

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JUNE 18, 2019 AT 12:45 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Davlyn Duesterhaus, BSA Chaplain

PROCLAMATIONS: "Amateur Radio Week"
"Juneteenth Day"

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Dr. Schovanec, Texas Tech University President, TTU Vet School Update; and
 - C. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **CONSIDER APPROVAL -- MINUTES:**

Approval of the City Council minutes for the meeting held on June 11, 2019.

B. **CONSIDERATION OF ORDINANCE NO. 7789:**

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

This is the second and final reading to consider a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school. The City Council, as the governing body of the City of Amarillo, Texas, and pursuant to Section 109.33 (e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33 (a)(1) of the Texas Alcoholic Beverage Code) for alcohol sales at 3100 Southwest 6 Avenue, also described as Lot 1, less the south 6 feet and Lots 2 and 3, San Jacinto Heights Amended, in Section 225, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Southwest 6 Avenue and Virginia Street.)

C. **CONSIDERATION OF ORDINANCE NO. 7790:**

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

This is the second and final reading of an ordinance Rezoning of a 116.81 acre tract of unplatted land in Section 11, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from an Agricultural District to Planned Development

District for development of a residential subdivision. (Vicinity: Amarillo Boulevard and Western Street.)

D. **CONSIDERATION OF ORDINANCE NO. 7791:**

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

This is the second and final reading of an ordinance rezoning of a 34.90 acre tract of unplatted land in Section 64, Block 9, BS&F Survey, Randall County Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Nancy Ellen Street and Ellen Hope Street.)

E. **CONSIDER APPROVAL – CHANGE ORDER NO. 2, NORTHWEST INTERCEPTOR:**

(Contact: Matt Thomas, City Engineer)

McKee Utility, Inc. -- \$27,640.25

Original Contract: \$10,650,000.00

Current Change Order: \$27,640.25

Previous Change Orders: \$131,570.00

Revised Contract Total: \$10,809,210.25

This change order includes relocating a manhole to accommodate proposed private development. The cost of the change order is being covered by the developer.

F. **CONSIDER AWARD – AMARILLO CIVIC CENTER ROOF:**

(Contact: Wesley Hall, Risk Management Director)

North Line Construction Inc. -- \$6,150,291.00

This is a contract to repair the Civic Center roof, EIFS, and interior damages caused by a hail storm on June 8, 2017. This contract has been approved by our insurer and costs will be covered by insurance.

G. **CONSIDER APPROVAL -- COMMUNICATIONS SYSTEM AGREEMENT WITH BELL HELICOPTER TEXTRON INC.:**

(Contact: Kevin Starbuck, Assistant City Manager)

This agreement will authorize Bell Helicopter Textron Inc. to operate on the City of Amarillo radio communications system.

H. **CONSIDER AWARD -- ARCHITECTURAL & ENGINEERING SERVICES (A&E) FIRE STATION #5, GENERAL OBLIGATION BOND PROPOSITION 2:**

(Contact: Jerry Danforth, Director of Facilities)

Lavin Architects -- \$280,000.00

This item considers approval of Architectural & Engineering Services for Fire Station #5 located at 3200 South Washington Street.

3. **NON-CONSENT ITEMS:**

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7792:**

(Contact: Michael Kashuba, Director of Parks & Recreation)

This item conducts a public hearing and first reading of an ordinance adopting the 2019-2020 Standards of Care for recreational care programs administered by the Parks and Recreation Department as required by Texas Human Resources Code section 42.041 (b)(14); and providing an effective date.

B. **PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION AUTHORIZING AMARILLO CITY TRANSIT (ACT) TO SUBMIT GRANT APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT):**

(Contact: Marita Wellage-Reiley, Transit Director)

This item conducts a public hearing and is consideration of a resolution that would authorize ACT to submit grant applications to the FTA in the amount of \$3,413,248 and to TxDOT in the amount of \$521,928 for ACT capital and operating expenses in fiscal year 2019/2020.

C. **CONSIDER APPROVAL -- INCENTIVE AGREEMENT - ACCELERATOR PROGRAM BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND WEST TEXAS A&M UNIVERSITY ENTERPRISE CENTER:**

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item discusses and considers the approval of an incentive agreement with West Texas A&M University Enterprise Center for the development of the technology accelerator program. This program will facilitate the growth of development for new primary companies, provides new technology opportunities to regional corporations and increase community involvement in the economic ecosystem. The agreement is a three-year commitment totaling \$600,000.

D. **CONSIDER APPROVAL -- PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC. (MIG, INC.) TO DEVELOP A PARKS MASTER PLAN:**

(Contact: Michael Kashuba, Director of Parks & Recreation)

MIG, Inc. -- \$158,805.00

This item is a professional services agreement with MIG, Inc. to develop a Parks Master Plan that will include options for a Hike and Bike Plan and Beautification and Public Art Master Plan.

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 14th day of June 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.

2A



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 11th day of June 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR PRO TEM/COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent were Mayor Nelson and Councilmember Hays. Also in attendance were the following administrative officials:

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

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

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

PUBLIC COMMENT

Signed up but did not appear: Gary Prescott, 10101 Amarillo Boulevard West; Mike Fisher, 4410 Van Kriston Drive; and Claudette Smith, 4410 Van Kriston Drive. There were no further comments.

ATTEST:

Frances Hibbs, City Secretary

Freda Powell, Mayor Pro Tem

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 11th day of June 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

Absent was Mayor Ginger Nelson. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Sean Vokes, Hillside Christian Church. Mayor Pro Tem Powell led the Pledge of Allegiance.

A proclamation was presented for "International Rotary Youth Exchange Month."

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Update on Utility Billing;
- C. Reports and updates from City Councilmembers serving on outside boards: Beautification and Public Arts Advisory Board
- D. Discussion of Photographic Traffic Enforcement and related legislation; and
- E. Consider future Agenda items and request reports from City Manager.

CONSENT ACTION ITEMS:

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

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on June 4, 2019.
- B. **CONSIDER APPROVAL – AUDIT SERVICES:**
(Contact: Laura Storrs, Finance Director)
Connor, McMillon, Mitchell and Shennum, PLLC -- \$305,000.00
This item is a two-year agreement for audit services.
- C. **CONSIDER AWARD – PURCHASE OF E-BUILDER PROJECT MANAGEMENT SOFTWARE ANNUAL SUBSCRIPTION:**
(Contact: Kyle Schniederjan, CP&DE Director)
Dell, Inc. -- \$77,192.63
This item considers the award of the "e-builder" project management annual renewal subscription for June 1, 2019 thru May 31, 2020.

D. **CONSIDER AWARD – UTILITY BILL PRINTING, RENDERING AND MAILING SERVICES:**

(Contact: Laura Storrs, Finance Director)

Variverge, LLC -- \$421,400.00

This item is the contract for monthly Utility Billing printing, rendering, and mailing for a three-year period with two one-year options to renew.

E. **CONSIDER AWARD – CHANGE ORDER NO. 1, NORTHWEST INTERCEPTOR:**

(Contact: Jackson Zaharia, Assistant City Engineer)

Awarded to McKee Utility, Inc. -- \$131,570.00

Original Contract: \$10,650,000.00

Current Change Order: \$131,570.00

Revised Contract Total: \$10,781,570.00

This item is to consider award of revisions to original estimated quantities and adds line items for depths not included in the original bid. It also includes BNSF Railroad flagging and inspection requirements that were not anticipated when the work was permitted.

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

NON-CONSENT ITEMS

ITEM 3A: Mayor Pro Tem Powell presented the first reading to consider a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school. The City Council, as the governing body of the City of Amarillo, Texas, and pursuant to Section 109.33 (e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33 (a)(1) of the Texas Alcoholic Beverage Code) for alcohol sales at 3100 Southwest 6 Avenue, also described as Lot 1, less the south 6 feet and Lots 2 and 3, San Jacinto Heights Amended, in Section 225, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Southwest 6 Avenue and Virginia Street.) This item was presented by Andrew Freeman, Director of Planning and Development Services. Mayor Pro Tem Powell opened a public hearing. There were no comments and the public hearing was closed. Motion was made by Councilmember Hays, "I move that we approve Ordinance No. 7789, providing for a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school and that we find that the enforcement of the distance regulation in the instance would not be in the best interest of the public; would constitute a waste or inefficient use of land or other resources; would create an undue hardship on the applicant; would not serve its intended purpose would not be effective or necessary; would not be in the best interest of the community and that the following captioned ordinance be passed on first reading," seconded by Councilmember Sauer:

ORDINANCE NO. 7789

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR A VARIANCE TO DISTANCE REGULATIONS PROHIBITING THE SALE OF ALCOHOLIC BEVERAGES WITHIN THREE HUNDRED (300) FEET OF A PRIVATE SCHOOL IN ACCORDANCE WITH THE TEXAS ALCOHOLIC BEVERAGE CODE, SECTION 109.33(E), AND AMARILLO MUNICIPAL CODE, SECTION 14-3-5; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR CONTINUATION AND AN EFFECTIVE DATE.

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

ITEM 3B: Mayor Pro Tem Powell presented the first reading of an ordinance Rezoning of a 116.81 acre tract of unplatted land in Section 11, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from an Agricultural District to Planned Development District for development of a residential subdivision. (Vicinity: Amarillo Boulevard and Western Street.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Pro Tem Powell opened a public hearing. There were no comments and the public hearing

was closed. Councilmember Hays inquired about the developer's request for exemptions and if they were the standards, and if not, were they setting a precedent as standards. Mr. Valverde replied that they are the planned developer's requested exemptions unique to this area. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Sauer, seconded by Councilmember Hays:

ORDINANCE NO. 7790

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

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

ITEM 3C: Mayor Pro Tem Powell presented the first reading of an ordinance rezoning of a 34.90 acre tract of unplatted land in Section 64, Block 9, BS&F Survey, Randall County Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Nancy Ellen Street and Ellen Hope Street.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Pro Tem Powell opened a public hearing. There were no comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Hays, seconded by Councilmember Smith:

ORDINANCE NO. 7791

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

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

ITEM 3D: Mayor Pro Tem Powell presented a change order for emergency work, calamity work and design revisions. Work includes replacing a failed retaining wall, reconstructing yards to original grade and condition, reconstructing fence both temporary and permanent, stabilizing the channel and raising the storm water system to clear sanitary sewer services found to be in conflict with the original design. This item was presented by Floyd Hartman, Assistant City Manager. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that this item be approved.

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

ITEM 3E: Mayor Pro Tem Powell presented an item authorizing the Amarillo Economic Development Corporation (AEDC) to execute all necessary documents for the purchase of land located at South Georgia Street and Loop 335 in Amarillo. The purchase is for \$3,517,405.00 plus closing costs and inspection related expenses. This item was presented by Kevin Carter, President & CEO of Amarillo EDC. Mr. Miller stated this project was great for the City of Amarillo. Mr. Carter stated this item was approved at the Amarillo Economic Development Corporation's meeting held yesterday. He stated the property was rail served, close to the Loop and I-40. Councilmember Sauer inquired how long it has been since we have owned property to lure businesses to Amarillo in Randall County. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that this item be approved.

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

ITEM 3F: Mr. McWilliams advised a 2:39 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 – Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street. (2) Section 551.087 – Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street.

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

ATTEST:

Frances Hibbs, City Secretary

Freda Powell, Mayor Pro Tem

DRAFT

2B



Amarillo City Council Agenda Transmittal Memo

Meeting Date	June 18, 2019	Council Priority	N/A
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Department	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

This is a second and final reading to consider a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school. The City Council, as the governing body of the City of Amarillo, Texas, and pursuant to Section 109.33 (e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33 (a)(1) of the Texas Alcoholic Beverage Code) for alcohol sales at 3100 SW 6th Avenue, also described as Lot 1, less the south 6ft. and Lots 2 and 3, San Jacinto Heights Amended, in Section 225, Block 2, AB&M Survey, Potter County, Texas.

Applicant: Matt Welch for Old Tascosa Brewing Company LLC
Vicinity: SW 6th Ave. and Virginia St.

Agenda Item Summary

The applicant, who owns the property, is currently operating an event venue within the building on the site. The event venue has been in operation for a period of time and the next phase of operations is to establish a small production brewery with a tasting room. The main focus of the brewery, according to the applicant, is local production and regional distribution with the tasting room having limited hours of operation.

As with most tasting rooms, consumption of the company's various craft beers will be consumed as well as sale of the company's craft beers for off-premise consumption, all occurring during operating hours.

In order to begin the next phase of development, the applicant applied for and was ultimately denied an Alcoholic Beverage License (ABL). Denial of the ABL was based on the fact that the proposed site does not meet the minimum separation distance of 300ft. that a business that sales alcoholic beverages needs to maintain from a private school (San Jacinto Christian Academy).

As measured, the applicant's site is approximately 210ft. from San Jacinto Christian Academy property (Gym) and as such, the applicant is now requesting a variance.

There are several exceptions to the 300-foot minimum separation distance, for example: variances, renewals, and sales/transfers. In this instance, renewals and sales/transfers would not apply, leaving a variance as the only option for the applicant. City Council may allow a variance if they find that enforcement of the regulation:

- is not in the best interest of the public,
- constitutes waste or inefficient use of land or other resources,
- creates an undue hardship on an applicant for a license or permit,
- does not serve its intended purpose,

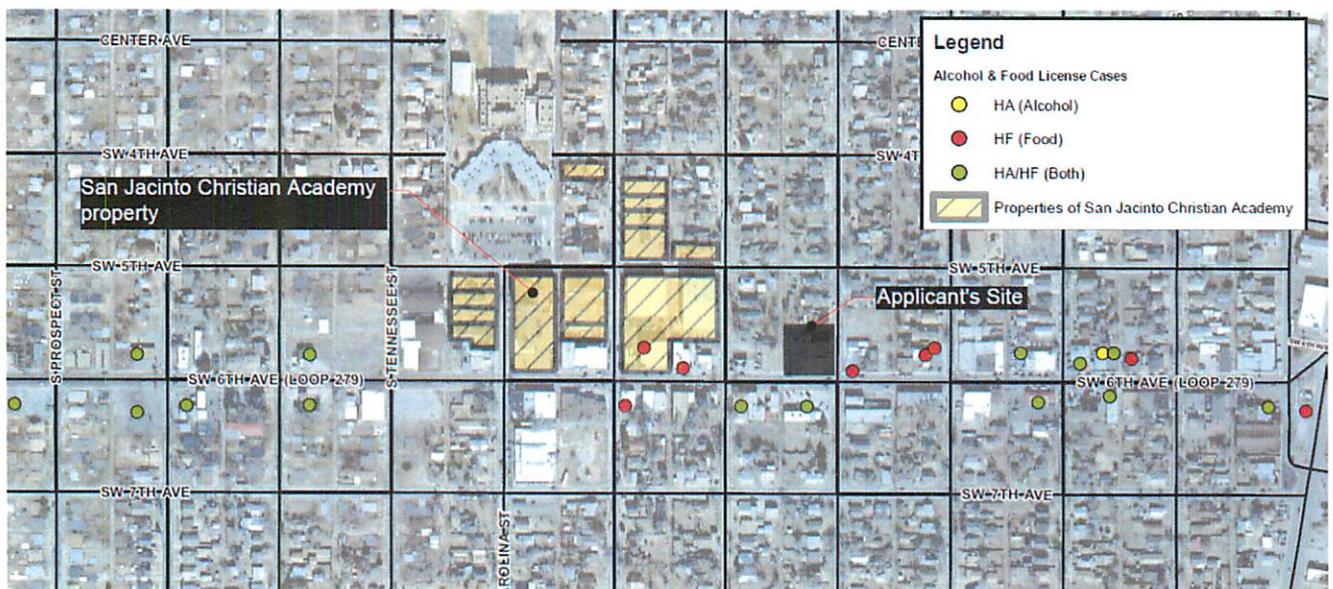
- is not effective or necessary, OR
- is, for any reason, after consideration of the health, safety, and welfare of the public and the equities of the situation, not in the best interest of the community.

Per Section 109.33(c) of the TABC code, “every applicant for an original alcoholic beverage license or permit for a location with a door for which the public may enter the place of business of the applicant that is within 1,000 feet of the nearest property line of a public or private school, measured along street lines and directly across intersection, must give written notice of the application to officials of the public or private school before filing the application with the commission. The applicant has sent such notice, via certified mail, on to all public and private schools within 1,000ft. and the applicant has provided staff a copy. Planning Department staff has not received any opposition to the request.

The applicant provided reasoning for requesting the variance (attached). Staff has summarized the applicant’s letter below.

The reasoning for the minimum separation distance is understood, yet there are several businesses legally selling alcoholic beverages closer to San Jacinto Christian Academy property than the applicant’s site. Additionally, the applicant stated that due to the business plan limiting operations of the brewery (tasting room only, no liquor, and not open during school hours) it’s their belief that no risk to the neighborhood and/or any school children will result if approved.

A map showing the location of the applicant’s site, San Jacinto Christian Academy property, and businesses who have current legal ABL’s is shown below:



Requested Action/Recommendation

Considering the information above, staff believes that granting a variance from the minimum separation distance requirement would not be detrimental to the community’s health, safety, and welfare nor would enforcement serve its intended purpose.

Therefore, staff recommends approval as presented.

ORDINANCE NO. 17789

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR A VARIANCE TO DISTANCE REGULATIONS PROHIBITING THE SALE OF ALCOHOLIC BEVERAGES WITHIN THREE HUNDRED (300) FEET OF A PRIVATE SCHOOL IN ACCORDANCE WITH THE TEXAS ALCOHOLIC BEVERAGE CODE, SECTION 109.33(e), AND AMARILLO MUNICIPAL CODE, SECTION 14-3-5; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR CONTINUATION AND AN EFFECTIVE DATE.

WHEREAS, Matt Welch, property owner of Old Tascosa Brewing Company, LLC., located approximately at S.W. 6th Ave. and Virginia, applied for a variance to distance regulations prohibiting the sale of alcoholic beverages within three hundred (300) feet of a private school, San Jacinto Academy;

WHEREAS, the Texas Alcohol Beverage Code, Section 109.33(a), enables cities to enact regulations prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a private school;

WHEREAS, the City of Amarillo, Texas, has enacted Section 14-3-5 of the City of Amarillo Municipal Code prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a private school; and

WHEREAS, the Texas Alcoholic Beverage Code, Section 109.33(e), permits the governing body of a municipality to allow variances to the distance regulations in appropriate situations as listed below.

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. Variance. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, and after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines that enforcement of the distance regulation in this particular instance:

- _____ would not be in the best interest of the public.
- _____ would constitute waste or inefficient use of land or other resources.
- _____ would create an undue hardship on the applicant.
- _____ would not serve its intended purpose.
- _____ would not be effective or necessary.
- _____ would not be in the best interest of the community.

SECTION 3. The City Council hereby approves and grants a variance to Section 14-3-5 of the City of Amarillo Municipal Code, which was enacted pursuant to the Texas

Alcoholic Beverage Code, Section 109.33(a)(1), for the sale of alcoholic beverages for on and off-purpose consumption at the following location:

3100 SW 6th Avenue, also described as Lot 1, less the south 6ft. and Lots 2 and 3, San Jacinto Heights Amended, in Section 225, Block 2, AB&M Survey, Potter County, Texas.

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

SECTION 5. Repealer. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

SECTION 6. Continuation. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance repealed by this Ordinance.

SECTION 7. Effective Date. This Ordinance shall be effective from and after its date of final passage.

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Regular Agenda Item – Public Hearing
Department	Planning Department		
Contact	Brad Kiewiet - Project Manager Cris Valverde – Assistant Director		

Agenda Caption

Second and final reading of an ordinance Rezoning of a 116.81 acre tract of unplatted land in Section 11, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from an Agricultural District to Planned Development District 390 for development of a residential subdivision. (Vicinity: Amarillo Blvd. and Western St.)

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Agricultural District in all directions.

Adjacent land use consists of single-family detached residences to the north, west, and south and various commercial land uses to the east.

Analysis

Typically planned developments are reserved for developments with unique characteristics such as varying land uses and/or development standards. Considering this first phase of the proposed subdivision, and for the most part the entire subdivision, includes unique elements as mentioned previously (greenways, varying setbacks below typical setbacks, walking trails, and private streets), the applicant believed that in order to create a distinctive subdivision, planned development zoning is warranted.

As a whole, staff is in agreement with the applicant’s opinion and endorsed that planned development zoning be pursued.

Staff typically references the Comprehensive Plan’s Future Land Use Map when a rezoning request is submitted. The Future Land Use map recommends what types of land uses a particular area should develop with. When analyzing the Future Land Use map, Suburban Residential (light yellow) is the recommended development type and is illustrated in the below graphic.

Amarillo City Council Agenda Transmittal Memo



The main land use recommended with Suburban Residential is detached residential dwellings with greater amounts of open space/greenways. When considering the elements proposed with the planned development, staff is of the opinion that the requested rezoning is in conformance with the Future Land Use map's recommended land use.



Requested Action

The applicant is requesting a change in order to develop the first phase of the Trails at Tascosa subdivision. This particular phase is for single-family detached homes with varying setbacks that front upon private streets and include various green spaces such as landscaped medians and private parkways with walking trails.

Community Engagement Summary

Notices have been sent out to 10 property owners within 200 feet regarding this proposed rezoning for each of the public meetings held. At the time of this writing, the Planning Department has not received any comments in favor of or in opposition to this request.

Staff Recommendation

Planning Department Staff recommends approval as submitted.

ORDINANCE NO. 7190

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

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

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

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

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

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

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

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

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

Rezoning of a 116.81 acre tract of unplatted land in Section 11, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from an Agricultural District to Planned Development 390 for development of a residential subdivision.

FIELD NOTES for a 116.81 acre tract of land out of Section 11, Block 9, B. S. & F. Survey, City of Amarillo, Potter County, Texas.

BEGINNING at a 1/2" iron rod set with a yellow cap on the north right-of-way line of Amarillo Boulevard which bears N. 00° 01' 56" W. a distance of 133.83 feet and N. 89° 58' 04" E. a distance of 2429.60 feet from the southwest corner of said Section 11 for the southwest corner of this tract.

THENCE N. 25° 42' 21" W. a distance of 127.61 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a northwesterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of N. 53° 35' 29" W. and a long chord distance of 56.12 feet, a curve length of 58.40 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the right for a corner of this tract.

THENCE continuing in a northwesterly direction along said curve with a radius equal to 100.00 feet, a long chord bearing of N. 29° 40' 12" W. and a long chord distance of 157.19 feet, a curve length of 180.84 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the left for a corner of this tract.

THENCE continuing in a northwesterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of N. 1° 46' 49" W. and a long chord distance of 48.65 feet, a curve length of 50.09 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 25° 41' 50" W. a distance of 151.45 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 18° 11' 58" W. a distance of 56.38 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 25° 42' 21" W. a distance of 99.44 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a northwesterly direction along said curve with a radius equal to 540.00 feet, a long chord bearing of N. 21° 34' 48" W. and a long chord distance of 77.70 feet, a curve length of 77.77 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 72° 32' 46" E. a distance of 80.00 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 59° 06' 53" E. a distance of 149.88 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 25° 26' 03" E. a distance of 604.74 feet 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a northwesterly direction along said curve with a radius equal to 456.18 feet, a long chord bearing of N. 2° 38' 09" W. and a long chord distance of 380.21, a curve length of 392.17 to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 30° 18' 27" W. a distance of 90.00 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 59° 41' 33" E. a distance of 355.02 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 30° 38' 43" W. a distance of 644.87 feet to a 1/2" iron rod set with a yellow cap for the northwest corner of this tract.

THENCE S. 89° 26' 13" E. a distance of 2617.70 feet to a 1/2" iron rod set with a yellow cap for the northeast corner of this tract.

THENCE S. 00° 05' 14" W. a distance of 470.06 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 20° 15' 41" E. a distance of 144.74 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 17° 02' 03" E. a distance of 83.15 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 23° 08' 18" E. a distance of 157.03 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 34° 43' 04" E. a distance of 153.96 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 48° 26' 52" E. a distance of 134.53 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 65° 14' 37" E. a distance of 82.06 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of N. Western Street for a corner of this tract.

THENCE S. 00° 05' 14" W., along said west right-of-way line, a distance of 185.63 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 59° 22' 48" W. a distance of 395.21 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 33° 52' 55" W. a distance of 106.65 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 0° 05' 14" W. a distance of 285.32 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 89° 53' 51" E. a distance of 60.47 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the right with a radius equal to 180.00 feet, a long chord bearing of S. 75° 07' 48" E. and a long chord distance of 91.76 feet, a curve length of 92.79 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 60° 21' 45" E. a distance of 93.35 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 120.00 feet, a long chord bearing of S. 75° 07' 48" E. and a long chord distance of 61.18, a curve length of 61.86 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 89° 53' 51" E. a distance of 110.45 feet to a 1/2" iron rod set with a yellow cap said west right-of-way line of said N. Western Street. for the most easterly northeast corner of this tract.

THENCE S. 0° 05' 14" W., along said west right-of-way line, a distance of 129.29 feet to a 1/2" iron rod set with a yellow cap for the southeast corner of this tract.

THENCE N. 44° 54' 19" W. a distance of 98.00 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 89° 53' 51" W. a distance of 41.18 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a northwesterly direction along a curve to the right with a radius equal to 180.00 feet, a long chord bearing of N. 75° 07' 48" W. and a long chord distance of 91.76 feet, a curve length of 92.79 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 60° 21' 45" W. a distance of 93.35 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a northwesterly direction along a curve to the left with a radius equal to 120.00 feet, a long chord bearing of N. 75° 07' 48" W. and a long chord distance of 61.18 feet, a curve length of 61.86 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 89° 53' 51" W. a distance of 60.45 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 0° 05' 14" W. a distance of 319.11 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE N. 89° 54' 12" W. a distance of 669.41 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southwesterly direction along a curve to the left with a radius equal to 4097.51 feet, a long chord bearing of S. 88° 14' 26" W. and a long chord distance of 317.88 feet, a curve length of 317.93 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 25° 30' 57" W. a distance of 464.42 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line of said Amarillo Boulevard for a corner of this tract.

THENCE in a southwesterly direction along said north right-of-way line and along a curve to the left with a radius equal to 4507.51 feet, a long chord bearing of S. 78° 53' 19" W. and a long chord distance of 726.31 feet, a curve length of 727.10 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 16° 53' 23" W. a distance of 317.97 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a northwesterly direction along said curve with a radius equal to 400.00 feet, a long chord bearing of N. 22° 49' 24" W. and a long chord distance of 82.70 feet, a curve length of 82.85 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southwesterly direction along a curve to the left with a radius equal to 4907.51 feet, a long chord bearing of S. 69° 32' 13" W. and a long chord distance of 776.26 feet, a curve length of 777.08 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE S. 25° 41' 50" E. a distance of 34.57 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the left for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of S. 46° 16' 01" E. and a long chord distance of 42.16 feet, a curve length of 43.06 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the right for a corner of this tract.

THENCE continuing in a southeasterly direction along said curve with a radius equal to 100.00 feet, a long chord bearing of S. 18° 23' 09" E. and a long chord distance of 149.68 feet, a curve length of 169.13 feet to a 1/2" iron rod set with a yellow cap at the end of said curve same being at the beginning of a curve to the left for a corner of this tract.

THENCE in a southwesterly direction along said curve with a radius equal to 60.00 feet, a long chord bearing of S. 2° 10' 47" W. and a long chord distance of 56.12 feet, a curve length of 58.40 feet to a 1/2" iron rod set with a yellow cap at the end of said for a corner of this tract.

THENCE S. 25° 42' 21" E. a distance of 127.61 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line of said Amarillo Boulevard for a corner of this tract.

THENCE in a southwesterly direction along said right-of-way line and along said curve with a radius equal to 4507.51 feet, a long chord bearing of S. 64° 17' 39" W. and a long chord distance of 60.00 feet, a curve length of 60.00 feet to the place of BEGINNING and containing 116.81 acres (5,088,438 square feet) of land.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 11th day of June, 2019 and **PASSED** on Second and Final Reading on this the 18th day of June, 2019.

Ginger Nelson, Mayor

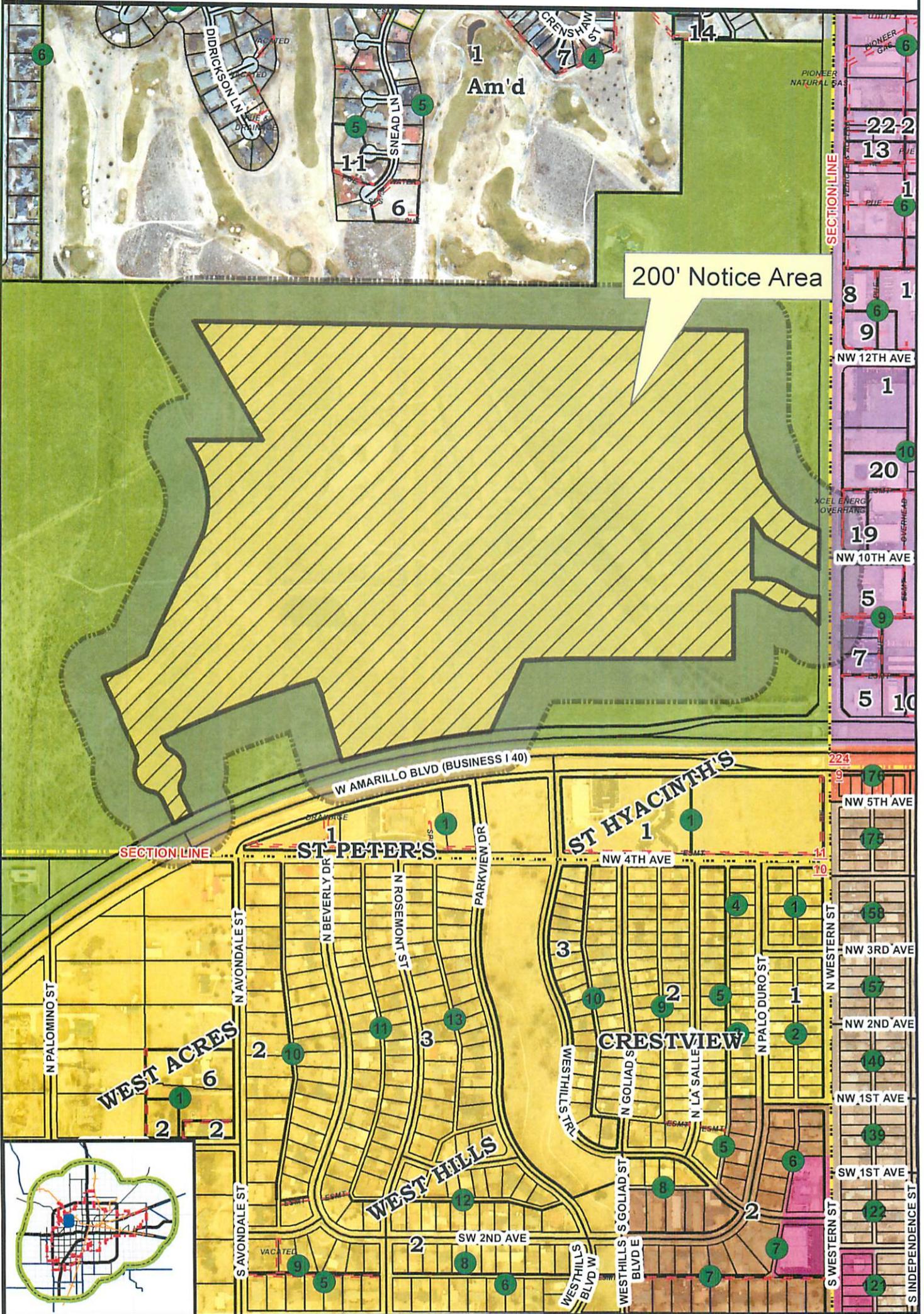
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

From A to PD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 550 feet
 Date: 5/28/2019
 Case No: Z-19-04



Rezoning of 116.81 acre tract of land in Section 11, block 9, BS&F Survey, Potter County, Texas to change from an Agricultural District to a Planned Development District for The Trails at Tascosa Golf Course.

Applicant: Peter C Bowes

Tax Account: R-370-0110-0001.0, R-370-0110-0400.0,
 R-370-0110-0150.0, R-370-0110-0100.0,
 R-370-0110-0750.0, R-370-0110-0700.0

AP: K10

STATE OF TEXAS §
COUNTIES OF POTTER §
AND RANDALL §
CITY OF AMARILLO §

On the 29th day of May, 2019, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, and then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 601 S. Buchanan, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
Jonathan Morris	Y	8	7
Royce Gooch	Y	29	26
Rob Parker, Chairman	N	111	93
Jason Ault	Y	8	4
Bowden Jones	Y	73	56
Dick Ford	Y	56	47
Pedro Limas, Vice Chair	Y	8	8

PLANNING DEPARTMENT STAFF:

Andrew Freeman, Director of Planning and Development Services
Cris Valverde, Assistant Director of Planning and Development Services
Bradley Kiewiet, Planner I
Brady Kendrick, Planner I
Hannah Green, Recording Secretary

Acting Chairman Limas opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Cris Valverde gave the recommendations for the agenda items.

- I. Call to order and establish a quorum is present.
- II. Public Comment: Citizens who desire to address the Planning and Zoning Commission with regard to matters on the agenda or having to do with policies, programs, or services will be received at this time. The total time allotted for comments is three (3) minutes per speaker. Planning and Zoning Commission may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff.
(Texas Attorney General Opinion. JC-0169)

No comments were made.

- III. Consent Agenda: The Commission may request a consent agenda item to be moved to the Regular Agenda for presentation and comment. Otherwise, the consent agenda will be considered in one vote. Consent agenda items are routine items recommended for approval, and which do not include requests for waivers or variances.

- 1: Approval of the minutes of the May 13, 2019 meeting.

A motion to approve the minutes as submitted was made by Commissioner Gooch, seconded by Commissioner Morris, and carried unanimously.

- IV. Regular Agenda:

- 1: SUBDIVISION PLAT/S: The Planning and Zoning Commission will consider the following subdivision plat/s:

- A. P-19-27 Digger Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 146, Block 2, AB&M Survey, Randall County, Texas.
VICINITY: Osage St. and McCormick Rd.
DEVELOPER/S: TJSJ Howard Properties

Bradley Kiewiet, Planner I, presented the above-proposed replat. Mr. Kiewiet ended the presentation with a staff request that a corrected original be allowed to be submitted for signing at a later date if needed regarding the requested variance.

Acting Chairman Limas asked if there was anyone in favor of this item. Jennifer Howard, applicant, stood to explain the reason for the desired variance.

Acting Chairman Limas asked if there was anyone against this item. No comments were made.

A motion to approve the variance with P-19-27 was made by Commissioner Ford, seconded by Commissioner Morris, and carried unanimously.

- B. P-19-29 Bishop Estates Unit No. 9, a suburban subdivision to the City of Amarillo, being a replat of a portion of Lot 53, Block 2, Bishop Estates Unit No. 2, in Section 90, Block 9, BS&F Survey, Potter County, Texas.
VICINITY: Tascosa Rd. and Ranch View Dr.
DEVELOPER/S: Hal Pettigrew

Bradley Kiewiet, Planner I, presented the above-proposed replat. Mr. Kiewiet ended the presentation with a staff recommendation of approval.

Acting Chairman Limas asked if there was anyone in favor of this item. David Hieman, stood in favor of the septic system.

Acting Chairman Limas asked if there was anyone against this item. No comments were made.

A motion to approve P-19-29 was made by Commissioner Jones, seconded by Commissioner Ault, and carried unanimously.

- C. P-19-39 Rockwell Place Unit No.23, a suburban subdivision to the City of Amarillo, being a replat of Tract 12, Rockwell Place Unit No.1, in Section 32, Block 1, T.T.R.R. Co. Survey, Randall County, Texas.
VICINITY: Robin Rd. and Kim Rd.
DEVELOPER/S: Mary Marrugo

Brady Kendrick, Planner I, presented the above-proposed replat. Mr. Kendrick ended the presentation with a staff recommendation of tabling this item until the next meeting.

Acting Chairman Limas asked if there was anyone in favor of or against this item. No comments were made.

A motion to approve P-19-39 was made by Commissioner Gooch, seconded by Commissioner Jones, and carried unanimously.

- D. P-19-43 Bishop Estates Unit No.10, a suburban subdivision to the City of Amarillo, being a replat of Lot 77, Block 1, Bishop Estates Unit No.1, in Section 114, Block 9, BS&F Survey, Potter County, Texas.
VICINITY: Estates Dr. and Mile View Dr.
DEVELOPER/S: Justin Appling for CMH Homes Inc.

Brady Kendrick, Planner I, presented the above-proposed replat. Mr. Kendrick ended the presentation with a staff recommendation of approval.

Acting Chairman Limas asked if there was anyone in favor of or against this item. No comments were made.

A motion to approve P-19-43 was made by Commissioner Ault, seconded by Commissioner Jones, and carried unanimously.

- E. P-19-45 Western Estates Unit No. 8, a suburban subdivision to the City of Amarillo, being a replat of the north 55 feet of Lot 39 and the south 110 feet of Lot 40, Block 7, Western Estates Unit No. 4, in Section 1, Block 9, BS&F Survey, Randall County, Texas.
VICINITY: Estates Dr. and Mile View Dr.
DEVELOPER/S: Justin Appling for CMH Homes Inc.

Brady Kendrick, Planner I, presented the above-proposed replat. Mr. Kendrick ended the presentation with a staff recommendation of approval.

Acting Chairman Limas asked if there was anyone in favor of or against this item. No comments were made.

A motion to approve the resubmission of P-19-45 was made by Commissioner Morris, seconded by Commissioner Gooch, and carried unanimously.

2: REZONING/S: The Planning and Zoning Commission will consider the following rezoning/s:

- A. Z-19-03 Rezoning of a 34.90 acre tract of unplatted land in Section 64, Block 9, BS&F Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3.
VICINITY: Nancy Ellen St. and Ellen Hope St.
APPLICANT/S: Noah Williams for P Dub Investments, LTD

Brady Kendrick, Planner I, presented the above-proposed rezoning. Mr. Kendrick noted that the applicant was requesting approval of a rezoning from Agriculture District (A) to Residential District 3 (R-3) in order to continue pattern of the established Hillside Terrace Estates Subdivision. Mr. Kendrick ended the presentation with a staff recommendation of approval.

Acting Chairman Limas asked if there was anyone in favor or against this item. No comments were made.

A motion to approve Z-19-03 was made by Commissioner Ault, seconded by Commissioner Jones, and carried unanimously.

- B. Z-19-04 Rezoning of a 116.81 acre tract of unplatted land in Section 11, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from an Agricultural District to Planned Development District for development of a residential subdivision.
VICINITY: Amarillo Blvd. and Western St.
APPLICANT/S: Peter Bowes

Bradley Kiewiet, Planner I, presented the above-proposed rezoning. Mr. Kiewiet noted that the applicant was requesting approval of a rezoning Agriculture District (A) to a Planned Development (PD) in order to develop a residential subdivision. Mr. Kiewiet ended the presentation with a staff recommendation of approval. City staff then took questions from the board.

Acting Chairman Limas asked if there was anyone in favor of this item. Jessie Arredondo, representing the applicant, stood to further explain the plans for the land should approval be given and answer questions from the board.

Acting Chairman Limas asked if there was anyone against this item. No comments were made.

A motion to approve Z-19-04 was made by Commissioner Ford, seconded by Commissioner Morris, and carried unanimously.

3: Discuss Items for Future Agendas.

Commissioner Jones asked city staff about the septic tank approval process and what it entails regarding the Commission. There was a discussion between the board and staff regarding right of way and septic systems.

No further comments were made and the meeting was adjourned at 3:48 P.M.

Cris Valverde, Assistant Director of Planning
Planning and Zoning Commission

2D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Regular Agenda Item – Public Hearing
Department	Planning and Development Services		
Contact	Cris Valverde – Assistant Director of Planning and Development Services		

Agenda Caption

Second and final reading of an ordinance rezoning of a 34.90 acre tract of unplatted land in Section 64, Block 9, BS&F Survey, Randall County Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Nancy Ellen St. & Ellen Hope St.)

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consist of land outside of the city limits to the west, Agricultural District to the north and south, Residential District 2 to the east, Residential District 1 to the east, and Moderate Density District to the east.

Adjacent land use consists of residences to the east and vacant land to the north, south and west.

Analysis

Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, staff considers what impact on area existing zoning and development patterns as well as its conformity to the Neighborhood Unit Concept (NUC) of development.

The Comprehensive Future Land Use and Character Map designates this area as "suburban residential" development which recommends single-family detached dwellings, such as the residential product proposed by the applicant and allowed with Residential District 3.

Understanding that the request is to allow for single-family detached home development and considering the predominate residential zoning and land use pattern in the area is single-family detached homes, staff is of the opinion that this rezoning request is consistent with the current pattern of development within the Hillside Terrace Estates Subdivision.

Residential District 3 allows single-family detached homes that are of a higher density due to the smaller minimum lot size (5,000 square feet) and reduced front-yard setbacks (15 feet) when compared the other residential zoning districts of Residential 1 and 2. This higher single-family residential zoning is typically found at the outer edges of a subdivision. Doing so helps mitigate any negative impacts on traditional residential land uses from commercial areas and/or heavily travelled thoroughfares that typically border a square mile section of line. Considering the location of the requested rezoning within the subdivision (outer edge), the proposed higher density residential zoning is consistent with the Neighborhood Unit Concept of

Amarillo City Council Agenda Transmittal Memo



development.

Requested Action

The applicant is requesting a rezoning from Agricultural District (A) to Residential District 3 (R-3) to allow for the development of single family detached homes.

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 52 property owners within 200 feet regarding this proposed rezoning for the public meetings held. At the time of this writing, the Planning Department has received no comments for or against this request.

Staff Recommendation

Planning Department recommends the City Council approve the item as submitted.

ORDINANCE NO. 7791

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

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

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

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

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

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

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

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

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

Rezoning of a 34.90+/- acre tract of unplatted land in Section 64, Block 9, BS&F Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 and being further described below:

A 34.90+/- acre tract of land situated in Section 64, Block 9, B.S. & F. Survey, Randall County, Texas and being a portion of a 545.99+/- acre tract as described in that certain instrument recorded under Clerk's File No. 2006009301 of the Official Public Records of Randall County, Texas, said 34.90+/- acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of this tract of land being a point in the West line of said Section 64, from whence a 1/2 inch iron rod found at the Southwest corner of said Section 64 bears S. 00° 24' 50" E. 624.51 feet;

THENCE N. 00° 24' 50" W. 1860.00 feet along the West line of said Section 64 to the Northwest corner of this tract of land, from whence a 1-1/2 inch iron pipe found at the Northwest corner of said Section 64 bears N. 00° 24' 50" W. 2937.03 feet;

THENCE N. 89° 38' 18" E. 1272.68 feet to the Northwest corner of Hillside Terrace Estates Unit No. 20, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2013008328 of the Official Public Records of Randall County, Texas, same being the Northeast corner of this tract of land;

THENCE S. 20° 17' 30" E. 136.27 feet along the West line of said Hillside Terrace Estates Unit No. 20 to the Northeast corner of Hillside Terrace Estates Unit No. 24, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2016008874 of the Official Public Records of Randall County, Texas, same being the beginning of a curve to the right whose center bears N. 20° 17' 26" W. 115.00 feet;

THENCE Southwesterly 40.00 along said curve to the right with a long chord of S 79° 40' 28" W. 39.80 feet to the end of said curve;

THENCE S. 89° 38' 18" W. 499.22 feet along the North line of said Hillside Terrace Unit No. 24 to the Northwest corner of said Unit No. 24;

THENCE S. 00° 21' 42" E. 1725.00 feet along the West line of said Hillside Terrace Estates Unit No. 24, continuing along the entire West line of Hillside Terrace Estates Unit No. 18, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2012016662 of the Official Public Records of Randall County, Texas, and continuing further along the West line of Hillside Terrace Estates Unit No. 17, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2013008537 of the Official Public Records of Randall County, Texas to the Southeast corner of this tract of land;

THENCE S. 89° 38' 18" W. 779.02 feet to the POINT OF BEGINNING and containing 34.90 acres of land, more or less.

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

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this

ordinance are hereby repealed, to the extent of such conflict.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 11th day of June, 2019 and **PASSED** on Second and Final Reading on this the 18th day of June, 2019.

Ginger Nelson, Mayor

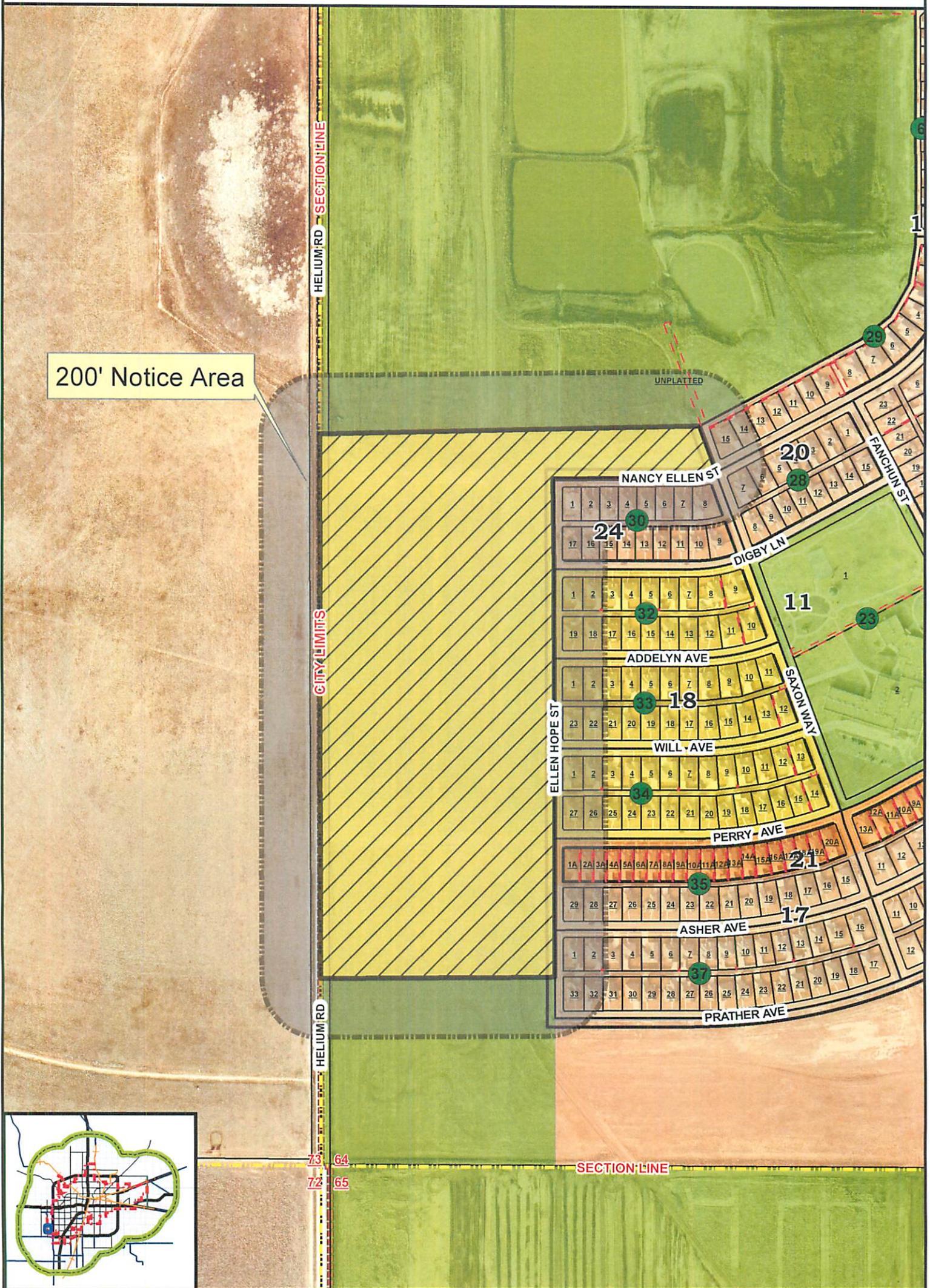
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM A TO R-3



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
 Date: 4/5/2019
 Case No: Z-19-03



Rezoning of 34.90+/- tract of unplatted land in Section 64, Block 9, BS&F Survey, Randall County, Texas to change from an Agricultural District to a Residential-3 district.

Vicinity: Nancy Ellen St. and Ellen Hope St.
 Applicant: Noah Williams for P Dub Investments, LTD
 Tax Account Number: R-370-0640-3000.0

AP: H16



Amarillo City Council Agenda Transmittal Memo



Meeting Date	06/18/2019	Council Priority	Longterm Plan for Infrastructure
Department	Capital Projects & Development Engineering		
Contact	Matt Thomas, City Engineer		

Agenda Caption

CONSIDER: Change Order No. 2, Job 530009, Bid 6224, Northwest Interceptor.
 McKee Utility, Inc: \$27,640.25
 Original Contract: \$ 10,650,000.00
 Current Change Order: \$ 27,640.25
 Previous Change Orders: \$ 131,570.00
 Revised Contract Total: \$ 10,809,210.25
 The change order includes relocating a manhole to accommodate proposed private development. The cost of the change order is being covered by the developer.

Agenda Item Summary

Requested Action

Consider approval of Change Order No. 2 for execution by the City Manager.

Funding Summary

A memorandum of agreement was completed with an adjacent developer. Funds have been provided by the developer and are allocated to cover the cost of this change order. Original funding for the job was approved in the FY16/17 CIP, as well as previous years' budgets, and is funded through the water and sewer revenue bonds in May 2017.

Community Engagement Summary

The work included in this change order has minimal impact on the community. City staff and its contractor have had extensive coordination with individual affected landowners, and will continue to do so as the project progresses.

Staff Recommendation

Staff is recommending approval and execution of Change Order No. 2.

CHANGE ORDER # 2
CITY OF AMARILLO
CAPITAL PROJECTS & DEVELOPMENT ENGINEERING

JOB NO. 530009 - FY 2017 -2021
Community Investment Program Wastewater Collection Improvements:
Northwest Interceptor
BID NO. 6224

DATE: 05/28/2019

CONTRACTOR: McKee Utility, Inc.

CHANGE ORDER NO. 2

DESCRIPTION OF CHANGE

Change Order No. 2 addresses a manhole originally located STA 188+67.27 and relocated to STA 189+98.27 due to a proposed development's sanitary sewer needing to tie-in at a more nearby location. The work will include the effort to adjust the manhole to STA 189+98.72, adding an 8-inch drop pipe, providing additional embedment, and flow fill for the drop pipe support. Sheet SS19 (attached) shows the new manhole location.

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATE QUAN.	REVISED ESTIMATE QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
CO 2-1	Adjust MH to STA 189+98.72	0	1		1 LS	\$ 27,840.25	27,840.25
NET THIS CHANGE ORDER							\$ 27,840.25
PREVIOUS CHANGE ORDERS							\$ 131,570.00
TOTAL OF CHANGE ORDERS							159,210.25
ORIGINAL CONTRACT TOTAL							\$ 10,650,000.00
REVISED CONTRACT TOTAL							\$ 10,809,210.25
							Percent changed 1.47%

ORIGINAL CONTRACT TIME	420 calendar days
PREVIOUS CHANGE ORDERS	N/A
NET THIS CHANGE ORDER	N/A
TOTAL CONTRACT TIME	420 calendar days

APPROVED:

McKee Utility Contractors, Inc.
Contractor

T. M. Miller Vice President
By

Purchasing Agent/ City Manager

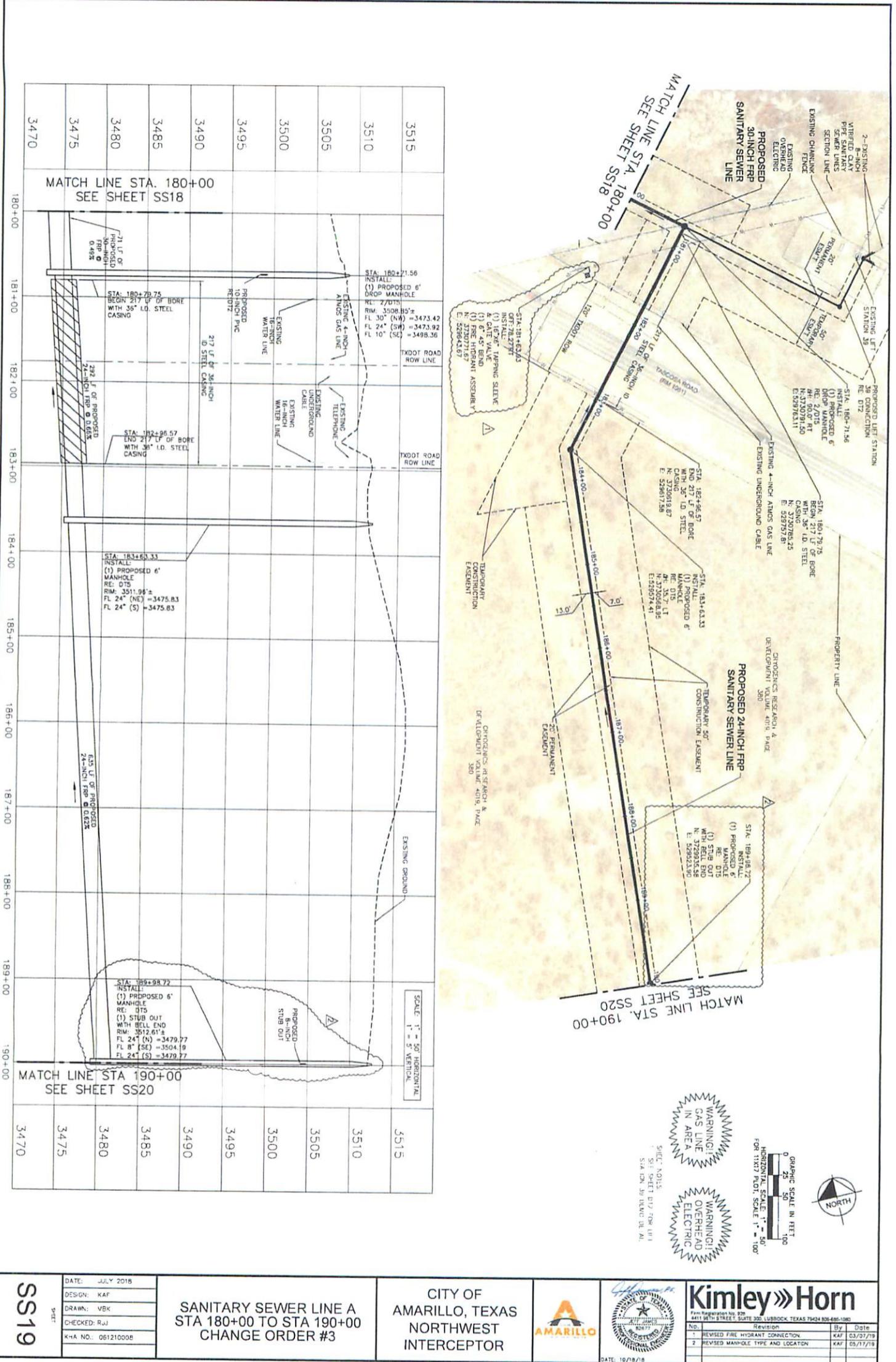
RECOMMENDED:

Kenny Mar
Project Engineer/Project Manager

Markham Zuber 06-06-19
City Engineer

J. H. [Signature] 6-6-19
Director of Capital Projects & Development Engineering

cc: Departmental
Accounting
Contractor
Project Representative
Public Works Project Coord.



3470	3475	3480	3485	3490	3495	3500	3505	3510	3515
MATCH LINE STA. 180+00 SEE SHEET SS18									
STA: 180+79.75 BEGIN 217 LF OF BORE WITH 36" I.D. STEEL CASING									
STA: 182+96.57 END 217 LF OF BORE WITH 36" I.D. STEEL CASING									
STA: 183+63.33 INSTALL (1) PROPOSED 6' MANHOLE RE: DTS RM: 3511.99± FL 24" (NE) = 3475.83 FL 24" (S) = 3475.83									
STA: 189+98.72 INSTALL (1) PROPOSED 6' MANHOLE RE: DTS (1) STUB OUT WITH BELL END RM: 3512.61± FL 24" (N) = 3479.77 FL 8" (SE) = 3504.19 FL 24" (S) = 3479.77									
MATCH LINE STA 190+00 SEE SHEET SS20									
3470	3475	3480	3485	3490	3495	3500	3505	3510	3515

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

SS19	DATE: JULY 2018
	DESIGN: KAF
	DRAWN: VBK
	CHECKED: RJJ
	K/A No.: 061210008

**SANITARY SEWER LINE A
STA 180+00 TO STA 190+00
CHANGE ORDER #3**

CITY OF
AMARILLO, TEXAS
NORTHWEST
INTERCEPTOR



Kimley»Horn

2700 West 11th Street, Suite 300, Lubbock, Texas 79424 806-486-1080

No.	Revision	By	Date
1	REVISED FIRE HYDRANT CONNECTION	KAF	03/07/19
2	REVISED MANHOLE TYPE AND LOCATION	KAF	05/17/19

DATE: 10/28/18

WARNING!
GAS LINE
IN AREA

WARNING!
OVERHEAD
ELECTRIC

SHEET NOTES:
1. SEE SHEET D17 FOR U/I
2. STA 180 TO 190 DATED 06/14/18



GRAPHIC SCALE IN FEET
0 25 50
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

6224 Best Value Bid for FY 2017-2021 Community Investment Program Waste Water Collection Improvements: Northwest Interceptor
 Opened 4:00 p.m., November 29, 2018

To be awarded as one lot	McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spieess Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas
Line 1 Mobilization, Bonding and Insurance, per specifications 1 LS							
Unit Price	\$411,668.000	\$500,000.00	\$540,000.00	\$550,000.00	\$650,000.00	\$485,109.00	\$650,000.00
Extended Price	411,668.00	500,000.00	540,000.00	550,000.00	650,000.00	485,109.00	650,000.00
Line 2 Site Preparation, per specifications 1 LS							
Unit Price	\$420,000.000	\$300,000.00	\$30,000.000	\$100,000.00	\$525,000.00	\$42,000.00	\$650,000.00
Extended Price	420,000.00	300,000.00	30,000.00	100,000.00	525,000.00	42,000.00	650,000.00
Line 3 Traffic Control, per specifications 1 LS							
Unit Price	\$5,000.000	\$1,500.00	\$7,500.000	\$40,000.00	\$25,000.00	\$15,000.00	\$50,000.00
Extended Price	5,000.00	1,500.00	7,500.00	40,000.00	25,000.00	15,000.00	50,000.00
Line 4 Temporary Erosion Sedimentation and Water Pollution Prevention and Control, per specifications 1 LS							
Unit Price	\$40,000.000	\$5,000.00	\$40,000.000	\$80,000.00	\$45,000.00	\$72,000.00	\$30,000.00
Extended Price	40,000.00	5,000.00	40,000.00	80,000.00	45,000.00	72,000.00	30,000.00
Line 5 Seeding and Grade Repair, per specifications 278,700 SY							
Unit Price	\$0.250	\$0.25	\$0.470	\$0.50	\$0.48	\$1.00	\$0.82
Extended Price	69,675.00	69,675.00	130,989.00	139,350.00	133,776.00	278,700.00	228,534.00
Line 6 Temporary Bypass Pumping, per specifications 1 LS							
Unit Price	\$50,000.000	\$1.00	\$20,000.000	\$50,000.00	\$30,000.00	\$36,000.00	\$366,000.00
Extended Price	50,000.00	1.00	20,000.00	50,000.00	30,000.00	36,000.00	366,000.00
Line 7 Miscellaneous (Gates, Fence Repair), per specifications 1 LS							
Unit Price	\$50,000.000	\$7,500.00	\$15,000.000	\$27,000.00	\$50,000.00	\$73,000.00	\$19,000.00
Extended Price	50,000.00	7,500.00	15,000.00	27,000.00	50,000.00	73,000.00	19,000.00

To be awarded as one lot	McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spieess Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas
Line 8 Lift Station 40 Access Road, per specifications							
6,950 SY							
Unit Price	\$10,000	\$70.00	\$9,000	\$10.00	\$15.00	\$20.00	\$21.00
Extended Price	69,500.00	139,000.00	62,550.00	69,500.00	104,250.00	139,000.00	145,950.00
Line 9 42" Dia FRP Sewer Pipe (Open Cut, 0'-6' Depth), per specifications							
396 LF							
Unit Price	\$230,000	\$350.00	\$250,000	\$230.00	\$370.00	\$294.00	\$316.00
Extended Price	91,080.00	138,600.00	99,000.00	91,080.00	146,520.00	116,424.00	125,136.00
Line 10 42" Dia FRP Sewer Pipe (Open Cut, 6'-8' Depth), per specifications							
308 LF							
Unit Price	\$235,000	\$350.00	\$252,000	\$240.00	\$380.00	\$294.00	\$316.00
Extended Price	72,380.00	107,800.00	77,616.00	73,920.00	117,040.00	90,552.00	97,328.00
Line 11 42" Dia FRP Sewer Pipe (Open Cut, 8'-10' Depth), per specifications							
250 LF							
Unit Price	\$240,000	\$350.00	\$254,000	\$260.00	\$390.00	\$302.00	\$316.00
Extended Price	60,000.00	87,500.00	63,500.00	65,000.00	97,500.00	75,500.00	79,000.00
Line 12 42" Dia FRP Sewer Pipe (Open Cut, 10'-12' Depth), per specifications							
759 LF							
Unit Price	\$245,000	\$350.00	\$256,000	\$265.00	\$400.00	\$302.00	\$316.00
Extended Price	185,955.00	265,650.00	194,304.00	201,135.00	303,600.00	229,218.00	239,844.00
Line 13 42" Dia FRP Sewer Pipe (Open Cut, 12'-14" Depth), per specifications							
350 LF							
Unit Price	\$250,000	\$350.00	\$258,000	\$270.00	\$410.00	\$312.00	\$316.00
Extended Price	87,500.00	122,500.00	90,300.00	94,500.00	143,500.00	109,200.00	110,600.00
Line 14 36" Dia FRP Sewer Pipe (Open Cut, 0'-6' Depth), per specifications							
286 LF							
Unit Price	\$210,000	\$300.00	\$220,000	\$205.00	\$360.00	\$251.00	\$290.00
Extended Price	60,060.00	85,800.00	62,920.00	58,630.00	102,960.00	71,786.00	82,940.00
To be awarded as one lot	McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spieess Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas

Line 22 30" Dia FRP Sewer Pipe (Open Cut,14'-16" Depth), per specifications 1,820 LF	Unit Price \$225.000	409,500.00	\$185.00	336,700.00	\$200.000	364,000.00	\$230.00	418,600.00	\$265.00	482,300.00	\$236.00	429,520.00	\$267.00	485,940.00
Extended Price														
Line 23 30" Dia FRP Sewer Pipe (Open Cut, 16'-18" Depth), per specifications 707 LF	Unit Price \$230.000	162,610.00	\$185.00	130,795.00	\$202.000	147,814.00	\$240.00	169,680.00	\$275.00	194,425.00	\$249.00	176,043.00	\$267.00	188,769.00
Extended Price														
Line 24 30" Dia FRP Sewer Pipe (Open Cut,18'-20" Depth), per specifications 805 LF	Unit Price \$235.000	189,175.00	\$185.00	148,925.00	\$205.000	165,025.00	\$250.00	201,250.00	\$285.00	229,425.00	\$249.00	200,445.00	\$267.00	214,935.00
Extended Price														
Line 25 30" Dia FRP Sewer Pipe (Open Cut,20'-22' Depth), per specifications 425 LF	Unit Price \$240.000	102,000.00	\$185.00	78,625.00	\$210.000	89,250.00	\$260.00	110,500.00	\$295.00	125,375.00	\$277.00	117,725.00	\$267.00	113,475.00
Extended Price														
Line 26 30" Dia FRP Sewer Pipe (Open Cut, 22'-24" Depth), per specifications 392 LF	Unit Price \$245.000	96,040.00	\$185.00	72,520.00	\$215.000	84,280.00	\$270.00	105,840.00	\$370.00	145,040.00	\$277.00	108,584.00	\$267.00	104,664.00
Extended Price														
Line 27 30" Dia FRP Sewer Pipe (Open Cut,24'-26' Depth), per specifications 185 LF	Unit Price \$250.000	46,250.00	\$185.00	34,225.00	\$220.000	40,700.00	\$280.00	51,800.00	\$370.00	68,450.00	\$277.00	51,245.00	\$267.00	49,395.00
Extended Price														
Line 28 30" Dia FRP Sewer Pipe (Open Cut, 26'-28" Depth), per specifications 244 LF	Unit Price \$255.000	62,220.00	\$185.00	45,140.00	\$230.000	56,120.00	\$290.00	70,760.00	\$370.00	90,280.00	\$301.00	73,444.00	\$267.00	65,148.00
Extended Price														
To be awarded as one lot	Mckee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spieess Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas							

Line 29 30" Dia FRP Sewer Pipe (Open Cut, 28'-30' Depth), per specifications	295 LF	Unit Price \$260.000	76,700.00	\$185.00	54,575.00	\$240.000	70,800.00	\$300.00	88,500.00	\$370.00	109,150.00	\$301.00	88,795.00	\$267.00	78,765.00
Line 30 30" Dia FRP Sewer Pipe (Open Cut, 30'-32' Depth), per specifications	192 LF	Unit Price \$265.000	50,880.00	\$185.00	35,520.00	\$255.000	48,960.00	\$310.00	59,520.00	\$370.00	71,040.00	\$337.00	64,704.00	\$267.00	51,264.00
Line 31 30" Dia FRP Sewer Pipe (Open Cut, 32'-34' Depth), per specifications	156 LF	Unit Price \$270.000	42,120.00	\$185.00	28,860.00	\$270.000	42,120.00	\$330.00	51,480.00	\$370.00	57,720.00	\$337.00	52,572.00	\$267.00	41,652.00
Line 32 30" Dia FRP Sewer Pipe (Open Cut, 34'-36' Depth), per specifications	161 LF	Unit Price \$275.000	44,275.00	\$185.00	29,785.00	\$300.000	48,300.00	\$355.00	57,155.00	\$370.00	59,570.00	\$398.00	64,078.00	\$267.00	42,987.00
Line 33 30" Dia FRP Sewer Pipe (Open Cut, 36'-38' Depth), per specifications	87 LF	Unit Price \$280.000	24,360.00	\$185.00	16,095.00	\$325.000	28,275.00	\$360.00	31,320.00	\$370.00	32,190.00	\$519.00	45,153.00	\$267.00	23,229.00
Line 34 24" Dia FRP Sewer Pipe (Open Cut, 0'-6' Depth), per specifications	36 LF	Unit Price \$200.000	7,200.00	\$185.00	6,660.00	\$188.000	6,768.00	\$168.00	6,048.00	\$250.00	9,000.00	\$187.00	6,732.00	\$248.00	8,928.00
Line 35 24" Dia FRP Sewer Pipe (Open Cut, 6'-8' Depth), per specifications	31 LF	Unit Price \$205.000	6,355.00	\$175.00	5,425.00	\$190.000	5,890.00	\$178.00	5,518.00	\$260.00	8,060.00	\$187.00	5,797.00	\$248.00	7,688.00
To be awarded as one lot		McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spieess Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas							

Line 36 24" Dia FRP Sewer Pipe (Open Cut, 8'-10' Depth), per specifications	74	LF	Unit Price \$210.000	15,540.00	\$175.00	12,950.00	\$197.000	14,208.00	\$198.00	14,652.00	\$270.00	19,980.00	\$195.00	14,430.00	\$248.00	18,352.00
Extended Price																
Line 37 24" Dia FRP Sewer Pipe (Open Cut, 10'-12' Depth), per specifications	135	LF	Unit Price \$215.000	29,025.00	\$175.00	23,625.00	\$194.000	26,190.00	\$203.00	27,405.00	\$280.00	37,800.00	\$195.00	26,325.00	\$248.00	33,480.00
Extended Price																
Line 38 24" Dia FRP Sewer Pipe (Open Cut, 12'-14' Depth), per specifications	254	LF	Unit Price \$220.000	55,880.00	\$175.00	44,450.00	\$196.000	49,784.00	\$208.00	52,832.00	\$290.00	73,660.00	\$205.00	52,070.00	\$248.00	62,992.00
Extended Price																
Line 39 24" Dia FRP Sewer Pipe (Open Cut, 14'-16' Depth), per specifications	338	LF	Unit Price \$225.000	76,050.00	\$175.00	59,150.00	\$198.000	66,924.00	\$213.00	71,994.00	\$300.00	101,400.00	\$205.00	69,290.00	\$248.00	83,824.00
Extended Price																
Line 40 24" Dia FRP Sewer Pipe (Open Cut, 16'-18' Depth), per specifications	608	LF	Unit Price \$230.000	139,840.00	\$175.00	106,400.00	\$200.000	121,600.00	\$218.00	132,544.00	\$310.00	188,480.00	\$218.00	132,544.00	\$248.00	150,784.00
Extended Price																
Line 41 24" Dia FRP Sewer Pipe (Open Cut, 18'-20' Depth), per specifications	539	LF	Unit Price \$235.000	126,665.00	\$175.00	94,325.00	\$202.000	108,878.00	\$223.00	120,197.00	\$320.00	172,480.00	\$218.00	117,502.00	\$248.00	133,672.00
Extended Price																
Line 42 24" Dia FRP Sewer Pipe (Open Cut, 20'-22' Depth), per specifications	662	LF	Unit Price \$240.000	158,880.00	\$175.00	115,850.00	\$207.000	137,034.00	\$230.00	152,260.00	\$320.00	211,840.00	\$242.00	160,204.00	\$248.00	164,176.00
Extended Price																

To be awarded as one lot McKee Utility Contractors Thalle Construction Co Inc Utility Contractors of America Spiess Construction Co Inc Flatiron Constructors Inc MH Civil Constructors Inc SJ Louis Construction of Texas

Line 43 24" Dia FRP Sewer Pipe (Open Cut, 22'-24' Depth), per specifications	203 LF	Unit Price \$245.000	49,735.00	\$175.00	35,525.00	\$212.000	43,036.00	\$240.00	48,720.00	\$320.00	64,960.00	\$242.00	49,126.00	\$248.00	50,344.00
Line 44 24" Dia FRP Sewer Pipe (Open Cut, 24'-26' Depth), per specifications	266 LF	Unit Price \$250.000	66,500.00	\$175.00	46,550.00	\$217.000	57,722.00	\$250.00	66,500.00	\$320.00	85,120.00	\$266.00	70,756.00	\$248.00	65,968.00
Line 45 24" Dia FRP Sewer Pipe (Open Cut, 26'-28' Depth), per specifications	719 LF	Unit Price \$255.000	183,345.00	\$175.00	125,825.00	\$222.000	159,618.00	\$260.00	186,940.00	\$320.00	230,080.00	\$266.00	191,254.00	\$248.00	178,312.00
Line 46 24" Dia FRP Sewer Pipe (Open Cut, 28'-30' Depth), per specifications	454 LF	Unit Price \$260.000	118,040.00	\$175.00	79,450.00	\$232.000	105,328.00	\$270.00	122,580.00	\$320.00	145,280.00	\$303.00	137,562.00	\$248.00	112,592.00
Line 47 24" Dia FRP Sewer Pipe (Open Cut, 30'-32' Depth), per specifications	207 LF	Unit Price \$265.000	54,855.00	\$175.00	36,225.00	\$242.000	50,094.00	\$280.00	57,960.00	\$320.00	66,240.00	\$303.00	62,721.00	\$248.00	51,336.00
Line 48 24" Dia FRP Sewer Pipe (Open Cut, 32'-34' Depth), per specifications	194 LF	Unit Price \$270.000	52,380.00	\$175.00	33,950.00	\$252.000	48,888.00	\$290.00	56,260.00	\$320.00	62,080.00	\$363.00	70,422.00	\$248.00	48,112.00
Line 49 24" Dia FRP Sewer Pipe (Open Cut, 34'-36' Depth), per specifications	199 LF	Unit Price \$275.000	54,725.00	\$175.00	34,825.00	\$267.000	53,133.00	\$310.00	61,690.00	\$320.00	63,680.00	\$485.00	96,515.00	\$248.00	49,352.00
To be awarded as one lot															
		McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spliss Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SI Louis Construction of Texas							

Line 57 21" Dia FRP Sewer Pipe (Open Cut, 16'-18' Depth), per specifications	295 LF	Unit Price \$132.000	38,940.00	\$150.00	44,250.00	\$209.000	61,655.00	\$200.00	59,000.00	\$190.00	56,050.00	\$199.00	58,705.00	\$232.00	68,440.00
Line 58 21" Dia FRP Sewer Pipe (Open Cut, 18'-20' Depth), per specifications	290 LF	Unit Price \$134.000	38,860.00	\$150.00	43,500.00	\$211.000	61,190.00	\$205.00	59,450.00	\$195.00	56,550.00	\$199.00	57,710.00	\$232.00	67,280.00
Line 59 18" Dia FRP Sewer Pipe (Open Cut, 0'-6' Depth), per specifications	22 LF	Unit Price \$120.000	2,640.00	\$140.00	3,080.00	\$125.000	2,750.00	\$200.00	4,400.00	\$14.00	308.00	\$148.00	3,256.00	\$225.00	4,950.00
Line 60 15" Dia FRP Sewer Pipe (Open Cut, 0'-6' Depth), per specifications	7 LF	Unit Price \$70.000	490.00	\$130.00	910.00	\$100.000	700.00	\$110.00	770.00	\$60.00	420.00	\$138.00	966.00	\$192.00	1,344.00
Line 61 15" Dia FRP Sewer Pipe (Open Cut, 6'-8' Depth), per specifications	224 LF	Unit Price \$72.000	16,128.00	\$130.00	29,120.00	\$102.000	22,848.00	\$120.00	26,880.00	\$65.00	14,560.00	\$96.00	21,504.00	\$192.00	43,008.00
Line 62 15" Dia FRP Sewer Pipe (Open Cut, 8'-10' Depth), per specifications	116 LF	Unit Price \$74.000	8,584.00	\$130.00	15,080.00	\$104.000	12,064.00	\$140.00	16,240.00	\$70.00	8,120.00	\$144.00	16,704.00	\$192.00	22,272.00
Line 63 15" Dia FRP Sewer Pipe (Open Cut, 10'-12' Depth), per specifications	98 LF	Unit Price \$76.000	7,448.00	\$130.00	12,740.00	\$106.000	10,388.00	\$145.00	14,210.00	\$70.00	6,860.00	\$146.00	14,308.00	\$192.00	18,816.00
To be awarded as one lot		McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spliss Construction Co Inc	Flattron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas							

Line 64 15" Dia FRP Sewer Pipe (Open Cut, 12'-14' Depth), per specifications	82	LF	Unit Price Extended Price	\$78,000 6,396.00	\$130.00 10,660.00	\$108,000 8,856.00	\$150.00 12,300.00	\$71.00 5,822.00	\$156.00 12,792.00	\$192.00 15,744.00
Line 65 15" Dia FRP Sewer Pipe (Open Cut, 14'-16' Depth), per specifications	82	LF	Unit Price Extended Price	\$80,000 6,560.00	\$130.00 10,660.00	\$110,000 9,020.00	\$155.00 12,710.00	\$72.00 5,904.00	\$169.00 13,858.00	\$192.00 15,744.00
Line 66 15" Dia FRP Sewer Pipe (Open Cut, 16'-18' Depth), per specifications	80	LF	Unit Price Extended Price	\$82,000 6,560.00	\$130.00 10,400.00	\$112,000 8,960.00	\$160.00 12,800.00	\$73.00 5,840.00	\$169.00 13,520.00	\$192.00 15,360.00
Line 67 15" Dia FRP Sewer Pipe (Open Cut, 18'-20' Depth), per specifications	95	LF	Unit Price Extended Price	\$84,000 7,980.00	\$130.00 12,350.00	\$114,000 10,830.00	\$165.00 15,675.00	\$74.00 7,030.00	\$169.00 16,055.00	\$192.00 18,240.00
Line 68 15" Dia FRP Sewer Pipe (Open Cut, 20'-22' Depth), per specifications	94	LF	Unit Price Extended Price	\$86,000 8,084.00	\$130.00 12,220.00	\$116,000 10,904.00	\$170.00 15,980.00	\$75.00 7,050.00	\$186.00 17,484.00	\$192.00 18,048.00
Line 69 15" Dia FRP Sewer Pipe (Open Cut, 22'-24' Depth), per specifications	27	LF	Unit Price Extended Price	\$88,000 2,376.00	\$130.00 3,510.00	\$121,000 3,267.00	\$175.00 4,725.00	\$76.00 2,052.00	\$211.00 5,697.00	\$192.00 5,184.00
Line 70 15" Dia FRP Sewer Pipe (Open Cut, 24'-26' Depth), per specifications	17	LF	Unit Price Extended Price	\$90,000 1,530.00	\$130.00 2,210.00	\$126,000 2,142.00	\$180.00 3,060.00	\$77.00 1,309.00	\$247.00 4,199.00	\$192.00 3,264.00
To be awarded as one lot			McKee Utility Contractors		Thalle Construction Co Inc	Utility Contractors of America	Spieß Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas

Line 71 10" Dia FRP Sewer Pipe (Open Cut, 0'-6" Depth), per specifications																
7	LF	Unit Price	\$35.000	245.00	\$125.00	875.00	\$80.000	560.00	\$55.00	385.00	\$70.00	490.00	\$135.00	945.00	\$183.00	1,281.00
		Extended Price														
Line 72 10" Dia FRP Sewer Pipe (Open Cut, 6'-8" Depth), per specifications																
23	LF	Unit Price	\$37.000	851.00	\$125.00	2,875.00	\$82.000	1,886.00	\$65.00	1,495.00	\$71.00	1,633.00	\$91.00	2,093.00	\$183.00	4,209.00
		Extended Price														
Line 73 10" Dia FRP Sewer Pipe (Open Cut, 8'-10" Depth), per specifications																
236	LF	Unit Price	\$39.000	9,204.00	\$125.00	29,500.00	\$84.000	19,824.00	\$75.00	17,700.00	\$72.00	16,992.00	\$99.00	23,364.00	\$183.00	43,188.00
		Extended Price														
Line 74 36" Dia FRP Sewer Pipe in 48" Steel Casing Pipe or Tunnel Liner Plat by Other than Open Cut																
202	LF	Unit Price	\$1,000.000	202,000.00	\$1,500.00	303,000.00	\$720.000	145,440.00	\$1,600.00	323,200.00	\$1,050.00	212,100.00	\$1,000.00	202,000.00	\$1,240.00	250,480.00
		Extended Price														
Line 75 30" Dia FRP Sewer Pipe in 42" Steel Casing Pipe or Tunnel Liner Plat by Other than Open Cut, per specifications																
554	LF	Unit Price	\$1,000.000	554,000.00	\$1,400.00	775,600.00	\$810.000	448,740.00	\$1,500.00	831,000.00	\$1,000.00	554,000.00	\$1,100.00	609,400.00	\$1,100.00	609,400.00
		Extended Price														
Line 76 24" Dia FRP Sewer Pipe in 36" Steel Casing Pipe or Tunnel Liner Plat by Other than Open Cut, per specifications																
217	LF	Unit Price	\$1,000.000	217,000.00	\$1,300.00	282,100.00	\$740.000	160,580.00	\$980.00	212,660.00	\$950.00	206,150.00	\$1,200.00	260,400.00	\$955.00	207,235.00
		Extended Price														
To be awarded as one lot																
			McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spieess Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SI Louis Construction of Texas							

To be awarded as one lot	McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spiess Construction Co Inc	Flatiron Constructors Inc	MH Civil Constructors Inc	SI Louis Construction of Texas
Line 84 Sanitary Sewer Line Trench Safety, per specifications 29,462 LF Unit Price Extended Price	\$1,000 29,462.00	\$0.01 294.62	\$5,000 147,310.00	\$1.00 29,462.00	\$1.00 29,462.00	\$1.00 29,462.00	\$0.01 294.62
Line 85 Post Construction Television Inspection, per specifications 30,793 LF Unit Price Extended Price	\$1,000 30,793.00	\$1.00 30,793.00	\$2,000 61,586.00	\$1.00 30,793.00	\$2.00 61,586.00	\$2.00 61,586.00	\$2.50 76,982.50
Line 86 Lift Station 48 Abandonment, per specifications 1 LS Unit Price Extended Price	\$5,000,000 5,000.00	\$10,000.00 10,000.00	\$35,000,000 35,000.00	\$30,000.00 30,000.00	\$25,000.00 25,000.00	\$30,000.00 30,000.00	\$32,000.00 32,000.00
Line 87 Lift Station 39 Abandonment, per specifications 1 LS Unit Price Extended Price	\$5,000,000 5,000.00	\$10,000.00 10,000.00	\$30,000,000 30,000.00	\$30,000.00 30,000.00	\$25,000.00 25,000.00	\$30,000.00 30,000.00	\$38,000.00 38,000.00
Line 88 42" Stubout at Sta 0+74.32, per specifications 20 LF Unit Price Extended Price	\$150,000 3,000.00	\$300.00 6,000.00	\$500,000 10,000.00	\$500.00 10,000.00	\$600.00 12,000.00	\$312.00 6,240.00	\$470.00 9,400.00
Line 89 Remove and Replace Manhole on Existing 18" Sanitary Sewer Line (Sheet SS1), per specifications 1 LS Unit Price Extended Price	\$12,000,000 12,000.00	\$40,000.00 40,000.00	\$15,000,000 15,000.00	\$22,000.00 22,000.00	\$10,000.00 10,000.00	\$45,000.00 45,000.00	\$15,700.00 15,700.00
Line 90 Ground Water Control Plan, per specifications 1 LS Unit Price Extended Price	\$100,000,000 100,000.00	\$1.00 1.00	\$5,500,000 5,500.00	\$10,000.00 10,000.00	\$25,000.00 25,000.00	\$240,000.00 240,000.00	\$5,000.00 5,000.00

To be awarded as one lot	McKee Utility Contractors	Thalle Construction Co Inc	Utility Contractors of America	Spieess Construction Co Inc	FlatIron Constructors Inc	MH Civil Constructors Inc	SJ Louis Construction of Texas
Line 91 Asphalt Restoration, per specifications							
272 SY							
Unit Price	\$50.000	\$40.00	\$30.000	\$80.00	\$45.00	\$100.00	\$50.00
Extended Price	13,500.00	10,880.00	8,160.00	21,760.00	12,240.00	27,200.00	13,600.00
Bid Total	10,650,000.00	10,795,849.62	11,484,810.00	12,211,620.00	12,805,254.00	12,850,000.00	13,236,755.12
Award to Vendor	10,650,000.00						
Change Order #1	131,320.00						
Change Order #2	27,640.25						
Revised Total	10,808,960.25						

25



Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Fiscal Responsibility
Department	Risk Management		
Contact	Wesley Hall		

Agenda Caption

Consider – Award Amarillo Civic Center roof, EIFS, and interior repair contract to North Line Construction Inc. in the amount of \$6,150,291.

Agenda Item Summary

This is a contract to repair the Civic Center roof, EIFS, and interior damages caused by a hail storm on June 8, 2017. This contract has been approved by our insurer and costs will be covered by insurance.

Requested Action

Consider for award the Civic Center roof, EIFS, and interior repair contract to North Line Construction Inc.

Funding Summary

This project will be funded by insurance; written settlement agreement is attached.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.

	CONTRACTOR NAME: North Line Construction, Inc.			CONTRACTOR NAME: Supreme Roofing		
	SQ FT	CALENDAR DAYS	COST PROPOSAL	SQ FT	CALENDAR DAYS	COST PROPOSAL
Amartillo Civic Center - Base Bid						
Areas A - C	177,500	235	\$2,882,794.00		225	\$3,058,946.00
Areas D - J	176,700	130	\$1,523,359.00		131	\$1,796,524.00
Perimeter Accent Lighting			\$199,580.00		356	\$199,580.00
Coliseum Interior Protection, Smart Seam & Netting	58,000		\$203,279.00		21	\$189,980.00
Grand Plaza Interior Protection, Smart Seam & Netting	12,462		\$39,202.00		7	\$36,638.00
Replace All Exhauster Domes, Roof Vents, Roof Caps, and Exterior Pipe Insulation, Mechanical Work			\$876,330.00		356	\$843,992.00
EIFS Work - Grand Plaza			\$46,335.00		356	\$43,303.00
Interior Repairs / Painting / Ceiling Tile Replacement			\$279,412.00		356	\$111,132.00
Subtotal			\$6,050,291.00			\$6,280,095.00
Owner's Contingency			\$100,000.00			\$100,000.00
TOTAL	424,662	365	\$6,150,291.00		1808	\$6,380,095.00
Option 1 - Roof Ladder(s) Allowance			\$15,000.00 /LS			\$15,000.00 /LS
Option 2 - Pride Add to Utilize Bright White Cap & Flashing Sheets			\$152,000.00 /LS			\$216,665.00 /LS
UNIT PRICES						
Remove & Replace Wet Roof System per Moisture Scan			\$5.00 /SF			\$4.00 /SF
Replacement of Tectum Decking Supplied & Installed			\$30.00 /SF			\$20.00 /SF
Replacement of Gypsum Decking			\$20.00 /SF			\$12.00 /SF
Replacement of Metal Decking			\$20.00 /SF			\$6.00 /SF
Metal Deck Rust Inhibitor Application			\$10.00 /SF			\$2.50 /SF
Plaster Ceiling Repair (above quantities listed for repair in base bid)			\$15.00 /SF			\$12.00 /SF
Wood Nailers, 1 x 2			\$1.00 /LF			\$1.50 /LF
Wood Nailers, 2 x 4			\$2.50 /LF			\$2.00 /LF
Wood Nailers, 2 x 6			\$3.00 /LF			\$3.00 /LF
Wood Nailers, 2 x 8			\$3.50 /LF			\$3.50 /LF
Wood Nailers, 2 x 10			\$4.50 /LF			\$4.00 /LF
Wood Nailers, 2 x 12			\$5.00 /LF			\$5.00 /LF
Plywood, 1/2"			\$2.00 /SF			\$3.50 /SF
Plywood, 1/2"			\$32.00 /4' X 8' sheet			\$80.00 /4' X 8' sheet
ADDENDUM ACKNOWLEDGEMENT			YES			YES
ADDENDUM #1			YES or NO			YES or NO
NUMBER OF COPIES TO BE SUBMITTED			YES or NO			YES or NO
One (1) Original Hard Copy			YES or NO			YES or NO
One (1) Duplicate Hard Copy			YES or NO			YES or NO
One (1) Digital Copy			YES or NO			YES or NO
REQUIRED DOCUMENTS INCLUDED			YES or NO			YES or NO
Bid Form			YES or NO			YES or NO
AIA A305 - Qualification Statement			YES or NO			YES or NO
Contractor's Qualification Affidavit			YES or NO			YES or NO
Subcontractor Listing			YES or NO			YES or NO
Signed Housebill Statement			YES or NO			YES or NO
Proposal / Bid Bond			YES or NO			YES or NO
Sample Certificate of Insurance			YES or NO			YES or NO



Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Public Safety
Department	Radio Communications		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption
 CONSIDER APPROVAL - COMMUNICATIONS SYSTEM AGREEMENT WITH BELL HELICOPTER TEXTRON INC (Contact: Kevin Starbuck, Assistant City Manager)
 This agreement will authorize Bell Helicopter Textron Inc. to operate on the City of Amarillo radio communications system.

Agenda Item Summary
 The Communications System Agreement, System Subscriber – Bell Helicopter Textron Inc. will allow emergency service personnel at the Bell flight facility in Amarillo to operate on the City of Amarillo radio communications system. The agreement will ensure interoperability between the City of Amarillo and Bell for day-to-day operations and emergency response, enhancing the overall coordination of the community response to crisis situations. Applicable fees to access the system will be assessed per the agreement.

Requested Action
 Approve the communications system agreement with Bell Helicopter Textron Inc.

Funding Summary
 Bell will pay the City of Amarillo an annual infrastructure support fee in the amount of \$20.00 per month, per subscriber radio or console and \$500.00 per year for each assigned talk-group on the radio communications system. Additional fees for OTAR services will be assessed as applicable. Revenue will be used to offset annual maintenance and operating costs of the City’s Radio Communications System.

Community Engagement Summary
 N/A

Staff Recommendation
 Staff recommends approval of the communications system agreement with Bell Helicopter Textron Inc., authorizing the City Manager to execute the agreement.

COMMUNICATIONS SYSTEM AGREEMENT

SYSTEM SUBSCRIBER – BELL HELICOPTER TEXTRON INC.

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Amarillo (“COA”)** acting herein by and through its duly authorized City Manager, and **Bell Helicopter Textron Inc. (“USER”)**, a Delaware for profit corporation, acting herein by and through its duly authorized President and Chief Executive Officer (“**CEO**”), individually referred to as a “party,” collectively referred to herein as the “parties.” The COA shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, COA owns and/or leases field radio equipment or equipment attached and/or interfaced to the COA trunked voice radio systems (the “radio system”) infrastructure in mutual aid or emergency situations within its own jurisdiction and areas; and

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

WHEREAS, USER hereto desires to participate in the COA’s radio system use for mutual aid or emergency situations and is within COA’s jurisdiction and areas; and

WHEREAS, the parties herein desire to augment the COA’s radio system usage for the public health, safety and welfare in the event of a need for emergency assistance within COA’s jurisdiction and areas; and

WHEREAS, the lands or districts of the parties hereto are adjacent or contiguous so that mutual assistance in an emergency situation is feasible; and

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

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

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

WHEREAS, the officials of the entities set forth above, a political subdivision of the State of Texas and Textron Inc., a Delaware for profit corporation, desire to secure for each

entity the benefits of assistance in the event of an emergency situation for the protection of life and property from disasters.

NOW THEREFORE, COA and **USER** agree as follows:

1. **GRANT OF LICENSE**

COA hereby grants the **USER** specific permission to operate **USER**'s owned or leased field radio equipment or equipment attached and/or interfaced to the COA trunked voice radio system (the "radio system") infrastructure in accordance with the specific details and requirements for use as set forth in "Exhibit A, Terms of Use," which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

2. **TERM**

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

3. **GEOGRAPHICAL LIMITS**

At all times while equipment and personnel of either party are traveling to, from, or within the geographical limits of the other party in accordance with the Agreement's terms, such personnel and equipment shall be deemed to be employed or used, as the case may be, in full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity or regular business function of its non-governmental employer, as the case may be.

4. **COMPENSATION**

USER shall remit payment to COA in the amount and manner set forth in Exhibit A.

5. **LIABILITY**

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 5, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Further, this Agreement is not intended to affect the allocation of liability between the parties in connection with the provision of mutual aid assistance; liability for such mutual aid assistance shall be governed by the separate mutual aid agreement or state law provisions under which the assistance is being provided. To the extent allowed by applicable law, each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

6. CIVIL LAWSUIT

In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to this Agreement's terms, such individual shall be entitled to same benefits that he or she would be entitled to receive had such civil action arose out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages, then the other party may intervene in such cause of action to protect its interest.

7. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the COA. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the COA, its employees, directors, officers, agents, and authorized representatives, and USER and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the COA and USER. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, Worker's Compensation benefits, as though the service had rendered within the jurisdiction of the entity where he or she is regularly employed. Moreover, all medical expenses, wage and disability payments, except for those payments each party is required to pay under applicable law cited above, pension payments, damage to equipment and uniforms, and expenses of travel, food and lodging shall be paid by the entity in which the employee in question is regularly employed. This Agreement is not intended to affect the roles of the parties in connection with providing mutual aid assistance; coordination of mutual aid activities and chain-of-command issues shall be governed by the separate mutual aid agreement or state law provisions under which assistance is being provided.

8. NON-APPROPRIATION OF FUNDS

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

9. RIGHT TO AUDIT

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

10. ASSIGNMENT

This Agreement is not assignable.

11. NO WAIVER

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

12. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, COA does not waive or surrender any of its governmental powers or immunities.

13. AMENDMENTS

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

14. SEVERABILITY

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

15. CONFIDENTIAL INFORMATION

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

or otherwise corrupt COA information in any way. USER shall notify the COA immediately if the security or integrity of any COA information has been compromised or is believed to have been compromised.

16. FORCE MAJEURE

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

17. NOTICES.

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

City of Amarillo
Attn: Kevin Starbuck, Assistant City Manager
P.O. Box 1971
Amarillo, TX 79105-1971
Facsimile: (806) 378-9394

Bell Helicopter Textron Inc.
Attn: Bryan Stewart, Fire Chief
401 Tiltrotor Dr.
Amarillo, TX 79111

With a copy to:
City of Amarillo, Legal
Attn: City Attorney
P.O. Box 1971
Amarillo, TX 79105-1971

With a copy to:
Bell Helicopter Textron Inc.
Attn: Manager, Real Estate M/S 1806
3255 Bell Flight Blvd.
Fort Worth, TX 76118

18. GOVERNING LAW / VENUE

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

19. SIGNATURE AUTHORITY

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

20. ENTIRETY OF AGREEMENT

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

21. COUNTERPARTS.

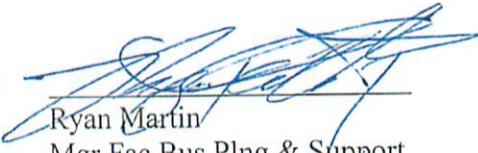
This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

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

CITY OF AMARILLO:

BELL HELICOPTER TEXTRON INC.:

By: _____
Jared Miller
City Manager

By: 
Ryan Martin
Mgr Fac Bus Plng & Support

Date: _____

Date: 12 / Jun / 2019

ATTEST:

By: _____
Frances Hibbs
City Secretary

EXHIBIT A

CATEGORY 1, TERMS OF USE

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

DEFINITIONS

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

“Infrastructure Support Fee” shall mean the annual fee charged by COA to offset costs incurred by the COA in the operation and maintenance of the radio system.

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

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

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

“OTAR Administration Fee” shall mean the annual fee charged by COA to offset costs incurred by the COA in the management and support of subscriber radio encryption keys administered through the radio system’s OTAR functions.

“Over the Air Programming” (“OTAP”) shall mean the method of implementing programming changes to subscriber radios using the over-the-air data capabilities of the radio system.

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

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

“Subscriber Radio” shall mean a control station (desk top radio), mobile radio, or portable radio, which has a unique identification number and is programmed to operate on the COA trunked voice radio system.

“System Upgrade Agreement Fee” shall mean the annual fee charged by COA to offset cost incurred by the City from Motorola Solutions for the maintenance of the System Upgrade Agreement applicable to the master site, site repeater systems, and console systems.

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

TERMS OF USE

1. The COA shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the USER’s equipment will connect. If the USER increases its number of equipment, the USER will incur all costs, if any, resulting from the expansion of capacity of the system and associated hardware and software required to accommodate the USER’s additions.
2. The COA shall execute with Motorola Solutions a System Upgrade Agreement for the System, every ASTRO 25 radio site connecting to the System, and all other hardware such as console systems that would be affected by the software upgrades. The USER is responsible for executing similar agreements for site repeater systems and/or console systems owned (or leased) and operated by the USER. Unless the USER is notified otherwise by COA, the radio system, site repeater systems, and console systems will be upgraded to the current level every two years. The USER will provide all reasonable coordination necessary for the upgrade of its site repeater systems and/or console systems. USER acknowledges that reductions in functionality may occur during the upgrade process.
3. The COA shall provide radio IDs for all radios and dispatch consoles owned and operated by the USER. USER must provide written authorization to the COA prior to the release of the USER’s radio IDs or any other information to a third party vendor or agency.
4. The acquisition, installation and maintenance of the USER’s console systems are the responsibility of the USER unless otherwise stated in this Agreement.
5. USER will be responsible for the acquisition, programming, and maintenance of all equipment USER will be utilizing in connection with the radio system infrastructure, including, but not limited to, subscriber radios, consoles, and special equipment.
6. In order to ensure hardware and software compatibility with the radio system infrastructure, all subscriber radios and consoles intended for use by USER on the radio system shall be compliant with Project 25 Phase II (TDMA) standards established by the Telecommunications Industry Association. The use of unauthorized radios on the radio system may result in suspended operation of the radios and/or termination of the Agreement.
7. The USER is responsible for providing all network connectivity and associated hardware and software necessary to connect its site repeater systems and console systems to the system. All costs associated with provision of connectivity will be borne by the USER.

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

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

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

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

12. USER's radios may be used for voice radio communications over the radio system infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

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

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

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

16. USER's utilization of data communications on the radio system will be limited to the radio system's OTAP functions. Performance of data communications over the radio system is not guaranteed. For programming changes involving more than ten subscriber radios, USER agrees to coordinate with COA prior to executing changes to minimize impact on other users and on the radio system.

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

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

19. COA will assign the USER talk group IDs unique to USER operation. All talk group names shall include a prefix unique to the USER's agency. No other agency will be authorized to use USER talk groups without the express written permission of USER, and a copy of such permission must be on file with the COA before such use may occur. The COA reserves the right to require certain talk group ID's to be programmed in USER radios. Additionally, the COA shall have the right to limit the number of talk group ID's to be used by USER and to disable talk groups ID's as it deems appropriate.

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

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

22. USER may utilize a Network Management Console (NMC) to manage its own environment. USER is responsible for acquiring and maintaining, at USER's sole cost, all components required to connect the NMC to the radio system. The USER's NMC must be partitioned in manner to limit access to USER's own environment only and to prevent USER from viewing, accessing, or making any changes to equipment that is not owned or leased by USER. The USER must ensure the NMC is located in a secure area. USB ports on the NMC must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the NMC.

23. USB ports on the USER's console systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the console systems and the radio system is the responsibility of the USER, including software, hardware and carrier services. Associated costs will be incurred by the USER. Unless otherwise approved by COA, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the COA. USER may incur additional costs from COA for other connectivity methods.

APPLICABLE FEES; TERMINATION; REFUNDS

24. USER shall pay the COA an annual Infrastructure Support Fee in the amount of \$20.00 per month, per subscriber radio or console and \$500.00 per year for each USER assigned talk-group. This fee is payable in advance on an annual basis for all active radio IDs and talk-groups issued to the USER at the time of the annual billing. Invoicing will occur on a pro-rata basis when new radio IDs or talk-groups are issued, and thereafter, at the beginning of each COA fiscal year. There will be no refunds or credits for radios or talk-groups removed from service during the fiscal year.

25. If the USER subscribes to OTAR services, the USER shall pay the COA an annual OTAR Administration Fee in the amount of \$3 per month, per subscriber radio. This fee is payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur on a pro-rata basis when new radio IDs are issued, and thereafter, at the beginning of each COA fiscal year.

26. COA shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by COA in the operation or maintenance of the radio system. Any increase in applicable fees will be effective at the beginning of the next COA fiscal year. COA shall provide USER with 60 days' written notice of any intended fee increase, provided, however, that this notice period may be less than 60 days if Motorola Solutions provides COA with less than 60 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact USER's obligation to pay the increased fee.

27. Either party may terminate this Agreement upon ninety (90) days written notice. Additionally, the COA in its sole discretion shall have the right to deny USER access to the radio infrastructure and/or the right to terminate the Agreement immediately if USER fails to make full payment of invoiced system fees as referenced in paragraphs 24 and 25 within thirty (30) days after USER's receipt of written notice that payment of such fees is delinquent. Additionally, the COA further reserves the right to terminate this Agreement immediately, or deny access to USER, upon USER misuse of the system in a way that compromises the security or functionality of the system for the COA's purposes.

COMPLIANCE WITH LAWS

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

29. In order to comply with federal, state, and local laws and/ or mandates, the COA, as the licensee, may need to act on behalf of the USER regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this agreement is in force, the USER will allow the COA to facilitate such activities on USER's behalf as necessary.

[End of Document]

24



Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Infrastructure
Department	Facilities 1252		
Contact	Jerry Danforth, Director of Facilities		

Agenda Caption

CONSIDER APPROVAL -- Architectural & Engineering Services Fire Station #5
 (Contact: Jerry Danforth, Director of Facilities)
 Lavin Architects -- \$298,000
 This item considers approval of Architectural & Engineering Services for Fire Station #5 located at 3200 South Washington Street

Agenda Item Summary

This item considers approval of Architectural & Engineering Services for Fire Station #5 located at 3200 South Washington Street. The City anticipates design of a "two" company station to replace the existing "one" company station. The addition of a second company to Fire Station #5 will allow the Department to better cover the City. The \$298,000 fee includes a fixed \$280,000 architectural and engineering services fee and \$18,000 of additional services related to the project.

Requested Action

Approval and award of the Architectural and Engineering Services contract for the design of Fire Station #5.

Funding Summary

Bond funding as approved during the November 2016 bond election Proposition 2 (City account 462042.17400.2040)

Community Engagement Summary

This project is included in Proposition #2 as authorized by City of Amarillo voters in the November 2016 bond election.

Staff Recommendation

Staff recommends approval of the Architectural and Engineering Services contract to Lavin Architects.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Civic Pride
Department	Parks & Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE _____
 (Contact: Michael Kashuba, Director of Parks and Recreation)
 This item conducts a public hearing and first reading of an ordinance adopting the 2019-2020 Standards of Care for recreational care programs administered by the Parks and Recreation Department as required by Texas Human Resources Code section 42.041 (b)(14); and providing an effective date.

Agenda Item Summary

The Standards of Care document is necessary to exempt City youth programs from state child-care licensing requirements. The Standards of Care are intended to be the minimum standards by which the City of Amarillo Parks and Recreation Department will operate the City's Youth Programs.

The Standards of Care Document provides at a minimum: staffing ratios, minimum staffing qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the local standards, and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day-care facility.

Requested Action

- Conduct a public hearing to solicit comments from the public on the 2019-2020 Standards of Care document.
- Approve the first reading of Ordinance _____.

Funding Summary

N/A

Community Engagement Summary

Park Board Recommendations:
 6/12/2019 – The Parks and Recreation Board unanimously approved a recommendation to submit the Standards of Care document to the City Council for consideration.

Staff Recommendation

Staff recommends approval of the 2019-2020 Standards of Care document.

ORDINANCE NO. 11792

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING STANDARDS OF CARE FOR THE CITY OF AMARILLO'S PARKS AND RECREATION DEPARTMENT AS REQUIRED BY THE TEXAS HUMAN RESOURCES CODE SECTION 42.041(b)(14); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, recognizes that many children of school age need an organized program for recreational activities after school, during the summer and for other non-school days; and

WHEREAS, the City of Amarillo, through its Parks and Recreation Department, proposes to operate after school programs and camps for children to be operated at City facilities and parks; and

WHEREAS, the City of Amarillo, needs to adopt Standards of Care for these recreational programs to be exempt from licensing requirements for day care facilities; and

WHEREAS, the City of Amarillo has formulated Standards of Care that at a minimum include staffing ratios, minimum staffing qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the local standards further providing for parental notification that the program is not licensed by the state and that the program may not be advertised as a day care; and

WHEREAS, the City of Amarillo Parks and Recreation Board has reviewed the Standards of Care and requests that the City Council adopt the same; and

WHEREAS, the City Council held a public hearing on June 18th of 2019 in accordance with Section 42.041(b)(14) of the Texas Human and Resources.

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

SECTION 1. The City of Amarillo, adopts the "City of Amarillo Parks and Recreation Youth Programs Standards of Care" attached as "Exhibit A" and incorporated herein by reference as required by Section 42.041 (b)(14) of the Texas Human Resources Code.

SECTION 2. Effective Date. This ordinance shall become effective according to law.

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A
City of Amarillo Parks and Recreation
Youth Programs
Standards of Care

Approved by City of Amarillo City Council: ___Date___
Ordinance # ___000___

The following Standards of Care have been adopted by the City Council of the City of Amarillo, pursuant to Texas Human Resources Code Section 42.041 (B)(14) as amended, in order to exempt City Youth Programs from state child-care licensing requirements. The Standards of Care are intended to be the minimum standards by which the City of Amarillo Parks and Recreation Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not child-care facilities.

GENERAL ADMINISTRATION

1. Definitions

- A. City: City of Amarillo
- B. City Council: City Council of the City of Amarillo
- C. Department: Parks and Recreation Department of the City of Amarillo
- D. Director: City of Amarillo Director of Parks and Recreation or his/her designee.
- E. Employee(s) or Staff: Term used to describe people who have been hired to work for the City of Amarillo and have been assigned responsibility for managing, administering, or implementing some portion of the City of Amarillo Youth Programs.
- F. Parent(s): A parent or guardian who has legal custody and authority to enroll a child(s) in the City of Amarillo Youth Programs.
- G. Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for City of Amarillo Youth Programs.
- H. Program Coordinator(s): The City of Amarillo Parks and Recreation full-time employee(s) who has been assigned administrative responsibility to implement City of Amarillo Youth Programs.
- I. Program Manual: Notebook of policies, procedures, required forms and organizational and programming information relevant to each City of Amarillo Youth Program(s).
- J. Program Site: Any area or facility where the City of Amarillo Youth Programs are held.
- K. Supervisor: Any City of Amarillo Parks and Recreation Department employee who has been assigned the responsibility to supervise and implement City of Amarillo Youth Programs.

- L. Attendant/Leader/Specialist: Any City of Amarillo Parks and Recreation Department employee who has been assigned the responsibility to implement City of Amarillo Youth Programs.
- M. Youth: A person who is not less than five years or more than 13 years of age.
- N. Youth Programs: City of Amarillo Youth Programs held at the City's Charles E. Warford Activity Center, Amarillo Zoo, or designated City of Amarillo Park sites. Other programs may be subsequently designated by the City of Amarillo. These programs are not licensed child-care facilities.

2. Organization

- A. The governing body of the City of Amarillo Parks and Recreation Programs is the City of Amarillo City Council.
- B. Implementation of the Parks and Recreation Youth Programs Standards of Care is the responsibility of the Director of Parks and Recreation and Departmental Employees.
- C. Youth Programs ("Program") to which these Standards of Care apply are programs operated by the City of Amarillo and held at the Charles E. Warford Activity Center, Amarillo Zoo and designated City Park sites. Other programs may be subsequently designated by the City of Amarillo.
- D. The Director shall implement, administer, and enforce the Youth Program Standards of Care. The Director may establish rules, regulations, policies and procedures, consistent with the Standards of Care as the Director determines are necessary to discharge any duty under or to affect the policy of the Standards of Care.
- E. No City Youth Program may be advertised as a child-care facility.
- F. The Standards of Care apply to all Youth Programs sponsored by the City whether offered afterschool, during the summer, or during holidays.
- G. Each Program Site will be provided the website address of where a current copy of the Standards of Care is located. A current copy of the Standards of Care will be available for viewing in the Parks Administration Office, Room 201, 601 S. Buchanan Street, Amarillo, Texas, 79101 and the Charles E. Warford Activity Center, 1330 NW 18th Avenue, Amarillo, Texas, 79107 or online at www.amarilloparks.org.
- H. Parents of participants will be provided the website address of www.amarilloparks.org where the current copy of the Standards of Care can be accessed. Parents of participants will be informed that the City of Amarillo Youth Programs are not licensed by the State of Texas as a child care facility.
- I. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal checks indicate an applicant has been arrested for any of the following offenses, he or she may not be considered for employment:
 - a. A felony or misdemeanor classified as an offense against a person;
 - b. A felony or misdemeanor classified as public indecency;

- c. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance or any violation of City Policy;
- d. Any offense involving moral turpitude;
- e. Any offense that would potentially put the City of Amarillo or participants of the Program at risk.
- f. No person with conviction of or who is under indictment for, or is subject of an official criminal complaint alleging any crimes listed in the Texas Department of Protective and Regulatory Service's Day Care Center Minimum Standards and Guidelines Appendix II or a felony violation of the Texas Controlled Substance Act.

3. Inspections/Monitoring/Enforcement

- A. An annual Program Site inspection report will be initiated by the Program Coordinator(s) of each Program to confirm the Standards of Care are being met. The annual report will be submitted no later than April 1 each year. Each inspection report will be sent to the Director for review and kept on record for two years. The Director shall review each report and establish deadlines and criteria for program compliance with the Standards of Care.
- B. The Program Coordinator(s) will make visual inspections of the Program based on the following schedule. Each visual inspection report will be filed in program files and kept on record for two years.
 - (1) Warford After-School Program site will be inspected bimonthly.
 - (2) Summer Recreation Program sites will be inspected biweekly during its summer schedule.
 - (3) Camp Program sites will be inspected one time per weekly camp session.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Program Coordinator(s). The Program Coordinator(s) will be responsible to take the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be documented by the Program Coordinator(s). Serious complaints regarding the Standards of Care will be addressed by the Director and the complaint resolution will be noted. Each complaint report will be sent to the Director for review and kept on record for two years.
- D. The Director will provide an annual report to the City Council regarding the overall status of the Youth Program and its operation relative to compliance with the adopted Standards of Care as a part of the City Council's annual review and adoption of Standards of Care.

4. Enrollment

- A. Before a child can be enrolled, a parent must sign registration forms that contain the child's:

- (1) Name, address, home telephone number, email address;
- (2) Name and address of parents and telephone number during program hours;
- (3) Names and telephone numbers of the people to whom the child can be released;
- (4) Statement of the child's special problems or needs;
- (5) Emergency medical authorization;
- (6) Proof of residency when appropriate;
- (7) Liability waiver; and
- (8) An acknowledgement that the parent has been informed and understands the program is not licensed by the State of Texas.

5. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In an Employee involved situation in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the appropriate Program Coordinator(s). The Program Coordinator will immediately notify the Texas Department of Protective and Regulatory Services and/or the Amarillo Police Department, and the Director.

Texas State Law requires staff to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines of up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING – RESPONSIBILITIES AND TRAINING

1. Program Coordinator(s)

Qualifications:

- A. Program Coordinator(s) will be full-time, professional employees of the City of Amarillo Parks and Recreation Department and will be required to have all Supervisor and Attendant/Leader/Specialist qualifications as outlined the document.
- B. Program Coordinator(s) must have a bachelor's degree from an accredited college or university or at least two (2) years of developing, implementing and supervising recreational, wellness or community based programming for children and youth.
- C. Program Coordinator(s) must pass a background investigation including testing for illegal substances.

- D. Program Coordinator(s) must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either the American Heart Association or American Red Cross standards.
- E. Program Coordinator(s) must possess a valid Class C Texas Driver's License.

Responsibilities:

- A. Program Coordinator(s) are responsible for the planning, development, administration, implementation, and evaluation of the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Program Coordinator(s) are responsible for hiring, supervising, and evaluating Supervisors and Attendants/Leaders/Specialists.
- C. Program Coordinator(s) are responsible for complex recordkeeping and retention.

2. Supervisor(s)

Qualifications:

- A. Supervisor(s) will be full-time seasonal employees of the City of Amarillo Parks and Recreation Department and will be required to have all Attendants/Leaders/Specialists qualifications as outlined in the document.
- B. Supervisor(s) working with children must be age 18 or older.
- C. Supervisor(s) must have at least two (2) years experience working with children and youth.
- D. Supervisor(s) must complete 8 hours of child care training per calendar year. Training must be completed prior to Program start dates and completed on an annual basis.
- E. Supervisor(s) must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either the American Heart Association or American Red Cross standards.
- F. Supervisor(s) must possess a valid Class C Texas Driver's License.

Responsibilities:

- A. Supervisor(s) assist in the administration, implementation and daily supervision of the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Supervisors assist in the evaluation of Attendants/Specialists/Leaders.
- C. Supervisor(s) assist in the planning, implementing, and evaluating of programs.
- D. Supervisor(s) are responsible for moderately complex reporting and recordkeeping.
- E. Supervisor(s) must pass a background investigation including testing for illegal substances.

- F. Supervisor(s) will be required to provide all Attendants/Specialists/Leaders responsibilities as outlined in the document.

3. Attendant(s)/ Leader(s)/Specialist(s)

Qualifications:

- A. Attendant(s)/Leader(s)/Specialist(s) will be part-time or seasonal employees of the City of Amarillo Parks and Recreation Department.
- B. Attendant(s)/Leader(s)/Specialist(s) working with children must be age 16 or older.
- C. Attendant(s)/Leader(s)/Specialist(s) should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Attendant(s)/Leader(s)/Specialist(s) must relate to children with courtesy, respect, tolerance, and patience.
- E. Attendant(s)/Leader(s)/Specialist(s) must have successfully completed a course in first aid, CPR, and AED training based on with American Heart Association or American Red Cross Standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.
- F. Attendant(s)/Leader(s)/Specialist(s) must pass a background investigation including testing for illegal substances.
- G. Attendant(s)/Leader(s)/Specialist(s) must complete 8 hours of child care training per calendar year. Training must be completed prior to Program start dates and completed on an annual basis.

Responsibilities:

- A. Attendant(s)/Leader(s)/Specialist(s) assist with planning preparation and delivery of recreation programs, education programs, special events, camps, and public programs.
- B. Attendant(s)/Leader(s)/Specialist(s) engage in creative, age-appropriate, and responsibly managed activities with youth/program participants.
- C. Attendant(s)/Leader(s)/Specialist(s) provide assistance in educational presentations.
- D. Attendant(s)/Leader(s)/Specialist(s) are responsible for moderately complex reporting and recordkeeping.

4. Training/Orientation

- A. The Department is responsible for providing training and orientation to Program Employees working with children and for specific job responsibilities. Program Coordinators will provide each Supervisor and Attendant/Leader/Specialist with a Program Manual specific to each Youth Program.

- B. Program Employees must be familiar with the Standards of Care as adopted by the City Council.
- C. Program Employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program Employees will be trained in appropriate procedures to handle emergencies.
- E. Program Employees will be trained in City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child care training, and organization.
- F. Program Employees must have successfully completed a course in first aid, CPR, and AED training based on with American Heart Association or American Red Cross Standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.
- G. Program Employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff-Participant Ratio

- A. The standard ratio of Participants to Attendant(s)/Leader(s)/Specialist(s) in programs will be no more than 20:1. In the event an Attendant/Leader/Specialist is unable to report to work, a replacement will be assigned.
- B. Each Participant shall have a Program Employee who is responsible for the Participant and who is aware of the Participants habits, interests, and any special problems as identified by the Participant's Parent(s) during the registration process.

2. Notification

- A. Parents must be notified immediately when Program Employees are aware of a Participant injury or a Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, and/or illness).
- B. The disease will be reported to City of Amarillo Department of Public Health/Amarillo Bi-City-County Health District. All parents must be notified if there is an outbreak of any communicable disease or a single case of one of the notifiable conditions.
- C. Attendant(s)/Leader(s)/Specialist(s) must complete an injury report and submit the report to the Supervisor and/or Program Coordinator.

3. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the Program Participants.

- B. There must be no cruel or harsh punishment or treatment.
- C. Program Employees may use brief, supervised separation from the group, if necessary.
- D. As necessary, Program Employees will initiate discipline reports to Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports detailed in the Program Manual may result in a Participant being suspended from the Program.
- F. In instances where there is a danger to Participants or Program Employees, offending Participant(s) will be removed from the Program Site as soon as possible.

4. Programming

- A. Program Employees will attempt to provide activities for each group according to the Participant's ages, interests, and abilities. The activities must be appropriate to the Participants' health, safety and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor (Warford Center/Zoo) and outdoor time periods that include:
 - (1) alternating active and passive activities;
 - (2) opportunity for individual and group activities; and
 - (3) outdoor time each day weather permits.
- C. Program Employees will be attentive and considerate of the Participants' safety including access to emergency medical forms, emergency contact information for each Participant, first aid supplies and a Guide to First Aid and Emergency Care.
- D. Program Employees must have a written list of the Participants in the group and must check roll frequently.

5. Communication

- A. Each Program Site will have access to a telephone for use in contacting Supervisor, Program Coordinator, Director or for emergency calls.
- B. The Program Coordinator(s) will make available the following phone numbers to all Program Employees:
 - (1) Amarillo Medical Services – Ambulance
 - (2) Amarillo Police Department
 - (3) Amarillo Fire Department
 - (4) Poison Control
 - (5) Program Site Phone Number
 - (6) Numbers at which Parents may be reached
 - (7) Director/ Parks Administration Office

6. Transportation

- A. The City of Amarillo does not provide transportation services related to Youth Programs.

FACILITY STANDARDS

1. Safety

- A. Program Employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of Participants. A daily inspection report will be completed by Program Employees and kept on file by the Supervisor and/or Program Coordinator.
- B. Buildings, grounds and equipment on the Program Site will be inspected, cleaned, repaired and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for Participants use.
- D. Program Employees must have first aid supplies readily available at each Program Site.
- E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.
- F. Porches and platforms more than 30 inches above ground at the Program site must be equipped with railings Participants can reach.
- G. All swing seats at Program Sites must be constructed of durable, lightweight, relatively pliable material.
- H. Program Employees must have first aid supplies readily available to Program Staff in a designated location. Program Employees must have an immediately accessible Guide to First Aid and Emergency Care.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program Employees first priority is to evacuate the Participants to a safe area.
- B. The Program Site will have an annual fire inspection by the City's Fire Marshal as appropriate (Warford Center, Zoo) and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the City Council.
- C. All Program Employees will be trained in the proper use of fire extinguishers as well as to the locations of fire extinguishers at Program Sites.
- D. Fire drills will be initiated at Program Sites based on the following schedule:

- (1) Warford Center After-School Program – A fire drill will be conducted once every three months.
- (2) Amarillo Zoo – A fire drill will be conducted once per session.

3. Health

A. Illness or Injury

- (1) A Participant who is considered to be a health or safety concern to other Participants or Program Employees will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program Employees.
- (3) Program Employees will follow all plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program Manual.
- (4) Program Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Medication Administration

- (1) Program Employees will not administer medication.
- (2) Medications needed for immediate use for life-threatening conditions (e.g. bee-sting medication, inhaler) and limited medications approved for use in first-aid kits may be carried and self administered by Participant.
- (3) Program shall have on file a written statement for Participant to carry medication and related paraphernalia or devices.

C. Toilet Facilities

- (1) The Program Site will have inside toilets located and equipped so children can use them independently and Program Staff can supervise as needed.
- (2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) Each Program Site must have adequate light, ventilation and heat.
- (2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a sanitary manner.
- (3) Program Employees must see that garbage is removed daily.

ARCHITECTURAL & ENGINEERING SERVICES FOR FIRE STATION #5

Opened 4:00 p.m. June 12, 2019

To be awarded as one lot LAVIN ARCHITECTS

Line 1 Architectural & Engineering
Services for Fire Station #5, per
specifications

1 ea		
Unit Price	\$280,000.000	
Extended Price		280,000.00
Bid Total		280,000.00

Award by Vendor 280,000.00

**IMLA/AIA Standard Agreement
B101™-2007 (with revisions)
Between
City of Amarillo and Lavin Associates, Inc.**

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	INDEMNITY
14	SCOPE OF THE AGREEMENT

This IMLA/AIA Standard Agreement AIA Document B101™-2007 (with revisions) (the "Agreement") is made between the City of Amarillo, a Texas municipal corporation located in Potter and Randall Counties, Texas (the "Owner") and Lavin Associates, Inc., a Texas corporation (the "Architect").

The Owner engages the Architect to consult with Owner concerning the construction of Fire Station 5 for the Owner (the "Project"). The Owner intends the Architect to provide a basic scope of services that involves the following: (1) Schematic Design Documents Phase; (2) Design Development Documents Phase; (3) Construction Documents Phase; (4) Bidding and Negotiation Phase; and (5) Construction Phase. Additional Services, if any, will be provided in accordance with Article 4.

Owner and Architect in consideration of their mutual covenants as set forth herein agree to the following:

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Exhibit A attached hereto and incorporated herein.

§ 1.2 The Owner's anticipated dates for final plans and bid documents is: September 15, 2019. The Architect will confer with the Owner to take such steps as necessary to keep the Project on schedule. The Architect will begin work on the Project within five days after receipt of written notification to proceed from the Owner. Time is of the essence.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in the schedule, compensation, and changes in the Work in accordance with Section 3.6.5 and Article 4.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. Architect shall furnish, at its own expense, all materials, supplies, and equipment necessary to carry out the terms of this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the services. Architect covenants with Owner to use its best efforts, skill, judgment, and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall acknowledge to the best of the Architect's information, knowledge, and belief in writing to Owner that the Drawings and Specifications, and all drawings and improvements if built in accordance therewith conform to applicable governmental regulations, statutes, and ordinances then in effect. Architect agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the services as described in Article 3.

§ 2.2.2 The Architect acknowledges that all of the services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of such Project with all the amenities as set forth in the Drawings and Specifications.

§ 2.2.3 Architect acknowledges that its Project Drawings and Specifications will be accurate and free from any material errors and the Shop Drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's construction observation of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed in a professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein are not diminished by reason of any approval by the Owner of the Drawings and Specifications and the Architect is not released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications.

§ 2.2.4 Architect shall be considered at all times an independent contractor under this Agreement and in the services rendered. During the performance of such services under this Agreement, Architect and Architect's employees or its approved subcontractors will not be considered for any purpose, Owner's employees or agents within the meaning or application of any federal, state, or local law or regulation, including without limitation, laws, rules, or regulations regarding or related to unemployment insurance, old age benefits, worker's compensation, labor, personal injury, or taxes of any kind.

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§ 2.2.5 The Architect represents that the person(s) directly in charge of the professional architectural work are duly registered under the laws of Texas.

§ 2.3 The Architect has identified Tom Lavin, AIA, as the representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be the representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions of Section 3.6.2.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. Written notice shall be given to Owner if Architect must disclose such confidential information. However, the Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's and subcontractor's prior written agreement to maintain the confidentiality of such information.

§ 2.5 The Architect shall maintain the insurance coverage set forth in the Certificate of Insurance Requirements attached to this Agreement as Exhibit B for the duration of this Agreement. The Architect must notify the Owner in the event of cancellation, termination, non-renewal, or material change in any insurance policy. Failure to maintain insurance coverage as required by this Section 2.5 is a material breach of this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Exhibit A ("A&E Fee" section) and in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review for the performance of the Owner's consultants and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not,

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except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents, as described in § 3.4, and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 If Owner finds that any documents or reports produced by Architect under this Agreement do not conform to the specifications of the Basic Services, then Architect will be given ten days after written notice of nonconformity to make any and all corrections to remedy the nonconformance. If after these ten days Architect has failed to make the documents or reports conform to the specifications of the Basic Services, Owner may terminate this Agreement and will only owe for Work done prior to termination and accepted by Owner. All finished or unfinished Work prepared by Architect pursuant to this Agreement will be the property of Owner.

§ 3.2 SCHEMATIC DESIGN DOCUMENTS PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, as defined at Article 6, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule, and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems, and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an Opinion of Probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the General Conditions of the Contract for Construction (AIA Document A201-2017™). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate for the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.5 At the award of the construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, add alternates, deduct alternates into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING AND NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions of the Contract for Construction (AIA Document A201-2017™), Specifications, and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 INTENTIONALLY BLANK
- .3 help in organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 INTENTIONALLY BLANK.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions of the Contract for Construction (AIA Document A201-2017™), Specifications, and Drawings.

§ 3.5.3.2 INTENTIONALLY BLANK.

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§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as modified by Owner and attached as Exhibit C. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Article 4, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed

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deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the general contractor's project manager, the general contractor's project superintendent, and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work.

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall promptly notify the Owner in writing of any observed nonconforming Work and shall reject such nonconforming Work unless the Owner objects to the rejection in writing after notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise stated in AIA Document A201-2017™.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017™, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through the exercise of reasonable care.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications for Payment and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, Subcontractor(s).

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Article 4, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's written approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce, and distribute Drawings and Specifications to describe the Work to be added, deleted, or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article II and at no additional cost to the Owner.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared written request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization and based upon information which shall be furnished by the Contractor, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections (1) to determine the date or dates of Substantial Completion and the date of final completion; (2) to issue Certificates of Substantial Completion; (3) to receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and (4) to issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor:

- .1 consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
- .2 affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and
- .3 any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and make appropriate recommendations to the Owner.

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§3.6.6.6 The Architect shall be responsible for a complete revaluation of the Project during the 11th month after Substantial Completion, or as otherwise indicated on time lines for the Project. Such services shall be furnished without additional charge. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the final completion of the Work. The obligation under this subsection 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services are addressed in Exhibit A. For any Additional Services not addressed in Exhibit A, Owner and Architect will agree in writing to a price for such Additional Services before any work is started.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner has identified Jerry Danforth, Director of Facilities and Special Project Administration, as the representative authorized to act on behalf of the Owner with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 INTENTIONALLY BLANK.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the

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Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 INTENTIONALLY BLANK.

§ 5.8 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service; provided, however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If neither the Bidding Phase nor Negotiation Phase has commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall respond with written authorization of such adjustments, if necessary.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, as defined at § 3.6, is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate this Agreement in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Instruments of Service and the electronic methods of reproducing the Instruments of Service are hereby conveyed, assigned, and transferred by Architect and its consultants to Owner. Architect will enter in to any and all necessary documents to affect such conveyance to Owner. Owner shall retain legal title to such Instruments of Service, whether or not the Project for which they may be made is completed, provided that the Architect has been paid for all compensation due under this Agreement for the services completed by the Architect. No further compensation shall be due to Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after is termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of Service to others under any circumstances. All Instruments of Service, including those in electronic form, shall be furnished to Owner in a format requested by Owner, including electronic format. Architect is entitled to maintain copies of all Instruments of Service.

§ 7.2. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If Architect will be preparing, drafting, displaying, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Architect must: Obtain all necessary licenses, authorizations, and approvals related to its use; include the Owner in any approval, authorization, or license related to its use; and indemnify and hold harmless the Owner related to Architect's alleged infringing or otherwise improper or unauthorized use. Accordingly, the Architect must protect, indemnify, and hold harmless the Owner from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the Owner, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by the Architect of any of its activities or obligations under this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

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§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law. Any claims by the Owner shall be deemed to accrue only when the Owner has obtained actual knowledge of such claims, not before.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to filing a claim in a court of competent jurisdiction. By submitting to non-binding mediation, both parties agree to act with due diligence and in good faith. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Pending resolution of any controversy, claim, or dispute arising out of this Agreement, the Architect must proceed diligently with the performance of the Work or services under this Agreement, and the Owner shall continue to make timely payments of the Architect's invoices. The Owner and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by non-binding mediation. Unless the parties mutually agree otherwise, the District Judge of a District Court in Potter County, Texas shall appoint the mediator, and the mediation shall be held at a mutually agreeable time and place in Potter County, Texas. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, either party may file a claim in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and

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any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than thirty days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§9.7 The Owner's rights to use the Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

§ 9.8 The Owner may, without cause and for its convenience, order the Architect in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine, subject to an appropriate adjustment in the Basic Services Compensation. Architect is not entitled to any compensation for profit or overhead for any adjustment that is made in the Basic Services Compensation. If the Architect disagrees with any adjustment that is made to the Basic Services Compensation, the Architect must file a claim as provided in Article 8 or the same will be deemed to be conclusively waived.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement is entered in to and is to be performed in the State of Texas. The Owner and the Architect agree that the law of the State of Texas shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All litigation arising out of this Agreement shall be brought in the courts sitting in Texas with a venue in Potter County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017™, as supplemented.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. The Architect shall not assign this Agreement without the written consent of the Owner.

§ 10.4 INTENTIONALLY BLANK.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 If the Architect receives information specifically designated by the Owner as "confidential" or "business proprietary," the Architect shall keep such information strictly confidential and shall not disclose it to any other

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person except: (1) to its employees; (2) to those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project; (3) to its consultants and contractors whose contracts include similar restrictions on the use of confidential information or from whom Architect has obtained a prior written agreement to maintain the confidentiality of such information; (4) pursuant to order of court of competent jurisdiction; (5) in order to comply with applicable law, including but not limited to the Texas Public Information Act; (6) if failing to disclose it would create the risk of significant harm to the public; or (7) if failing to disclose it would prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. If the Architect must disclose such confidential information, the Architect shall give written notice to the Owner.

§ 10.7 The Architect warrants that the Architect has not employed or retained any company or person (other than a bona fide employee working solely for the Architect) to solicit or secure this Agreement, and that the Architect has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for the Architect) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

§ 10.8 The Architect acknowledges that all factual unit costs supporting the fees specified in this Agreement are accurate, complete, and current at the time of negotiations; and that any other factual unit costs that may be furnished to Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums, which Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

§ 10.9 Owner is exempt from the payment of all sales, use, and excise taxes. 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 Architect.

§ 10.10 Document retention and audit provisions are the same as those contained AIA Document A201-2017™.

§ 10.11 Architect shall at all times observe and comply with all applicable laws, ordinances, and regulations of the state, federal, and local governments that are in effect at the time of the performance of this Agreement. Architect agrees not to discriminate by reason of age, race, religion, sex, color, national origin, or condition of disability in the performance of this Agreement. Architect further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246, as amended.

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

§ 10.13 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"). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

§ 10.14 Architect's address for notice under this Agreement is:

Lavin Associates, Inc.
Attn: Thomas Lavin, AIA, President

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2810 Duniven Circle, Suite 100
Amarillo, TX 79109
Tel: 806.358.7069
Fax: 806.358.8242
tlavin@lavinarchitects.com

Owner's address for notice under this Agreement is:

City of Amarillo
Attn: Jerry Danforth
P.O. Box 1971
Amarillo, TX 79105-1971
Tel: 806.378.9386
Fax: 806.378.3027
jerry.danforth@amarillo.gov

Any notice end under this Agreement to the address or number above shall be effective as of the date of receipt if sent by registered or certified mail, or as of the date of sending if by fax or email.

§ 10.15 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 of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect with the following Basic Services Compensation:

A fixed A&E fee of \$280,000.00 (for the budgeted construction costs of \$4,000,000.00).

§ 11.2 For Additional Services, the Owner shall compensate the Architect as follows:

Geotechnical reports, civil engineering, landscape architect, survey & topo of the existing site, off-site engineering, the design of water supply, sewer, or utilities to the site, printing, postage, State or local agency filing fees or reports, and TDLR/TAS accessibility reviews and inspections. These fees will be invoiced at the direct cost plus 10% OH&P and is currently budgeted to be \$18,000.00.

§ 11.3 INTENTIONALLY BLANK.

§ 11.4 INTENTIONALLY BLANK.

§ 11.5 INTENTIONALLY BLANK.

§ 11.6 INTENTIONALLY BLANK.

§ 11.7 INTENTIONALLY BLANK.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

. 1 Transportation and authorized out-of-town travel and subsistence;

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- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner in writing;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 10 percent of the expenses incurred. Reimbursable Expenses must be pre-approved by the Owner.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

INTENTIONALLY BLANK.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 INTENTIONALLY BLANK.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Architect shall submit billings monthly for work performed. Architect's billings will be in writing and of sufficient detail to fully identify hours of work performed to date of billing. Any request for reimbursement of expenses must be accompanied by itemized receipts and will be subject to section 11.8 above. 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. In the event the Owner shall default in the performance of any term or provision of this Agreement for any reason other than failure by Architect to perform hereunder, Architect may, if said default shall be continuing after ten days, written notice of such default is deemed received by Owner, exercise any right, as described in Article 8, or remedy available to it by law, contract, equity, or otherwise.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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§ 11.0.5 In no event shall the making by the Owner of any payment to the Architect constitute or be construed as a waiver by the Owner of any breach of this 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.

ARTICLE 12. SPECIAL TERMS AND CONDITIONS

INTENTIONALLY BLANK.

ARTICLE 13. INDEMNITY

§ 13.1 INDEMNITY FOR CLAIMS THAT ARISE FROM NON-PROFESSIONAL SERVICES

Architect hereby agrees to indemnify, defend, and hold harmless Owner, and its officers, and employees from and against damages including costs of defending any action, for or on account of injuries to persons or damage to property of the Owner or any person, firm, corporation or association to the extent arising out of or resulting from any act, omission, or negligence of the Architect, consultants, sub-consultants, and its and their employees in the performance of the work covered by this Agreement or failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived, or modified in any respect by reason of any insurance provided by the Architect under the Contract. Nothing in this paragraph shall apply to indemnification for claims arising from professional services, which is addressed below in Section 13.2.

§ 13.2 INDEMNITY FOR CLAIMS THAT ARISE FROM PROFESSIONAL SERVICES

To the fullest extent permitted by law, Architect agrees to indemnify and hold the Owner, its officers, and employees harmless from and against damages, costs of defending any action, to the extent that it arises out of the Architect's negligent performance of professional services. Architect shall be responsible for performing the professional services in a safe and professional manner and shall be liable for Architect's negligence and that of Architect's employees, and contractors. Nothing in this section shall apply to indemnification for claims arising from non-professional services which are addressed above in Section 13.1.

ARTICLE 14. SCOPE OF THE AGREEMENT

§ 14.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 14.2 This Agreement is comprised of the following documents listed below:

- .1 This document (AIA Document B101™-2007. Standard Form Agreement Between Owner and Architect, with revisions)
- .2 Exhibit A, Initial Information (Proposal dated March 20, 2019 and revised April 17, 2019, from Architect to Owner)
- .3 Exhibit B, Certificate of Insurance Requirements
- .4 Exhibit C, AIA Document A201™-2017. General Conditions of the Contract for Construction

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This Agreement entered into as of the day and year first written above.

OWNER:

ATTEST:

CITY OF AMARILLO, a Texas municipal corporation

Frances Hibbs, City Secretary

By: _____

Jared Miller, City Manager

Date: _____

ARCHITECT:

Lavin Associates, Inc., a Texas corporation

By: Tom Lavin

Printed Name: Thomas Lavin, AIA

Title: President

Date: May 30, 2019

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Civic Pride
Department	Parks & Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE _____

(Contact: Michael Kashuba, Director of Parks and Recreation)

This item conducts a public hearing and first reading of an ordinance adopting the 2019-2020 Standards of Care for recreational care programs administered by the Parks and Recreation Department as required by Texas Human Resources Code section 42.041 (b)(14); and providing an effective date.

Agenda Item Summary

The Standards of Care document is necessary to exempt City youth programs from state child-care licensing requirements. The Standards of Care are intended to be the minimum standards by which the City of Amarillo Parks and Recreation Department will operate the City's Youth Programs.

The Standards of Care Document provides at a minimum: staffing ratios, minimum staffing qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the local standards, and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day-care facility.

Requested Action

- Conduct a public hearing to solicit comments from the public on the 2019-2020 Standards of Care document.
- Approve the first reading of Ordinance _____.

Funding Summary

N/A

Community Engagement Summary

Park Board Recommendations:

6/12/2019 – The Parks and Recreation Board unanimously approved a recommendation to submit the Standards of Care document to the City Council for consideration.

Staff Recommendation

Staff recommends approval of the 2019-2020 Standards of Care document.

ORDINANCE NO. 11792

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING STANDARDS OF CARE FOR THE CITY OF AMARILLO'S PARKS AND RECREATION DEPARTMENT AS REQUIRED BY THE TEXAS HUMAN RESOURCES CODE SECTION 42.041(b)(14); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, recognizes that many children of school age need an organized program for recreational activities after school, during the summer and for other non-school days; and

WHEREAS, the City of Amarillo, through its Parks and Recreation Department, proposes to operate after school programs and camps for children to be operated at City facilities and parks; and

WHEREAS, the City of Amarillo, needs to adopt Standards of Care for these recreational programs to be exempt from licensing requirements for day care facilities; and

WHEREAS, the City of Amarillo has formulated Standards of Care that at a minimum include staffing ratios, minimum staffing qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the local standards further providing for parental notification that the program is not licensed by the state and that the program may not be advertised as a day care; and

WHEREAS, the City of Amarillo Parks and Recreation Board has reviewed the Standards of Care and requests that the City Council adopt the same; and

WHEREAS, the City Council held a public hearing on June 18th of 2019 in accordance with Section 42.041(b)(14) of the Texas Human and Resources.

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

SECTION 1. The City of Amarillo, adopts the "City of Amarillo Parks and Recreation Youth Programs Standards of Care" attached as "Exhibit A" and incorporated herein by reference as required by Section 42.041 (b)(14) of the Texas Human Resources Code.

SECTION 2. Effective Date. This ordinance shall become effective according to law.

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A
City of Amarillo Parks and Recreation
Youth Programs
Standards of Care

Approved by City of Amarillo City Council: ___Date___
Ordinance # ___000___

The following Standards of Care have been adopted by the City Council of the City of Amarillo, pursuant to Texas Human Resources Code Section 42.041 (B)(14) as amended, in order to exempt City Youth Programs from state child-care licensing requirements. The Standards of Care are intended to be the minimum standards by which the City of Amarillo Parks and Recreation Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not child-care facilities.

GENERAL ADMINISTRATION

1. Definitions

- A. City: City of Amarillo
- B. City Council: City Council of the City of Amarillo
- C. Department: Parks and Recreation Department of the City of Amarillo
- D. Director: City of Amarillo Director of Parks and Recreation or his/her designee.
- E. Employee(s) or Staff: Term used to describe people who have been hired to work for the City of Amarillo and have been assigned responsibility for managing, administering, or implementing some portion of the City of Amarillo Youth Programs.
- F. Parent(s): A parent or guardian who has legal custody and authority to enroll a child(s) in the City of Amarillo Youth Programs.
- G. Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for City of Amarillo Youth Programs.
- H. Program Coordinator(s): The City of Amarillo Parks and Recreation full-time employee(s) who has been assigned administrative responsibility to implement City of Amarillo Youth Programs.
- I. Program Manual: Notebook of policies, procedures, required forms and organizational and programming information relevant to each City of Amarillo Youth Program(s).
- J. Program Site: Any area or facility where the City of Amarillo Youth Programs are held.
- K. Supervisor: Any City of Amarillo Parks and Recreation Department employee who has been assigned the responsibility to supervise and implement City of Amarillo Youth Programs.

- L. Attendant/Leader/Specialist: Any City of Amarillo Parks and Recreation Department employee who has been assigned the responsibility to implement City of Amarillo Youth Programs.
- M. Youth: A person who is not less than five years or more than 13 years of age.
- N. Youth Programs: City of Amarillo Youth Programs held at the City's Charles E. Warford Activity Center, Amarillo Zoo, or designated City of Amarillo Park sites. Other programs may be subsequently designated by the City of Amarillo. These programs are not licensed child-care facilities.

2. Organization

- A. The governing body of the City of Amarillo Parks and Recreation Programs is the City of Amarillo City Council.
- B. Implementation of the Parks and Recreation Youth Programs Standards of Care is the responsibility of the Director of Parks and Recreation and Departmental Employees.
- C. Youth Programs ("Program") to which these Standards of Care apply are programs operated by the City of Amarillo and held at the Charles E. Warford Activity Center, Amarillo Zoo and designated City Park sites. Other programs may be subsequently designated by the City of Amarillo.
- D. The Director shall implement, administer, and enforce the Youth Program Standards of Care. The Director may establish rules, regulations, policies and procedures, consistent with the Standards of Care as the Director determines are necessary to discharge any duty under or to affect the policy of the Standards of Care.
- E. No City Youth Program may be advertised as a child-care facility.
- F. The Standards of Care apply to all Youth Programs sponsored by the City whether offered afterschool, during the summer, or during holidays.
- G. Each Program Site will be provided the website address of where a current copy of the Standards of Care is located. A current copy of the Standards of Care will be available for viewing in the Parks Administration Office, Room 201, 601 S. Buchanan Street, Amarillo, Texas, 79101 and the Charles E. Warford Activity Center, 1330 NW 18th Avenue, Amarillo, Texas, 79107 or online at www.amarilloparks.org.
- H. Parents of participants will be provided the website address of www.amarilloparks.org where the current copy of the Standards of Care can be accessed. Parents of participants will be informed that the City of Amarillo Youth Programs are not licensed by the State of Texas as a child care facility.
- I. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal checks indicate an applicant has been arrested for any of the following offenses, he or she may not be considered for employment:
 - a. A felony or misdemeanor classified as an offense against a person;
 - b. A felony or misdemeanor classified as public indecency;

- c. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance or any violation of City Policy;
- d. Any offense involving moral turpitude;
- e. Any offense that would potentially put the City of Amarillo or participants of the Program at risk.
- f. No person with conviction of or who is under indictment for, or is subject of an official criminal complaint alleging any crimes listed in the Texas Department of Protective and Regulatory Service's Day Care Center Minimum Standards and Guidelines Appendix II or a felony violation of the Texas Controlled Substance Act.

3. Inspections/Monitoring/Enforcement

- A. An annual Program Site inspection report will be initiated by the Program Coordinator(s) of each Program to confirm the Standards of Care are being met. The annual report will be submitted no later than April 1 each year. Each inspection report will be sent to the Director for review and kept on record for two years. The Director shall review each report and establish deadlines and criteria for program compliance with the Standards of Care.
- B. The Program Coordinator(s) will make visual inspections of the Program based on the following schedule. Each visual inspection report will be filed in program files and kept on record for two years.
 - (1) Warford After-School Program site will be inspected bimonthly.
 - (2) Summer Recreation Program sites will be inspected biweekly during its summer schedule.
 - (3) Camp Program sites will be inspected one time per weekly camp session.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Program Coordinator(s). The Program Coordinator(s) will be responsible to take the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be documented by the Program Coordinator(s). Serious complaints regarding the Standards of Care will be addressed by the Director and the complaint resolution will be noted. Each complaint report will be sent to the Director for review and kept on record for two years.
- D. The Director will provide an annual report to the City Council regarding the overall status of the Youth Program and its operation relative to compliance with the adopted Standards of Care as a part of the City Council's annual review and adoption of Standards of Care.

4. Enrollment

- A. Before a child can be enrolled, a parent must sign registration forms that contain the child's:

- (1) Name, address, home telephone number, email address;
- (2) Name and address of parents and telephone number during program hours;
- (3) Names and telephone numbers of the people to whom the child can be released;
- (4) Statement of the child's special problems or needs;
- (5) Emergency medical authorization;
- (6) Proof of residency when appropriate;
- (7) Liability waiver; and
- (8) An acknowledgement that the parent has been informed and understands the program is not licensed by the State of Texas.

5. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In an Employee involved situation in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the appropriate Program Coordinator(s). The Program Coordinator will immediately notify the Texas Department of Protective and Regulatory Services and/or the Amarillo Police Department, and the Director.

Texas State Law requires staff to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines of up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING – RESPONSIBILITIES AND TRAINING

1. Program Coordinator(s)

Qualifications:

- A. Program Coordinator(s) will be full-time, professional employees of the City of Amarillo Parks and Recreation Department and will be required to have all Supervisor and Attendant/Leader/Specialist qualifications as outlined the document.
- B. Program Coordinator(s) must have a bachelor's degree from an accredited college or university or at least two (2) years of developing, implementing and supervising recreational, wellness or community based programming for children and youth.
- C. Program Coordinator(s) must pass a background investigation including testing for illegal substances.

- D. Program Coordinator(s) must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either the American Heart Association or American Red Cross standards.
- E. Program Coordinator(s) must possess a valid Class C Texas Driver's License.

Responsibilities:

- A. Program Coordinator(s) are responsible for the planning, development, administration, implementation, and evaluation of the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Program Coordinator(s) are responsible for hiring, supervising, and evaluating Supervisors and Attendants/Leaders/Specialists.
- C. Program Coordinator(s) are responsible for complex recordkeeping and retention.

2. Supervisor(s)

Qualifications:

- A. Supervisor(s) will be full-time seasonal employees of the City of Amarillo Parks and Recreation Department and will be required to have all Attendants/Leaders/Specialists qualifications as outlined in the document.
- B. Supervisor(s) working with children must be age 18 or older.
- C. Supervisor(s) must have at least two (2) years experience working with children and youth.
- D. Supervisor(s) must complete 8 hours of child care training per calendar year. Training must be completed prior to Program start dates and completed on an annual basis.
- E. Supervisor(s) must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either the American Heart Association or American Red Cross standards.
- F. Supervisor(s) must possess a valid Class C Texas Driver's License.

Responsibilities:

- A. Supervisor(s) assist in the administration, implementation and daily supervision of the Programs' daily operations in compliance with the adopted Standards of Care.
- B. Supervisors assist in the evaluation of Attendants/Specialists/Leaders.
- C. Supervisor(s) assist in the planning, implementing, and evaluating of programs.
- D. Supervisor(s) are responsible for moderately complex reporting and recordkeeping.
- E. Supervisor(s) must pass a background investigation including testing for illegal substances.

- F. Supervisor(s) will be required to provide all Attendants/Specialists/Leaders responsibilities as outlined in the document.

3. Attendant(s)/ Leader(s)/Specialist(s)

Qualifications:

- A. Attendant(s)/Leader(s)/Specialist(s) will be part-time or seasonal employees of the City of Amarillo Parks and Recreation Department.
- B. Attendant(s)/Leader(s)/Specialist(s) working with children must be age 16 or older.
- C. Attendant(s)/Leader(s)/Specialist(s) should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Attendant(s)/Leader(s)/Specialist(s) must relate to children with courtesy, respect, tolerance, and patience.
- E. Attendant(s)/Leader(s)/Specialist(s) must have successfully completed a course in first aid, CPR, and AED training based on with American Heart Association or American Red Cross Standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.
- F. Attendant(s)/Leader(s)/Specialist(s) must pass a background investigation including testing for illegal substances.
- G. Attendant(s)/Leader(s)/Specialist(s) must complete 8 hours of child care training per calendar year. Training must be completed prior to Program start dates and completed on an annual basis.

Responsibilities:

- A. Attendant(s)/Leader(s)/Specialist(s) assist with planning preparation and delivery of recreation programs, education programs, special events, camps, and public programs.
- B. Attendant(s)/Leader(s)/Specialist(s) engage in creative, age-appropriate, and responsibly managed activities with youth/program participants.
- C. Attendant(s)/Leader(s)/Specialist(s) provide assistance in educational presentations.
- D. Attendant(s)/Leader(s)/Specialist(s) are responsible for moderately complex reporting and recordkeeping.

4. Training/Orientation

- A. The Department is responsible for providing training and orientation to Program Employees working with children and for specific job responsibilities. Program Coordinators will provide each Supervisor and Attendant/Leader/Specialist with a Program Manual specific to each Youth Program.

- B. Program Employees must be familiar with the Standards of Care as adopted by the City Council.
- C. Program Employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program Employees will be trained in appropriate procedures to handle emergencies.
- E. Program Employees will be trained in City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child care training, and organization.
- F. Program Employees must have successfully completed a course in first aid, CPR, and AED training based on with American Heart Association or American Red Cross Standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.
- G. Program Employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff-Participant Ratio

- A. The standard ratio of Participants to Attendant(s)/Leader(s)/Specialist(s) in programs will be no more than 20:1. In the event an Attendant/Leader/Specialist is unable to report to work, a replacement will be assigned.
- B. Each Participant shall have a Program Employee who is responsible for the Participant and who is aware of the Participants habits, interests, and any special problems as identified by the Participant's Parent(s) during the registration process.

2. Notification

- A. Parents must be notified immediately when Program Employees are aware of a Participant injury or a Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, and/or illness).
- B. The disease will be reported to City of Amarillo Department of Public Health/Amarillo Bi-City-County Health District. All parents must be notified if there is an outbreak of any communicable disease or a single case of one of the notifiable conditions.
- C. Attendant(s)/Leader(s)/Specialist(s) must complete an injury report and submit the report to the Supervisor and/or Program Coordinator.

3. Discipline

- A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the Program Participants.

- B. There must be no cruel or harsh punishment or treatment.
- C. Program Employees may use brief, supervised separation from the group, if necessary.
- D. As necessary, Program Employees will initiate discipline reports to Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.
- E. A sufficient number and/or severe nature of discipline reports detailed in the Program Manual may result in a Participant being suspended from the Program.
- F. In instances where there is a danger to Participants or Program Employees, offending Participant(s) will be removed from the Program Site as soon as possible.

4. Programming

- A. Program Employees will attempt to provide activities for each group according to the Participant's ages, interests, and abilities. The activities must be appropriate to the Participants' health, safety and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.
- B. Program Employees will attempt to provide indoor (Warford Center/Zoo) and outdoor time periods that include:
 - (1) alternating active and passive activities;
 - (2) opportunity for individual and group activities; and
 - (3) outdoor time each day weather permits.
- C. Program Employees will be attentive and considerate of the Participants' safety including access to emergency medical forms, emergency contact information for each Participant, first aid supplies and a Guide to First Aid and Emergency Care.
- D. Program Employees must have a written list of the Participants in the group and must check roll frequently.

5. Communication

- A. Each Program Site will have access to a telephone for use in contacting Supervisor, Program Coordinator, Director or for emergency calls.
- B. The Program Coordinator(s) will make available the following phone numbers to all Program Employees:
 - (1) Amarillo Medical Services – Ambulance
 - (2) Amarillo Police Department
 - (3) Amarillo Fire Department
 - (4) Poison Control
 - (5) Program Site Phone Number
 - (6) Numbers at which Parents may be reached
 - (7) Director/ Parks Administration Office

6. Transportation

- A. The City of Amarillo does not provide transportation services related to Youth Programs.

FACILITY STANDARDS

1. Safety

- A. Program Employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of Participants. A daily inspection report will be completed by Program Employees and kept on file by the Supervisor and/or Program Coordinator.
- B. Buildings, grounds and equipment on the Program Site will be inspected, cleaned, repaired and maintained to protect the health of the Participants.
- C. Program equipment and supplies must be safe for Participants use.
- D. Program Employees must have first aid supplies readily available at each Program Site.
- E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.
- F. Porches and platforms more than 30 inches above ground at the Program site must be equipped with railings Participants can reach.
- G. All swing seats at Program Sites must be constructed of durable, lightweight, relatively pliable material.
- H. Program Employees must have first aid supplies readily available to Program Staff in a designated location. Program Employees must have an immediately accessible Guide to First Aid and Emergency Care.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program Employees first priority is to evacuate the Participants to a safe area.
- B. The Program Site will have an annual fire inspection by the City's Fire Marshal as appropriate (Warford Center, Zoo) and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the City Council.
- C. All Program Employees will be trained in the proper use of fire extinguishers as well as to the locations of fire extinguishers at Program Sites.
- D. Fire drills will be initiated at Program Sites based on the following schedule:

- (1) Warford Center After-School Program – A fire drill will be conducted once every three months.
- (2) Amarillo Zoo – A fire drill will be conducted once per session.

3. Health

A. Illness or Injury

- (1) A Participant who is considered to be a health or safety concern to other Participants or Program Employees will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program Employees.
- (3) Program Employees will follow all plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program Manual.
- (4) Program Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Medication Administration

- (1) Program Employees will not administer medication.
- (2) Medications needed for immediate use for life-threatening conditions (e.g. bee-sting medication, inhaler) and limited medications approved for use in first-aid kits may be carried and self administered by Participant.
- (3) Program shall have on file a written statement for Participant to carry medication and related paraphernalia or devices.

C. Toilet Facilities

- (1) The Program Site will have inside toilets located and equipped so children can use them independently and Program Staff can supervise as needed.
- (2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) Each Program Site must have adequate light, ventilation and heat.
- (2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a sanitary manner.
- (3) Program Employees must see that garbage is removed daily.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Transportation Systems
Department	Amarillo City Transit (ACT)		
Contact	Marita Wellage-Reiley, Transit Director		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION AUTHORIZING AMARILLO CITY TRANSIT (ACT) TO SUBMIT GRANT APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)

(Contact: Marita Wellage-Reiley, Transit Director)

This item conducts a public hearing and is consideration of a resolution that would authorize ACT to submit grant applications to the FTA in the amount of \$3,413,248 and to TxDOT in the amount of \$521,928 for ACT capital and operating expenses in fiscal year 2019/2020.

Agenda Item Summary

ACT requests authorization to apply for grant funding from the FTA in the amount of \$3,413,248 and to TXDOT in the amount of \$521,928. The grant programs require that a public hearing be held to solicit comments from the public. FTA and TxDOT grant funding will be used for ACT capital and operating expenses in fiscal year 2019/2020.

Requested Action

- Conduct a public hearing to solicit comments from the public on the ACT application to FTA and TxDOT for grant funding.
- Authorize ACT to submit grant applications to the FTA in the amount of \$3,413,248 and to TxDOT in the amount of \$521,928.

Funding Summary

FTA and TxDOT grant funding is used to support ACT capital and operating expenses in fiscal year 2019/2020.

Community Engagement Summary

ACT published notice of the public hearing and made available information for review on-line and at the Transit Operations Facility located at 801 S.E. 23rd Ave. located on the ACT Route 33.

Staff Recommendation

Staff recommends conduct of a public hearing and approval of the resolution, authorizing ACT to submit grant applications to the FTA and TxDOT for ACT capital and operating expenses in fiscal year 2019/2020.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE FILING OF GRANT APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A GRANT UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION ACT (FAST) OF 2015, AS AMENDED; AUTHORIZING CITY MANAGER TO EXECUTE; OTHER PROVISIONS

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Fixing America's Surface Transportation Act of 2015, the application gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum feasible opportunity to compete when the applicant procures construction contracts, supplies, equipment contracts, or consultant and other services; and,

WHEREAS, the Amarillo City Council has on this date conducted a public hearing, after advertising same, on the operation of the Amarillo transit system and its proposed Program of Projects;

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

SECTION 1. That the City Council has conducted and now concludes the public hearing, and finds a continuing need and necessity for public mass transportation in Amarillo, Texas that will be met by the proposed Program of Projects;

SECTION 2. That the City Manager is authorized to execute and file an application for FY 2019/2020 in the amount of THREE MILLION, FOUR HUNDRED THIRTEEN THOUSAND, TWO HUNDRED AND FORTY EIGHT DOLLARS (\$3,413,248) with the Federal Transit Administration to aid in the financing of capital and operating assistance projects pursuant to Section 5307 of the Fixing America's Surface Transportation Act of 2015 and FIVE HUNDRED TWENTY ONE THOUSAND, NINE HUNDRED AND TWENTY EIGHT DOLLARS (\$521,928) with the Texas Department of Transportation on behalf of the City of Amarillo, Texas.

SECTION 3. That the City Manager is authorized to furnish such additional information as the Federal Transit Administration and the Texas Department of Transportation may require in connection with the application or project.

SECTION 4. That the City Manager is authorized to execute all necessary grant contract agreements and other forms on behalf of the City of Amarillo, Texas, with the Federal Transit Administration and the Texas Department of Transportation for aid in the financing of the capital and operating assistance project.

SECTION 5. To the extent that this resolution or any part of it conflicts with a prior resolution, then such prior resolution is repealed to the extent of such conflict.

SECTION 6. If any part of this resolution is determined to be invalid, such invalidity shall not affect any other part(s) of this resolution.

SECTION 7. This resolution is effective on and from the date of adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of _____ 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Brian McWilliams, City Attorney

NOTICE OF AVAILABILITY
FY 2019/2020 PROGRAM OF PROJECTS – AMARILLO CITY TRANSIT

The City of Amarillo in fulfillment of the requirements to receive financial assistance from the Texas Department of Transportation, Federal Transit Administration, for the Amarillo City Transit system has developed a special Program of Projects identifying those projects and activities for which assistance will be sought.

The City of Amarillo, Texas is requesting \$521, 928 from the Texas Department of Transportation to support Amarillo City Transit operations. The City of Amarillo, Texas is requesting \$3,413,248 in Federal Transportation Administration Funding for capital and operating projects for Amarillo City Transit. Funds will be used to provide preventive maintenance, operation of fixed route and Spec Trans services and acquisition of capital items to support transit operations. The City of Amarillo will provide matching funds as required.

Notice of Public Hearing

Prior to submission of the Program of Projects to the Federal Transit Administration and the Texas Department of Transportation, the Amarillo City Council will conduct a public hearing on Tuesday, June 18, 2019 at 1:00pm. The hearing will be held in the City Council Chambers, Room 302, City Hall, 601 S. Buchanan, Amarillo, Texas. The purpose of the public hearing will be to afford citizens the opportunity to discuss the fiscal year 2018 - 2019 Program of Projects and the performance of the Amarillo City Transit system. Unless there is an objection regarding the above proposed transit improvements, this notice will serve as the Final Notice of the fiscal year 2019 - 2020 Program of Projects.

Title VI Notice
The City of Amarillo, Texas
Amarillo City Transit

The City of Amarillo operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Amarillo.

For more information on the City of Amarillo's civil rights program and the procedures to file a complaint contact, Marita Wellage-Reiley at 806-378-6842, (TTY 806-372-6234), email marita.wellage-reiley@amarillo.gov or visit the administrative offices at 801 SE 23rd Street, Amarillo, Texas 79105. The Transit Department offices are located on Route 33 with a bus stop at the front door of the office. For more information, visit www.amarillo.gov.

The City of Amarillo - Amarillo City Transit hereby certifies that, as a condition of receiving Federal financial assistance, it will ensure that: No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.

Interested parties are hereby afforded the opportunity to comment on the performance of Amarillo City Transit, request additional information on Amarillo City Transit's nondiscrimination obligations or file a complaint. Written comments may be submitted to the Deputy City Manager, P.O. Box 1971, Amarillo, Texas 79105. A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Ave., SE, Washington DC 20590.

Limited English Proficiency

If information is needed in another language, contact 806-378-6842. This information is available free of any charge. You will also find Title VI information in other languages at www.amarillo.gov. Amarillo City Transit has a limited English Proficiency Plan where Amarillo City Transits information in other languages is made available at no cost. Should you desire this information, you may contact Marita Wellage-Reiley at (806) 378-6842 or marita.wellage-reiley@amarillo.gov.

Si requiere que se le proporcione información en un idioma distinto al inglés, contacte al 806-378-6842. Esta información está disponible libre de cualquier cargo. También podrá encontrar información del Título VI en otros idiomas en www.amarillo.gov. El Sistema de Tránsito de Amarillo City tiene un plan de asistencia para personas con limitaciones en el idioma inglés por medio del cual el Departamento de Tránsito de la Ciudad de Amarillo proporciona información en otros idiomas sin costo alguno. Si desea más información, contacte con Marita Wellage-Reiley al (806) 378-6842 o a marita.wellage-reiley@amarillo.gov.

Nếu cần thông tin bằng một ngôn ngữ khác, vui lòng liên hệ 806-378-6842 Thông tin này hoàn toàn miễn phí. Bạn cũng có thể tìm thấy thông tin về điều luật số VI tại trang web: www.amarillo.gov. Công ty Vận Tải Nội Thành Amarillo có Chương Trình dành cho Người Không Thông Thoại Tiếng Anh, trong đó thông tin miễn phí về Công ty Vận Tải Nội Thành Amarillo bằng các ngôn ngữ khác Nếu cần thông tin, bạn có thể liên hệ với Marita Wellage-Reiley số (806) 378-6842 hoặc email marita.wellage-reiley@amarillo.gov.

Accessibility Statement

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (SE 7th Avenue) 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 for a sign or other language interpreter must make a request with the City Secretary two business days before the meeting, by telephoning 378-3013, or the City TDD telephone number at 378-4229.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	06/18/2019	Council Priority	Economic Development and Redevelopment
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter		

Agenda Caption

APPROVAL – INCENTIVE AGREEMENT – ACCELERATOR PROGRAM BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND WEST TEXAS A&M UNIVERSITY ENTERPRISE CENTER

This item authorizes AEDC to enter into an agreement to launch and facilitate the growth of a technology accelerator that would assist in the development of new primary companies, provide new technology opportunities to regional corporations and increase community involvement in the economic ecosystem.

Agenda Item Summary

As a supporter of entrepreneur advancement and long-time partner of the AEDC, the WTEC is seeking financial support for program funding of \$200,000 annually for a period of three years which will fund operational costs of the center’s new accelerator.

The accelerator encourages companies to apply for a 14-week intensive program, managed and hosted by the WTEC, that gives them access to seed capital investment, coaching, resources, community involvement and more to help them gain proof of concept/revenue to launch their business. At the end of their launch phase, they will have an opportunity to pitch their business to corporate leaders and investors in the region for additional investment or acquisition. Each company can apply for and receive seed funding of up to \$25K through the accelerator program

The goal for each cohort would be for 5 regional companies and 5 national companies to be awarded funding. The WTEC benefits from this program by retaining cohort companies to participate in post-acceleration, incubation services.

Requested Action

Approve as presented.

Funding Summary

\$600,000 (\$200,000 per year for 3 years)

Community Engagement Summary

N/A

Staff Recommendation

The AEDC Board Approved on 6/10/2019 and the AEDC Staff Recommends approval.

INCENTIVES AGREEMENT - ACCELERATOR PROGRAM
Between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
WEST TEXAS A&M UNIVERSITY ENTERPRISE CENTER

THIS INCENTIVES AGREEMENT - ACCELERATOR PROGRAM (Agreement) is entered into the 1st day of July, 2019 (**Effective Date**), by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION (Amarillo EDC)**, a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas; and **WEST TEXAS A&M UNIVERSITY ENTERPRISE CENTER (WTEC)**, a Texas governmental entity, a center of West Texas A&M University (**WTAMU**) and a member of the Texas A&M University System (**A&M SYSTEM**) having its principal place of business in Amarillo, Potter County, Texas.

WHEREAS, **Amarillo EDC** seeks to promote business development in the Amarillo, Texas area by providing funding to **WTEC** for the operation of a small business accelerator program (as more specifically described herein, the **Accelerator**) which is expected to have a substantial stimulative effect on the Amarillo economy; and

WHEREAS, **WTEC** requests funding from **Amarillo EDC** under this Agreement and agrees to use such funding solely to operate the **Accelerator**.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and agreements contained herein, **Amarillo EDC and WTEC** agree to the terms, conditions, obligations, covenants, duties and rights set forth in this Agreement.

TERMS OF AGREEMENT

Amarillo EDC, by its execution of this Agreement, agrees to provide funding to or on behalf of **WTEC** for the establishment and operation of the **Accelerator** up to a maximum amount of \$600,000 and **WTEC**, by its execution of this Agreement, agrees to use such funds solely for the operation of the **Accelerator**, under the terms of this Agreement.

A. PARTIAL ACCELERATOR FUNDING

1. **Partial Start-up Funding of the Accelerator.** WTEC requests that **Amarillo EDC** partially fund the establishment of the Accelerator in an amount of \$50,000. Provided that **WTEC** is in compliance with the terms of this Agreement, **Amarillo EDC** will pay to **WTEC** \$50,000 within 30 days of the Effective Date. In exchange, **WTEC** will, promptly after the Effective Date, commence and diligently pursue the establishment of the **Accelerator**.

2. **Partial Operational Funding of the Accelerator.** WTEC requests that **Amarillo EDC** partially fund operations of the Accelerator in an amount not to exceed \$550,000 over a three year term beginning on the Effective Date (**Term**). Provided that **WTEC** is in compliance and remains in compliance with the terms of this Agreement, **Amarillo EDC** will pay to **WTEC** \$150,000 for the first year of the Term and installments of \$200,000 for the second and third years of the Term, respectively. The first installment will be due within 30 business days of **Amarillo EDC's** receipt of an invoice submitted no earlier than the submission of the report required under Section A(5)(a) for the **Accelerator** class completed during the first year of the Term. The second and third installments will be due within 30 business days of **Amarillo EDC's** receipt of invoices submitted no earlier than the submission of the reports required under Section A(5)(a) for the **Accelerator** classes completed during the second and third years of the Term, respectively. In exchange, **WTEC** agrees to diligently operate the **Accelerator** throughout the Term.

3. **Accelerator.** In addition to all other terms of this Agreement, from and after **WTEC's** establishment of the **Accelerator**, which will be done promptly after the Effective Date, and thereafter throughout the Term, **WTEC** agrees that the **Accelerator** will:

- a. Be located and operated exclusively in Amarillo, Texas;
- b. Consist of an approximately 14-week intensive program offered once per year, involving coaching, resources, community involvement, vision execution, business coaching, training, investor relations, and related services intended to gain proof of concept and revenue to launch or expand an **Accelerator** participant's business;
- c. Process to completion no less than six businesses per **Accelerator** Fiscal Year (defined below) through the **Accelerator** (including having adequate staff, space, and other resources);
- d. Accept and review applications to participate in the **Accelerator**; and
- e. Require **Accelerator** participants to agree to report job figures (including number of employees, hours worked and locations worked) upon the expiration of six months following the participants' completion of the **Accelerator** (and allow **WTEC** to share such information with **Amarillo EDC**).

As used herein, the term **Accelerator Fiscal Year** means each consecutive period of 12 months beginning on July 1 of each year of the Term, provided that the first **Accelerator Fiscal Year** begins on July 1, 2019. In the event that the **Accelerator Fiscal Year** does not begin on July 1, 2019, the **Accelerator Fiscal Year** will begin on the first day of the calendar month in which the **Accelerator Fiscal Year** actually begins, provided that the first **Accelerator Fiscal**

Year must begin no later than December 1, 2019.

4. **Cessation of Amarillo EDC's Obligations.** In addition to any other right or remedy of Amarillo EDC herein, WTEC agrees that Amarillo EDC's obligation to pay the installments due to WTEC under Section A(2) of this Agreement will terminate if:

a. The Accelerator is not in consistent operation during the Term and in compliance with the requirements of this Agreement;

b. Any Annual Certification (defined below) is not timely received by the Amarillo EDC; or

c. Any Annual Certification reveals that less than 50% of the businesses that have completed the Accelerator report maintaining at least one FTE (defined below) in or around Amarillo, Texas¹.

Notwithstanding the foregoing, it will not be a default by WTEC under this Section A(4) if the Accelerator's operations are suspended for brief periods between regular Accelerator classes.

5. **WTEC's Annual Certification.**

a. Within 45 business days of the six month anniversary of the completion of the Accelerator, WTEC will provide to Amarillo EDC a written report containing the hours and job figures required to be reported by each Accelerator participant to WTEC. Each written report will include an indication of how many Accelerator participants have maintained at least one full time employee (FTE) (defined below) in the Amarillo, Texas area (which will include the 50-mile radius around the City of Amarillo, Texas) during such six-month period (Annual Certification).

b. Additionally, within 30 business days of the end of each Accelerator Fiscal Year of the Term, WTEC will provide to Amarillo EDC an income and expense statement (and other documents reasonably requested by Amarillo EDC) reflecting the use of Amarillo EDC funds received under this Agreement along with written confirmation that the Accelerator is in existence and continues to be in operation, all certified as true and correct by the Executive Director of WTEC.

c. Only employees of Accelerator participants may qualify as an FTE. An employee that is counted as one "FTE," will be any employee who has worked 900 hours or more during that period in Amarillo, Texas or within 50 miles of Amarillo, Texas. Part-time employees for each six-month period will be treated as partial FTEs for the period and will be

¹ Any Accelerator participant that fails to timely report the number of primary jobs in or around Amarillo, Texas will be deemed to have reported zero primary jobs.

calculated by dividing the number of hours actually worked for each employee working less than 900 hours by 900, and rounded to the nearest one-hundredth place. Full-time, but less than the full six-month period, employees will be treated as partial FTEs and calculated as described above. The total of full-time FTEs and partial FTEs will constitute the total FTEs for each six-month period.

B. GENERAL PROVISIONS

6. **Governmental Approval.** This Agreement is part of a project (as defined in Tex. Loc. Gov't Code Ch. 501). If the project is not approved by the Board of Directors of the **Amarillo EDC** and the City Commission of the City of Amarillo, Texas within 45 business days from the execution of this Agreement, this Agreement will terminate without further obligations of **Amarillo EDC** or **WTEC**.

7. **WTEC's Representations and Warranties.** **WTEC** warrants and represents that:

- a. It is a duly organized and existing Texas governmental entity.
- b. The execution, delivery and performance by **WTEC** under this Agreement, all its certifications, and other required documents are duly authorized.
- c. To the best of **WTEC's** knowledge, no certificate or written statement provided by **WTEC** to **Amarillo EDC** in connection with this Agreement contains any untrue statement of a material fact.
- d. The primary purpose of the **Accelerator** is to accelerate small businesses that will obtain or maintain primary jobs, as such term is defined and used in Chapters 501 and 504 of the Texas Local Government Code, in the Amarillo, Texas area.

These representations will be deemed made and re-made upon the execution of this Agreement, the payment of each installment hereunder, and upon delivery of any required document or required financial statement, provided to **Amarillo EDC** relating to **WTEC** and the subject matter of this Agreement.

8. **Affirmative Covenants of WTEC.** On a continuing basis throughout the Term, **WTEC** agrees that it will, at **WTEC's** expense:

- a. Cause the **Accelerator** and equipment and facilities used in connection therewith to be kept in good and effective operating condition so as to allow **WTEC** to run the **Accelerator** to the full extent provided for in this Agreement.

b. Employ or otherwise engage experts, professionals, and other instructors necessary or appropriate to allow **WTEC** to run the **Accelerator** to the full extent provided for in this Agreement.

c. Do and perform all acts required of **WTEC** under this Agreement.

9. **Default.** The term "default", as used in this Agreement and in addition to any other term or event of default described in this Agreement, means the failure of **WTEC** to comply with the terms and conditions of this Agreement including, but not limited to, failure of the **Accelerator** to meet the criteria in this Agreement.

In the event of an alleged default by **WTEC** under the terms and conditions of this Agreement, **Amarillo EDC** will give 15 business days' written notice to **WTEC**. If such alleged default or failure is not cured within 15 business days after the receipt by **WTEC** of written notice of same, in addition to any other remedy hereunder or provided by law, **Amarillo EDC** will have the right to terminate this Agreement. Upon such termination, the parties will go their separate ways without further liability to the other under this Agreement, except as otherwise specifically provided herein.

10. **Assignability.** **THIS AGREEMENT WILL BE BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS AND MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH CANNOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED.**

11. **Governing Law.** All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Pursuant to Section 85.18 (b), *Texas Education Code*, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, **WTEC**, as applicable, is located.

12. **Force Majeure.** If, by reason of force majeure, such as fire, flood, windstorm, or other act of God, **WTEC** is reasonably unable to fulfill its obligations under this Agreement (including, but not limited to, the requirement that the Accelerator satisfy the terms of this Agreement throughout the Term), **WTEC** will use reasonable and diligent effort to rectify the situation to allow it to continue such operations within a reasonable time, which period will, in no event, be longer than six months, and which period will be added to the Term.

13. **Limitations.** The parties are aware that there are constitutional and statutory limitations on the authority of **WTEC** (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on **WTEC's** property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or

settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on WTEC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by WTEC nor any other conduct, action, or inaction of any representative of WTEC relating to this Agreement constitutes or is intended to constitute a waiver of WTEC's or the state's sovereign immunity to suit.

14. **Notices.** Any notice required or permitted under this Agreement must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. **A&M SYSTEM** and **Amarillo EDC** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Amarillo EDC:	Amarillo EDC Attn: President and CEO 801 S. Fillmore, Suite 205 Amarillo, Texas 79101 Kevin@AmarilloEDC.com
With copies to:	Underwood Law Firm, P.C. Attn: John B. Atkins 500 S. Taylor, Suite 1200 Amarillo, Texas 79101 John.Atkins@uwlaw.com
WTEC:	WT Enterprise Center 2300 N. Western Amarillo, Texas 79124 kyla@wtenterprisecenter.com
With copies to:	WTAMU WT Box 60188 Canyon, TX 79016 rrikel@wtamu.edu

THIS INCENTIVES AGREEMENT - ACCELERATOR PROGRAM, DESCRIBED AND CONTEMPLATED UNDER THIS AGREEMENT, REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ITS PROVISIONS MAY NOT BE WAIVED, TERMINATED OR AMENDED EXCEPT BY SUBSEQUENT WRITTEN AGREEMENT SIGNED BY BOTH THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

This Agreement is executed by duly authorized representatives of the parties, and is effective as of the Effective Date listed above.

Amarillo EDC:

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

WTEC:

WEST TEXAS A&M UNIVERSITY ENTERPRISE CENTER

RECOMMENDED APPROVAL:

By: _____
Kyla Frye, Executive Director

WEST TEXAS A&M UNIVERSITY:

By: _____
Dr. Walter V. Wendler, President

3D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 18, 2019	Council Priority	Civic Pride
Department	Parks & Recreation		
Contact	Michael Kashuba, Director of Parks and Recreation		

Agenda Caption

CONSIDER APPROVAL - PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC (MIG, INC.) TO DEVELOP A PARKS MASTER PLAN

Agreement with MIG, Inc. in the amount of \$158,805.00

This item is a professional services agreement with MIG, Inc. to develop a Parks Master Plan that will include options for a Hike and Bike Plan and Beautification and Public Art Master Plan.

Agenda Item Summary

The Parks Master Plan will be driven by a collaborative decision-making process to identify project priorities unique to Amarillo. As such, the plan will consist of four primary phases and two optional components.

In Phase 1, the existing conditions analysis, the team will lead targeted efforts to gather background information from a variety of sources. Interviews will be conducted with key City leaders, meetings will be facilitated with the Park and Recreation Board (PRB) and the Project Leadership Team (PLT), public outreach will begin, and existing assets will be evaluated by establishing a park facility inventory and map. This information will be incorporated into Brief #1, providing an overview of the current state of Amarillo's parks and recreation system and operations.

In Phase 2, the needs assessment, the team will evaluate the community's park and recreation needs through a public online questionnaire and through a technical assessment of service gaps, operational constraints and access to desired recreation and sports opportunities. The needs assessment analysis will identify existing deficiencies, opportunities to meet existing and future needs, as well as community needs for the park and recreation system. All findings will be discussed with the PRB and PLT, then formulated into 2 documents, Brief #2 and Brief #3.

In Phase 3, parks and recreation strategies, the team will document the new vision, goals and policies, objectives, and standards to develop draft recommendations (Brief #4) for site acquisition, development and improvements. All recommendations will be incorporated into a capital projects list containing prioritization criteria for the PRB/PLT meetings. Following these meetings, the team will develop a strategy that summarizes capital and maintenance costs associated with enhancing the park system. Additional feedback from residents and stakeholders will be gathered through 3-4 community focus groups and through an online Prioritization Challenge that prioritizes investment for projects.

In Phase 4, the Master Plan development, the team will identify staffing/resource needs and evaluate potential funding sources and implementation strategies, phased as short- and long-term projects to complete over the next 10 years. All plan materials will be summarized in a draft and final plan that incorporates comments from the public, PRB, PLT and staff.

The Parks and Recreation Board recommended the addition of two optional services: (1) the Hike and

Amarillo City Council Agenda Transmittal Memo



Bike Plan; and (2) the Beautification and Public Art Master Plan.

First, Amarillo's Hike and Bike Plan will be updated to identify potential routes to improve connectivity and access to key destinations. Feedback from Phase 3 of the Parks Master Plan will be incorporated into the Hike and Bike Plan, revisiting the plan's goals and objectives to determine which policies, standards and implementation strategies need revisions. Next, the team will develop a Beautification and Public Art Master Plan by integrating meetings and questions about art and beautification strategies into Phases 1-4 in conjunction with other trips, activities and 2-3 meetings with the Beautification and Public Arts Advisory Board. Tasks will include an inventory of existing art and programs; assessment of needs and opportunities; recommendations for projects, programs and maintenance; as well as partnership, funding and implementation strategies.

Requested Action

Consider approval of a professional services agreement with MIG, Inc to develop a Parks Master Plan in the amount of \$158,805.00.

Funding Summary

Funds are available for the Parks Master Plan in account 411487.17400.1040 in the amount of \$158,805.00

Community Engagement Summary

Parks & Recreation Advisory Board Recommendations:

3/20/2019 – The Parks and Recreation Board unanimously approved the recommendation for 2 Park Board Members to serve on the 5 member selection committee for RFQ #06-19 Parks Master Plan.

4/17/2019 – The Parks and Recreation Board unanimously approved the recommendation for staff to negotiate with the RFQ applicants based on the rankings of the selection committee.

5/21/2019 – The Parks and Recreation Board voted to approve a recommendation to Council based on the proposal from MIG Inc, in the amount of \$129,800 plus the optional tasks of: the Hike and Bike Plan Complete Update in the amount of \$15,150; and the Beautification and Public Art Master Plan in the amount of \$13,775 for a total amount of \$158,805. The vote passed 6-1.

Staff Recommendation

Staff recommends approval of the professional services agreement, authorizing the City Manager to execute the agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas, hereinafter called "OWNER," and Moore Iacofano Goltsman, Inc., hereinafter called "MIG".

OWNER hereby engages MIG to create a Parks and Recreation Master Plan for the OWNER in accordance with the scope of services (Phases 1-4 and Optional Tasks 5.1 and 5.5) outlined in MIG'S letter proposal to OWNER dated May 30, 2019 ("Project") the terms of which are incorporated in this Agreement by reference and attached as Exhibit "A". MIG accepts this engagement on the terms and conditions hereinafter set forth.

I.

MIG agrees to accept for all services to be provided under this Agreement for a fee not to exceed \$158,805.00.

II.

MIG is authorized to submit monthly invoices based upon percentage complete. Said requests for payment shall be in writing and of sufficient detail to fully and completely identify the services performed. Payment will be made by OWNER within 30 days of receipt of billing. Late payments shall incur interest at the rate provided for by law.

III.

MIG will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule and within the budget set by the OWNER. OWNER'S representative for purposes of this Agreement shall be Michael Kashuba, Director of Parks and Recreation. MIG will begin work and complete the project as provided in Exhibit A. If MIG feels that actions beyond its direct control have occurred that will necessitate a change in the schedule, MIG will notify the OWNER of the event giving rise to the schedule impact and provide the OWNER with a revised estimated schedule. The completion date will be modified if mutually agreed in writing by the OWNER and MIG.

IV.

If MIG is requested in writing by OWNER to provide additional services, MIG and OWNER will agree in writing to the scope of the additional services and a price for such services before any additional services are provided.

V.

MIG agrees that all reports and studies resulting from or arising out of the Project and defined scope of services that will be provided hereunder, shall be the sole and exclusive property of OWNER. MIG agrees to and does hereby assign the same to OWNER. MIG further agrees to enter into any and all necessary documents to effect such assignment to OWNER. MIG is entitled to maintain copies of all reports and studies mentioned above that are produced and/or used in the execution of this Agreement.

VI.

MIG agrees neither it nor its employees, 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 MIG or its employees and agents shall be used by MIG or its employees and agents solely and exclusively in connection with the performance of the Project.

VII.

MIG agrees that OWNER or its duly authorized representatives shall, until the expiration of four (4) years and one (1) day 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 MIG involving transactions related to this Agreement. MIG agrees to maintain the books, documents, papers, invoices and records for said time period.

VIII.

Except as provided in Exhibit A, MIG shall furnish at MIG'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

MIG AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS EMPLOYEES FROM AND AGAINST DAMAGES, CLAIMS, COSTS, LIABILITIES, AND JUDGMENTS, INCLUDING REASONABLE ATTORNEY'S FEES, EXPENSES, AND INTEREST, ARISING OUT OF OR CAUSED BY THE NEGLIGENT PERFORMANCE OF MIG OR MIG'S AGENTS AND EMPLOYEES UNDER THIS AGREEMENT. MIG SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR MIG'S NEGLIGENCE AND THAT OF MIG'S AGENTS AND EMPLOYEES.

X.

MIG will provide 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 MIG. MIG shall require statutory workman's compensation coverage of any subcontractors hired by MIG. MIG shall maintain at all times during the performance of this Agreement professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. A certificate evidencing such coverage will be filled with OWNER before any work is performed under this Agreement.

XI.

MIG 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.

XII.

Either party will have the right to terminate this Agreement upon not less than seven (7) days written notice to the other party. Upon termination, OWNER will pay MIG only for charges for work performed and accepted by OWNER prior to the stated effective termination date set forth in the notice.

XIII.

In the event OWNER finds that any reports or studies produced by MIG under this Agreement do not conform to the Agreement, then MIG will be given ten (10) days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days MIG has failed to make any drawings, documents or reports conform, OWNER may terminate this Agreement and will only owe for billings submitted prior to termination and for work accepted by OWNER. All finished or unfinished reports prepared by MIG will become the OWNER'S property.

XIV.

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, 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.

XV.

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

Moore Iacofano Goltsman, Inc.
Attn: Jay Renkens, AICP
518 17th St., Ste. 630
Denver, CO 80202
Telephone: (303) 440-9200
Fax: _____
E-Mail: www.migcom.com

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

City of Amarillo
Attention: Michael Kashuba, Director of Parks and Recreation
P. O. Box 1971
Amarillo, TX 79105-1971
Telephone: (806) 378-3037
Fax: (806) 378-3021
E-Mail: michael.kashuba@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 email and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVI.

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

XVII.

MIG shall provide experienced and qualified personnel to carry out the work to be performed by MIG under this Agreement and shall be responsible for and in full control of the work of such personnel. MIG agrees to perform the scope of services hereunder as an

independent contractor and in no event shall the employees, subcontractors or agents of MIG be deemed employees of OWNER. MIG shall be free to contract for similar services to be performed for others while MIG is under Agreement with OWNER. The work shall, however, be subject to OWNER'S general right of observation and assurance of adherence to the schedule to secure its satisfactory completion in accordance with this Agreement.

XVIII.

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

XIX.

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

XX.

OWNER and MIG 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. No third party will be a beneficiary of this Agreement.

XXI.

Neither OWNER nor MIG will assign, sublet, or transfer interest in this Agreement without the prior written consent of the other.

XXII.

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

XXIII.

In no event shall the making by the OWNER of any payment to MIG 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.

XXIV.

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:

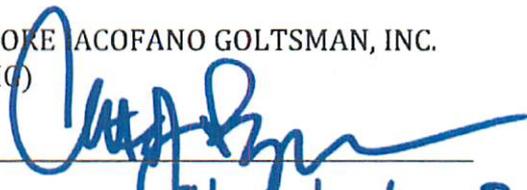
CITY OF AMARILLO
(OWNER)

By: _____
Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

MOORE ACOFANO GOLTSMAN, INC.
(MIC)

By:  _____

Printed Name: Christopher Beynon

Title: Chief Development Officer

EXHIBIT 'A'

Exhibit: Amarillo-MIG Proposed Work Plan

Submitted 05/30/19

PHASE 1: EXISTING CONDITIONS

1.1 Project Initiation and Teleconference

MIG will meet with the City's Project Team to initiate the project and discuss the desired project outcomes, available background materials, communication protocols, project brand, engagement strategies and schedule. As part of this effort, MIG will prepare a consolidated request for information letter identifying background information and data needs for all aspects of the project, in addition to those items already obtained from the City's website.

1.2 Background Information Review

MIG will review material transferred to us, including but not limited to GIS data, existing inventories, demographics and population forecasts, initiatives and programs, site master plans, relevant reports and documents, recreation participation data, capital project lists, and policy directions relevant to the Master Plan. The review of materials will inform analysis throughout the project.

1.3 Engagement Plan and Document Template

MIG will prepare a public engagement and media strategy memo for discussion with City staff. It will identify target audiences and key partners to engage in the Master Plan process, define how public engagement techniques and notification strategies will be deployed, and clarify roles and responsibilities. The memo will be displayed in a stylized template for continued use in all documents, the project webpage, eblasts, media releases and associated project materials.

1.4 Parks, Trails and Facility Inventory and Base Map

MIG will cross-check inventory data provided by the City (via Kayuga Solutions) against GIS parks data and park tour notes and review the City's existing park and open space classification system. Using GIS data provided by the City, MIG will produce a base map showing existing parks, open space, major recreation facilities and trails in and near Amarillo on an overlay of information including City planning areas, water bodies, roadways, schools, etc. Findings will be incorporated into Brief #1 as well as the Master Plan.

1.5 Recreation Programs Service Areas

MIG will summarize and categorize City provided recreation programs and services as a base line for the Phase 2 needs assessment. Findings will be incorporated into Brief #1.

1.6 Stakeholder/Decisionmaker Interviews*

One on one interviews will be held early in the planning process with key decisionmakers to identify opportunities and issues for the Master Plan to address. Six to eight 30 to 45 minute interviews may include key City Council members, the City Manager, key business partners or other decisionmakers that have substantial influence in Amarillo. Participants will be determined in consultation with City staff. MIG will provide an interview tool, allow one day of time for back to back interviews and summarize key themes as part of Brief #2 to provide direction for the planning process.

1.7 Park and Facility Tour*

MIG will spend six (6) hour touring representative parks, recreation facilities, trails, and public spaces accompanied by City parks, recreation, and maintenance staff. The tour will provide an opportunity to discuss strengths and challenges of the park system at representative sites and discuss issues such as operations.

opportunities, planned partnerships, development or improvements, and maintenance. The City will arrange transportation and scheduling of toured sites.

1.8 PRB/PLT Meeting #1: Orientation, Existing Conditions and SWOT*

MIG will facilitate a joint discussion with the Park and Recreation Board (PRB) and Project Leadership Team (PLT) on their goals for the Master Plan, the unique identity of Amarillo, and the strengths, weaknesses, opportunities, and threats (SWOT) for its park and recreation system. MIG will create an agenda, define committee roles and responsibilities and, following the meeting, prepare a brief summary of the discussion.

1.9 Brief #1: Existing System Summary Report

Phase 1 data will be summarized in a short, attractive, public message about the Master Plan process, the City's parks and recreation system, the larger community it serves, and the resources that support parks and recreation opportunities. City edits will be carried forward into Phase 2 deliverables.

1.10 Project Management and Administration

This task includes short biweekly Project Manager/Project Management Team progress calls, project administration, communication and coordination for Phase 1.

* Anticipated tasks 1.6, 1.7, and 1.8 are anticipated to occur in same trip

PHASE 2: NEEDS ASSESSMENT

2.1 Mapita Questionnaire and Advertising Collateral

MIG will collect place based data through Mapita, an online questionnaire and interactive mapping forum that allows Amarillo residents, employees and visitors to provide specific input regarding their recreation preferences and needs. MIG will develop a Mapita portal (online questionnaire) for beta testing and City content review. Based on one consolidated set of edits, MIG will refine the portal and host it for 4-5 weeks to collect input. The forum will be tablet, computer and smart phone friendly. MIG will provide a link to the City for web posting and distribution, plus create a forward-ready eblast, QR code and networking strategy to help City staff maximize the number of responses received. The timing will correspond to other outreach efforts to increase involvement and use events and intercepts activities to invite people to participate. The City will post a link to the questionnaire on the City's project website and advertise the questionnaire via social media and other methods.

Upon completion, MIG will download and share the results, providing maps, data tables and GeoJSON geo referenced data (a text file with spatial coordinates) for City use. Findings will be incorporated into Brief #2.

2.2 Pop-Up Materials

MIG will design three or four interactive display boards in English and Spanish (City will provide Spanish translations) that the City can set up at existing community festivals and events, at recreation facilities and in high-traffic locations to collect feedback about park and recreation priorities and preferences. As a "pop up activity," the display boards collect information while also collecting contact information to invite people to online community forums. The City will host pop up outreach activities at targeted events or in high traffic locations, as determined in the Public Engagement Plan.

MIG will draft questions for City review, incorporate the questions into large interactive display boards, and revise materials based on one set of consolidated edits, providing a digital file (pdf) and link to the City. MIG will also provide a facilitator's guide, online data input tool, and instructions for City staff to host events and return data to MIG. The City will be responsible for translation, advertising the intercepts and hosting events. Findings will be incorporated into Brief #2.

2.3 Brief #2: Consolidated Outreach Findings and Themes

MIG will prepare a brief memo identifying key cross cutting themes from the stakeholder interviews, Mapita questionnaire, and the City-led pop-up activities. Data tables from each event will be included in appendices.

2.4 GIS Access Analysis and Service Gap Maps

MIG will evaluate access to park land across the community through a technical analysis using ArcGIS Network Analyst™. Using the industry standard of ¼ mile, the geographic service reach will consider all ways that recreation participants travel to parks, facilities, or public spaces, including walking, cycling, car, and transit, using existing transportation networks. A service area for each site will be depicted graphically, highlighting gaps and identifying potential ways to increase the area served by improving access. Each gap area will also be evaluated to identify “opportunities” to address service needs. MIG will create a hard copy map illustrating the service areas and gaps. Following City review of the maps, findings will be incorporated into the Brief #3: Needs Assessment and Standards Report.

2.5 Sports, Aquatics and Recreation Analysis

MIG will conduct an analysis to determine the City’s role in providing programming and facilities to support sports, aquatics and recreation programs. Public/private partnerships will be explored for regional parks as a part of this analysis. Findings will be incorporated into the Brief #3: Needs Assessment Summary.

2.6 Level of Service and Benchmarking Analysis

MIG will review and summarize Amarillo’s parks acreage and facility standards, comparing these to the City’s existing level of service. Next, MIG will benchmark and compare Amarillo’s parks, recreation facilities, and trails with three comparable cities (one in West Texas, one in greater Texas, and one elsewhere in the nation based on available data), as identified in coordination with City staff. This benchmark comparison will help show where the City is above and below the norm in the provision of parks and facilities. This data will be combined with other Phase 2 analysis tasks to identify a realistic proposed level of service, as well as park and facility needs for the future.

2.7 Hike and Bike Plan Trails Plan (Proposed Trails and Needs)

MIG will evaluate City hike/bike policies and planned trails and bike routes to identify needs for future bike and pedestrian trail connectivity. The analysis will take into account trail-related recreation needs, opportunities to improve park access and potential connections to key destinations in the community. Potential alignments will be vetted in conjunction with other park and recreation needs, before incorporating priority alignments into Phase 3 recommendations.

2.8 Brief #3: Needs Assessment Summary

MIG will develop a brief overview of park, recreation and trail needs, incorporating Phase 2 analysis tasks and asset management needs identified by Kayuga Solutions. Brief #3 will summarize needs based on the desired benefits and level of service in the community. City edits will be carried forward into Phase 3 deliverables.

2.9 Facility Condition Data Integration and Coordination

MIG will review materials provided by Kayuga Solutions to include asset management needs in the discussion other parks and recreation needs.

2.10 PRB/PLT Meeting #2: Community Needs, Strategic Moves and Priorities

MIG will facilitate a brainstorming session to discuss the unique needs of Amarillo’s parks and recreation system. The purpose of the meeting is to vet potential and preferred options for meeting those needs prior to developing plan recommendations. MIG will create an agenda, and following the meeting, will incorporate results into recommendations.

2.11 Project Management and Administration

This task includes short biweekly Project Manager/Project Management Team progress calls, project administration, communication and coordination for Phase 2.

PHASE 3: STRATEGIES

3.1 Brief 4: System-Wide Policies and Site Recommendations

MIG will prepare policy recommendations applicable to the entire park system in Amarillo, defining ways to meet needs, promote connectivity, maximize assets and achieve cost efficiencies. These policies will incorporate Amarillo's Parks and Recreation vision and goals, and address both capital projects and operational considerations, such as site maintenance and programming. Site recommendations will address land acquisition, site development, major and minor renovations, facility additions or site enhancement, removed facilities and/or similar projects. This task will also include one illustrative concept for a key site, depicting how the recommendations could be accommodated on the site. MIG will provide a draft document. City edits will be carried forward into future deliverables.

3.2 Capital Projects List and Prioritization Criteria

MIG will create a capital projects matrix and list for all planned and proposed sites, providing prioritization criteria and a process to identify project priorities.

3.3 Capital, Operations and Asset Management Cost Matrix

MIG will develop a cost matrix that will allow staff updates to reflect changing conditions in capital, operations and asset management. For the Master Plan, MIG will identify per acre average costs for acquiring parkland, developing park facilities, renovating existing sites, and maintaining parks at a desired level of service based design, use and maintenance standards.

3.4 Staffing, Maintenance and Operations Strategy

MIG will develop a strategy that summarizes capital and maintenance costs associated with enhancing the park system. It will identify staffing implications for major recreation facilities and enhanced programming options and assign order of magnitude costs to different levels of program initiatives.

3.5 Community Prioritization Challenge Online Forum

Recognizing the costs associated with park system improvements, MIG will provide materials that the City will post in an online forum giving an opportunity for residents to identify priorities for the Master Plan. In the forum, residents will be prompted to make decisions about priority projects, programs and service, funding sources to consider, and the level of service to provide based on supported financial investments. MIG will create materials and a data input form to collect feedback from residents. The City will provide translation services. Findings will be incorporated into the Action Plan.

3.6 Community Focus Groups (3-4)*

MIG will facilitate 3-4 community focus group meetings to get more in-depth feedback on specific needs and priorities for key groups. These 1.25-hour meetings are anticipated to be held back to back in one location in one day. Groups will be identified in the Engagement Plan and may include, sports, youth, Hispanic/Latina, and North Heights Neighborhood. The groups will discuss project priorities. MIG will provide an agenda. Findings will be incorporated into the Action Plan.

3.7 PRB/PLT Meeting #3: Project Prioritization/Action Planning*

MIG will present an overview of Phase 3 findings to determine priority projects. The meeting will also discuss action planning as a tool to sequence projects and incorporate them into the City annual budgeting and CIP process.

3.8 Proposed System Map (Parks and Trails)

MIG will produce a map of the proposed park and trails system showing both existing sites and potential general locations for new parks, trails and bike routes. (Note: This map will replace the current Hike and Bike Plan map).

3.9 Project Management and Administration

This task includes short biweekly Project Manager/Project Management Team progress calls, project administration, communication and coordination for Phase 3.

* Tasks 3.4 and 3.5 are anticipated to occur in same trip

PHASE 4: PLAN DEVELOPMENT

4.1 Implementation and Funding Strategies

A review of existing funding sources, forecast of anticipated or potential funding sources and evaluation of potential partnerships will provide guidance on the feasibility of implementing recommended projects to help residents, staff and PRB members make solid decisions about the community's willingness to pay for added projects and services.

4.2 Phasing/Action Plan Development

MIG will create a phasing/action plan tied to community identity and priorities to identify phasing and funding for capital projects and new recreation initiatives in the first five and ten years for implementation. Estimated capital costs, operations costs and staffing level needs will be defined for these timelines.

4.3 Administrative Draft Master Plan

MIG will create a full draft Parks Master Plan for internal review.

4.4 Public Draft Master Plan

Based on one set of consolidated comments, MIG will revise the document into a Public Draft Plan suitable for public circulation and review.

4.5 PRB/PLT Meeting #4: Public Draft Plan Review

MIG will present the Public Draft Plan at a joint PRB and PLT Meeting for review, discussion, and potentially a recommendation to Council for adoption. This meeting will be scheduled in conjunction with Task 4.7.

4.6 City Council Meeting: Public Draft Plan Review

MIG will present the Public Draft Plan at a City Council work session or regular meeting for review, discussion, and potentially adoption.

4.7 Final Master Plan

Based on one set of consolidated comments provided by the City, MIG will finalize the Parks Master Plan.

4.8 Project Management and Close-Out

This task includes short biweekly Project Manager/Project Management Team progress calls, project administration, communication and coordination for Phase 3, as well as the transmittal of all plan deliverables and GIS data to the City.

5: OPTIONAL TASKS

5.1 Hike and Bike Plan Complete Update

Amarillo's Hike and Bike Plan will be updated to identify potential routes to improve connectivity and access to key destinations, based on feedback from Phases 2 and 3. MIG and the City will revisit and update the Plan's goals, policies and guidelines to determine which policies and standards need revisions. The implementation and funding sections will also be updated. [Note: The City may incorporate the information presented in the updated Hike and Bike Plan into code language for their next City Code update.]

5.2 Additional In-Person Meeting

One MIG staff will facilitate or attend one additional in person meeting in a separate trip. This task may be needed to address an additional meeting or the need for a separate trip if meetings cannot be paired as scoped.

5.3 Pop-Up Event Facilitation

MIG will host one pop-up outreach activity at a City-identified event or location. During the intercepts, MIG will train City staff or Park and Recreation Board members who would like to facilitate additional intercept events.

5.4 Website Development and Maintenance

MIG will create and host a stand alone website for the project using the most appropriate of MIG's suite of web-based tools. The website will contain current information on the status of the project, downloadable documents and presentations, and a method to send information and input to appropriate project staff. The website will include a moderated blog and options for an online survey. MIG will provide reporting of site statistics and network performance as requested by City staff. MIG will work with City staff to determine final website features and content; however, we anticipate using some combination of the following tools:

- Online Surveys and Other Online Engagement Tools
- Social Media and On-Line Polling
- Calendar and Event Manager
- Document Library
- Featured News
- User, Group and Folder Permissions Management
- Google Translate toolbar

5.5 Beautification and Public Art Master Plan

MIG will integrate meetings and questions about art and beautification strategies into Phases 1-4 in conjunction with other trips and activities to develop a Beautification and Public Art Master Plan. This includes an added arts/culture/beautification focus group, integration of art questions into Mapita, as well as 2 meetings with the Beautification and Public Arts Advisory Board. Tasks will include an assessment of art and beautification needs and opportunities; recommendations for projects, programs and maintenance; as well as partnership, funding and implementation strategies.

5.6 Social Media / Project Updates

MIG will produce text and a planning process diagram to be used by City staff in updating the project website, making social media posts, and communicating project details to the public during Phase 1.

Exhibit: Estimated Project Cost
Submitted 05/30/19

	Jay Reimers Principal/Charge Project Manager		Cindy Mendra Project Manager		Cole Gehler Park and Trails Planner		Kystin Ramirez Community Outreach Specialist		MIG, Inc.		MIG Project Associate		MIG Project Assistant		MIG Totals	Public Art Services	Direct Costs	Professional Totals	
	Hour @ \$225	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160	Hour @ \$160					
1 Existing Conditions																			
1.1	2	\$450	4	\$640	4	\$640	0	\$0	0	\$0	0	0	0	\$390	14	\$1,790		\$1,790	
1.2	0	\$0	1	\$640	1	\$640	0	\$0	4	\$640	2	\$1,700	0	\$0	14	\$1,790		\$1,790	
1.3	1	\$225	2	\$320	1	\$160	8	\$1,280	0	\$0	4	\$640	0	\$0	19	\$2,125		\$2,125	
1.4	0	\$0	2	\$320	4	\$640	0	\$0	12	\$1,920	0	\$0	0	\$0	16	\$1,920		\$1,920	
1.5	0	\$0	2	\$320	0	\$0	0	\$0	0	\$0	8	\$1,280	0	\$0	10	\$1,280		\$1,280	
1.6	10	\$2,250	0	\$0	0	\$0	0	\$0	0	\$0	4	\$640	0	\$0	14	\$2,250	\$800	\$3,050	
1.7	10	\$2,250	10	\$1,600	10	\$1,600	0	\$0	0	\$0	0	\$0	0	\$0	30	\$5,450	\$800	\$6,250	
1.8	0	\$0	12	\$1,920	0	\$0	0	\$0	0	\$0	2	\$320	0	\$0	14	\$1,920	\$800	\$2,720	
1.9	1	\$225	4	\$640	12	\$1,920	0	\$0	2	\$320	12	\$1,920	0	\$0	21	\$2,725		\$2,725	
1.10	2	\$450	8	\$1,280	4	\$640	0	\$0	0	\$0	0	\$0	0	\$0	14	\$2,370		\$2,370	
Subtotal	26	\$5,850	48	\$7,680	20	\$3,200	8	\$1,280	16	\$2,560	32	\$5,120	10	\$1,600	192	\$4,350	\$0	\$2,800	\$26,870
2 Needs Assessment																			
2.1	1	\$225	8	\$1,280	8	\$1,280	21	\$3,240	0	\$0	0	\$0	0	\$0	18	\$2,820		\$3,225	
2.2	0	\$0	2	\$320	0	\$0	8	\$1,280	0	\$0	8	\$1,280	0	\$0	18	\$2,880		\$2,880	
2.3	1	\$225	4	\$640	2	\$320	12	\$1,920	0	\$0	0	\$0	0	\$0	17	\$2,085		\$2,085	
2.4	0	\$0	2	\$320	8	\$1,280	0	\$0	16	\$2,560	0	\$0	0	\$0	26	\$4,160		\$4,160	
2.5	1	\$225	6	\$960	16	\$2,560	0	\$0	0	\$0	10	\$1,600	2	\$320	27	\$3,740		\$3,740	
2.6	1	\$225	4	\$640	8	\$1,280	0	\$0	0	\$0	16	\$2,560	2	\$320	27	\$3,740		\$3,740	
2.7	1	\$225	4	\$640	8	\$1,280	0	\$0	8	\$1,280	0	\$0	0	\$0	21	\$2,425		\$2,425	
2.8	2	\$450	6	\$960	16	\$2,560	0	\$0	0	\$0	8	\$1,280	0	\$0	32	\$4,600		\$4,600	
2.9	0	\$0	4	\$640	4	\$640	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,280		\$1,280	
2.10	12	\$2,700	8	\$1,280	12	\$1,920	0	\$0	0	\$0	1	\$160	2	\$320	35	\$4,280	\$800	\$5,080	
2.11	2	\$450	8	\$1,280	4	\$640	0	\$0	0	\$0	0	\$0	0	\$0	14	\$2,370		\$2,370	
Subtotal	27	\$4,725	48	\$7,680	80	\$12,800	41	\$6,480	24	\$3,840	34	\$5,520	12	\$1,920	335	\$5,835	\$0	\$2,800	\$39,740
3 Strategies																			
3.1	2	\$450	12	\$1,920	42	\$6,720	0	\$0	0	\$0	8	\$1,280	0	\$0	64	\$7,220		\$7,220	
3.2	1	\$225	8	\$1,280	8	\$1,280	0	\$0	0	\$0	4	\$640	0	\$0	21	\$2,445		\$2,445	
3.3	0	\$0	6	\$960	24	\$3,840	0	\$0	0	\$0	4	\$640	0	\$0	34	\$4,440		\$4,440	
3.4	2	\$450	12	\$1,920	4	\$640	0	\$0	0	\$0	8	\$1,280	0	\$0	26	\$3,410		\$3,410	
3.5	0	\$0	2	\$320	4	\$640	20	\$3,200	0	\$0	1	\$160	0	\$0	26	\$3,160		\$3,160	
3.6	0	\$0	11	\$1,408	0	\$0	12	\$1,920	0	\$0	4	\$640	0	\$0	17	\$2,208	\$800	\$3,008	
3.7	0	\$0	14	\$1,792	0	\$0	12	\$1,920	0	\$0	4	\$640	2	\$320	32	\$4,096	\$800	\$4,896	
3.8	2	\$450	8	\$1,280	4	\$640	8	\$1,280	8	\$1,280	8	\$1,280	0	\$0	39	\$5,105	\$800	\$5,905	
Subtotal	8	\$1,000	50	\$6,400	74	\$11,840	44	\$7,040	8	\$1,280	44	\$7,120	6	\$960	284	\$3,570	\$800	\$4,370	

Exhibit: Estimated Project Cost
Submitted 05/30/19

	MIG Inc.										MIG Project Assistant Hourly @ \$75	MIG Project Associate Hourly @ \$85	MIG Project Associate Hourly @ \$85	MIG Project Associate Hourly @ \$75	MIG Totals	Public Art Services	Direct Costs	Professional Fees Totals		
	Jay Rinkens Principal/Change Order #100		Cathy Mendoza Project Manager Hourly @ \$160		Celia Gehler Park and Trails Hourly @ \$100		Kyrilin Ramirez Community Coordinator Hourly @ \$105		MIG GIS/Graphics Specialist Hourly @ \$125										MIG Project Associate Hourly @ \$85	
	Hourly @	Hours	Hourly @	Hours	Hourly @	Hours	Hourly @	Hours	Hourly @	Hours									Hourly @	Hours
4 Plan Development																				
4.1 Implementation and Funding Strategies	1	\$900	24	\$1,840		\$0		\$0		\$0		\$0		\$0	24	\$4,340		\$4,340		
4.2 Phasing/Action Plan Development	1	\$225	8	\$680	8	\$800		\$0		\$0		\$0		\$0	16	\$1,665		\$1,665		
4.3 Administrative Draft Master Plan	1	\$900	12	\$1,020	32	\$1,200	16	\$1,920	16	\$1,600	2	\$150		\$150	62	\$9,030		\$9,030		
4.4 Public Draft Master Plan	2	\$150	1	\$600	12	\$1,200		\$0		\$0		\$0		\$0	13	\$1,200		\$1,200		
4.5 PBPLT Meeting #1 (Public Meeting)	8	\$1,800	1	\$0		\$0		\$0		\$0		\$0		\$0	9	\$1,800		\$1,800		
4.6 City Council Meeting - Public Draft Plan Review	8	\$1,800	1	\$0		\$0		\$0		\$0		\$0		\$0	9	\$1,800		\$1,800		
4.7 Final Master Plan	1	\$225	1	\$600	1	\$400		\$0		\$0		\$0		\$0	3	\$1,225		\$1,225		
4.8 Project Management and Close-Out	2	\$450	8	\$1,280	1	\$400		\$0		\$0		\$0		\$0	11	\$3,130		\$3,130		
Subtotal	30	\$6,750	16	\$1,960	60	\$4,000	60	\$1,710	12	\$2,720	12	\$990	203	\$21,260	203	\$15,260	\$0	\$15,260		
Professional Time and Costs Subtotal	85	\$18,125	232	\$37,120	290	\$29,000	86	\$10,080	68	\$9,460	162	\$13,770	86	\$6,450	1019	\$122,005	\$0	\$122,005		
5% Administrative Markup																		\$575		
Total Project Cost																		\$129,880		
Optional Tasks																				
5.1 Hire and Base Plan Update	1	\$900	12	\$1,200	88	\$1,300	16	\$1,600	10	\$600	10	\$3,000	6	\$400	78	\$1,200		\$15,100		
5.2 Additional Public Meeting (1 person)	10	\$225	10	\$1,200		\$0		\$0		\$0		\$0		\$0	20	\$2,200		\$2,200		
5.3 Pop-Up Event Fabrication	2	\$450	8	\$1,200	30	\$1,800	16	\$1,600	20	\$1,600	4	\$300		\$300	56	\$2,600		\$4,400		
5.4 Website Development and Maintenance	1	\$900	8	\$1,280	19	\$1,600	20	\$1,600	16	\$1,200	30	\$6,000		\$6,000	75	\$11,680		\$11,680		
5.5 Beautification and Public Art Plan	1	\$900	8	\$1,280	19	\$1,600	20	\$1,200	16	\$1,200	16	\$1,200	2	\$150	79	\$2,530	\$5,000	\$11,730		
5.6 Social Media / Project Updates (all 4 phases)	1	\$1,200	16	\$1,600		\$0		\$0		\$0		\$0		\$0	16	\$2,400		\$2,400		