

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, NOVEMBER 5, 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: Larry Jackson

PROCLAMATIONS: "Municipal Court Week"
"National Family Caregivers Month"
"WRCA World Championship Ranch Rodeo Day"
"End the Streak TX"

PRESENTATION: Texas Downtown Association Award

PUBLIC ADDRESS

(For items on the agenda for City Council consideration)

AGENDA

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Reports and updates from City Councilmembers serving on outside Boards:
Animal Management & Welfare Advisory Board;
Pedestrian and Bicycle Safety Advisory Committee; and
 - C. Request future agenda items and 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 October 29, 2019.

B. **CONSIDER APPROVAL – ENGINEERING SERVICES:**

(Contact: Jonathan Gresham, Director of Utilities)

HDR Engineering, Inc. -- \$172,146.00

This item considers approval of engineering services to include evaluation and preparation of the Risk and Resilience plan for the Utilities Department.

C. **CONSIDER APPROVAL – CHANGE ORDER NO. 1 – FY 2017-2021 COMMUNITY INVESTMENT PROGRAM: NORTHEAST 24TH AVENUE PUMP STATION SWITCHGEAR REPLACEMENT:**

(Contact: Matthew Thomas, City Engineer)
Brown Construction Services --\$218,382.00

Original Contract:	\$2,079,000.00
Change Order No. 1:	\$218,382.00
Revised Contract Amount:	\$2,297,382.00

This item is to consider approval of Change Order No. 1, which adds upgraded electrical equipment and process control system. Additional funding is provided by the Utilities Department for this change order.

D. **CONSIDER PURCHASE – FLEET MANAGEMENT SOFTWARE:**

(Contact: Donny Hooper – Assistant Director Public Works)
Award using GSA Contract #GS-35F-317GA to AssetWorks LLC -- \$180,640.67

This item considers the purchase of fleet management software, AssetWorks. AssetWorks is an integrated software and hardware system for asset and infrastructure management designed to help manage and maintain fleet assets, fuel facilities, equipment, and parts operations.

E. **CONSIDER AWARD – REMOTE READ WATER METERS:**

(Contact: Trent Davis, Purchasing Agent)
Core & Main -- \$238,755.94

These items are to consider for purchase of the annual remote read water meters supply agreement.

F. **CONSIDER AWARD – HEXAGON SAFETY AND INFRASTRUCTURE COMPUTER AIDED DISPATCH (CAD) MAINTENANCE:**

(Contact: Lt. Shannon Kuster, AECC/PD)
Intergraph Corporation -- \$179,690.04

This item recommends award of the annual contract for the purchase of maintenance for the Hexagon CAD system at AECC.

G. **CONSIDER APPROVAL – AMENDMENT #1 TO TASK ORDER #27 FOR PROFESSIONAL SERVICES:**

(Contact: Michael W. Conner, Director of Aviation)
RS&H, Inc. -- \$374,700.00

This item is phase 2 of the airport's ISO 9001 quality management implementation, which will ultimately result in an ISO 9001 quality certification by the International Standards Organization. Phase 2 includes creation of 100 quality procedures, creation and finalization of numerous manuals and substantial documentation required by the ISO standards, and readiness for the certification audit.

H. **CONSIDER APPROVAL -- AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR WATER AND SEWER MAIN RELOCATION HOLLYWOOD ROAD FROM BELL STREET TO COULTER STREET:**

(Contact: Matt Thomas, City Engineer)
Brandt Engineers Group, Ltd. -- \$0.00

The agreement for Professional Services approved by City Council on February 23, 2016, provides design, bidding, construction, closeout, and Resident Project Representative (RPR) Phase services for the relocation of water and sewer utilities in the vicinity of the I-27/Loop 335 highway construction project. This change is to add a task to assist with project cost reimbursement from TxDOT. This is a no value change due to reduced services needed during construction.

Original Contract:	\$411,820.00
Previous Amendments:	\$278,885.00
Current Amendment:	\$0.00
Contract Total:	\$690,705.00

I. **CONSIDER APPROVAL – CONTRACT WITH ACUSHNET GOLF PRODUCTS:**

(Contact: Michael Kashuba, Director of Parks and Recreation)
Acushnet Company -- \$200,000.00

This item allows the Parks and Recreation Department to provide Titleist, Pinnacle and Foot-Joy products in the pro shops located at Ross Rogers Golf Complex and Comanche Trail Golf Complex.

3. **NON-CONSENT ITEMS:**

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7827:**

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

This item is a public hearing and first reading of an ordinance adopting the City's Community Investment Program (CIP) FY 19/20-FY 23/24 which will guide capital investment decisions for the next five years.

B. **CONSIDERATION OF RESOLUTION – CASTING VOTES FOR POTTER COUNTY MEMBERS OF THE BOARD OF DIRECTORS OF THE POTTER/RANDALL COUNTY APPRAISAL DISTRICT (PRAD):**

(Contact: Stephanie Coggins, Assistant to the City Manager)

This resolution authorizes the casting of votes for the Potter County members of the PRAD Board of Directors.

C. **CONSIDERATION OF RESOLUTION – CASTING VOTES FOR RANDALL COUNTY MEMBERS OF THE BOARD OF DIRECTORS OF THE POTTER/RANDALL COUNTY APPRAISAL DISTRICT (PRAD):**

(Contact: Stephanie Coggins, Assistant to the City Manager)

This resolution authorizes the casting of votes for the Randall County members of the PRAD Board of Directors.

D. **CONSIDER APPROVAL – PURCHASE CONTRACT:**

(Contact: Kevin Starbuck, Assistant City Manager)

BGT Productions Trust II -- \$690,000.00

This item discusses and considers authorizing the City Manager to execute all documents necessary to conclude the purchase of 601 South Johnson Street in accordance with the contractual terms and price.

E. **CONSIDER AWARD – CONSTRUCTION OF DALE STREET STORM SEWER OUTFALLS AND EROSION REPAIRS TO THE ADJACENT EMBANKMENT OF MARTIN ROAD LAKE:**

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

MH Civil Constructors, Inc. -- \$1,223,000.00

This item is to consider award of the contract for the construction of storm drain outfalls into Martin Road Lake adjacent to Dale Street. Erosion repairs to the adjacent embankment of Martin Road Lake will be addressed.

F. **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 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:

a. 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:

(1) Discuss property located in the vicinity of South Lakeside Drive and Interstate 40 Access Road.

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 1st day of November 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.

A



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 29th day of October 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

- | | |
|---------------|-----------------------------------|
| GINGER NELSON | MAYOR |
| ELAINE HAYS | COUNCILMEMBER NO. 1 |
| FREDA POWELL | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | COUNCILMEMBER NO. 4 |

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

- | | |
|-------------------|-------------------------------|
| JARED MILLER | CITY MANAGER |
| MICHELLE BONNER | DEPUTY CITY MANAGER |
| MARCUS NORRIS | DEPUTY CITY ATTORNEY |
| STEPHANIE COGGINS | ASSISTANT TO THE CITY MANAGER |
| FRANCES HIBBS | CITY SECRETARY |

The invocation was given by Mary Nell Hunt. 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:

PUBLIC ADDRESS

James Schenck, 6216 Gainsborough Road, stated the Council Connect meeting time was not as good as getting to speak to the entire Council. He stated a need for Council to discuss the public comment rules. He further inquired about Item 2D on the consent agenda which was higher than the Proposition 1 bond amount. There were no further comments.

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. 2019/2020-2023/2024 Community Investment Program (CIP) Plan;
- C. Fleet Asset Software Update;
- D. Update on Traffic Management System; and
- E. Request future agenda items and 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 as presented, seconded by Councilmember Sauer:

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on October 22, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7826:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading to consider vacation of an existing 20-foot alley lying between Lots 1 through 5 and 6 through 10, Block 82, Plemons Addition, in Section 170, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: Southeast 7th Avenue and Pierce Street; Applicant: Potter County Judge Nancy Tanner.)

C. **CONSIDER PURCHASE -- AUTOMATED SIDE LOADERS (ASL) FOR CART SERVICE ADDITION TO FLEET:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Award to: East Texas Mack Truck Sales LLC -- \$306,000.00

This item was approved in the 2019/2020 Budget. An addition to Solid Waste Collection Division to enhance residential collection services and address growth within the City. This vehicle will be used to transition current hand-collection customers to the curbside cart collection program. Resources currently dedicated to hand-collection will be reassigned to alley clean up efforts.

D. **CONSIDER APPROVAL – CHANGE ORDER NO. 2 FOR STREETS NORTHWEST QUADRANT SEAL COAT FY 2016/2017 – FY 2020/2021 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1:**

(Contact: Matthew Thomas, City Engineer)

CDM Holdings, LLC -- \$145,419.20

This item is to consider approval of Change Order No. 2 to the construction contract for the seal coating of streets within Amarillo. This change order will revise estimated quantities to match actual purchased and installed quantities.

Original Contract: \$ 4,879,505.20

Current Change Order: \$ 145,419.20

Previous Change Orders: \$ 216,898.32

Revised Contract Total: \$ 5,241,822.72

E. **CONSIDER APPROVAL – PROFESSIONAL SERVICES AGREEMENT FOR 34TH AVENUE PUMP STATION ELECTRICAL REHABILITATION PROJECT:**

(Contact: Matthew Thomas, City Engineer)

Reynolds Engineering Associates, Inc. -- \$287,955.00

This item is to consider approval of the professional services agreement for the design and construction phases of the 34th Avenue Pump Station Electrical Rehabilitation project.

F. **CONSIDER PURCHASE – STREET SWEEPER:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Heil of Texas -- \$291,365.00

This item is the scheduled replacement of Unit 7920, a 2013 Freightliner/Elgin Eagle Street Sweeper. This equipment is used by the Street Division for daily operational requirements. Unit 7920 has reached its useable lifecycle.

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 item approves a location incentives agreement with SSI Foods, LLC and Bovina Burger, LLC, for the creation of new jobs in Amarillo. The Location Incentive Agreement (LIA) provides for the conveyance of 17.1 acres of land in the Centerport Business Park and incentives that are performance based for the creation of up to 150 new jobs over a five-year period. The agreement prescribes a total grant of up to \$2.1 million dependent upon specific performance achievements detailed in the agreement. The agreement requires SSI Foods, LLC and Bovina Burger, LLC to create the jobs and payroll first and then receive incentive payments upon the achievement of annual performance metrics. This item was presented by Kevin Carter, Amarillo Economic Development Corporation. Mr. Carter introduced Kirk Smith, President of SSI Foods LLC. Mr. Smith stated they have been working on this project for the past two years. He stated Amarillo is a good spot for this company. Councilmember Hays inquired about the 100% tax abatement qualification. Mr. Carter stated the guidelines the Council approved state to receive 100% tax abatement the jobs have to be over \$45,000. The project has projected payroll of \$6,750,000. The Reinvestment Zone #10 only applies to this section of CenterPoint. Motion was made by Councilmember Powell, seconded by Councilmember Smith 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 3B: Mayor Nelson presented an item approving a tax abatement agreement between the City of Amarillo and Bovina Burger LLC, and SSI Foods LLC associated with an Amarillo Economic Development Corporation incentive project. The requested tax abatement agreement is for a 10-year, 100% abatement on real and business property for the approximately \$42 million project investment, less the real property's current value. The Amarillo City Council adopted the required Guidelines and Criteria for Tax Abatement on August 20, 2019. The project is located within Reinvestment Zone #10, established by the Amarillo City Council on October 15, 2019. The project is eligible for consideration of an ad-valorem tax abatement. Motion was made by Councilmember Powell, seconded by Councilmember Smith 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 3C: Mr. Norris advised at 2:28 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 -- Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: a. Discuss property located in the NE quadrant of the Central Business District.

Mr. Norris announced that the Executive Session was adjourned at 3:00 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



B

Amarillo City Council Agenda Transmittal Memo



Meeting Date	11/05/2019	Council Priority	Long Term Plan for Infrastructure
Department	Water Utilities		
Contact	Jonathan Gresham, Director of Utilities		

Agenda Caption

Consider Approval – Engineering services

Consideration of approval of engineering services from HDR Engineering Inc. for the total of \$172,146.00. Engineering services to include evaluation and preparation of the Risk and Resilience plan for the Utilities Department

Agenda Item Summary

Consider Approval

Engineering services are to evaluate and prepare the Utilities Department Risk and Resilience study. America's Water Infrastructure Act of 2018 requires all public water systems serving populations greater than 3,300 persons to assess the risks to, and resilience of, its system. The Risk and Resilience study is to include:

- Risk to the system (supply, treatment, and distribution) from malevolent acts and natural hazards
- Resilience of the infrastructure, including SCADA/cyber resilience
- The monitoring practices of the system
- The financial infrastructure of the system
- The use, storage, or handling of various chemicals by the system
- The operation and maintenance of the system

Requested Action

Utilities staff requests the approval of Engineering services from HDR Engineering Inc. for the total of \$172,146.00

Funding Summary

This purchase will be funded from CIP Project # 523416.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award.

YSS 10/23/2019

AGREEMENT FOR ENGINEERING SERVICES

Project # 523416

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

OWNER hereby engages ENGINEER to perform engineering services in connection with the study/design of City of Amarillo Drinking Water and Wastewater Systems Risk and Resiliency Assessment. ("Project"), attached hereto and incorporated herein. The Scope of Work is more particularly set forth in the letter titled SCOPE OF WORK from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER's letter titled SCOPE OF WORK and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not to exceed fee of \$172,146.00 inclusive of expenses and based on the rates set forth in the attached ENGINEER's Risk and Resiliency Assessment, incorporated herein.

II.

ENGINEER will submit monthly billings to OWNER for payment. ENGINEER's billings will be in writing and of sufficient detail to fully identify the amount of work/driving performed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Jonathan Gresham or the OWNER'S designee. ENGINEER will begin work on the Project upon execution of this Agreement by OWNER and shall complete the Project in a timely manner.

IV.

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. ENGINEER will enter into any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of ENGINEER.

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII.

ENGINEER shall furnish at ENGINEER'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If ENGINEER is requested in writing by OWNER to provide any additional or out of scope services ENGINEER and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISED CONTROL.

XI.

ENGINEER will provide Liability insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of not less than \$500,000.00 per claim.

XII.

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

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

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

XV.

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

XVI.

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

HDR Engineers, Inc.
Attention: Lance Ferland
Address: 17111 Preston Road, Suite 300, Dallas, Texas 75248
Telephone: 972-960-4486
Email: lance.ferland@hdrinc.com

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

City of Amarillo, Texas
Attn: Jonathan Gresham
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-4265
Email: jonathan.gresham@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

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

XVIII.

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of ENGINEER be deemed employees of OWNER. ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with OWNER.

XIX.

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX.

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

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII.

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

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

XXV.

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

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

City of Amarillo
(Owner)

Francis Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

HDR ENGINEERING, INC.

By: _____

Date: 10/14/19

SCOPE OF WORK

City of Amarillo Drinking Water & Wastewater Systems Risk and Resiliency Assessment

General

The following addresses the work tasks and deliverables requested by the City of Amarillo (City) to complete a Risk and Resilience Assessment (RRA) of the drinking water (including source water) and wastewater systems. While a formal scope of work is provided for the RRA (Phase I), a general scope of work to support an update to an Emergency Response Plan (ERP) is also included such that a more detailed scope and budget can be provided at a later date and completed as Phase II of the overall Risk and Resilience project.

America's Water Infrastructure Act of 2018 requires all public water systems serving populations greater than 3,300 persons to assess the risks to, and resilience of, its system (referred to as the Risk and Resilience Assessment or "RRA"). The RRA is to include:

- Risk to the system (supply, treatment, and distribution) from malevolent acts and natural hazards
- Resilience of the infrastructure, including SCADA/cyber resilience
- The monitoring practices of the system
- The financial infrastructure of the system
- The use, storage, or handling of various chemicals by the system
- The operation and maintenance of the system

The detailed RRA will culminate with an implementation plan for capital and operational needs for risk and resilience management of the system. The assessment will be finalized and then certified to the Administrator of the Environmental Protection Agency (EPA) by March 31, 2020, for systems serving a population of more than 100,000.

The RRA must be reviewed at least every five years to determine if the assessment will be revised. Upon review, the water system shall recertify the original assessment or certify a revision to the assessment.

Within six months of completion of the RRA, America's Water Infrastructure Act of 2018 also requires each system to submit a letter of certification to the EPA that the Emergency Response Plan (ERP) for a utility was created or updated (where necessary), and at least every 5 years thereafter. For systems serving a population of more than 100,000, the ERP certification is required by September 30, 2020.

Community water systems shall to the extent possible coordinate with local emergency planning committees established under the Emergency Planning and Community Right-To-Know Act of 1986 when preparing or revising an assessment or emergency response plan under AWIA. Further, systems must maintain a copy of the assessment and emergency response plan for five years after certifying the plan to the EPA.

Objectives

The primary objective of this Risk and Resilience Assessment (RRA) is to identify and prioritize risks and provide guidance to support decisions by the utility in allocating resources to risk-reduction initiatives.

The RRA will assess risks from natural hazards and malevolent acts, including physical and cyber-attacks. This work will consider risk (likelihood of threat occurrence, consequence of failure, and system vulnerabilities) for critical water and wastewater system assets, including source waters, treatment plants, pump/lift stations, storage reservoirs/tanks/vaults, service connections, and control systems. HDR will work with the City to identify representative asset types to gain efficiencies in determining vulnerabilities common to particular system components. This information may then be extrapolated by the City to apply to other assets in the system. HDR will conduct workshops with the City's staff to assist the City in the development of the critical asset list, threats to consider, and consequence analysis.

The City will determine which mitigation measures to implement for improved resiliency. Mitigation measures will address water/wastewater system resilience regarding physical, operational, and network/financial control system vulnerabilities.

HDR will review documents, such as local hazard mitigation plans, City vulnerability assessment, existing emergency plans, security procedures, etc. As required by the AWIA, the project workshops may periodically include invitations to members of local emergency planning organizations such as law enforcement, fire department, and other intelligence advisors such as the Department of Homeland Security Protective Service Advisors. These agencies, along with City staff will provide information on local threats to aid in defining the physical and cybersecurity hazards of relevance to the City's system.

Standards Used for AWIA-Related Assessments

To prepare the Risk and Resilience Assessment, HDR will use the following standards:

1. ANSI/AWWA J100-10(R13), American Water Works Association, Risk Analysis and Management for Critical Asset Protection (RAMCAP®) Standard for Risk and Resilience Management of Water and Wastewater Systems Using the ASME-ITI RAMCAP Plus® Methodology, July 1, 2010,
2. EPA Office of Water (MC 140), Baseline Information for Malevolent Acts for Community Water Systems, EPA 817-K-19-001, July 2019, and
3. AWWA's Cybersecurity Guidance and Assessment Tool. As cited by AWWA, "This updated Guidance document has been revised to maintain alignment with the NIST Cybersecurity Framework and Section 2013 of America's Water Infrastructure Act (AWIA) of 2018. Collectively these resources provide the water sector with a voluntary, sector-specific approach for implementing applicable cybersecurity controls and recommendation."
4. Should the City elect to include an update to their existing Water System Emergency Response Plan at a later date, the standard utilized by HDR for this assessment will use the ANSI/AWWA G440-17, Emergency Preparedness Practices, Revised August, 2017.

Methodology Used for AWIA-Related Assessments

The methodology used for the development of this RRA is based on the seven steps contained in the J100 Standard work flow process. The scope items outlined in this RRA Work Plan will include the following:

- 1) Asset Characterization
- 2) Threat Characterization
- 3) Consequence Analysis
- 4) Vulnerability Analysis
- 5) Threat Analysis
- 6) Risk and Resilience Analysis
- 7) Risk and Resilience Management

All of the materials and information concerning the City's RRA are considered confidential. Federal Freedom of Information Act (FOIA) exemptions allow utilities to keep this information confidential. During the initial organizational phases, HDR will discuss security guidelines with project participants and how to apply them. A secure file-sharing system will be used for the remote transfer of sensitive information between the HDR Team and the City through the course of this project.

Phase I – Risk and Resilience Assessment

Work Tasks

TASK 1 - Project Initiation/Project Management

The Project Initiation/Project Management Task will be used to establish coordination between the HDR and City project teams, and provide overall management of the project. Tasks include project contracting and set-up activities, coordination of project activities and subconsultants, verification of compliance with the scope of services, management of the project budget and schedule, preparation of monthly invoices, and coordination of quality assurance and quality control (QA/QC) of the tasks and deliverables throughout the project.

The initiation activities will include a project initiation meeting to assemble key team members from the City. We will develop and inform the project team members of the project goals and objectives, management structure, lines of communication, schedule, budget, and project management approach. To more effectively utilize time the kickoff meeting will be held in conjunction with the facility inspection.

Task 1.01: Project Initiation

A 1-hour project initiation meeting will be held with key project team members (HDR and City) to introduce the project teams, establish key project team members' roles and responsibilities, define lines of communication, review the scope, objectives and project schedule, and establish the approach that will be used to manage the project. The teams are to discuss existing information that may be used in the RRA, and a preliminary list of attendees who will participate in the various project workshops.

Task 1.02: Project Manual/Work Plan

Includes development of a brief work plan that will be used throughout the project to provide access to important information, including contact information, activities, scope, communications, schedule, etc.

Task 1.03: Project Tracking and Invoicing

Includes tracking of project status, including budget and schedule status, and preparation of monthly invoices and progress reports throughout the course of the project.

Deliverables

- Project initiation meeting agenda and meeting minutes
- Project manual
- Monthly invoices and progress reports

Assumptions

- 1 one-hour project initiation meeting in Task Series 1.01 to be held at City facilities and attended by up to three HDR staff members either in person or via phone conference.
- Bi-weekly PM meetings will be conducted with HDR and City project managers and will last no longer than 0.5 hours.
- Deliverables will be provided to attendees and others as requested in electronic pdf format.
- Up to 6 monthly invoices and progress reports will be prepared

TASK 2 – Data Collection and RRA Kickoff

The objective of this subtask is to charter the project, coordinate and introduce the City and HDR's project teams, review the AWIA and RRA requirements, the Scope of Work, project schedule, the J100 ANSI methodology, identify existing information to be reviewed by the HDR team, and begin identification of potential threats and critical assets for both the water and wastewater systems.

Task 2.01 RRA Kickoff Meeting

HDR will conduct a one-hour RRA Kickoff/Chartering meeting with the City. HDR will provide a list of staff to participate in the project and the RRA Kickoff Meeting. Participants in the RRA should include, but are not limited to, the Water and Wastewater Plant Superintendents or acting representative and senior staff in the areas of Communications, Engineering, Finance, Human Resources, Water/WW Operations, Maintenance, Customer Service, IT, I&C/Operational Technologies, and Safety. A field staff representative, is also helpful on the RRA team.

Related staff who will be participating in the project should also be in attendance. Additional participants on the RRA team may include representatives from the City's wholesale water supplier, local law enforcement, the local hazardous materials team and fire department, state and local regulatory agencies, and a local Department of Homeland Security representative. Including the additional participants in some of the project workshops provides critical information about threats to the utility and promotes an understanding of the water system to all participants, particularly first responders.

Task 2.02 Data Collection and Review

HDR is to prepare a data request for information needed to complete the RRA, which may include but not be limited to the following:

- Security plans and procedures
- Vulnerability and risk assessments
- Emergency response plans
- Business continuity plans (Continuity of Operations Plans - COOP)
- Department of Homeland Security (DHS) assessment
- Human resources policies
- Door lock/key policies
- Security camera use and policies
- Source water protection plans
- Long range water resources plan
- Comprehensive plan
- Water and Wastewater system master plans (Only WW is needed)
- Local natural hazard mitigation plan(s)
- Control system network diagrams and asset inventory
- Other documents that may be related to the vulnerability and resiliency of the water and wastewater systems/utilities, as appropriate.

HDR is to inventory and review the data received from the City to inform subsequent tasks under this scope of work. Up to two supplemental data requests will be prepared and submitted to the City as needed.

Deliverables

- RRA Kickoff meeting materials and meeting notes
- Data Request

Assumptions

- The City will coordinate the RRA kick-off meeting including scheduling, issuing invitations, and reserving meeting space at one of their facilities
- HDR will prepare one draft and one final agenda for the RRA kick-off meeting.
- The City will coordinate with external partners (such as from police or fire departments) who are part of the RRA Team. The City will provide documents to external partners as appropriate.
- The City will provide data within two weeks of request to HDR in electronic format when possible.
- All documents not publicly accessible will be shared electronically through a secure file-sharing platform.

TASK 3 – RRA Workshops and Field Assessment

To complete the RRA, a series of four workshops will be conducted to guide the City through the identification of critical assets, threats, and consequences of failure. This information will be used in the J100 process. The workshops outlined below are designed to leverage the existing knowledge of the

water/wastewater systems from the City and interpret that information into the risk and resilience assessment. The workshops will be conducted as outlined below.

Task 3.01 Workshop 1: Critical Asset Identification and Threat Characterization

The HDR Team will conduct a three-hour workshop to assist in identifying critical assets and characterizing threats to the system. The RRA will include an assessment of water system assets to be refined during the workshop, such as the source water, intakes, groundwater wells, water/wastewater treatment plants, pump/lift stations, storage tanks, pipelines, administrative offices, SCADA system, etc. The assets will be reviewed and ranked by consequence to determine the most critical assets. By the J100 Standard definition, a critical asset is an item of value to the utility that, if incapacitated, could result in significant damage to the utility or community to the extent that the utility would be unable to meet its mission. Assets include physical elements, cyber elements, and human elements (critical knowledge or functions of people). The work plan assumes the following assets will be considered for further analysis through the J100 process:

- Up to 12 critical water assets, and
- Up to 6 critical wastewater assets.

Task 3.02 Workshop 2: Confirm Threats and Consequence Levels

The HDR team will conduct a three-hour workshop to facilitate discussion of viable threats to the City's public water/wastewater system. Development of the list of threats begins with the previous water/wastewater system vulnerability assessments (if any), the list of threats from J100, knowledge of threats by the HDR Team from past projects, and utility staff's institutional knowledge. From the refined list of threats resulting from this workshop, the HDR Team will develop probability of occurrence values for each threat, based on J100 information and historical values.

This scope and fee is based on up to 15 threats to be used in the J100 analysis for both the water and wastewater systems. Other identified threats may be considered in the RRA report, but not included for further analysis.

During the second part of the workshop, attendees will establish the consequence levels to consider if an asset is lost. These are typically categorized by:

1. Environmental impact
2. Sickness/Injury and loss of life
3. Cost to remediate and economic loss
4. Public perception
5. Loss of service

Following this Threat/Consequence Workshop, the HDR Team will finalize the threat list and develop a consequence table to be used in the Draft RRA report under a subsequent task under this scope of work.

Task 3.03 – Workshop 3: Asset Characterization

The HDR Team will conduct a six-hour workshop with the City to develop an overall consequence of loss value and monetary amount for loss of each potentially critical asset (based on the consequence table developed in Workshop No. 2). The assets will be ranked by consequence for each utility, and the list of critical assets to be considered in the risk analysis will be approved by the City. As noted, the scope includes analysis of up to twelve critical water assets and 6 critical wastewater assets.

Task 3.04 – Site Visits

The HDR team will conduct site visits for each of the 18 critical water/wastewater assets with City staff to evaluate the critical assets for potential vulnerabilities, security issues, and potential mitigation measures. For some assets, a night visit may also be conducted to assess lighting at the facility and to better observe the potential for vandalism or criminal activity in the area.

Through the previously collected data from the City staff, the HDR Team will gather information on physical and personnel security, access control, systems controls, protection of the source water, and hiring/firing/Human Resources procedures.

Data from the workshops, site visits, and applicable information from the identified AWWA and EPA standards will be used in the J100 Analysis in preparation for Workshop No. 4.

The HDR Team will compile individual asset sheets summarizing field and risk analysis results for use in the Draft RRA report to be completed as part of a subsequent task under this scope of work.

Task 3.05 – Workshop 4: Risk Calculations and Results, Mitigation Measures for Critical Assets and Cost-Benefit Analysis

The HDR Team will conduct a six-hour workshop to develop risk values for each critical asset. The risk calculation will pair each threat with each critical asset (e.g. 12 critical water assets paired with 15 threats yields 180 water utility threat-asset pairs (similar calculation for wastewater)) in an electronic table to assess risk, which is defined in this process as a function of threat likelihood, vulnerability, and consequence. During Workshop No. 4, the HDR Team and the City will develop the threat and vulnerability values, which, when incorporated with the consequence of loss values from Workshop No. 3, will result in the development of a risk value for each critical asset. The resulting list of critical assets ordered by risk value (from highest to lowest) for each utility will be provided to the City for approval.

Along with the development of risk values during Workshop 4, the HDR Team will assist the City with the identification of potential mitigation measures that may be used to lower risk. The work and discussions during this workshop will result in risk information that focuses mitigation strategies on critical assets with the highest risk. With the understanding of which threat-asset pairs have the greatest risk, the HDR Team will develop mitigation measures for critical assets. Mitigation measures may include policy and procedure changes, physical security improvements, general changes at facilities, needs for additional hires, etc.

The HDR Team will document the suggested mitigation measures for each of the high-risk threat-asset pairs, and the overall mitigation measures in the draft RRA report described in a subsequent task under this scope of work. The City will select which mitigation measures are most practical and efficient to retain in the final RRA report. HDR will develop order-of-magnitude conceptual costs to implement the mitigation strategies.

The HDR Team will estimate the relative benefit of each mitigation measure for high-risk threat-asset pairs in terms of risk reduction and will summarize the simple cost-benefit analysis for each of the mitigation strategies based on the J100 Standard, EPA 817-K-19-001 Baseline Standard, and the AWWA Cybersecurity Guidance and Assessment Tool in the preparation of the Draft RRA report.

The Utility Resilience Index (URI) is a questionnaire in J100, which will also be completed to provide information on risk to the City. The HDR Team will use the City's information to complete the URI and results will be included in the RRA report.

The requirements of the RRA include a limited overview of the operation and maintenance of the public water system. The HDR Team will meet with the City's Operations Manager(s) and other staff to discuss

the status of an asset management program, chemical storage and handling, and any gaps that could be improved to make the City's water and wastewater operations more resilient. This meeting will also include discussion of source water, source water protection, and source water alternatives. The results of this discussion will be included in the RRA Report.

Deliverables

- Workshop agendas, materials and summaries for
- Asset Summary Sheets

Assumptions

- Workshop 1 and 2 will occur on the same day.
- Workshop 3 and the site visits will occur during the same week.
- HDR will provide a summary of each workshop within seven days to summarize major discussion items, issues, and action items.
- The City is responsible for workshop logistics, including scheduling, workshop invitations, coordination of refreshments (as needed), and location;
- HDR will develop agendas, provide workshop materials at least one week prior to the meeting, and will facilitate the workshops.
- HDR will analyze up to 12 critical water assets and 15 threats for the J100 analysis covered in this scope.
- HDR will analyze up to 6 critical wastewater assets and 15 threats for the J100 analysis covered in this scope.
- Site visits for up to 18 critical water/wastewater assets will be conducted in partnership with the City's staff over a period of no more than 3 consecutive working days. Asset types may be grouped together, and a site visit of a single asset which is representative of an asset type may be substituted for multiple site visits for similar assets.
- Up to two HDR staff members and up to two Launch! staff members will participate in the site visits.

TASK 4 – Cybersecurity Assessment Review

The objective of this task is to assess the City's cybersecurity system to identify vulnerabilities and develop mitigation measures.

Task 4.01 Cybersecurity Assessment Review

The HDR Team will review information received from the City, including previous evaluation and analysis of the Cybersecurity system completed by City, network diagrams and control system documentation. HDR will conduct two workshops on simultaneous days to review the City's responses to the AWWA Cybersecurity Guidance Questionnaire and to review the AWWA Cybersecurity Guidance Tool recommended security controls against current state, planned projects, and desired stated to achieve the City's acceptable level of risk tolerance.

A brief (up to 5 page) Technical Memorandum will be prepared to summarize the results of the recommended security controls and security control gap assessment, and will be included in the appendix of the RRA report.

Deliverables

- One draft and final TM summarizing the Cybersecurity Assessment delivered in electronic format.

Assumptions

- The City will have completed a preliminary review of the City's Cybersecurity system using the latest AWWA Cybersecurity Tool.
- The results of the City's assessment will be made available to HDR a minimum of three weeks prior to the HDR/City meeting.
- HDR and the City will participate in a 2-hour meeting to review the City's responses to the AWWA Cybersecurity Tool Questionnaire and a 4-hour meeting to review the AWWA Cybersecurity Controls recommendations against current and desired state. These meetings will be hosted on back-to-back days during one site visit.
- The City will provide comments on the draft TM within one week of receipt.
- HDR will apply J100 Standard, EPA 817-K-19-001 Baseline Standard, and the AWWA Cybersecurity Guidance and Assessment Tool as the industry standard references for assessing risk and resilience.
- Network penetration testing or other hands-on detailed evaluation is not included in this scope.
- The City is to provide operators, operations management and control system staff for AWWA Cybersecurity Guidance Tool Workshops, and during site investigations.
- Cybersecurity threats are constantly changing and cannot be completely eliminated. The client is expected to be an active participant in all discussions regarding potential cybersecurity risks (vulnerabilities, likelihood, and consequences) as well as relevance and fit of potential mitigations. HDR will guide the City using industry standards, best practices and threat information available at the time of this project. The City will revisit current risk profile including risk tolerance and the recommended mitigations at time of mitigation project(s) inception to ensure the mitigation is appropriate for current threats and risk tolerance at that time.

TASK 5 – RRA Report and Implementation Plan

The objective of this task is to document the methods and findings of the RRA analysis in report format. The RRA report is not to be submitted to EPA. The City is to formally certify the completion of the RRA with EPA.

The HDR Team will prepare the Draft RRA report to describe the information from the J100 process and provide the data and results of the assessment. The mitigation measures selected by the City will be established in an implementation plan, which can be used by the City to prioritize and schedule implementation of the mitigation measures. The report will include brief summaries of the risk assessment and mitigation measures for each critical asset.

The HDR Team will submit the draft RRA report, including the implementation plan, to the City for review. It is assumed that the City's comments will be received within two weeks after receipt of the draft. A meeting (in person for local HDR staff and via conference call for others) with the City and HDR teams will be held to clarify and resolve comments on the draft report and implementation plan. The HDR Team will revise the report and provide the final document to the City in electronic format with one paper copy.

Deliverables

- One draft and one final RRA Report to include the implementation plan and Cybersecurity Assessment appendix, delivered in electronic form.

Assumptions

- The City will provide comments on the draft report and implementation plan within two weeks or receipt.
- HDR will provide a final draft within 10 days of receipt of the City's comments on the draft materials.
- The City will certify completion of the RRA with the EPA as required.

Phase I Schedule

The anticipated duration for the proposed scope of work is approximately 5 to 6 months. The key target date is the delivery of the Final RRA Report by 3/15/20, to accommodate the City's Certification by 3/31/20 in accordance with the requirements of the America's Water Infrastructure Act. (AWIA). Given the workshop centric approach to this project, a final project deliverable work plan and workshop schedule will be provided following the project initiation task kick off meeting.

Phase II – Emergency Response Plan

The Emergency Response Plan (ERP) is scheduled to be completed as a second phase of this project, anticipated to be added by amendment to this project. The information gathered in the RAA process will assist in defining the magnitude of the ERP scope and resulting proposed fee. Information on Phase II activities are provided below as reference only, and are not included in the current Scope of Work. A separate, detailed scope of work will be submitted to the City for the ERP task.

If procured as a second phase of this project, HDR will support the City in the preparation of the ERP using the ANSI/AWWA G440-17, Emergency Preparedness Practices Standard. In general, the tasks for the updated ERP will include the following:

- Revisions to or creation of emergency action checklists for threats/hazards relevant to the City. These may have actions for mitigation, preparedness, response, and recovery phases of an emergency.
- Establishment of framework for the ERP contents, derivation of communication contacts and protocols, and process for continual updates to the ERP.
- Facilitation of training on the ERP, including tabletop exercise (*optional – not required by AWIA*)
- Preparation of a Continuity of Operations Plan (COOP) (*optional – not required by AWIA*)



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas, P.E. – City Engineer		

Agenda Caption

Consider for Approval – Change Order No. 1 – Bid No. 6159/Project No. 530001 - FY 2017-2021 Community Investment Program: NE 24th Pump Station Switchgear Replacement , in the amount of \$218,382.00 to Brown Construction Services.

Original Contract Amount	\$ 2,079,000.00
This Change Order No. 1	\$ 218,382.00
Revised Contract Amount	\$ 2,297,382.00

Agenda Item Summary

This item is to consider approval of Change Order No. 1, which adds upgraded electrical equipment and process control system. Additional funding is provided by the Utilities Department for this change order.

Requested Action

Consider approval of Change Order No. 1 to Brown Construction Service's contract.

Funding Summary

Funding for this project is available in the Project Budget Number 530001.17400.2040. This project was approved in the FY 17/18 Community Investment Program. This project is funded with water and sewer revenue bonds.

Community Engagement Summary

The work is located within the boundaries of the 24th Avenue Pump Station. As the project progresses, coordination will occur with water transmission personnel. The project is not anticipated to have physical impact on the surrounding community.

Staff Recommendation

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

Bid No. 6159 2017/2018 Community Investment Program: NE 24th Pump Station Switchgear Replacement : NE 24th Ave & Lake St
Opened 4:00 p.m., September 6, 2018

To be awarded as one lot

Brown Construction Services

Line 1 Base Bid: Replacement of NE 24th Pump Station
Switchgear, as noted and described, per specifications

1 ea

Unit Price

\$2,079,000.000

Extended Price

2,079,000.00

Line 2 Add Alternate #1: Purchase and installation of
second generator, per specifications

1 ea

Unit Price

\$289,800.000

Extended Price

289,800.00

Line 3 Add Alternate #2: Purchase and installation of
bypass-isolation automatic transfer switch in lieu of
standard automatic transfer switch, per specifications

1 ea

Unit Price

\$31,740.000

Extended Price

31,740.00

Bid Total

2,400,540.00

Award to Vendor

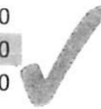
2,079,000.00

Change Order #1

218,382.00

Revised Total

2,297,382.00



D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	Infrastructure Initiative / Best Practices / Customer Service
Department	Public Works - Fleet Services Division		
Contact	Donny Hooper – Assistant Director Public Works		

Agenda Caption

Consider – Purchase of Fleet Management Software, AssetWorks. Asset Works is an integrated software and hardware system for asset and infrastructure management designed to help manage and maintain fleet assets, fuel facilities, equipment, and parts operations:

Award using GSA Contract #GS-35F-317GA to:

AssetWorks LLC.	\$180,640.67
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Agenda Item Summary

Fleet Management Software. Software will be used by Fleet Services Division to streamline data collection related to Fuel, Parts & Labor Cost per asset. Software will provide Dash Boards and Performance metrics with ease of access and reporting capabilities.

Requested Action

Recommend purchase approval of AssetWorks for Fleet Service Division. This purchase will be on GSA Contract #: GS-35F-317GA. GSA contract assures discounted governmental pricing.

Funding Summary

Fleet Services Division Job #610023 request total award \$180,640.67
Purchase through GSA Contract.

Community Engagement Summary

Recommended vendor, long term established in Fleet Management.

Staff Recommendation

City Staff recommends approval.

Bid No. 6621 PURCHASE OF FLEET MANAGEMENT SOFTWARE
Opened 4:00 p.m. October 21, 2019

To be awarded as one lot ASSETWORKS LLC

Line 1 Fleet Focus FA Standard License,
per specifications

1 ea		
Unit Price	\$40,116.000	
Extended Price		40,116.00

Line 2 Reporting Module, per
specifications

1 ea		
Unit Price	\$2,004.000	
Extended Price		2,004.00

Line 3 Shop Activity Module, per
specifications

1 ea		
Unit Price	\$4,008.000	
Extended Price		4,008.00

Line 4 Customer Access Module, per
specifications

1 ea		
Unit Price	\$2,004.000	
Extended Price		2,004.00

Line 5 KPI/Dashboards Module, per
specifications

1 ea

	Unit Price	\$2,004.000	
	Extended Price		2,004.00
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Line 6 Max Queue Integration Module for JDE Interface, per specifications			
	1 ea		
	Unit Price	\$2,004.000	
	Extended Price		2,004.00
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Line 7 Crystal Reports Server, per specifications			
	1 ea		
	Unit Price	\$2,892.530	
	Extended Price		2,892.53
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Line 8 Telematics Module, per specifications			
	1 ea		
	Unit Price	\$4,008.000	
	Extended Price		4,008.00
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Line 9 Project Management Services, per specifications			
	1 ea		
	Unit Price	\$14,902.860	
	Extended Price		14,902.86
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Line 10 Project Kickoff and Orientation, per specifications			
	1 ea		
	Unit Price	\$805.560	
	Extended Price		805.56
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Line 11 Software Installation, per specifications

1 ea

Unit Price

\$1,611.120

Extended Price

1,611.12

Line 12 System Setup Services, per specifications

1 ea

Unit Price

\$8,861.160

Extended Price

8,861.16

Line 13 System Design Services, per specifications

1 ea

Unit Price

\$8,861.160

Extended Price

8,861.16

Line 14 Data Conversion Services, per specifications

1 ea

Unit Price

\$14,500.080

Extended Price

14,500.08

Line 15 Training Services, per specifications

1 ea

Unit Price

\$8,861.160

Extended Price

8,861.16

Line 16 Go Live Support Services, per specifications

1 ea

	Unit Price	\$9,666.720	
	Extended Price		9,666.72
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Line 17 Post Go Live Services, per specifications			
	1 ea		
	Unit Price	\$4,833.360	
	Extended Price		4,833.36
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Line 18 Travel Costs, per specifications			
	1 ea		
	Unit Price	\$12,000.000	
	Extended Price		12,000.00
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Line 19 Approved Trail Fuel Interface Specification, per specifications			
	1 ea		
	Unit Price	\$3,000.000	
	Extended Price		3,000.00
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Line 20 Trak Fuel Interface Delivered for Testing, per specifications			
	1 ea		
	Unit Price	\$5,055.600	
	Extended Price		5,055.60
<hr/>			
Line 21 Approved Monthly Export to JDE GL Interface, per specifications			
	1 ea		
	Unit Price	\$5,000.000	
	Extended Price		5,000.00
<hr/>			

Line 22 JDE GL Interface Delivered for
Testing, per specifications

1 ea

Unit Price \$11,916.760

Extended Price 11,916.76

Line 23 Annual Software Maintenance,
per specifications

1 ea

Unit Price \$11,724.600

Extended Price 11,724.60

Bid Total 180,640.67 ✓

Award by Vendor 180,640.67



E

Amarillo City Council Agenda Transmittal Memo



Meeting Date	11/5/2019	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis Purchasing Agent		

Agenda Caption

CONSIDER AWARD – Bid # Remote Read Water Meters
Core & Main \$238,755.94

Agenda Item Summary

Bid # Remote Read Water Meters
These items are to consider for purchase of the annual remote read water meters supply agreement.

Requested Action

Consider approval of the purchase of the annual remote read water meters supply agreement.

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. 6626 REMOTE READ WATER METERS
Opened 4:00 p.m. October 25, 2019

To be awarded as one lot

CORE & MAIN

Line 1 Register for 3/4", per specifications

3 ea

Unit Price \$196.250

Extended Price 588.75

Line 2 Register for 5/8", per specifications

10 ea

Unit Price \$196.250

Extended Price 1,962.50

Line 3 Register for 1", per specifications

10 ea

Unit Price \$196.250

Extended Price 1,962.50

Line 4 Register for 1-1/2", per specifications

10 ea

Unit Price \$196.250

Extended Price 1,962.50

Line 5 Register for 2", per specifications

10 ea

Unit Price

\$196.250

Extended Price

1,962.50

Line 6 Register for 3" HP, per specifications

5 ea

Unit Price

\$196.250

Extended Price

981.25

Line 7 Register for 3" TT, per specifications

5 ea

Unit Price

\$196.250

Extended Price

981.25

Line 8 Register for 4" HP, per specifications

5 ea

Unit Price

\$196.250

Extended Price

981.25

Line 9 Register for 4" TT, per specifications

5 ea

Unit Price

\$196.250

Extended Price

981.25

Line 10 Register for 6" HP, per specifications

2 ea		
Unit Price	\$196.250	
Extended Price		392.50

Line 11 Register for 6" TT, per specifications

2 ea		
Unit Price	\$196.250	
Extended Price		392.50

Line 12 Register for 8" HP, per specifications

1 ea		
Unit Price	\$196.250	
Extended Price		196.25

Line 13 Register for 10" HP, per specifications

1 ea		
Unit Price	\$196.250	
Extended Price		196.25

Line 14 Water Meter 5/8" Bronze, Remote Read, per specifications

300 ea		
Unit Price	\$194.700	
Extended Price		58,410.00

Line 15 Water Meter 1" Bronze, Remote
Read, per specifications

300 ea

Unit Price \$295.190

Extended Price 88,557.00

Line 16 Water Meter 1-1/2" Bronze,
Remote Read, per specifications

25 ea

Unit Price \$452.200

Extended Price 11,305.00

Line 17 Water Meter 2" Bronze, Remote
Read, per specifications

25 ea

Unit Price \$546.410

Extended Price 13,660.25

Line 18 Water Meter 3" Comp Bronze,
Remote Read, per specifications

5 ea

Unit Price \$2,291.770

Extended Price 11,458.85

Line 19 Water Meter 3" Turbine Bronze,
Remote Read, per specifications

4 ea

Unit Price \$1,235.300

Extended Price 4,941.20

Line 20 Water Meter 4" Comp Bronze,
Remote Read, per specifications

3 ea

Unit Price \$2,900.000

Extended Price 8,700.00

Line 21 Water Meter 4" Turbine Bronze,
Remote Read, per specifications

3 ea

Unit Price \$1,390.590

Extended Price 4,171.77

Line 22 Water Meter 6" Comp Bronze,
Remote Read, per specifications

1 ea

Unit Price \$4,710.590

Extended Price 4,710.59

Line 23 Water Meter 6" Turbine Bronze,
Remote Read, per specifications

1 ea

Unit Price \$2,478.830

Extended Price 2,478.83

Line 24 Water Meter 6x8 Comp Bronze,
Remote Read, per specifications

1 ea

Unit Price \$7,638.830

Extended Price 7,638.83

Line 25 Water Meter 8" Turbine Bronze,
Remote Read, per specifications

1 ea

Unit Price \$3,609.420

Extended Price 3,609.42

Line 26 Water Meter 10" Turbine Bronze,
Remote Read, per specifications

1 ea

Unit Price \$5,572.950

Extended Price 5,572.95

Bid Total 238,755.94

Award by Vendor 238,755.94

F



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	
Department	AECC		
Contact	Lt. Shannon Kuster- AECC/PD		

Agenda Caption

Award – Hexagon Safety and Infrastructure Computer-Aided Dispatch (CAD) Maintenance:
 Awarded to Intergraph Corporation - \$179,690.04
 This item recommends award of the annual contract for the purchase of maintenance for the Hexagon CAD system at AECC.

Agenda Item Summary

This is to award of Annual contract for Hexagon CAD Maintenance for use by the City of Amarillo AECC Department. Hexagon is the proprietary vendor for Hexagon CAD who is the sole source provider for maintenance on the Hexagon CAD.

Requested Action

Consider approval and award for the City Annual Contract for Hexagon CAD Maintenance.

Funding Summary

Funding is budgeted in Leased Computer Software account 1270.69300 and this is reimbursed by the Potter Randall 911 District.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Amarillo City Council

Agenda Transmittal Memo



6

Meeting Date	November 5, 2019	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption
 CONSIDER – APPROVAL OF AMENDMENT #1 TO RS&H, INC. TASK ORDER #27 FOR PROFESSIONAL SERVICES, PHASE 2 ISO 9001 QUALITY MANAGEMENT IMPLEMENTATION AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.

Agenda Item Summary
 This item is phase 2 of the airport’s ISO 9001 quality management implementation, which will ultimately result in an ISO 9001 quality certification by the International Standards Organization. Phase 2 includes creation of 100 quality procedures, creation and finalization of numerous manuals and substantial documentation required by the ISO standards, and readiness for the certification audit. Phase 2 of this project is \$374,700.

Requested Action
 Please approve this Amendment #1 to RS&H Task Order #27.

Funding Summary
 Funding for this Phase 2 of this project will be from the Airport’s operational budget over a 2-year period. This project funding was budgeted for the 2019/2020 fiscal year at \$150,000. Remaining funding will be budgeted in the 2020/2021 fiscal year.

Community Engagement Summary
 N/A

Staff Recommendation
 Airport staff recommends approval of this Amendment #1 to RS&H Task Order #27.

AMENDMENT 1 TO TASK ORDER NO. 27

Date: October 3, 2019

RS&H, INC., a Florida corporation (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for the City of Amarillo, Texas (hereinafter "City") which owns and operates Rick Husband Amarillo International Airport (hereinafter "Client"), in accordance with the terms and conditions of the Master Consulting Service Agreement, dated December 8, 2014, all of which terms and conditions are incorporated herein by reference.

Project Location: Rick Husband Amarillo International Airport ("AMA" or "Airport")

Project Description/Scope of Services: This project includes the development and implementation of an ISO 9000 Quality Management System (QMS) program at Amarillo International Airport.

This Amendment adds the following Services: Phase 2 - Program Development and Implementation. Phase 2 will include prescribed actions to implement tasks as dictated by the implementation plan, which are described in Exhibit A & Exhibit B. The results of Phase 2 should be compliance with the QMS and an updated Quality Manual.

Fee: The method of payment shall be Lump Sum. The total compensation shall be as outlined below for services described in Exhibit A – Attachment B. Breakdown for tasks is as follows:

TASK	CONTRACT VALUE
PHASE 1: QMS Planning	\$100,900
AMENDMENT 1 – Phase 2	\$374,700
TOTAL	\$475,600

This Amendment increases the fee by \$374,700 for a total amount of \$475,600.

Schedule: Schedule shall be as described in Exhibit A – Attachment A, which is made a part hereof.

Deliverables: The full scope of deliverables is described in Exhibit A – Attachment A, which is made a part hereof.

Other Considerations: None.

Except as hereby modified, amended, or changed, all of the remaining terms and conditions of Task Order No. 27 shall remain in full force and effect. The original Task Order has been attached as Reference 1.

**CLIENT
CITY OF AMARILLO, TEXAS**

**CONSULTANT
RS&H, INC.**

By: _____

DocuSigned by:
St M. Cream
By: _____
9450CB824CA047D

Typed Name: _____

Typed Name: Steve Creamer

Title: _____

Title: Vice President

Attest: _____

DocuSigned by:
Melanie Nichols
Attest: _____
EFF831F7B43347D

Typed Name: Frances Hibbs

Typed Name: Melanie L. Nichols

Title: City Secretary

DocuSigned by:
Ass. Corporate Secretary
Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]



4



Amarillo City Council Agenda Transmittal Memo



Meeting Date	11/05/2019	Council Priority	Longterm Plan for Infrastructure
Department	Capital Projects & Development Engineering		
Contact	Matt Thomas		

Agenda Caption

CONSIDER: Amendment to Agreement for Professional Services with Brandt Engineers Group, Ltd., Job 530020, RFQ 03-16, Water and Sewer Main Relocation Hollywood Road from Bell St. to Coulter St. \$0.00

The Agreement for Professional Services, associated with RFQ 03-16 and approved by City Council on February 23, 2016, is to provide Design, Bidding, Construction, Closeout, and Resident Project Representative (RPR) Phase services for the relocation of water and sewer utilities in the vicinity of the I-27/Loop 335 highway construction project. This change is to add a task to assist with project cost reimbursement from TxDOT.

Original Contract:	\$	411,820.00
Previous Amendments:	\$	278,885.00
Current Amendment:	\$	0.00
Contract Total:	\$	690,705.00

Agenda Item Summary

This change is to add a task to assist with project cost reimbursement from TxDOT. Through savings realized during construction, the total cost of the agreement will not change.

Requested Action

Consider approval of Amendment No 5 for execution by the City Manager.

Funding Summary

Funding is available in Job 530020, which was approved in the FY15/16 CIP and funded through the water and sewer revenue bonds in May 2017.

Community Engagement Summary

The change in the professional services agreement has minimal impact on the community. However, the community engagement process was an integral part of the construction phase of this project. This work is associated with the TxDOT Loop 335 project.

Staff Recommendation

Staff is recommending approval and execution of the amendment.

**AMENDMENT NO. 5
TO AGREEMENT FOR ENGINEERING SERVICES
BETWEEN CITY OF AMARILLO
AND BRANDT ENGINEERS GROUP, LTD.**

The City of Amarillo ("OWNER") and Brandt Engineers Group, Ltd. ("ENGINEER") entered into an Agreement for Professional Services dated February 8, 2016 and amended January 26, 2017, August 2, 2017, January 17, 2018, and on or about August 21, 2018 (the "Agreement"). Under the Agreement, OWNER engaged ENGINEER to perform the following professional services in connection with the relocation and adjustment of OWNER'S water and sewer utilities in the vicinity of the I-27/Loop 335 interchange from Bell Street to Coulter Road located in Randall County, Texas.

Pursuant to Section XXI of the Agreement, the parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, OWNER and ENGINEER hereby agree to amend the Agreement as follows:

1. Attachment D to the Agreement ("Lump Sum Fee Distribution to the Engineer") is amended to read as follows:

**ATTACHMENT D
LUMP SUM FEE DISTRIBUTION TO THE ENGINEER**

Subject to the provisions of this Agreement the lump sum fee for Basic Services shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

Phase	Fee	Percentage
Preliminary Design	\$235,820.00	34.1%
Final Design	\$139,150.00	20.1%
Bidding	\$ 21,910.00	3.2%
Construction	\$ 69,690.00	10.1%
Closeout	\$ 5,650.00	0.8%
Amendment No. 1	\$ 14,360.00	2.1%
Assistance for Reimbursement	\$ 67,915.00	9.8%
RPR	\$136,210.00	19.8%
TOTAL	\$690,705.00	100.0%

With this agreement, Assistance and RPR Services will include the engineering services to assist the City of Amarillo in applying for reimbursement from TxDOT.

Engineering services for assistance for application for reimbursement to the City of Amarillo will be a budget cost not to exceed \$ 67,915.00.

RPR services will be dependent upon construction time, weather conditions, number of contractors and subcontractors on the job site, hours of operation per day, the quality of the construction contractor, and other factors. For estimating purposes, the construction time for the project could be a total of 46 weeks. Based on work for 46 weeks, the RPR services will be at a budget cost not to exceed \$136,210.00.

2. Except as herein modified, all terms, conditions and provisions of the Agreement shall remain in force and effect and are hereby confirmed and ratified by OWNER and ENGINEER.

EXECUTED by the parties as of the date shown below, to be effective upon execution of the OWNER.

ENGINEER:

Brandt Engineers Group, Ltd., a
Texas limited partnership

By: Mary Ellen Brandt

Mary Ellen Brandt, President

Date: 10/15/19

OWNER:

City of Amarillo, a Texas municipal
corporation

By: _____

Date: _____



H

Amarillo City Council Agenda Transmittal Memo



Meeting Date	11/05/2019	Council Priority	
Department	Parks and Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER APPROVAL OF A CONTRACT WITH ACUSHNET GOLF PRODUCTS AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.
Total amount of agreement - \$200,000.

This item allows the Parks and Recreation Department to provide Titleist, Pinnacle and Foot-Joy products in the pro shops located at Ross Rogers Golf Complex and Comanche Trail Golf Complex.

Agenda Item Summary

This award is to approve an annual "not-to-exceed" contract price for the whole sale purchase of Titleist, Pinnacle and Foot-Joy golf products in the amount of \$200,000. The Acushnet Company is the exclusive manufacturer and wholesale distributor of these products and is the sole source of the products at wholesale prices. The wholesale purchase of these products provide inventory for retail sale at both pro shops at Ross Rogers Golf Complex and Comanche Trail Golf Complex. Sales of merchandise will produce an estimated gross margin of 40% or approximate 20% net profit.

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Funds were approved through the budget process in account 1811.51205.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

Bid No. 6616 ACUSHNET GOLF PRODUCTS ANNUAL CONTRACT
Opened 4:00 p.m. October 16, 2019

To be awarded as one lot ACUSHNET COMPANY

Line 1 Titleist and Foot-Joy Products, per specifications

1 ea		
Unit Price	\$200,000.000	
Extended Price		200,000.00
<hr/>		
Bid Total		200,000.00
<hr/>		
Award by Vendor		200,000.00

A



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	Economic Development and Redevelopment, Fiscal Responsibility
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, PE		

Agenda Caption

Public Hearing and First Reading of an Ordinance Adopting the Amarillo Community Investment Program (CIP) FY 19/20-FY 23/24

This item is a public Hearing and first reading of an ordinance adopting the City's CIP which will guide capital investment decisions for the next five years.

Agenda Item Summary

This item considers an Ordinance adopting the City's 5-year CIP which will guide capital investments over the next five years.

Requested Action

Conduct Public Hearing and approve the Ordinance adopting the FY 19/20-FY 23/24 Community Investment Plan

Funding Summary

See the Community Investment Plan document and the approved FY 19/20 Annual Budget

Community Engagement Summary

Extensive community outreach, workshops, multi-media presentations, and Council workshops are held throughout the year.

Staff Recommendation

Recommend approval of the proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2019-2020 THROUGH 2023-2024; AND MAKING CERTAIN FINDINGS; PROVIDING REPEALER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Council of the City of Amarillo, Texas, has directed the City staff to prepare and present a statement of capital projects planned for the next succeeding five (5) fiscal years, with estimates of their cost; and

WHEREAS, the City Manager has presented in detail to the City Council a proposed Community Investment Program (CIP) for Fiscal Years 2019-2020 through 2023 -2024: and

WHEREAS, the City Council has considered the input of the public and the recommendations of its staff and hereby determines it to be in the public interest to adopt a five-year Community Investment Program for Fiscal Years 2019-2020 through 2023-2024 to service the public health, safety and general welfare of the citizens; and

WHEREAS, a copy of the Community Investment Program for Fiscal Years 2019-2020 through 2023-2024 has been made available for public review and the City Council desires to adopt the Program; and

WHEREAS, the FY 2019-2020 through 2023-2024 Community Investment Program provides a general framework to guide project planning and financing over a five-year period; and

WHEREAS, the FY 2019-2020 through 2023-2024 Community Investment Program is based on general priorities and available financing as can be anticipated at the present time; and

WHEREAS, it is the intention of the City Council that the Community Investment Program will be updated annually and include five years of planned and affordable projects while considering projects that have been completed in the prior fiscal year.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The certain compilation identified as the Proposed Community Investment Program for Fiscal Years 2019-2020 through 2023-2024, a copy of which is attached hereto, is hereby incorporated in full by this reference and is hereby adopted as the five-year Community Investment Program for the City of Amarillo, Texas.

SECTION 3. The Community Investment Program will be updated each year to recognize changes in the Program as the result of completed projects, changes in project cost and current financing capability of the City.

SECTION 4. The first year of the Community Investment Program will be adopted each year as the Community budget for the current fiscal year through the annual budget ordinance.

SECTION 5. Repealer. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. Effective Date. This ordinance shall become effective on and after its passage.

10__/18

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 5th day of November 2019; and **PASSED** on Second and Final Reading the 19th day of November 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	Fiscal Responsibility
Department	City Manager's Office		
Contact	Stephanie Coggins, Assistant to the City Manager		

Agenda Caption

RESOLUTION – CASTING VOTES FOR POTTER COUNTY MEMBERS OF THE BOARD OF DIRECTORS OF THE POTTER/RANDALL COUNTY APPRAISAL DISTRICT (PRAD)

This resolution authorizes the casting of votes for the Potter County members of the PRAD Board of Directors.

Agenda Item Summary

There are five nominations on the attached resolution and there will be five Potter County members elected to the PRAD Board of Directors. The City of Amarillo votes are determined based on the City's share of the total 2018 tax levies and are equal to 610 votes. As a member of the governing body, the City may cast all its votes for one candidate or distribute the votes for any number of the directorships up to five.

Requested Action

Council consideration, direction of vote casting and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

On October 8, 2019 the City Council approved a resolution nominating members for both Potter County and Randall County to the Potter/Randall Appraisal District Board of Directors. The individuals nominated by Council for Potter County (in alphabetical order) include Leon Church, Kay Ledbetter, Zachary Plummer, Cindy Spanel and Mitzi Wade.

Staff Recommendation

Staff recommends Council determine the votes and approve the resolution authorizing the casting of the City's 610 votes.

RESOLUTION NO. 11-05-19-_____

**A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CASTING
VOTES FOR THE MEMBERS OF THE BOARD OF DIRECTORS OF
POTTER COUNTY APPRAISAL DISTRICT**

WHEREAS, Section 6.03© of the Texas Property Tax Code requires the selection of the Board of Directors of an Appraisal District by vote of the governing bodies of the taxing entities entitled by the Code to vote; and

WHEREAS, by previous action, nominees for the Board of Directors of the Potter County Appraisal District were timely submitted to the Chief Appraiser; and

WHEREAS, the City of Amarillo is entitled by statutory cumulative voting to cast 610 votes for the Board of Directors for the Potter County Appraisal District.

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

Section 1. That the City of Amarillo votes for the five (5) nominees on the ballot for the Potter County Appraisal District Board of Directors are hereby cast as follows:

Leon Church	_____
Kay Ledbetter	_____
Zachary Plummer	_____
Cindy Spanel	_____
Mitzi Wade	_____
Total	610

PASSED AND APPROVED this 5th day of November 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

C



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	Fiscal Responsibility
Department	City Manager's Office		
Contact	Stephanie Coggins, Assistant to the City Manager		

Agenda Caption

RESOLUTION – CASTING VOTES FOR RANDALL COUNTY MEMBERS OF THE BOARD OF DIRECTORS OF THE POTTER/RANDALL COUNTY APPRAISAL DISTRICT (PRAD)

This resolution authorizes the casting of votes for the Randall County members of the PRAD Board of Directors.

Agenda Item Summary

There are seven nominations on the attached resolution and there will be five Randall County members elected to the PRAD Board of Directors. The City of Amarillo votes are determined based on the City's share of the total 2018 tax levies and are equal to 610 votes. As a member of the governing body, the City may cast all its votes for one candidate or distribute the votes for any number of the directorships up to five.

Requested Action

Council consideration, direction of vote casting and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

On October 8, 2019 the City Council approved a resolution nominating members for both Potter County and Randall County to the Potter/Randall Appraisal District Board of Directors. The individuals nominated by Council for Randall County (in alphabetical order) include, James Barrington, Dennis Beene, Taylor Bonifield-Faught, Albert Harris, and Tom Novak.

Staff Recommendation

Staff recommends Council determine the votes and approve the resolution authorizing the casting of the City's 610 votes.

RESOLUTION NO. 11-05-19-_____

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CASTING VOTES FOR THE MEMBRES OF THE BOARD OF DIRECTORS OF RANDALL COUNTY APPRAISAL DISTRICT.

WHEREAS, Section 6.03 (c) of the Texas Property Tax Code requires the selection of the Board of Directors of an Appraisal District by vote of the governing bodies of the taxing entities entitled by the Code to vote; and

WHEREAS, by previous action, nominees for the Board of Directors of the Randall County Appraisal District were timely submitted to the Chief Appraiser; and

WHEREAS, the City of Amarillo is entitled by statutory cumulative voting to cast 610 votes for the Board of Directors for the Randall County Appraisal District.

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

Section 1. That the City of Amarillo votes for the five (5) nominees on the ballot for the Randall County Appraisal District Board of Directors are hereby cast as follows:

James Barrington	_____
Dennis Beene	_____
Taylor Bonifield-Faught	_____
Tim Gilliland	_____
Albert Harris	_____
Joe Shehan	_____
Tom Novak	_____
Total	610

PASSED AND APPROVED this 5th day of November 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	Economic Development
Department	City Manager		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

CONSIDER APPROVAL – PURCHASE CONTRACT

(Contact: Kevin Starbuck, Assistant City Manager)

BGT Productions Trust II -- \$690,000.00

Discussion and consideration to authorize the City Manager to execute all documents necessary to conclude the purchase of 601 S. Johnson Street in accordance with the contractual terms and price.

Agenda Item Summary

This purchase contract is for the property located at 601 S. Johnson and includes a one-year lease with the BGT Productions Trust II. The purchase of this property provides the City flexibility for the future, both as a needed storage facility for the Amarillo Civic Center and also for the possible future expansion of the Civic Center.

Requested Action

Council consideration and approval of the purchase contract authorizing the City Manager to execute all documents necessary to purchase 601 S. Johnson St for \$690,000.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendations Council consideration and approval of the purchase contract authorizing the City Manager to execute all documents necessary to purchase 601 S. Johnson St for \$690,000.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	November 5, 2019	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, P.E., Director of Capital Projects & Development		

Agenda Caption

CONSIDER AWARD – BID #6572
JOB # 560020.17400.1070 – Construction of Dale Street storm sewer outfalls and erosion repairs to the adjacent embankment of Martin Road Lake.
 MH Civil Constructors, Inc. - \$1,223,000.00

Project #560020.17400.1070

This item is to consider award of the contract for the construction of storm drain outfalls into Martin Road Lake adjacent to Dale Street. Erosion repairs to the adjacent embankment of Martin Road Lake will be addressed.

Agenda Item Summary

Project #560020.17400.1070

This item is to consider award of the contract for the construction of storm drain outfalls into Martin Road Lake adjacent to Dale Street. Erosion repairs to the adjacent embankment of Martin Road Lake will be addressed.

Requested Action

Consider approval of the lowest bidder, MH Civil Constructors, Inc. - \$1,223,000.00

Funding Summary

Funding for this project is available in the Project Budget Number 560020.17400.1070

Community Engagement Summary

The work associated with this agreement will have significant public impact. City staff and the consulting engineer will hold public meetings both before the construction on Dale Street and the future Martin Road Lake project.

Staff Recommendation

City staff is recommending approval of the agreement.

Bid No. 6572 MARTIN ROAD LAKE IMPROVEMENTS & REPAIRS:DALE STREET LOCATION
 Opened 4:00 p.m., October 3, 2019

To be awarded as one lot	MH CIVIL CONSTRUCTORS, INC	LA FULLER & SONS CONSTRUCTION	Amarillo Utility Contractors
Line 1 Full compensation for all costs associated with construction and installation of the repairs at the Dale Street location, per specifications			
1 ls			
Unit Price	\$1,223,000.000	\$1,659,921.00	\$2,122,700.000
Extended Price	1,223,000.00	1,659,921.00	2,122,700.00
Bid Total	1,223,000.00	1,659,921.00	2,122,700.00
Award by Vendor	1,223,000.00		