greater amount calculated as shown in the following table for Residential dwelling projects:

RESIDENTIAL DWELLING PERMIT AND INSPECTION FEES

Fee Type	Fee	Notes
New Single Family Dwelling, Townhome, Two-Family Dwelling (Duplex)	Plan review and permit \$0.45	Per square foot of all floor area under roof.
Residential Alterations, Garages (residential detached), Carport, Fire Repair (residential), Storage Buildings over 200 square feet	Plan review and permit \$0.26 Minimum Fee - \$110.00	Per square foot of all floor area under roof
New Multi-Family Complex (Three or more dwell units) New or Additions	Plan Review and Permit \$405 per dwell unit.	Excludes any commercial or common spaces
Swimming Pool	Plan Review and permit Residential - \$250.00	

Exceptions:

(1) [NO TEXT CHANGE]

(2) [NO TEXT CHANGE]

(b) [NO TEXT CHANGE]

(c) [NO TEXT CHANGE]:

(1) [NO TEXT CHANGE]

(2) [NO TEXT CHANGE]

(3) [NO TEXT CHANGE]

SECTION 2. The Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Section 4-1-21

be and hereby is amended to read as follows:

Sec. 4-1-21. - Building permit and inspection fee schedule.

(a) Building permit fee. (i) Nonresidential: The fee for a building permit shall be calculated and payable as a fraction of the value of the project as calculated below, or the minimum fee shown, whichever is greater. The valuation shall be either the valuation stated by the applicant, or, when in the opinion of the Building Official the stated valuation appears to be significantly understated, the valuation may be calculated based on the most recent building valuation data published by the International Code Council as modified by the City. The building permit fee for a project includes the fees for the electrical, HVAC, and plumbing permits associated with that project. (ii) Residential dwelling: The terms and conditions of a permit shall be the same as stated just above for a Nonresidential building permit, except that the permit fee for a residential dwelling shall be determined by the following Residential Dwelling fee table:

RESIDENTIAL DWELLING PERMIT AND INSPECTION FEES

Fee Type	Fee	Notes
New Single Family Dwelling, Townhome, Two-Family Dwelling (Duplex)	Plan review and permit \$0.45	Per square foot of all floor area under roof.
Residential Alterations, Garages (residential detached), Carport, Fire Repair (residential), Storage Buildings over 200 square feet	Plan review and permit \$0.26 Minimum Fee - \$110.00	Per square foot of all floor area under roof
New Multi-Family Complex (Three or more dwell units) New or Additions	Plan Review and Permit \$405 per dwell unit.	Excludes any commercial or common spaces
Swimming Pool	Plan Review and permit Residential - \$250.00	

(b) Building Permit Fee Schedule.

(1) All Nonresidential dwelling Projects: \$ Value x 0.0030 = Permit Fee:

Rounded to whole dollars.

(2) Minimum Permit Fees (Nonresidential and Residential dwellings):

a. [NO TEXT CHANGE]

b. [NO TEXT CHANGE]

(3) Other Permits and Inspection Fees (Nonresidential and Residential dwellings):

a. – p. [NO TEXT CHANGE]

g. Commercial (public or semi-public) swimming pool, spa, public
interactive water feature \$350.00.

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 amended or repealed as may be minimally necessary to resolve and to the extent of conflict, with this ordinance.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this the 28th day of May, 2019; and PASSED on Second and Final Reading the _____ day of _____, 20____.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney