

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, APRIL 25, 2017 AT 3:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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.

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
 - (1) Review agenda items for regular meeting and attachments;
 - (2) Transit Master Plan Update;
 - (3) Temporary Sign Regulations Update;
 - (4) Downtown One-Way Street Conversion Update; and
 - (5) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
 - (1) Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074.
 - a. Discussion regarding candidates and appointment to fill initial positions on the Board of Directors, East Gateway TIRZ No. 2.

REGULAR MEETING ITEMS

INVOCATION: Kerry G. Tilley

PROCLAMATION: "Toastmasters Week"

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.
(Texas Attorney General Opinion. JC-0169.)

1. **CONSENT AGENDA:**

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

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

A. **Minutes:**

Approval of the City Council minutes of the regular meeting held on April 18, 2017.

- B. Award – Ballistic Vests for Amarillo Police Department:
Nardis Public Safety -- \$101,380.00
This award is to approve a purchase of ballistic vests for the City of Amarillo Police Department.
- C. Award – Avaya Session Initiation Protocol (SIP) Trunk Upgrade:
Converge One -- \$56,497.71
This purchase will upgrade the Avaya phone system to utilize SIP trunks.
- D. Award – Annual Contract for Advertising in the Amarillo Globe News:
Amarillo Globe News -- \$104,163.56
This award covers the annual contract for the advertising in the local newspaper.
- E. Acceptance – Texas Traffic Safety Program Grant Agreement – STEP – Click it or Ticket:
Grantor: Texas Department of Transportation
Grant Amount: \$11,817.00
This item accepts the Fiscal Year 2017 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.
- F. Approval - WIC Nutrition Program Contract Amendment for FY2018:
FY2018 Award Not to Exceed: \$1,568,445.00
The FY2017 Women, Infant, and Children's (WIC) Nutrition Program is a pass-through contract from the Department of State Health Services to the City of Amarillo for the period of October 1, 2017 through September 30, 2018. WIC provides supplemental nutritious foods, health assessments, medical and social services referrals, nutrition education and breastfeeding support.
- G. Approval – Interlocal Agreement between the City of Amarillo, Texas and The Village of Timbercreek Canyon, Texas:
This interlocal agreement will provide review and building inspection services to The Village of Timbercreek Canyon, Texas on an as needed basis.

NON-CONSENT AGENDA

2. **ORDINANCE NO. 7665:**
This item is the second and final reading of an ordinance regulating parking within the downtown parking garage and establishing parking fees for the parking garage.
3. **Approval – Change Order No. 2 – Arden Road 36" Transmission Pipeline and Pump Station Improvements:**
- | | |
|-------------------------|---------------------|
| Original Contract: | \$13,879,793.32 |
| Previous Change Orders: | \$186,176.00 |
| Current Change Order: | <u>\$305,984.56</u> |
| Revised Contract Total: | \$14,372,493.88 |
- This item is to approve Change Order No. 2 to the contract with SJ Louis Construction of Texas, Ltd. for additional work.
4. **Approval – Change Order No. 3 – Hillside Terrace Estates 30" Sewer Replacement Contract 1 – Soncy Road to Arden Road Project:**
- | | |
|-------------------------|---------------------|
| Original Contract: | \$986,565.00 |
| Previous Change Orders: | \$66,722.26 |
| Current Change Order: | <u>\$172,613.99</u> |
| Revised Contract Total: | \$1,225,901.25 |
- This item is to approve Change Order No. 3 to the contract with Condie Construction Company, Inc. for additional by-pass pumping equipment.

5. **PRESENTATION, DISCUSSION AND CONSIDERATION OF UPDATE ON COUNCIL LEGISLATIVE AGENDA:**

This item is the review of the current Council Legislative Agenda, overview of pending bills of significance, identification of Legislative Committee hearings related to pending bills of significance and discussion of Council position relative to the pending bills of significance.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 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 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 21st day of April 2017.

Amarillo City Council meetings stream live on Cable Channel 110 and are available online at:
www.amarillo.gov/granicus
Archived meetings are also available.



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 18th day of April 2017, the Amarillo City Council met at 3:30 p.m. for a work session and then at 5:00 p.m. for the regular session in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE
ELISHA DEMERSON
LISA BLAKE
RANDY BURKETT
MARK NAIR

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

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

JARED H. MILLER
BOB COWELL
MICK MCKAMIE
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
MANAGEMENT ANALYST
CITY SECRETARY

The invocation was given by Kerry G. Tilley. Mayor Harpole led the audience in the Pledge of Allegiance.

Proclamations were presented for: "Beta Sigma Phi Week," "Community Development Week," and "Amarillo Professional Fire Fighters Local 542 Fill the Boot Days."

Mr. Miller introduced new employee, Andrew Freeman, Economic Development Manager.

PUBLIC COMMENT

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

James McCown, 3717 Langtry Court, spoke about the shortage of baseball fields and on behalf of the Amarillo Rotary Baseball League, he inquired about water for the irrigation system for the youth baseball fields. Robert Goodrich, 4111 Stony Point, spoke in regards to Items 2 and 6. He suggested no charges for parking in the city-owned parking garage. He further stated the LGC loan agreement for finish-out in the parking garage retail space should be completed by the tenants. James Schenck, 6216 Gainsborough Drive, stated the public forum does not allow feedback on non-consent agenda items. He also inquired about the loan of funds to LGC, and if it included interest. There were no further comments.

ITEM 1: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Councilmember Nair inquired about the lifespan of generators. Mr. Hartman replied they were surplus generators when they were put into service. Motion was made by Councilmember Burkett to approval of the consent agenda, seconded by Councilmember Blake.

- A. **Minutes:**
Approval of the City Council minutes of the regular meeting held on April 11, 2017.
- B. **Award – Professional Services for City of Amarillo Audio and Video Solutions:**
Amarillo Media Systems, LLC -- \$200,000.00
This three-year agreement will provide audio/video design and implementation services for City departments.

- C. Award – Renewal Insurance Contract for Law Enforcement Liability Insurance:
Award to Neely, Craig and Walton -- \$172,564.00
This award is to approve the purchase of the renewal of Law Enforcement Liability Insurance.
- D. Award – Purchase of Lift Station #40 Standby Generator:
Award to Waukesha-Pearce Industries, Inc. -- \$57,700.00
This item is a replacement of Lift Station #40 Standby Generator. This equipment is used when the power is lost so the Lift Station will keep operating correctly. The current generator is 30-plus years old and beyond its service life.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

NON-CONSENT AGENDA

ITEM 2: Mayor Harpole presented the first reading of an ordinance regulating parking within the downtown parking garage and establishing parking fees for the parking garage. This item was presented by Bob Cowell. He stated the fee would be \$2.00 for the first two-hours, maximum of \$7.00 per day; exemptions would be on Sundays and Tuesday evenings unless there was a special event. Motion was made by Councilmember Blake, seconded by Councilmember Nair, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7665
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO: REGULATING PARKING WITHIN THE DOWNTOWN PARKING GARAGE; ESTABLISHING PARKING FEES; PROVIDING SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR CRIMINAL PENALTY; PROVIDING FOR PUBLIC AND EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3: Mayor Harpole presented a resolution denying the surcharge related to Docket No. 45524 submitted by Southwestern Public Service Company, authorizing participation in a coalition of similarly situated cities, authorizing participation in related rate proceedings, requiring the reimbursement of municipal rate case expenses, and authorizing the retention of special counsel. This item was presented by Jared Miller. The rate case costs are being disputed and will be determined by the PUC. Motion was made by Councilmember Nair, and seconded by Councilmember Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 04-18-17-1
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS ("CITY") DENYING THE SURCHARGE RELATED TO DOCKET NO. 45524 SUBMITTED BY SOUTHWESTERN PUBLIC SERVICE COMPANY ON OR ABOUT APRIL 6, 2017; AUTHORIZING PARTICIPATING IN A COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4: Mayor Harpole presented a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event. Motion was made by Councilmember Blake, and seconded by Councilmember Demerson, that the following captioned resolution be passed:

RESOLUTION NO. 04-18-17-2

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

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 5: Mayor Harpole presented a resolution authorizing the City to seek and distribute State funds, pursuant to Article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Events Venue District, for the qualifying event. Motion was made by Councilmember Nair, and seconded by Councilmember Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 04-18-17-3

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

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 6: Mayor Harpole presented an agreement between the City of Amarillo and the Amarillo Local Government Corporation for a loan of up to \$1,000,000 for the purpose of finishing out and initial operation of the retail portion of the downtown parking garage. The 2016/2017 approved annual budget included the expenditure of up to \$1,000,000 for this purpose. To facilitate the use of these funds it is necessary for the two parties to enter into the loan agreement. The Local Government Corporation will consider approval of the agreement at their meeting on April 19, 2017. Councilmember Nair stated he was sensitive to Mr. Goodrich's prior comments, but he believed Council needed to continue funding what was previously agreed. Mr. Cowell stated none of the finish out dollars will be used until there is a signed lease. Mayor Harpole stated the amount of space will differ. Councilmember Burkett stated they were obligated to build the garage per the agreement. Motion was made by Councilmember Nair and seconded by Councilmember Blake, to approve this agreement.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson and Nair; voting NO was Councilmember Burkett; the motion carried by a 4:1 vote of the Council.

ITEM 7: Mayor Harpole presented a contract for Waste Water Collection Improvements for the replacement of select sanitary sewer lines between Southeast 28th and Southeast 30th Avenues and between Oliver Eakle Park and I-27. This project includes the abandonment of two sanitary sewer crossings underneath I-27. Motion was made by Councilmember Burkett and seconded by Councilmember Demerson, to approve this agreement.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

Amarillo City Council Agenda Transmittal Memo



B

| | | | |
|---------------------|----------------|-------------------------|-----|
| Meeting Date | April 25, 2017 | Council Priority | N/A |
|---------------------|----------------|-------------------------|-----|

| | |
|-------------------|------------|
| Department | Purchasing |
|-------------------|------------|

Agenda Caption

Award – Ballistic Vests for Amarillo Police Department
Nardis Public Safety - \$101,380.00

This award is to approve a purchase of ballistic vest for the City of Amarillo Police Department.

Agenda Item Summary

Award of ballistic vests for use by the City of Amarillo Police department in their job.

Requested Action

Consider approval and award for the purchase of ballistic vests for the APD.

Funding Summary

Funding for this award is available in the Quarter Masters Inventory Account 1000.15360

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5707 PURCHASE OF BALLISTIC VESTS FOR POLICE DEPARTMENT S/A
 Opened 4:00 p.m. April 6, 2017

| To be awarded as one lot | NARDIS PUBLIC SAFETY | TACTICA TRAINING SOLUTIONS LLC | GT DISTRIBUTORS INC |
|---|----------------------|-----------------------------------|---------------------|
| Line 1 Ballistic Vest W/2 carriers 7x10 trauma plate, per specifications 148 ea | | | |
| Unit Price | \$685.000 | \$699.990 | \$710.000 |
| Extended Price | 101,380.00 | 103,598.52 | 105,080.00 |
| Bid Total | 101,380.00 | 103,598.52 | 105,080.00 |

Award by Vendor 101,380.00



Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------------|-------------------------|-----|
| Meeting Date | April 25, 2017 | Council Priority | N/A |
|---------------------|----------------|-------------------------|-----|

| | |
|-------------------|------------------------|
| Department | Information Technology |
|-------------------|------------------------|

Agenda Caption

Award – Avaya SIP Trunk Upgrade:
Converge One -- \$56,497.71

The purchase will upgrade the Avaya phone system to utilize SIP (Session Initiation Protocol) trunks.

Agenda Item Summary

This purchase will upgrade the Avaya phone system at City Hall. The resulting upgrade will increase current inbound and outbound call capacity to the City Hall phone system, permit integration with cloud based telecommunication applications which is needed to support planned call center services at City Hall

Requested Action

Approval of award to Converge One in the amount of \$56,497.71.

Funding Summary

Funding is available in Information Technology account 620064.17400.1040.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 5749 AVAYASIP TRUNK UPGRADE
Opened 4:00 p.m. April 7, 2017

| To be awarded as one lot | CONVERGEONE INC |
|---|-----------------------------------|
| Line 1 Telephone systems, per specifications 1 ea Unit Price Extended Price | \$24,157.140 24,157.14 |
| Line 2 Software, microcomputer, AVAYA ASBCE R6.2+ high availability license, per specifications 1 ea Unit Price Extended Price | \$0.000 - |
| Line 3 Software, microcomputer, AVAYA ASBCE R6.2+ element manger license, per specifications 1 ea Unit Price Extended Price | \$0.000 - |
| Line 4 Software, microcomputer, AVAYA DL360PG8 server session manager, per specifications 1 ea Unit Price Extended Price | \$7,143.820 7,143.82 |

To be awarded as one lot

CONVERGEONE INC

Line 5 Software, microcomputer, AVAYA
R6.X encryption license p/n 306994, per
specifications

1 ea

Unit Price

\$0.000

Extended Price

-

Line 6 Software, microcomputer, AVAYA
session manager R7 VE vappliance
system, per specifications

1 ea

Unit Price

\$0.000

Extended Price

-

Line 7 Software, microcomputer, AVAYA
session manager R7 system, per
specifications

1 ea

Unit Price

\$1,500.000

Extended Price

1,500.00

Line 8 Software, microcomputer, AVAYA
Aura system manager R7 VE Vappliance
system, per specifications

1 ea

Unit Price

\$0.000

Extended Price

-

To be awarded as one lot

CONVERGEONE INC

Line 9 Software, microcomputer, AVAYA
Aura system manager R7 Utility services
VE Vappliance system, per specifications

2 ea

Unit Price

\$0.000

Extended Price

-

Line 10 Software, microcomputer, AVAYA
AV application virtual platform R7, per
specifications

1 ea

Unit Price

\$414.380

Extended Price

414.38

Line 11 Software, microcomputer, AVAYA
applicane virtual platform R7, per
specifications

1 ea

Unit Price

\$834.280

Extended Price

834.28

Line 12 Servers, microcomputer, AVAYA
DL360G9 server vsml appliance, per
specifications

1 ea

Unit Price

\$7,199.080

Extended Price

7,199.08

To be awarded as one lot

CONVERGEONE INC

Line 13 Servers, file, microcomputer Avaya
R330, per specifications

3 ea

Unit Price

\$4,817.800

Extended Price

14,453.40

Line 14 Software, microcomputer Avaya
Aura R6 Systm manager, per
specifications

1 ea

Unit Price

\$0.000

Extended Price

-

Line 15 Telephone equipment parts and
accessories Avaya power cord USA p/n
405362641, per specifications

10 ea

Unit Price

\$12.710

Extended Price

127.10

Line 16 Software, microcomputer Avaya
ASBCE R6-2 core EMS system, per
specifications

1 ea

Unit Price

\$27.620

Extended Price

27.62

To be awarded as one lot

CONVERGEONE INC

Line 17 Software, microcomputer Avaya
Aura session manager R6.3.8 Redhat
kickstart, per specifications

| | | |
|----------------|----------|-------|
| 1 ea | | |
| Unit Price | \$27.620 | |
| Extended Price | | 27.62 |

Line 18 Telephone equipment parts and
accessories Avaya DL360/380G9, per
specifications

| | | |
|----------------|-----------|--------|
| 1 ea | | |
| Unit Price | \$552.500 | |
| Extended Price | | 552.50 |

Line 19 Software, microcomputer Avaya
Aura session manager 6.3.18 DVD, per
specifications

| | | |
|----------------|----------|-------|
| 1 ea | | |
| Unit Price | \$27.620 | |
| Extended Price | | 27.62 |

Line 20 Software, microcomputer Avaya
Aura system manager R7.0.1.1.2 DVD, per
specifications

| | | |
|----------------|----------|-------|
| 1 ea | | |
| Unit Price | \$33.150 | |
| Extended Price | | 33.15 |

Bid Total

56,497.71

Award by Vendor

56,497.71



D

Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------------|-------------------------|-----|
| Meeting Date | April 25, 2017 | Council Priority | N/A |
|---------------------|----------------|-------------------------|-----|

| | |
|-------------------|------------|
| Department | Purchasing |
|-------------------|------------|

Agenda Caption

Award – Annual Contract for Advertising in the Amarillo Globe News:
 Amarillo Globe News -- \$104,163.56
 This item is for the annual contract for the advertising in the local newspaper. This award covers the annual contract for advertising in the Globe News. Recommend award of advertising to Amarillo Globe News & Morris Communications in the amount of \$104,163.56.

Agenda Item Summary

Annual Contract for Advertising – award to Amarillo Globe News & Morris Communications in the estimated amount of -
 \$104,163.56

Requested Action

Consider approval to the Amarillo Globe News in the estimated amount of \$104,163.56

Funding Summary

Sufficient funds are available in the various City Departments that will use the advertising contract.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that an award to Amarillo Globe News and Morris Communications for the Advertising Contract be approved and that the City Manager be authorized to execute all documents necessary for the transaction.

AMARILLO GLOBE NEWS & MORRIS COMMUNICATIONS

Vendor Numbers 115883 & 389928

Analysis of Account 61300 (Advertising) and others coded to pay advertising

For period 10/1/15-9/30/16

| BU | BU Description | Amarillo Globe News CC | Amarillo Globe News PV | Morris Local PaperCC | Morris Publishing Group PV | Civic Center checks | Total | Legal | Not legal | Subscription | Reimbursed | Total |
|----|---------------------------------|---------------------------|---------------------------|-------------------------|-------------------------------|------------------------|----------|------------|------------|--------------|------------|----------|
| | 1011 Mayor and Council | | | | 5,323.00 | | 5,323.00 | 5,323.00 | | | | 5,323.00 |
| | 1020 City Manager | | | | | | 99.50 | | 99.50 | | | 99.50 |
| | 1110 Human Resources | 99.50 | | | | | | | | | | |
| | 1120 Risk Management | | | | | | | | | | | |
| | 1210 Legal | | | | | | | | | | | |
| | 1220 City Secretary | | | | 3,510.74 | | 3,510.74 | 3,510.74 | | | | 3,510.74 |
| | 1231 Radio Communications | | | | | | | | | | | |
| | 1232 Emergency MGT Services | | | | | | | | | | | |
| | 1241 Civic Center Promotions | | | | | | | | | | | |
| | 1243 Civic Center Operations | | | | | | | | | | | |
| | 1248 Box Office | \$232.68 | | | | | 232.68 | | | 232.68 | | 232.68 |
| | 1252 Facilities Maintenance | \$1,516.68 | | | | | 2,831.68 | | \$1,315.00 | 1,516.68 | | 2,831.68 |
| | 1260 Library | | | | | | | | | | | |
| | 1270 AECC | | | | | | | | | | | |
| | 1315 Finance | | | | | | 159.60 | | | 159.60 | | 159.60 |
| | 1320 Accounting | \$159.60 | | | | | 1,313.08 | 1,313.08 | | | | 1,313.08 |
| | 1325 Purchasing | | | | 1,313.08 | | | | | | | |
| | 1410 Engineering | | | | | | | | | | | |
| | 1431 Solid Waste Collections | | | | | | | | | | | |
| | 1610 Police | \$607.20 | | | 354.00 | | 961.20 | 354.00 | \$0.00 | \$607.20 | (354.00) | 607.20 |
| | 1710 Animal Mgt & Welfare | | | | | | | | | | | |
| | 1720 Planning | | | | | | 7,926.72 | 7,926.72 | | | | 7,926.72 |
| | 1731 Traffic Administration | | | | | | | | | | | |
| | 1740 Building Safety | | | | | | 5,085.00 | \$5,085.00 | | | | 5,085.00 |
| | 1761 Transit Fixed Route | \$513.60 | 3,675.15 | | 3,146.40 | | 7,335.15 | 3,146.40 | 3,675.15 | 513.60 | (1,467.03) | 5,868.12 |
| | 1811 Ross Rogers Golf Course | | | | | | | | | | | |
| | 1812 Comanche Trail Golf Course | | | | | | | | | | | |
| | 1820 Parks & Rec Admin | | | | | | 232.20 | | | 232.20 | | 232.20 |

AMARILLO GLOBE NEWS & MORRIS COMMUNICATIONS

Vendor Numbers 115883 & 389928

Analysis of Account 61300 (Advertising) and others coded to pay advertising

For period 10/1/15-9/30/16

| BU | BU Description | Amarillo Globe News CC | Amarillo Globe News PV | Morris Local PaperCC | Morris Publishing Group PV | Civic Center checks | Total | Legal | Not legal | Subscription | Reimbursed | Total |
|-------|-------------------------------|------------------------|------------------------|----------------------|----------------------------|---------------------|-------------------|------------------|------------------|-----------------|-------------------|------------------|
| 52220 | Surface Water Treatment | | | | 5,005.72 | | 5,005.72 | | | | | 5,005.72 |
| 52240 | Waste Water Collection | | | | | | | | | | | |
| 52260 | River Rd Water Reclamation | | 886.22 | 939.6 | | | 1,825.82 | | | | | 1,825.82 |
| 52270 | Hollywood WWTP | | | | | | | | | | | |
| 52281 | Laboratory Administration | | | | 222.50 | | 222.50 | | | | | 222.50 |
| 54110 | Airport Operations | | | | | | | | | | | |
| 61110 | Municipal Garage Operations | | | | | | | | | | | |
| 62110 | IT Administration | | | | | | | | | | | |
| 62140 | IT Infrastructure & Sup | | | | | | | | | | | |
| 63125 | Workers Compensation | | | | | | | | | | | |
| 72400 | Civic Center Operations | | | | 24,727.00 | | 24,727.00 | | 24,727.00 | | (24,727.00) | |
| 91100 | AEDC Operations | | | | | | | | | | | |
| 91110 | Business Development | | | | | | | | | | | |
| 91120 | TPRDC Contractual | | | | | | | | | | | |
| 95101 | President's Office | | | | | | | | | | | |
| 95102 | Chamber General | | | | | | | | | | | |
| 95105 | Board of Directors | | | | | | | | | | | |
| 95111 | Membership Support | \$281.40 | | \$7,200.00 | | | 7,481.40 | | 7,481.40 | | | 7,481.40 |
| 95112 | Membership Events | | | \$790.00 | | | 790.00 | | 790.00 | | | 790.00 |
| 95121 | Business Council Support | \$9.95 | | | | | 9.95 | | 9.95 | | | 9.95 |
| 95122 | Business Council Events | | | \$1,622.00 | | | 1,622.00 | | \$1,622.00 | | | 1,622.00 |
| 95141 | Quality of Life Support | | | | | | | | | | | |
| 95161 | CVC Support | | | | | | | | | | | |
| 95163 | CVC Convention Development | | | | | | | | | | | |
| 95167 | CVC Arts | | | \$1,740.00 | | | 1,740.00 | | \$1,740.00 | | | 1,740.00 |
| 95168 | CVC Advertising & Marketing | | | \$13,730.00 | | | 13,730.00 | | \$13,730.00 | | | 13,730.00 |
| 95210 | Harrington Library Consortium | | | | | | | | | | | |
| | Total | 3,989.11 | 15,494.85 | 39,911.91 | 23,402.15 | 24,727.00 | 107,525.02 | 46,129.78 | 58,033.78 | 3,361.46 | -36,559.77 | 70,965.25 |

| AMARILLO GLOBE NEWS & MORRIS COMMUNICATIONS | | | | | | | | | | | | |
|---|-------------------------------|---------------------------|---------------------------|-------------------------|-------------------------------|------------------------|----------|----------|------------|--------------|------------|----------|
| Vendor Numbers 115883 & 389928 | | | | | | | | | | | | |
| Analysis of Account 61300 (Advertising) and others coded to pay advertising | | | | | | | | | | | | |
| For period 10/1/15-9/30/16 | | | | | | | | | | | | |
| BU | BU Description | Amarillo Globe News CC | Amarillo Globe News PV | Morris Local PaperCC | Morris Publishing Group PV | Civic Center checks | Total | Legal | Not legal | Subscription | Reimbursed | Total |
| 1850 | Parks & Rec Program | | | \$315.00 | | | 315.00 | | 315.00 | | | 315.00 |
| 1861 | Park Maintenance | | | \$719.76 | | | 719.76 | | 719.76 | | | 719.76 |
| 1862 | Zoo Maintenance | | | \$1,439.52 | | | 1,439.52 | | \$1,439.52 | | | 1,439.52 |
| 1910 | Fire Operations | | | | | | - | | | | | - |
| 1920 | Fire Support | | | | | | - | | | | | - |
| 1930 | Fire Marshal | | | | | | - | | | | | - |
| 9510 | Chamber of Commerce | | | | | | - | | | | | - |
| 20110 | Program Management | | | \$3,010.45 | 281.40 | | 3,291.85 | 3,291.85 | | | (3,291.85) | - |
| 20210 | Housing Assistance | | | | 4,245.31 | | 4,245.31 | 4,245.31 | | | (4,245.31) | - |
| 23100 | Summer Food Service Program | | | | | | - | | | | | - |
| 24200 | Urban Transportation Planning | \$99.50 | | | | | 2,105.08 | 2,105.08 | | | (2,105.08) | - |
| 25011 | AHD Public Health | \$369.50 | | | | | 369.50 | 369.50 | 369.50 | | (369.50) | - |
| 25013 | IMM/Locals | | | | | | - | | | | | - |
| 25014 | HIV Prevention & Counseling | | | | | | - | | | | | - |
| 25311 | WIC Administration | | | | | | - | | | | | - |
| 25312 | WIC Nutrition Education | | | | | | - | | | | | - |
| 25314 | WIC Client Services | | | | | | - | | | | | - |
| 25317 | WIC Lactation Consultant | | | | | | - | | | | | - |
| 27100 | Greenways at Hillside | | 2,774.56 | | | | 2,774.56 | 2,774.56 | | | | 2,774.56 |
| 27300 | Colonies | | | | | | - | | | | | - |
| 27400 | Tutbury Improv. Dist. | | | | | | - | | | | | - |
| 27510 | Point West PID | | | | | | - | | | | | - |
| 27610 | Quail Creek PID | | | | | | - | | | | | - |
| 27710 | Vineyards PID | | | | | | - | | | | | - |
| 27800 | Redstone PID | | | | | | - | | | | | - |
| 27900 | Town Square PID | | | | | | - | | | | | - |
| 52100 | Utility Billing | \$99.50 | | | | | 99.50 | 99.50 | | 99.50 | | 99.50 |
| 521629 | HR Permit Renewal | | | | | | - | | | | | - |

E



Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------------|-------------------------|--|
| Meeting Date | April 25, 2017 | Council Priority | |
|---------------------|----------------|-------------------------|--|

| | |
|-------------------|--------|
| Department | Police |
|-------------------|--------|

Agenda Caption

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP – Click it or Ticket
Grantor: Texas Department of Transportation

Grant Amount: \$11,817.00
Match Amount: 0
Total Awarded: \$11,817.00

This item accepts the Fiscal Year 2017 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Agenda Item Summary

This grant provides the Amarillo Police Department grant dollars to fund overtime associated with patrol and enforce of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Requested Action

Council consideration and approval of the grant agreement.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to approve the grant agreement.

AMARILLO POLICE DEPARTMENT
INTER-DEPARTMENT OFFICE COMMUNICATION

To: Jared Miller, City Manager

Date: 4/17/16

From: Sgt. W. Hill, Police Department

Subject: Click it or Ticket Grant

Description

This is a grant from the Texas Department of Transportation that funds police officers Overtime to patrol and enforce seatbelt and Child restraint violation

Department

Police

Recommendation

This is a short term grant offered to the Police Dept. that is 100% paid by the Texas Department of Transportation. No matching Funds from the City of Amarillo are required.

History

The Police Dept. has had this grant numerous years.

Funds

\$11817.00 has been requested for reimbursement For the overtime salaries of the officers working this grant which runs from 5/2/17-6/10/2017. The actual enforcement period is 5/22-6/4/17.


Sgt. W. Hill

**Texas Department Of Transportation - Traffic Safety
 Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Amarillo

Project Title: STEP - Click It or Ticket

| | |
|---|--|
| Authorizing Authority | |
| The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization. | |
| Name: | |
| Title: | |
| Signature: | |
| Date: | |
| Under the authority of Ordinance or Resolution Number (if applicable) | |

| Authorized to Electronically Sign Grant Agreements and Amendments | | |
|--|---|------------------|
| List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization. | | |
| | Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants | Title |
| 1. | WES HILL | SERGEANT |
| 2. | MATTHEW POSTON | ACCOUNTANT |
| 3. | VALERIE KUHNERT | Subgrantee Admn. |

Texas Traffic Safety eGrants

Fiscal Year 2017

Organization Name: City of Amarillo - Police Department

Legal Name: City of Amarillo

Payee Identification Number: 17560004446004

Project Title:

ID: 2017-AmarilloPD-CIOT-00014

Period: 05/02/2017 to 06/10/2017

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Amarillo** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2017.

Name of the Federal Agency: National Highway Traffic Safety Administration

CFDA Number: 20.616
CFDA Title: National Priority Safety Programs
Funding Source: Section 405B
DUNS: 065032807
FAIN: 18X920405BTX17

Project Title: STEP - Click It Or Ticket

Description: To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **05/02/2017** or on the date of final signature of both parties, whichever is later, and ends on **06/10/2017** unless terminated or otherwise modified.

Total Awarded: \$11,817.00

Amount Eligible for Reimbursement by the Department: \$11,817.00

Match Amount provided by the Subgrantee: \$0

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires

... if applicable, it will comply with Chapter 601 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.
- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This

will be considered as additional work and will be paid for as specified in this Article.

- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
 - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

- D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party, or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. COPIES

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management

procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681, 1682, and 1685, 1686), which prohibits discrimination

1972, as amended (20 U.S.C. 1001-1003 and 1003-1005), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally

possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to

of the prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal

department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid: the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement unless otherwise amended or the

...ing shall ensure that the use of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
 2. physical inspection of project records and supporting documentation
 3. telephone conversations
 4. e-mails and letters
 5. quarterly review meetings
 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
 2. Review project accomplishments (performance measures completed, targets achieved)
 3. Account for any approved Program Income earned and expended
 4. Identify exemplary performance or best practices

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Goals & Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To increase occupant restraint use in all passenger vehicles and trucks

Strategy: Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Law Enforcement Objective/Performance Measure

| | |
|--|------------------|
| 1. Number and type of citations/arrests to be issued during the CIOT Operation | |
| a. Safety Belt Citations | 305 |
| b. Child Safety Seat Citations | 33 |
| c. Increase the safety belt usage rate among drivers and front seat passengers, between pre & post survey results, by at least the following percentage points | 3% |
| 2. Total Number of Enforcement Hours | 202 |
| Step Indicator | 2.50990099009901 |

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E Objective/Performance Measure

- 1. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentations 1
 - b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews) 2
 - c. Conduct a minimum of one (1) community events (e.g. health fairs, booths) 1
 - d. Distribute the following number of public information and education materials (if applicable) 75

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

Budget Summary

| Budget Category | | TxDOT | Match | Total |
|---|-------------------------------------|--------------------|--------------|--------------------|
| Category I - Labor Costs | | | | |
| (100) | Salaries | \$11,817.00 | \$0 | \$11,817.00 |
| (200) | Fringe Benefits | \$0 | \$0 | \$0 |
| | Category I Sub-Total | \$11,817.00 | \$0 | |
| Category II - Other Direct Costs | | | | |
| (300) | Travel | \$0 | \$0 | \$0 |
| (400) | Equipment | \$0 | \$0 | \$0 |
| (500) | Supplies | \$0 | \$0 | \$0 |
| (600) | Contractual Services | \$0 | \$0 | \$0 |
| (700) | Other Miscellaneous | \$0 | \$0 | \$0 |
| | Category II Sub-Total | \$0 | \$0 | \$0 |
| Total Direct Costs | | \$11,817.00 | \$0 | \$11,817.00 |
| Category III - Indirect Costs | | | | |
| (800) | Indirect Cost Rate | \$0 | \$0 | \$0 |
| Summary | | | | |
| | Total Labor Costs | \$11,817.00 | \$0 | \$11,817.00 |
| | Total Direct Costs | \$0 | \$0 | \$0 |
| | Total Indirect Costs | \$0 | \$0 | \$0 |
| | Grand Total | \$11,817.00 | \$0 | \$0.00 |
| | Fund Sources (Percent Share) | 100.00% | 0.00% | |

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

CIOT Operational Plan

X I agree to the following

Comments:

| | |
|--|---------------------------------------|
| Site Description | Occupant Protection Jurisdiction Wide |
| Pre Surveys | May 2 2017 - May 4, 2017 |
| Pre-Media Efforts before Enforcement period | May 19, 2017 - May 21, 2017 |
| Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime) | May 22, 2017 - June 4, 2017 |
| Post Surveys | June 5, 2017- June 7, 2017 |
| Post-Media Efforts after Enforcement period | June 8, 2017- June 10, 2017 |
| Reporting Period | May 2, 2017- June 10, 2017 |

Description of Activities

| | |
|--------------------|--|
| Pre-Surveys | <p>Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates.</p> <p>The cities of Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Lubbock, and San Antonio are scheduled to have their surveys conducted by the Texas Transportation Institute (TTI).</p> <p>All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Tools" link.</p> |
| Pre-Media Campaign | <p>Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced.</p> |
| Enforcement Period | <p>Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.</p> |
| Post-surveys | <p>Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Arlington, Austin</p> |

the impact of the media/enforcement effort. The cities of Amarillo, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Lubbock, and San Antonio are scheduled to have their surveys conducted by the Texas Transportation Institute (TTI).

All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Tools" link.

Post-media Campaign

Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.

Reporting Period

Agencies will submit a performance report during this time period.

Note:

The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-survey and pre-media activities at a later date.

These activities must occur prior to enforcement activities beginning.

The Post-media Campaign may begin immediately after the post observational surveys are conducted.

Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------------|-------------------------|-----|
| Meeting Date | April 25, 2017 | Council Priority | N/A |
|---------------------|----------------|-------------------------|-----|

| | |
|-------------------|---------------|
| Department | WIC Nutrition |
|-------------------|---------------|

Agenda Caption

Approval - WIC Nutrition Program Contract Amendment for FY2018

Agenda Item Summary

FY2018 Award Not to Exceed: \$1,568,445.00
The FY2017 Women, Infant, and Children's (WIC) Nutrition Program is a pass-through contract from the Department of State Health Services to the City of Amarillo for the period of October 1, 2017 through September 30, 2018. WIC provides supplemental nutritious foods, health assessments, medical and social services referrals, nutrition education and breastfeeding support.

Requested Action

Request for Council to approve the FY 2018 contract amendment for the provision of WIC Nutrition services. WIC is a Supplemental Nutrition Program for low income Pregnant, Post Partum, and Breastfeeding Women and Infants and Children up to age 5. Wic provides supplemental nutritious foods, health assessments, medical and social services referrals, nutrition education and breastfeeding support. The City of Amarillo WIC Nutrition Program provides services in Potter, Randall, Armstrong, Carson, and Oldham counties and currently serves an average of 6,909 participants per month.

Funding Summary

Contract is for an amount not to exceed \$1,568,445.00 for reimbursement of allowed expenditures for the provision of WIC Nutrition services.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends Council approval of the contract for the provision of WIC Nutrition services.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

JOHN HELLERSTEDT, M.D.
COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

Bob Cowell
Deputy City Manager
509 SE 7th Street
Amarillo, TX 79105
Bob.cowell@amarillo.gov

Subject: Women, Infants and Children's (WIC) Nutrition Local Agency grant
Contract Number: 2017-049839-001A
Contract Amount: \$3,111,865.00
Contract Term: October 1, 2016 - September 30, 2018

Dear Mr. Cowell:

Enclosed is the FY2018 WIC Local Agency contract amendment between the Department of State Health Services and the City of Amarillo.

The purpose of this contract is to provide WIC Local Agency services to low-income pregnant and postpartum women, infants, and children identified to be at nutritional risk. Services include eligibility determination, nutrition education/counseling and distribution of supplemental food instruments.

This amendment extends the term of this contract to September 30, 2018 along with increasing your organization's WIC local agency funding for FY2017 to \$1,568,445.00 and adding \$1,543,420.00 of funding for Fiscal Year 2018.

Please let me know if you have any questions or need additional information.

Sincerely,

Cynthia Wright, CTCM
Contract Manager
512/776-3029
cynthia.wright@dshs.texas.gov

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 2017-049839-001A
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency") and **CITY OF AMARILLO** ("Grantee"), who are collectively referred to herein as the "Parties," to that certain Women, Infants and Children's Nutrition Local Agency grant contract effective October 1, 2016 and denominated DSHS Contract No. 2017-049839-001 ("Contract"), now desire to amend the Contract.

WHEREAS, the parties desire to, amongst other things, increase funds for Fiscal Year (FY) 2017; add funds for FY 2018; and extend the term of the Contract to allow for successful completion of the project; and

WHEREAS, these revisions will result in an addition of **ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS (\$1,568,445.00)** in funds.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. The Parties agree to revise the Contract Signature Page to correct the section numbering to reflect a sequential order.
2. **SECTION III** of the Contract Signature Document (**DURATION**) is hereby amended to reflect a new termination date of **September 30, 2018**.
3. **SECTION IV** of the Contract Signature Document (**BUDGET**) is deleted and replaced in its entirety with the following:

IV. BUDGET

The total amount of this Contract will not exceed **THREE MILLION ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS (\$3,111,865.00)**, of which **\$1,568,445.00** is allocated toward Fiscal Year 2017 (October 1, 2016 through September 30, 2017) and **\$1,543,420.00** is allocated toward Fiscal Year 2018 (October 1, 2017 through September 30, 2018). All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work**.

4. This Amendment No.1 shall be effective as of March 20, 2017.
5. Except as amended and modified by this Amendment No. 1 all terms and conditions of the Contract, as amended, shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DSHS CONTRACT NO. 2017-049839-001A**

**HEALTH AND HUMAN SERVICES
COMMISSION**

CITY OF AMARILLO

By: _____

By: _____

Charles Smith
Executive Commissioner

Name: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE
CONTRACT:**

ATTACHMENT A-1 - FFATA

**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:



Certificate Of Completion

Envelope Id: BAC6F0B4C7F54F05A422F9CD08DF59FB
Subject: \$1,568,445; CITY OF AMARILLO; 2017-049839-001A; NSS-WIC-LA-MNTR
Source Envelope:
Document Pages: 15
Supplemental Document Pages: 0
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Jason Jahnke

1860 Michael Faraday Dr
Reston, VA 20190
jason.jahnke@hhsc.state.tx.us
IP Address: 167.137.1.16

Record Tracking

Status: Original
3/22/2017

Holder: Jason Jahnke
jason.jahnke@hhsc.state.tx.us

Location: DocuSign

Signer Events

Ayeola Williams
Ayeola.Williams@hhsc.state.tx.us
Staff Attorney, System Contracting
HHSC
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

Completed

Using IP Address: 160.42.85.9

Timestamp

Sent: 3/22/2017
Viewed: 3/22/2017
Signed: 3/22/2017

Charles Rotan
Charles.Rotan@dshs.state.tx.us
Manager V
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Completed

Using IP Address: 160.42.85.9

Sent: 3/22/2017
Viewed: 3/23/2017
Signed: 3/23/2017

Patty Melchior
Patty.Melchior@dshs.state.tx.us
Resource Director
Department State Health Services
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Completed

Using IP Address: 160.42.85.9

Sent: 3/23/2017
Viewed: 3/23/2017
Signed: 3/23/2017

Evelyn Delgado
evelyn.delgado@dshs.state.tx.us
Associate Commissioner - FCHS
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Completed

Using IP Address: 160.42.85.9

Sent: 3/23/2017
Viewed: 3/24/2017
Signed: 3/24/2017

Signer Events

Kirk Cole
kirk.cole@dshs.state.tx.us
Associate Commissioner
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

John Hellerstedt
John.Hellerstedt@dshs.state.tx.us
Commissioner
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Bob Cowell
bob.cowell@amarillo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Bernie Rodriguez
bernie.rodriguez@hhsc.state.tx.us
Procurement Manager
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Matthew Chaplin
Matthew.Chaplin@hhsc.state.tx.us
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Karen Ray
Karen.Ray@hhsc.state.tx.us
Chief Counsel
HHSC
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature**Completed**

Using IP Address: 104.14.159.252

Completed

Using IP Address: 160.42.85.9

Timestamp

Sent: 3/24/2017
Viewed: 3/28/2017
Signed: 3/28/2017

Sent: 3/28/2017
Viewed: 3/29/2017
Signed: 3/29/2017

Sent: 3/29/2017

| Signer Events | Signature | Timestamp |
|--|---|---|
| <p>Charles Smith Charles.Smith@hhsc.state.tx.us Executive Commissioner HHSC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | | |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| <p>Cynthia Wright Cynthia.Wright@dshs.state.tx.us Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 3/22/2017 Viewed: 3/24/2017</p> |
| <p>Ellen Watkins ellen.watkins@dshs.state.tx.us Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 3/22/2017</p> |
| <p>Amy Greene amy.greene@hhsc.state.tx.us Contract Specialist V Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 3/22/2017 Viewed: 3/30/2017</p> |
| <p>Susana Garcia susana.garcia@dshs.state.tx.us Unit Director Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | <p>Sent: 3/22/2017</p> |

Carbon Copy Events

Margaret Payton
margaret.payton@amarillo.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Status

COPIED

Timestamp

Sent: 3/29/2017
Viewed: 4/10/2017

Pam Wells
pam.wells@hhsc.state.tx.us
Texas Health and Human Services Commission
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

FCHS WIC Inbox
WICcontracts@dshs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Notary Events

Timestamp

Envelope Summary Events

Envelope Sent

Status

Hashed/Encrypted

Timestamps

3/29/2017

Payment Events

Status

Timestamps



Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------------|-------------------------|----------------------|
| Meeting Date | April 25, 2017 | Council Priority | Interlocal Agreement |
|---------------------|----------------|-------------------------|----------------------|

| | | | |
|-------------------|-----------------|-----------------------|----------------|
| Department | Building Safety | Contact Person | Randy Schuster |
|-------------------|-----------------|-----------------------|----------------|

Agenda Caption

Approval – Interlocal Agreement between the City of Amarillo, Texas and The Village of Timbercreek Canyon, Texas:

This interlocal agreement will provide review and building inspection services to The Village of Timbercreek Canyon, Texas on an as needed basis.

Agenda Item Summary

The City of Amarillo’s Department of Building Safety is at the forefront of code knowledge, providing quality building plan review and inspection services, not only in the state and nation but in particular the 26 counties of the Texas Panhandle.

Requested Action

Please consider the attached agreement stipulating terms for Building Plan review and Inspection services. These services will be provided by Building Safety Staff on an as needed basis.

Funding Summary

The City of Amarillo will submit invoices to the Village of Timbercreek Canyon as work is performed.

Community Engagement Summary

Neighboring jurisdictions often look to us for guidance in the field of construction. In the spirit of that role, Building Safety wishes to enter into the referenced agreement to assure sustainable, safe structures for all.

Staff Recommendation

Please consider the attached agreement stipulating terms for Building Plan review and Inspection services. These services will be provided by Building Safety Staff on an as needed basis.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND THE VILLAGE OF TIMBERCREEK CANYON, TEXAS**

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

1. Entity. Each party is a local government within the State of Texas, Amarillo being a home rule municipality and Timbercreek Canyon being a political subdivision of the State of Texas organized under Chapter 7 of the Texas Local Government Code.

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

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

4. Amarillo Obligation. Amarillo now promises to perform and provide to Timbercreek Canyon certain services as described in Exhibit A.

5. Timbercreek Canyon Obligation. Timbercreek Canyon hereby (a) accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) agrees to perform its obligations stated therein, (c) including timely payment for services.

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

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to a third

party (parties) arising out of or related to the acts or omissions of it's employees or agents and not those of any other party.

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

9. Effective date & Term. This Agreement shall become effective on the first day after it has received approval of both governing bodies. This Agreement shall remain in full force and effect for a term of two (2) years from the effective date. This Agreement shall automatically be renewed for two (2) additional two-year terms unless and until a Party cancels it by giving sixty (60) days written notice to the other Party.

10. Contacts. The point of contact for each Party shall be as specified in Exhibit A.

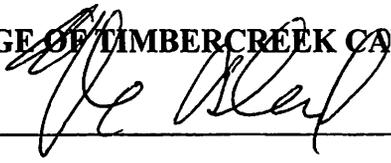
11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5 through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

VILLAGE OF TIMBERCREEK CANYON

CITY OF AMARILLO, TEXAS

By: 

By: _____

Title: Kyle Black, Mayor

Title: Jared Miller, City Manager

Date: 4-19-17

Date: _____

 ORIGINAL

EXHIBIT A

1. Purpose. The purpose of this Exhibit A and the Interlocal Agreement to which it is attached, is to state the terms, conditions, and consideration by which the Amarillo will provide services to Timbercreek Canyon for public purpose and benefit.

2. SCOPE OF SERVICES. - Services to Timbercreek Canyon are to be provided as follows on an as-needed basis:

A. General Building Inspection Services

1. Review Construction Documents for compliance with the Residential Code for One- and Two-family Dwellings as adopted by Timbercreek Canyon.
2. Performance of Inspections related to the Village of Timbercreek Canyon Ordinances and current adopted version of the International Residential Code (IRC)
 - Inspections that are outside the scope of the knowledge, skill set and expertise of Timbercreek Canyon Contract Inspector (i.e. certain Electrical and Plumbing Inspections and other areas)
3. Provide Expertise and Assistance to Timbercreek Canyon Inspector
4. Provide On-Site Professional Assistance to the Timbercreek Canyon Inspector
 - On-Site Inspections jointly with the Timbercreek Canyon Inspector
5. Make recommendations to Timbercreek Canyon regarding inspections performed by City staff on behalf of Timbercreek Canyon, to ensure proper building safety and compliance with Village Ordinances and the current adopted International Residential Code
6. On-Site services as needed by the Village of Timbercreek Canyon related to the construction of One- and Two-family Residential Dwellings.

B. Amarillo will provide to Timbercreek Canyon the pro-rated services of one (1) full time employee per Inspection or plan review. This individual will be responsible for delivery of all contracted services to Timbercreek Canyon. Amarillo's point of contact shall be the City's Building Official or designee. The point of contact for Timbercreek Canyon will be the Mayor or an authorized designee of the Mayor.

3 COMPENSATION.

In consideration of the services described in the foregoing paragraphs to be rendered by Amarillo, Timbercreek Canyon agrees to make the following payment to Amarillo from available funds:

- A. Amarillo will invoice Timbercreek Canyon a final lump sum based on Building Review and Inspection services provided during normal business hours at the following rates:
 1. Cost per inspection - \$100 flat rate for a weekday (M-F) inspection, provided it is scheduled by 6am. Otherwise an afterhours/weekend rate of \$120.00 per inspection would apply.
 2. Cost per plan review - \$60 per hour
 - a. Maximum of 3 hours per plain review, unless consent is given by Timbercreek Canyon.
- B. Additional Services - Additional services may be arranged through the mutual consent and approval of Timbercreek Canyon and Amarillo to provide Building Inspection services which are in addition to those described herein. Such services will be available at a set rate of \$60 per hour or at an agreed upon lump-sum cost. In no case will Amarillo undertake additional services without the consent and approval of the Timbercreek Canyon.

 ORIGINAL

End of Exhibit A.

[THIS SPACE LEFT BLANK INTENTIONALLY]



Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------|-------------------------|------------------------|
| Meeting Date | 04/25/17 | Council Priority | Downtown Redevelopment |
|---------------------|----------|-------------------------|------------------------|

| | |
|-------------------|-----------------------|
| Department | City Manager's Office |
|-------------------|-----------------------|

Agenda Caption
Ordinance – An Ordinance regulating parking within the downtown parking garage and establishing parking fees for the parking garage.

Agenda Item Summary
This item is reading and approval of an ordinance that regulates parking within the downtown parking garage which is operated by the LGC and to set the rates for use of the parking garage. The proposed rates are consistent with those identified in the proforma for the parking garage - \$2.00 per hour for the first two hours, \$2.00 for each additional two hour period with a maximum \$7.00 daily rate. It is also proposed that there be no charge for Sunday parking except for events and likewise on Tuesday evenings. Rates for special events will be determined at a later date.

Requested Action
Conduct the readings and approval of the ordinance.

Funding Summary
Revenue generated from the parking operations address operations expenses and service the debt used in the construction of the parking garage.

Community Engagement Summary
N/A

City Manager Recommendation
Staff recommends approval of the Ordinance.

ORDINANCE NO. 7665

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO: REGULATING PARKING WITHIN THE DOWNTOWN PARKING GARAGE; ESTABLISHING PARKING FEES; PROVIDING SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR CRIMINAL PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Downtown Parking Garage, to be operated by the City under an Agreement with the Amarillo Local Government Corporation, shall be available for public parking and for parking pursuant to Agreement with either the City of Amarillo or the Amarillo Local Government Corporation; and

WHEREAS, the City Council finds that it is in the best interests of both public safety and convenience to take each action below related to fees for parking within the Downtown Parking Garage;

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

SECTION 1. That the following fees for public parking in the Downtown Parking Garage be are hereby established:

DOWNTOWN PARKING GARAGE PARKING RATES

| <u>Period</u> | <u>Rate</u> | <u>Rate incl. Tax</u> |
|------------------------|-------------|-----------------------|
| 0 - 2 Hour | \$1.85 | \$2.00 |
| Each Additional 2 Hour | \$1.85 | \$2.00 |
| Maximum Per Day | \$6.47 | \$7.00 |

- Notes: (1) Sales tax currently at 8.25%,
(2) Customers with valid handicapped license plates do not pay for parking,
(3) Rates are set so the customer can pay with minimal use of change, avoiding pennies, after tax is applied.

PARKING PROVIDED UNDER AGREEMENT WITH LGC OR CITY

As provided in the Agreement.

EVENT PARKING RATES

As determined by CITY for each event.

SUNDAY PARKING

Except for Event Parking, parking will at no charge on Sundays

DISCOUNT PARKING

Except for Event Parking, parking between the hours of 5 pm and midnight shall be at no charge on Tuesdays

SECTION 2. That fees for parking provided under an Agreement between either the City of Amarillo or the Amarillo Local Government Corporation and a person, firm or corporation, shall be charged and paid at such rates as are provided in such Agreement.

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

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

SECTION 5. Penalty. Upon conviction for a violation of this ordinance, the offender shall be subject to fine or other penal or civil sanctions as prescribed in Section 1-1-5 or as otherwise provided by law.

SECTION 6. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____ day of April, 2017; and **PASSED** on Second and Final Reading the _____ day of April, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

23



Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------------|-------------------------|---------------------------|
| Meeting Date | April 25, 2017 | Council Priority | Infrastructure Initiative |
|---------------------|----------------|-------------------------|---------------------------|

| | |
|-------------------|---|
| Department | Capital Projects & Development Engineering |
|-------------------|---|

Agenda Caption

Approval –Change Order No. 2 – Job# 521725 Arden Road 36" Transmission Pipeline & Pump Station Improvements

| | |
|-------------------------|------------------|
| Original Contract: | \$ 13,879,793.32 |
| Previous Change Orders: | \$ 186,716.00 |
| Current Change Order: | \$ 305,984.56 |
| Revised Contract Total: | \$ 14,372,493.88 |

This item is to approve Change Order No 2 to the contract with SJ LOUIS Construction of Texas, LTD. for additional work.

Agenda Item Summary

Change Order No 2 is to authorize additional work on the project. The changes include (1) the addition of asphalt to the Softball Parking Lot and Osage Street to match existing conditions, (2) a credit to the original contract for the reduction from 2" thick asphalt to 1.5" asphalt trench repair section along 58th Street, (3) a change from 12' wide, 2" thick trench repair asphalt to 20' wide, 1.5" asphalt overlay along 58th Street (4) a credit to the original contract for the reduction from 2" thick asphalt to 1.5" asphalt trench repair section along Arden Road (5) a change from 12' wide, 2" thick trench repair asphalt to 20' wide, 1.5" asphalt overlay along Arden Road, and(6) the additional work for the waterline crossing a new street (Gemini Trail) that was not present when the plans were created and the project was bid. One (1) additional working day is being added to the contract for this item.

Requested Action

Consider Change Order No. 2 for approval.

Funding Summary

Funding for this project is available in the Project Budget Number 521725.17400.3020

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Change Order No. 2.

Bid No. 5222 Aiden Road Water Transfer Pipeline and Pump Station Improvements
 Opened 4:00 p.m., December 3, 2015

| To be awarded as one lot | S / J Louis Construction of Texas LTD | Thaille, Middlethian Partners LLC | Oscar Renda Contracting Inc | Utility Contractors of Americas Inc. | Spies Construction co Inc | Carstensen Contracting Inc | Cardinal Contractors Inc | BRB Contractors Inc | Garney Companies |
|--|---------------------------------------|-----------------------------------|-----------------------------|--------------------------------------|---------------------------|----------------------------|--------------------------|---------------------|------------------|
| Line 1 General Terms (subtotal of "A" items), per specifications | | | | | | | | | |
| 1 ea | \$536,399.160 | \$950,399.16 | \$804,580.000 | \$1,074,916.00 | \$1,132,983.20 | \$1,002,397.60 | \$1,266,664.00 | \$1,101,832.00 | \$1,149,916.00 |
| Extended Price | 536,399.16 | 950,399.16 | 804,580.00 | 1,074,916.00 | 1,132,983.20 | 1,002,397.60 | 1,266,664.00 | 1,101,832.00 | 1,149,916.00 |
| Line 2 Construction New 36" Water Pipeline (Bar-Wrapped C303, Cement Mortar Lined and Coated Steel, Polyurethane Encased Ductile Iron, or Fiberglass Reinforced Polymer Mortar Pipe) (Subtotal of "B" items, per specifications | | | | | | | | | |
| 1 ea | \$11,141,404.160 | \$11,618,346.00 | \$14,742,975.000 | \$11,755,380.06 | \$13,238,512.00 | \$11,752,274.00 | \$12,146,575.00 | \$15,161,509.00 | \$13,395,593.00 |
| Extended Price | 11,141,404.16 | 11,618,346.00 | 14,742,975.00 | 11,755,380.06 | 13,238,512.00 | 11,752,274.00 | 12,146,575.00 | 15,161,509.00 | 13,395,593.00 |
| Line 3 Aiden Road Pump Station Improvements (Subtotal of "C" items), per specifications | | | | | | | | | |
| 1 ea | \$2,814,990.000 | \$2,000,000.00 | \$4,000,000.000 | \$4,000,000.00 | \$2,700,000.00 | \$3,135,850.00 | \$3,074,000.00 | \$3,500,000.00 | \$4,200,000.00 |
| Extended Price | 2,814,990.00 | 2,000,000.00 | 4,000,000.00 | 4,000,000.00 | 2,700,000.00 | 3,135,850.00 | 3,074,000.00 | 3,500,000.00 | 4,200,000.00 |
| Line 4 Last Minute Deduction Item to be applied to Items Proportionately (The purpose of the Last Minute Deduct Item is to allow the Contractor the opportunity to adjust the Total Base Bid at the last minute), per specifications | | | | | | | | | |
| 1 ea | (\$613,000.000) | (\$462,745.00) | (\$4,420,788.000) | (\$1,150,000.00) | (\$1,259,982.97) | \$0.00 | (\$100,000.00) | (\$3,224,000.00) | (\$1,110,000.00) |
| Extended Price | (613,000.00) | (462,745.00) | (4,420,788.00) | (1,150,000.00) | (1,259,982.97) | \$0.00 | (100,000.00) | (3,224,000.00) | (1,110,000.00) |
| Bid Total | 13,879,793.32 | 14,106,000.16 | 15,126,767.00 | 15,680,296.06 | 15,811,512.23 | 15,890,521.60 | 16,387,739.00 | 16,539,341.00 | 17,635,509.00 |
| Award by vendor | 13,879,793.32 | | | | | | | | |
| Change Order #1 | 186,716.00 | | | | | | | | |
| Change Order #2 | 305,984.56 | | | | | | | | |
| Revised Total Amount | 14,372,493.88 | | | | | | | | |





Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|----------------|-------------------------|---------------------------|
| Meeting Date | April 25, 2017 | Council Priority | Infrastructure Initiative |
|---------------------|----------------|-------------------------|---------------------------|

| | |
|-------------------|--|
| Department | Capital Projects & Development Engineering |
|-------------------|--|

Agenda Caption

Approval – Change Order No. 3 – Job # 521943: Hillside Terrace Estates 30” Sewer Replacement Contract 1-Soncy Road to Arden Road Project

| | |
|-------------------------|-----------------|
| Original Contract: | \$ 986,565.00 |
| Previous Change Orders: | \$ 66,772.26 |
| Current Change Order: | \$ 172,613.99 |
| Revised Contract Total: | \$ 1,225,951.25 |

This item is to approve Change Order No. 3 to the contract with Condie Construction Company, Inc. for additional by-pass pumping equipment.

Agenda Item Summary

Change Order No. 3 is to authorize additional work required on the project, which allows for additional by-pass pumping equipment.

Requested Action

Consider Change Order No. 3 for approval.

Funding Summary

Funding for this project is available in the Project Budget Number 521943.17400.1090

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Change Order No. 3.

| To be awarded as one lot | Condle Construction Co Inc | Spieess Construction Co Inc | West Texas Utility Contractors | J & H Services Inc | LA Fuller and Sons Construction LTD | Amarillo Utility Contractors | Williams Ditching LLC |
|---|----------------------------|-----------------------------|--------------------------------|--------------------|-------------------------------------|------------------------------|-----------------------|
| Line 1 Allowance for mobilization and Demobilization, insurance, bonds and related ancillary costs, a maximum of 5% of the Contract Amount ___ Dollars and ___ Cents per Lump Sum, per specifications | | | | | | | |
| 1 LS | | | | | | | |
| Unit Price | \$45,000.00 | \$50,000.00 | \$38,298.00 | \$50,000.00 | \$50,734.00 | \$55,000.00 | \$66,039.58 |
| Extended Price | 45,000.00 | 50,000.00 | 38,298.00 | 50,000.00 | 50,734.00 | 55,000.00 | 66,039.58 |
| Line 2 30-inch FRP Wasteware Pipe, 0' - 15' Depth, ___ Dollars and ___ Cents per Linear Foot, per specifications | | | | | | | |
| 2,850 LF | | | | | | | |
| Unit Price | \$174.00 | \$219.00 | \$176.500 | \$197.00 | \$171.46 | \$230.00 | \$273.64 |
| Extended Price | 495,900.00 | 624,150.00 | 503,025.00 | 561,450.00 | 488,661.00 | 655,500.00 | 779,874.00 |
| Line 3 Tunnel, Auger bore ___ Dollars and ___ Cents per Linear Foot, per specifications | | | | | | | |
| 70 LF | | | | | | | |
| Unit Price | \$1,522.000 | \$1,000.00 | \$1,687.000 | \$848.00 | \$1,639.00 | \$1,900.00 | \$1,407.11 |
| Extended Price | 106,540.00 | 70,000.00 | 118,090.00 | 59,360.00 | 114,730.00 | 133,000.00 | 98,497.70 |
| Line 4 18-inch PVC C-90S Pipe, 0' - 15' Depth ___ Dollars and ___ Cents per Linear Foot, per specifications | | | | | | | |
| 103 LF | | | | | | | |
| Unit Price | \$165.000 | \$250.00 | \$403.000 | \$82.00 | \$101.00 | \$220.00 | \$171.30 |
| Extended Price | 16,995.00 | 25,750.00 | 41,509.00 | 8,446.00 | 10,403.00 | 22,660.00 | 17,643.90 |
| Line 5 Remove, Salvage and Replace 6-ft FRP Manholes ___ Dollars and ___ Cents per Each, per specifications | | | | | | | |
| 5 EA | | | | | | | |
| Unit Price | \$15,750.000 | \$20,000.00 | \$20,430.800 | \$22,865.00 | \$20,534.00 | \$22,000.00 | \$23,805.35 |
| Extended Price | 78,750.00 | 100,000.00 | 102,154.00 | 114,325.00 | 102,670.00 | 110,000.00 | 119,026.75 |
| Line 6 Connection of new FRP pipe with existing MH-27 at STA 28+46.16 ___ Dollars and ___ Cents, per specifications | | | | | | | |
| 1 EA | | | | | | | |
| Unit Price | \$3,950.000 | \$30,000.00 | \$5,192.000 | \$6,625.00 | \$10,648.00 | \$2,000.00 | \$12,470.56 |
| Extended Price | 3,950.00 | 30,000.00 | 5,192.00 | 6,625.00 | 10,648.00 | 2,000.00 | 12,470.56 |

4

| To be awarded as one lot | Condle Construction Co Inc | Spieess Construction Co Inc | West Texas Utility Contractors | J & H Services Inc | LA Fuller and Sons Construction LTD | Amarillo Utility Contractors | Williams Ditching LLC |
|---|----------------------------|-----------------------------|--------------------------------|--------------------|-------------------------------------|------------------------------|-----------------------|
| Line 7 Remove and Salvage one (1) 6-ft FRP Manhole (MH-190) at STA 22+22.30 ___Dollars and ___Cents per Each, per specifications | | | | | | | |
| 1 EA | \$2,380,000 | \$10,000.00 | \$8,828.00 | \$5,765.00 | \$3,036.00 | \$2,000.00 | \$4,232.29 |
| Unit Price | 2,380.00 | 10,000.00 | 8,828.00 | 5,765.00 | 3,036.00 | 2,000.00 | 4,232.29 |
| Extended Price | | | | | | | |
| Line 8 Bypass Pumping ___Dollars and Cents per diam-inchxt, per specifications | | | | | | | |
| 6 Dia-inch | \$23,620,000 | \$5,000.00 | \$12,667,670 | \$36,000.00 | \$31,151.00 | \$26,000.00 | \$11,069.16 |
| Unit Price | 141,720.00 | 30,000.00 | 76,006.02 | 216,000.00 | 186,906.00 | 156,000.00 | 66,414.96 |
| Extended Price | | | | | | | |
| Line 9 Furnish, Install and Maintain Trench Safety System complying with OSHA rules and regulations ___Dollars and ___Cents per Linear Foot, per specifications | | | | | | | |
| 2,850 LF | \$1,000 | \$2.00 | \$3,500 | \$10.40 | \$3.30 | \$1.00 | \$1.15 |
| Unit Price | 2,850.00 | 5,700.00 | 9,975.00 | 29,640.00 | 9,405.00 | 2,850.00 | 3,277.50 |
| Extended Price | | | | | | | |
| Line 10 Hydromulch ___Dollars and ___Cents per Acre, per specifications | | | | | | | |
| 3 AC | \$4,300,000 | \$1,000.00 | \$6,721,000 | \$5,800.00 | \$37,748.00 | \$9,000.00 | \$33,406.79 |
| Unit Price | 12,900.00 | 3,000.00 | 20,163.00 | 17,400.00 | 113,244.00 | 27,000.00 | 100,220.37 |
| Extended Price | | | | | | | |
| Line 11 Sodding & Surface Restoration ___Dollars and ___Cents per Lump Sum, per specifications | | | | | | | |
| 1 LS | \$9,800,000 | \$10,000.00 | \$50,649,000 | \$31,950.00 | \$26,257.00 | \$10,000.00 | \$63,241.77 |
| Unit Price | 9,800.00 | 10,000.00 | 50,649.00 | 31,950.00 | 26,257.00 | 10,000.00 | 63,241.77 |
| Extended Price | | | | | | | |
| Line 12 Pavement Replacement/Repair ___Dollars and ___Cents per Square Yard, per specifications | | | | | | | |
| 28 SY | \$160,000 | \$50.00 | \$71,000 | \$160.00 | \$138.00 | \$125.00 | \$315.21 |
| Unit Price | 4,480.00 | 1,400.00 | 1,988.00 | 4,480.00 | 3,864.00 | 3,500.00 | 8,825.88 |
| Extended Price | | | | | | | |
| Line 13 Additional rock for Trench foundation stabilization, as Directed ___Dollars and ___Cents per Cubic Yard, per specifications | | | | | | | |
| 200 CY | \$99,000 | \$35.00 | \$82,860 | \$160.00 | \$57.70 | \$235.00 | \$39.05 |
| Unit Price | 19,800.00 | 7,000.00 | 16,572.00 | 32,000.00 | 11,540.00 | 47,000.00 | 7,810.00 |
| Extended Price | | | | | | | |

To be awarded as one lot

| | | | | | | | | |
|--|----------------------------|----------------------------|--------------------------------|--------------------|-----|---------------------------------|------------------------------|-----------------------|
| | Condle Construction Co Inc | Spless Construction Co Inc | West Texas Utility Contractors | J & H Services Inc | LTD | LA Fuller and Sons Construction | Amarillo Utility Contractors | Williams Ditching LLC |
|--|----------------------------|----------------------------|--------------------------------|--------------------|-----|---------------------------------|------------------------------|-----------------------|

| | | | | | | | | |
|---------|---|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Line 14 | Allowance for Xcel Energy to compensate for their cost for Supervision and related ancillary costs, as Directed | | | | | | | |
| 1 | LS | Unit Price | \$30,000.000 | \$30,000.000 | \$30,000.000 | \$30,000.000 | \$30,000.000 | \$30,000.000 |
| | | Extended Price | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 | 30,000.00 |

| | | | | | | | | |
|---------|---------------------------------------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Line 15 | Storm Water Pollution Prevention Plan | | | | | | | |
| 1 | LS | Unit Price | \$15,500.000 | \$15,500.000 | \$13,500.000 | \$27,953.000 | \$5,000.000 | \$14,846.800 |
| | | Extended Price | 15,500.00 | 15,000.00 | 13,500.00 | 27,953.00 | 5,000.00 | 14,846.80 |
| | | Bid Total | 986,565.00 | 1,012,000.00 | 1,031,281.02 | 1,190,051.00 | 1,261,510.00 | 1,392,422.06 |

Award to Vendor
Change order
Total

| | |
|---------------------|--|
| 986,565.00 | |
| 172,613.99 | |
| 1,225,951.25 | |

CHANGE ORDER # 03
CITY OF AMARILLO
CAPITAL PROJECTS & DEVELOPMENT ENGINEERING

JOB NO. 521943 - HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT - CONTRACT 1
BID NO. 5418

DATE: 4/18/2017

CONTRACTOR: CONDIE CONSTRUCTION CO. INC.

CHANGE ORDER NO. 03

DESCRIPTION OF CHANGE

Modification to allow for additional by-pass pumping equipment. Size of pumping equipment used and bid quantity are factors. Other factors are detailed in the attachments. This change order does not affect Contract Time.

| ITEM NO. | DESCRIPTION | ORIGINAL ESTIMATE QUAN | REVISED ESTIMATE QUAN | NET CHANGE IN QUAN. | UNIT MEASURE | UNIT PRICE | NET CHANGE IN DOLLARS |
|----------|--------------------------------------|------------------------|-----------------------|---------------------|--------------|---------------|-----------------------|
| 19 | Additional by-pass pumping equipment | 0 | 1 | 1 | LS | \$ 172,613.99 | \$ 172,613.99 |
| | | | | 0 | | \$ | \$ - |
| | | | | 0 | | \$ | \$ 0.00 |

| | |
|-------------------------|-----------------|
| NET THIS CHANGE ORDER | \$ 172,613.99 |
| PREVIOUS CHANGE ORDERS | \$ 66,772.26 |
| TOTAL OF CHANGE ORDERS | \$ 239,386.25 |
| ORIGINAL CONTRACT TOTAL | \$ 986,565.00 |
| REVISED CONTRACT TOTAL | \$ 1,225,951.25 |

Percent changed 24.26%

REVISED CONTRACT TIME IN WORKING DAYS- 180 days (original Contract Time) + 7 days (CO #1) = 187 days (Total)

APPROVED:

RECOMMENDED:

Condie Construction Co., Inc.
Contractor
Brad Miller
By BRAD MILLER/PROJ. MANAGER

CH2M
Consultant/Engineer
Wendy Martiny 04/19/2017
Project Manager
[Signature] 4/19/17
Director of Capital Projects and Development Engineering

City Manager

cc: Departmental
Accounting

PURCHASING DEPARTMENT
BID EVALUATION AND RECOMMENDATION FORM

City Departments **must complete** this form for all bids over \$10,000.00.

DATE June 28, 2016

Bid Recommendations properly completed and submitted **by the close of business on Wednesday** will be presented to the City Manager's office for consideration of placement on the **following Friday's City Council Agenda**. City Council consideration will occur the Tuesday following placement on the agenda.

BID ITEM: Hillside Terrace Estates 30" Sewer Replacement Contract 1 – Soncy Road to Arden Road Project

BID NO.: 5418

DEPARTMENT: Director of Capital Projects and Project Engineering

DEPARTMENT HEAD APPROVAL *[Signature]* DATE 6-28-16

DIVISION DIRECTOR APPROVAL *[Signature]* DATE 6/28/16

REFER TO INSTRUCTIONS ABOVE FOR ASSISTANCE IN COMPLETING THE ITEMS BELOW:

1. ITEM USE; PROJECT DESCRIPTION:

A. Please state what is being purchased and give a detailed project description.

Construction services to replace clay pipe with new fiberglass-reinforced plastic (FRP) pipe from Soncy to Arden.

B. Is this purchase an addition, replacement or a one-time purchase? If this is a replacement, please include a description of what is being replaced.

Replace sewer lines

C. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).

See attached.

2. BID EVALUATION; RECOMMENDATION:

A. Vendor name and total dollar amount to be awarded.

Condie Construction Company, Inc. \$986,565.00

B. Is it being awarded to the low bidder? If not, why?

Yes.

C. Were specifications met? If not met, what exceptions were taken and accepted?

Yes.

D. Is this vendor proprietary? If item is proprietary, include a detailed justification. At a minimum, state how and why proprietary item is necessary or advantageous.

N/A

E. State the last procurement date for this item, if applicable, and indicate the total average percentage of increase or decrease in price since last purchase.

N/A

F. If this is being purchased on any type of contract, (HGAC, Buyboard, etc.), please state why this would be advantageous to the City of Amarillo.

N/A

3. **FUNDING SOURCE:**

A. Identify budgeted account, job or grant number(s) including description(s) and indicate if state and/or federal funds will be utilized for this purchase.

521943.17400.1090 Emergency Repair No state and/or federal funds.

B. Provide budget account balance. Provide completion status of all job or grant expenditures **showing remaining balance** of job, grant or capital account.

Budget Account 521943.17400.1090 Emergency Repair \$1,100,000.00

C. Provide a comparison of the actual bid price vs. budget estimate if applicable.

Bid Price \$986,565.00 vs. Budget estimate \$1,100,000.00

D. For job or grant accounts, provide original date that it was set up.
October 24, 2014

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "City" and **CONDIE CONSTRUCTION COMPANY**, hereinafter called "Contractor" upon the following terms and conditions.

In consideration of the payment to be made from City to Contractor, Contractor agrees to perform all work under City Bid/Proposal No. **5418** for City Job No. **521943.17400.1090, HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT CONTRACT 1 – SONCY ROAD TO ARDEN ROAD PROJECT**, in accordance with the Contract Documents listed below and in conformance with all applicable federal, state and local laws, rules, regulations and ordinances. The work to be performed by Contractor is described in the Contract Documents listed below.

The "Contract Documents" consist of the following items, which items, except item G, Contractor acknowledges have previously been provided to or created by Contractor and which items are incorporated into this Agreement by reference as though fully set out in this Agreement:

- A. City's Invitation for Bid or Request for Proposals, as applicable, including all attachments and all addenda issued prior to execution of this Agreement.
- B. Contractor's response to City's Invitation for Bid or Request for Proposal, as applicable.
- C. Uniform General Conditions for City of Amarillo for Construction Contracts or for Public Works Contracts, as applicable (Latest Revision).
- D. Supplementary General Conditions, if any.
- E. All plans and specifications to include all maps, blueprints and other drawings and printed matter.
- F. All modifications to Contract Documents issued after execution of this Agreement and accepted by the City and Contractor in writing.
- G. City's Excluded Parties List.
- H. Labor Classification and Minimum Wage Scale (Davis-Bacon Wage Rates).
- I. All required Insurance Certificates, Bonds and affidavits.
- J. Other: _____

The Contractor shall commence work within ten (10) calendar days after written notice to proceed is received from the City, and complete the work in accordance with the Contract Documents.

In accordance with the award the City agrees to pay the Contractor **\$986,565.00** for the performance of the work. Payment will be made as provided in the Contract Documents subject to additions and deductions provided for in said Documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to be effective as of the date of the last of the parties to sign.

ATTEST

CITY OF AMARILLO, TEXAS
(City)

Frances Hibbs
Frances Hibbs, City Secretary

By: [Signature]
Bob Cowell, Deputy City Manager

Date: 8/8/16

Condle Construction Co Inc
(Contractor)

By: [Signature]

Printed Name: Tom Carter

Title: Vice President

Date: 7/21/16

SUBMITTED FOR EXECUTION (Initiating Department/Division)

By: [Signature]

Printed Name: Floyd Hartman

Title: Director of Capital Projects and Development Engineering

Date: 8/13/16

APPROVED FOR EXECUTION (LEGAL DEPARTMENT)

By: [Signature]

Date: 8/3/2016

SECTION 00 41 13
BID PROPOSAL

The undersigned hereby proposes and agrees to perform all work and provide all necessary superintendence, labor, tools, equipment, machinery and apparatus, and whatever else may be necessary to complete all of the work covered by this Proposal within the time stated, in strict accordance with the Plans and Specifications, for the following sum of prices, to wit (see following pages):

| HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT- CONTRACT 1 PROJECT # 521943, BID # 5418 | | | | | |
|--|----------------------|------|---|-------------------------------|--------------------------------|
| ITEMS 1 THROUGH 15 | | | | | |
| Item No. | Approximate Quantity | Unit | Description of Item with Bid Price Written in Words | Unit Price | Amount Bid |
| 1 | 1 | LS | Allowance for Mobilization and Demobilization, insurance, bonds and related ancillary costs, a maximum of 5% of the Contract Amount <u>FOUR FIVE THOUSAND</u> Dollars and <u>NO</u> Cents per Lump Sum | <u>\$ 45,000⁰⁰</u> | <u>\$ 45,000⁰⁰</u> |
| 2 | 2,850 | LF | 30-inch FRP Wastewater Pipe, 0' - 15' Depth <u>ONE HUNDRED SEVENTY FIVE</u> Dollars and <u>NO</u> Cents per Linear Foot | <u>\$ 174⁰⁰</u> | <u>\$ 495,900⁰⁰</u> |
| 3 | 70 | LF | Tunnel, Auger Bore <u>ONE THOUSAND FIVE HUNDRED TWENTY TWO</u> Dollars and <u>NO</u> Cents per Linear Foot | <u>\$ 1,522⁰⁰</u> | <u>\$ 106,540⁰⁰</u> |
| 4 | 103 | LF | 18-inch PVC C-905 Pipe, 0' - 15' Depth <u>ONE HUNDRED SIXTY FIVE</u> Dollars and <u>NO</u> Cents per Linear Foot | <u>\$ 165⁰⁰</u> | <u>\$ 16,995⁰⁰</u> |
| 5 | 5 | EA | Remove, Salvage, and Replace 6-ft FRP Manholes <u>TWO THOUSAND SEVEN HUNDRED FIFTY</u> Dollars and <u>NO</u> Cents per Each | <u>\$ 15,750⁰⁰</u> | <u>\$ 78,750⁰⁰</u> |
| 6 | 1 | EA | Connection of new FRP pipe with existing MH-27 at STA 28+46.16 <u>THREE THOUSAND NINE HUNDRED FIFTY</u> Dollars and <u>NO</u> Cents | <u>\$ 3,950⁰⁰</u> | <u>\$ 3,950⁰⁰</u> |

SECTION 00 41 13
 BID PROPOSAL

| HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT- CONTRACT 1 PROJECT # 521943, BID # 5418 | | | | | |
|--|----------------------|----------|---|-------------------------------|--------------------------------|
| ITEMS 1 THROUGH 15 | | | | | |
| Item No. | Approximate Quantity | Unit | Description of Item with Bid Price Written in Words | Unit Price | Amount Bid |
| | | | per Each | | |
| 7 | 1 | EA | Remove and Salvage one (1) 6-ft FRP Manhole (MH-190) at STA 22+22.30 <u>TWO THOUSAND THREE HUNDRED EIGHTY</u> Dollars and <u>NO</u> Cents per Each | \$ <u>2,380⁰⁰</u> | \$ <u>2,380⁰⁰</u> |
| 8 | 6 | Dia-inch | Bypass Pumping <u>TWENTY THREE THOUSAND SIX HUNDRED TWENTY</u> Dollars and <u>NO</u> Cents per diam-inch | \$ <u>23,620⁰⁰</u> | \$ <u>141,720⁰⁰</u> |
| 9 | 2,850 | LF | Furnish, Install, and Maintain Trench Safety System complying with OSHA rules and regulations <u>ONE</u> Dollars and <u>NO</u> Cents per Linear Foot | \$ <u>1⁰⁰</u> | \$ <u>2,850⁰⁰</u> |
| 10 | 3 | AC | Hydromulch <u>FOUR THOUSAND THREE HUNDRED</u> Dollars and <u>NO</u> Cents per Acre | \$ <u>4,300⁰⁰</u> | \$ <u>12,900⁰⁰</u> |
| 11 | 1 | LS | Sodding & Surface Restoration <u>NINE THOUSAND EIGHT HUNDRED</u> Dollars and <u>NO</u> Cents per Lump Sum | \$ <u>9,800⁰⁰</u> | \$ <u>9,800⁰⁰</u> |
| 12 | 28 | SY | Pavement Replacement/Repair <u>ONE HUNDRED SIXTY</u> Dollars and <u>NO</u> Cents per Square Yard | \$ <u>160⁰⁰</u> | \$ <u>4,480⁰⁰</u> |
| 13 | 200 | CY | Additional Rock for Trench Foundation Stabilization, as Directed <u>NINETY NINE</u> Dollars and <u>NO</u> Cents per Cubic Yard | \$ <u>99⁰⁰</u> | \$ <u>19,800⁰⁰</u> |

SECTION 00 41 13
 BID PROPOSAL

| HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT- CONTRACT 1 PROJECT # 521943, BID # 5418 | | | | | |
|--|----------------------|------|---|------------------------------|-------------------------------|
| ITEMS 1 THROUGH 15 | | | | | |
| Item No. | Approximate Quantity | Unit | Description of Item with Bid Price Written in Words | Unit Price | Amount Bid |
| 14 | 1 | LS | Allowance for Xcel Energy to compensate for their cost for supervision and related ancillary costs, as Directed THIRTY THOUSAND Dollars and <u> No </u> Cents per Lump Sum | \$30,000 | \$30,000 |
| 15 | 1 | LS | Storm Water Pollution Prevention Plan FIFTEEN THOUSAND FIVE HUNDRED Dollars and <u> No </u> Cents per Lump Sum | <u>\$15,500⁰⁰</u> | <u>\$15,500⁰⁰</u> |
| SUBTOTAL - ITEMS 1 - 15 | | | | | |
| In Words: <u> NINE HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED SIXTY FIVE </u> Dollars and <u> No </u> Cents | | | | | <u>\$986,565⁰⁰</u> |

The undersigned hereby declares that he has visited each site and has carefully examined the Contract Documents relating to the Work covered by the bid.

Work order proposal form(s) is/are made up of individual items of materials supplied or services performed for a completed project(s). A unit price is an amount stated in the bid as a price per unit of measurement for such items. The summation of total amount bid for each item is the total cost of the project and the contract amount per project combination instructions. The City will check bid extensions and summation. Mathematical errors will be corrected by the City.

A summation proposal which may consist of more than one proposal is not made up of individual items but will consist of one all inclusive item as a lump sum for the completed project. The summation item and the project total will be the same.

Upon notice of the acceptance of this bid, the undersigned will execute the formal Contract and will deliver the Performance Bond, Payment Bond, Maintenance Bond, and Certificate of Insurance within ten (10) calendar days. The bid security attached, without endorsement, in the sum of not less than five percent (5%) of the total bid is to be forfeited to the City of Amarillo, Texas in the event the contract and Bonds and Certification of Insurance are not executed within the time above set forth.

SECTION 00 41 13
BID PROPOSAL

The undersigned agrees to begin work within ten (10) calendar days of receipt of a notice to proceed with a crew comparable to the size of the project(s) and will proceed continuously until the final completion of the project within thirty (30) days.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

| | | | |
|----------------------|----------------|----------|--------------------|
| Addendum No. 1 dated | <u>5/18/16</u> | Received | <u>[Signature]</u> |
| Addendum No. 2 dated | _____ | Received | _____ |
| Addendum No. 3 dated | _____ | Received | _____ |
| Addendum No. 4 dated | _____ | Received | _____ |
| Addendum No. 5 dated | _____ | Received | _____ |
| Addendum No. 6 dated | _____ | Received | _____ |

Respectfully submitted,

Attested by:

[Signature]

Signature

Tom Carter Vice President

Printed Name and Title

COMPIE CONSTRUCTION Co., Inc.

Company Name

53 NORTH 1650 WEST

Mailing Address

Street Address

SPRINGVILLE, UTAH 84663

City, State, Zip

940/448-2000, BRAD@COMPIECONSTRUCTION.COM

Telephone Number/Email Address

M. Gubler

Signature

Mauri Gubler Estimating Assistant

Printed Name and Title

Seal and Authorization
(If Corporation)

Note: Bid forms may be detached from this bound document. Fill in with ink and submit complete with attached papers. Do not insert additional or conditional statements or deletions to this Proposal.

SECTION 00 41 13
BID PROPOSAL

Bid of COMBIE CONSTRUCTION Co., INC. Date 5/26/16
(Name of Firm)

TO: City of Amarillo
Purchasing Department
509 E 7th Avenue, Amarillo, TX 79101
P.O. Box 1971, Amarillo, TX 79105

FOR: HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT – CONTRACT 1
PROJECT # 5219-13, BID # 5118

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that his proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Invitation for Bids, Instructions to Bidders, the General and Supplementary Conditions, Specifications, and the Drawings herein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials as called for in the Contract Documents in the manner prescribed and according to the Plans and Specification requirements of the OWNER as herein set forth.

Accompanying this proposal is a (certified or cashier's check payable to the OWNER) (Bid Bond) in the amount of 5% of the Greatest Amount Bid

The bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal, the Bidder shall fail to execute a Contract and file Performance, Payment, and Maintenance Bonds within ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all bids received.

Prices shall be shown in words and figures. In the event of a discrepancy, the words shall govern.

Contractor shall refer to Section 01 29 00, "Payment Procedures."

CHANGE ORDER # 01
CITY OF AMARILLO
CAPITAL PROJECTS & DEVELOPMENT ENGINEERING

JOB NO. 521943 - HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT - CONTRACT 1
 BID NO. 5418

DATE: 7/26/2016

CONTRACTOR: CONDIE CONSTRUCTION CO. INC.

CHANGE ORDER NO. 01

DESCRIPTION OF CHANGE

Modification to allow for clay pipe sampling, which includes additional time (7 days), by-pass pumping, coordination, and equipment.

| ITEM NO. | DESCRIPTION | ORIGINAL ESTIMATE QUAN. | REVISED ESTIMATE QUAN. | NET CHANGE IN QUAN. | UNIT MEASURE | UNIT PRICE | NET CHANGE IN DOLLARS |
|----------|--|-------------------------|------------------------|---------------------|--------------|-------------|-----------------------|
| 16 | Pipe sampling including by-pass pumping equipment and excavation | 0 | 1 | 1 | LS | \$ 54785.00 | \$ 54,785.00 |
| | | | | 0 | | \$ | \$ - |
| | | | | 0 | | \$ | \$ 0.00 |

| | |
|-------------------------|------------------------|
| NET THIS CHANGE ORDER | \$ 54,785.00 |
| PREVIOUS CHANGE ORDERS | \$ 0.00 |
| TOTAL OF CHANGE ORDERS | <u>\$ 54,785.00</u> |
| ORIGINAL CONTRACT TOTAL | \$ 986,565.00 |
| REVISED CONTRACT TOTAL | <u>\$ 1,041,350.00</u> |

Percent changed 5.55%

REVISED CONTRACT TIME IN WORKING DAYS- 180 days (original Contract Time) + 7 days (CO #1) = 187 days (Total)

APPROVED:

RECOMMENDED:

CONDIE CONSTRUCTION Co., Inc.
Contractor

Opandio
Consultant/Engineer

[Signature]
By

Marco Lopez
Project Manager

City Manager

[Signature]
Assistant Director of Utilities

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



| |
|--|
| <p>Main Office 53 North 1650 West, Springville, UT 84663 O: 801.489.3070 F: 801.489.7263</p> <p>Texas Office 402 Gulf Avenue, Justin, TX 76247 O: 940-648-2000 F: 800-803-0392</p> |
|--|

Proposed Change Order No. 1

Pipe Sampling

To: Mr. Marco Lopez
 City of Amarillo, Texas
 808 S. Buchanan Street
 Amarillo, Texas 79105

Date: 7/22/2016

Re: Hillside Terrace 30" Sewer Replacement Contract 1

| <u>Item No.</u> | <u>Description</u> | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|--------------------------------|--|------------|-------------|-------------------|-----------------------|
| 1 | Labor & Equipment (6 man crew w/ equipment) | 3 | DY | \$6,825.00 | \$20,475.00 |
| 2 | Supervision (Superintendent & Project Manager) | 3 | DY | \$1,685.00 | \$5,055.00 |
| 3 | Bypass Pump Watch (3 men on 8 hour shifts) | 1 | WK | \$5,875.00 | \$5,875.00 |
| 4 | Fuel for By-Pass Pumps | 1 | WK | \$1,695.00 | \$1,695.00 |
| 5 | By-Pass Pump Rental | 1 | WK | \$21,135.00 | \$21,135.00 |
| 6 | Additional Bond | 1 | LS | \$550.00 | \$550.00 |
| Total Change Order | | | | | \$54,785.00 |
| Additional Days | | | | | 7 |
| Original Contract | | | | | \$986,565.00 |
| Days | | | | | 180 |
| Revised Contract Amount | | | | | \$1,041,350.00 |
| Revised Days | | | | | 187 |

Amarillo City Council Agenda Transmittal Memo



5

| | | | |
|---------------------|----------|-------------------------|----------------|
| Meeting Date | 04/25/17 | Council Priority | Best Practices |
|---------------------|----------|-------------------------|----------------|

| | |
|-------------------|-----------------------|
| Department | City Manager's Office |
|-------------------|-----------------------|

Agenda Caption

Presentation, Discussion and Consideration of Update on Council Legislative Agenda

Agenda Item Summary

This item is the review of the current Council Legislative Agenda, overview of pending bills of significance, identification of Legislative Committee hearings related to pending bills of significance and discussion of Council position relative to the pending bills of significance.

Requested Action

Accept the presentation, provide comment and input on the presentation and authorize the City Manager and the Mayor to represent Council positions as appropriate related to pending bills of significance.

Funding Summary

N/A

Community Engagement Summary

N/A

City Manager Recommendation

Staff recommends Council provide input and authorize the City Manager and the Mayor to represent Council positions as appropriate related to pending bills of significance.

- S.B. 2 (Bettencourt) – this is the revenue cap bill that lowers the rollback rate from 8 to 5 percent and requires an automatic election. The companion bill is H.B. 15 (Bonnen) in the House. One or both will be heard in the House Committee on Ways and Means.
- S.B. 88 (Hall) – this bill bans red light cameras. It will be heard in the House Committee on Transportation.
- S.B. 488 (Bettencourt) – this bill gives the Secretary of State authority to review and approve city ballot propositions.
- S.B. 737 (Hancock) – this bill would impose burdensome requirements any time a city imposes any new fee or fee increase, including establishing an email notification system and a required hearing 30 to 60 days before the fee may be adopted.
- S.B. 1004 (Hancock) – this bill allows cell phone companies almost unlimited access to structures in city rights-of-ways to install small cell antennas, and denies cities a reasonable rental fee for such on city property.
- S.B. 715 (Campbell) – this bill hasn't actually passed the Senate yet, but it almost certainly will next week. It would effectively end city annexations by requiring a vote only of the people being annexed, instead of a vote of all affected citizens. It will be heard in the House Committee on Land and Resource Management, which has several similar bills pending right now.
- HB 100 (Paddie) Transportation Network Companies: would preempt city regulation of transportation network companies (e.g., Uber and Lyft).
- HB 1852 (Lucio) and SB 1248 (Buckingham) Manufactured Housing: would limit a city's ability to regulate manufactured home parks.
- HB3947 would remove cities abilities to regulate payday loan establishments.



Legislative UPDATE

April 21, 2017
Number 16

Capitol Crunch Time: Here's How to Make a Difference for Your City Next Week

It's the time of legislative session when a number of important city issues hang in the balance. Below is list of critical action items that city officials should consider over the next few days. Not every city official cares equally about each issue. So pick one or two that matter most to your city and take action now!

- **Revenue Caps:** continue to contact members of the House Ways and Means Committee and urge them to oppose S.B. 2 (Bettencourt) and H.B. 15 (Bonnen). (It is likely that S.B. 2 will be heard in the Ways and Means Committee on Wednesday, April 26.) Here are the talking points and here are the committee members:
 - Dennis Bonnen
 - Yvonne Davis
 - Dwayne Bohac
 - Drew Darby
 - Eric Johnson
 - Jim Murphy
 - Andrew S. Murr
 - Richard Peña Raymond
 - Hugh Shine
 - Drew Springer
 - Phil Stephenson

- **Annexation:** contact members of the House Land and Resource Management Committee and urge them to oppose H.B. 424 (Huberty), H.B. 299 (Larson), H.B. 2272 (Scofield), and S.B. 715 (Campbell). Each of these bills would end city annexation by allowing a vote only of people being annexed, instead of the entire region. Here are the talking points , here is a study showing the economic impact of restrictive annexation laws, and here are the committee members:
 - Abel Herrero
 - Cecil Bell
 - Ernest Bailes
 - César Blanco
 - Wayne Faircloth
 - Matt Krause
 - Lynn Stucky

- **Small Cell Nodes:** contact members of the House State Affairs Committee and urge them to oppose H.B. 2838 (Geren) and S.B. 1004 (Hancock). These bills would end any reasonable control over vertical structures in city rights-of-way and require city taxpayers to subsidize private industry. Here are the talking points and here are the committee members:
 - Byron Cook
 - Helen Giddings
 - Tom Craddick
 - Jessica Farrar
 - Charlie Geren
 - Ryan Guillen
 - Ken King
 - John Kuempel
 - Morgan Meyer
 - René Oliveira
 - Chris Paddie
 - Eddie Rodriguez
 - John T. Smithee

- **Short Term Rentals:** contact members of the House Urban Affairs Committee and urge them to oppose H.B. 2551 (Parker) and S.B. 451 (Hancock). These bills would permit disruptive party house rentals in all residential subdivisions. Here are the talking points and here are the committee members:

- Carol Alvarado
 - Jeff Leach
 - Diego Bernal
 - Gary Elkins
 - Jason Isaac
 - Jarvis D. Johnson
 - Bill Zedler
- **City Fee Email Notification:** contact members of the House Urban Affairs Committee and urge them to oppose S.B. 737 (Hancock) and H.B. 1557 (Parker). These bills would impose burdensome requirements any time a city imposes a new fee or fee increase, such as a complicated email notification system and hearing process. Here are the talking points and here are the committee members:
 - Carol Alvarado
 - Jeff Leach
 - Diego Bernal
 - Gary Elkins
 - Jason Isaac
 - Jarvis D. Johnson
 - Bill Zedler
- **Transportation Network Companies:** contact members of the Senate Business and Commerce Committee and urge them to oppose H.B. 100 (Paddie), which would preempt city regulation of transportation network companies (e.g., Uber and Lyft). Here are the committee members:
 - Kelly Hancock
 - Brandon Creighton
 - Craig Estes
 - Robert Nichols
 - Charles Schwertner
 - Larry Taylor
 - John Whitmire
 - Judith Zaffirini
- **Manufactured Housing:** contact members of the House Land and Resource Management Committee and urge them to oppose H.B. 1852 (Lucio) and S.B. 1248 (Buckingham), which would limit a city's ability to regulate manufactured home parks. Here are the committee members:

- Abel Herrero
- Cecil Bell
- Ernest Bailes
- César Blanco
- Wayne Faircloth
- Matt Krause
- Lynn Stucky
- Senfronia Thompson
- John Wray

DON'T FORGET: Mandatory Local Debt Reporting

House Bill 1378, passed during the 2015 legislative session, requires every city to annually report various figures related to the city's amount of debt. A city can satisfy the reporting requirement in one of two ways: (1) compile the requisite debt information in a self-created report that is posted to the city's website; or (2) complete the state comptroller's online debt reporting form and either: (a) upload it to the comptroller's website; or (b) post to the city's website.

The comptroller's office recently updated its H.B. 1378 webpage to include a "Local Entity Debt Lookup" feature. As of this writing, 219 Texas cities have posted their debt reports on the comptroller's website.

The local debt information required to be in the annual report, whether created by the city or by using the comptroller's form, is as follows:

1. The amount of all authorized debt obligations;
2. The principal of all outstanding debt obligations;
3. The principal of each outstanding debt obligation;
4. The combined principal and interest required to pay all outstanding debt obligations on time and in full;
5. The combined principal and interest required to pay each outstanding debt obligation on time and in full;
6. The amounts required by Nos. 1-5 limited to authorized and outstanding debt obligations secured by property taxes, expressed as a total amount and per capita amount;
7. The following for each debt obligation: (a) the issued and unissued amount; (b) the spent and unspent amount; (c) the maturity date; and (d) the stated purpose for which the debt obligation was authorized;
8. The current credit rating given by any nationally recognized credit rating organization to debt obligations of the political subdivision; and
9. Any other information that the political subdivision considers relevant or necessary to explain the values.

The comptroller's office has posted a draft version of its administrative rules governing the reporting process. The draft indicates that deadlines for reporting will be: (1) within 210 days of the end of the city's fiscal year in 2016; and (2) within 180 days of the end of the most recently completed fiscal year after 2016. **Note: If the city's fiscal year ends September 30th, the comptroller's draft rules require that the report be submitted by April 28, 2017.**

Please contact Bill Longley, TML Legislative Counsel, with questions about the reporting requirements at bill@tml.org or (512) 231-7400.

Significant Committee Actions

H.B. 245 (Johnson), relating to the consequence for a law enforcement agency's failure to comply with reporting requirements for certain injuries or deaths caused by peace officers. Reported from the House Committee on Homeland Security and Public Safety.

H.B. 907 (Shaheen), relating to a form prescribed by the secretary of state for certain petitions. Reported from the House Committee on Elections.

H.B. 1704 (Kuempel), relating to the award of court costs and attorney's fees in actions to determine the applicability of certain local government regulations. Reported from the House Committee on Judiciary and Civil Jurisprudence.

H.B. 1983 (Wray), relating to the eligibility of a firefighter or a peace officer for workers' compensation benefits for post-traumatic stress disorder. Reported from the House Committee on Business and Industry.

H.B. 3193 (Alvarado), relating to the relationship between public employers and fire and police employees. Reported from the House Committee on Urban Affairs.

Significant Floor Actions

S.B. 451 (Hancock), relating to regulation of short-term rentals by municipalities and counties. Passed the Senate.

S.B. 655 (Bettencourt), relating to certain notice of the extent of a municipality or its extraterritorial jurisdiction. Passed the Senate.

S.B. 1215 (Hughes), relating to responsibility for the consequences of defects in the plans, specifications, or other documents for the construction or repair of an improvement to real property. Passed the Senate.

S.B. 1248 (Buckingham), relating to municipal regulation of manufactured home communities. Passed the Senate.

S.B. 1296 (Huffman), relating to the review of ballot proposition language for certain political subdivisions on elections. Passed the Senate.

S.B. 1408 (Huffman), relating to the carrying of a handgun by certain first responders and volunteer emergency services personnel. Passed the Senate.

City Officials Testify

When the legislature is in session, nothing compares to the effectiveness of city officials testifying at the Capitol. City officials who take their time to travel to Austin to speak out on important city issues should be applauded by us all. The League extends its thanks to all those who have vigilantly represented cities during the legislative session.

- Buddy Garcia, Brownsville Public Utilities Board
- Byron Hebert, City Administrator, City of Katy
- Christopher Mosley, Senior Assistant City Attorney, City of Fort Worth
- Christopher Trusty, Garland Police Department
- Danny Earp, Councilmember, City of La Porte
- David Parsons, City Manager, City of Port Aransas
- Douglas Athas, Mayor, City of Garland
- Eric Friedland, Assistant City Attorney, City of San Antonio
- Fred Garcia, Clerk of the Court, San Antonio Municipal Court
- George Salzman, City Administrator, City of LaCoste
- James Jones, San Antonio Police Department
- Jessica Anderson, Houston Police Department
- Joe Zimmerman, Mayor, City of Sugar Land
- Joel Villarreal, Mayor, Rio Grande City
- John Bull, Presiding Judge, City of San Antonio Municipal Court
- Johnny Spires, Assistant Chief of Police, City of Pearland
- Joseph Molis, Director of Planning and Development, City of Harker Heights
- Lanny Lambert, City Manager, City of Converse
- Lucien Ball, City of Austin
- Lyle Grimes, Councilmember, City of Cedar Park
- Mark Sossi, City Attorney, City of Brownsville
- Michael Wolfe, Mayor, City of Hempstead
- Nathan Watkins, Assistant City Manager, City of Mont Belvieu
- Olin Lane, Mayor, City of University Park
- Randy Howell, University Park Fire Department
- Richard Aubin, Councilmember, City of Garland
- Richard Bunch III, Chairman, The Woodlands Township
- Robbie Corder, City Manager, City of University Park
- Scott Halty, Director of Resource Protection and Compliance, San Antonio Water System

- Shannon Miller, Director of the Office of Historic Preservation, City of San Antonio
- Steve Adler, Mayor, City of Austin
- Tom Dodds, Chief of Staff, Austin Fire Department
- Tom Tvardzik, Director of Finance, City of University Park

TML member cities may use the material herein for any purpose. No other person or entity may reproduce, duplicate, or distribute any part of this document without the written authorization of the Texas Municipal League.



Legislative UPDATE

April 14, 2017
Number 15

Bad Senate Bills: **Time to Visit with House Committee Members**

The Texas Senate is passing out bills at record speed. Many of them would be harmful to Texas cities. Now is the ideal time for city officials to visit with their House members who sit on the committees where those bad Senate bills will be heard (or are likely to be heard).

Here's a list of the worst of the Senate bills that have passed in the Senate, with information about each relevant House committee member who needs to hear from us right away.

- S.B. 2 (Bettencourt) – this is the revenue cap bill that lowers the rollback rate from 8 to 5 percent and requires an automatic election. The companion bill is H.B. 15 (Bonnen) in the House. One or both will be heard in the House Committee on Ways and Means. Those committee members are as follows:
 - Dennis Bonnen
 - Yvonne Davis
 - Dwayne Bohac
 - Drew Darby
 - Eric Johnson
 - Jim Murphy
 - Andrew S. Murr
 - Richard Peña Raymond
 - Hugh Shine
 - Drew Springer
 - Phil Stephenson

- S.B. 88 (Hall) – this bill bans red light cameras. It will be heard in the House Committee on Transportation. Those committee members are as follows:
 - Geanie W. Morrison
 - Armando Martinez
 - Cindy Burkett
 - Yvonne Davis
 - Craig Goldman
 - Celia Israel
 - Ina Minjarez
 - Larry Phillips
 - Joseph Pickett
 - Ron Simmons
 - Ed Thompson
 - Senfronia Thompson
 - John Wray

- S.B. 488 (Bettencourt) – this bill gives the Secretary of State authority to review and approve city ballot propositions. It will be heard in the House Elections Committee. Those committee members are as follows:
 - Jodi Laubenberg
 - Celia Israel
 - Rodney Anderson
 - Pat Fallon
 - Lyle Larson
 - Ron Reynolds
 - Valoree Swanson

- S.B. 737 (Hancock) – this bill would impose burdensome requirements any time a city imposes any new fee or fee increase, including establishing an email notification system and a required hearing 30 to 60 days before the fee may be adopted. It will be heard in the House Committee on Urban Affairs. Those committee members are as follows:
 - Carol Alvarado
 - Jeff Leach
 - Diego Bernal
 - Gary Elkins
 - Jason Isaac
 - Jarvis D. Johnson
 - Bill Zedler

- S.B. 1004 (Hancock) – this bill allows cell phone companies almost unlimited access to structures in city rights-of-ways to install small cell antennas, and denies cities a

reasonable rental fee for such on city property. It will be heard in the House Committee on State Affairs. Those members are as follows:

- Byron Cook
 - Helen Giddings
 - Tom Craddick
 - Jessica Farrar
 - Charlie Geren
 - Ryan Guillen
 - Ken King
 - John Kuempel
 - Morgan Meyer
 - René Oliveira
 - Chris Paddie
 - Eddie Rodriguez
 - John T. Smithee
-
- S.B. 1620 (Taylor) – this bill allows the raising or keeping of up to 6 chickens within a city regardless of city requirements to the contrary. It will likely be heard in the House Committee on Urban Affairs (it has not yet been formally referred). Members of this committee are:
 - Carol Alvarado
 - Jeff Leach
 - Diego Bernal
 - Gary Elkins
 - Jason Isaac
 - Jarvis D. Johnson
 - Bill Zedler
-
- S.B. 715 (Campbell) – this bill hasn't actually passed the Senate yet, but it almost certainly will next week. It would effectively end city annexations by requiring a vote only of the people being annexed, instead of a vote of all affected citizens. It will be heard in the House Committee on Land and Resource Management, which has several similar bills pending right now. Those committee members are as follows:
 - Abel Herrero
 - Cecil Bell
 - Ernest Bailes
 - César Blanco
 - Wayne Faircloth
 - Matt Krause
 - Lynn Stucky

City officials who need additional information about the bills prior to contacting their House members should email JJ Rocha in the League's legislative department at jj@tml.org.

State Budget Takes Next Step

After 15 hours of debate, the Texas House approved a \$218 billion budget. It now goes back to the Senate for concurrence. The House and Senate will appoint a conference committee to work out the differences. As reported at the beginning of session, budget writers are working with \$2.8 billion less than they did last biennium. Because of that, programs large and small can expect to take some hits. As passed by the House, the budget contains both good and bad for cities.

S.B. 1 now includes \$443 million in mixed beverage tax reimbursements to aid local law enforcement in curtailing drunk driving and other alcohol related offenses. This amounts to \$35 million more than was appropriated for the current biennium. The bill also includes \$12 million in local law enforcement training grants. This is a different approach than the Senate version, which does not appropriate any money for local law enforcement training but does provide \$25 million for grants to cities to purchase bullet-proof vests.

The House version also includes \$29.4 million in local parks grants, which represents a cut of approximately \$3 million over the current biennium.

Last session, the legislature appropriated \$30 million for grants to military cities and the House version of S.B. 1 continues funding at that level.

In biennia past, certain state agencies have been required to raise additional revenue over and above the amount needed to run an agency. The Senate version of the budget requires the Texas Commission on Fire Protection to raise an additional \$1.5 million over the cost of running the agency to be transferred to the state's general fund. The House version does not.

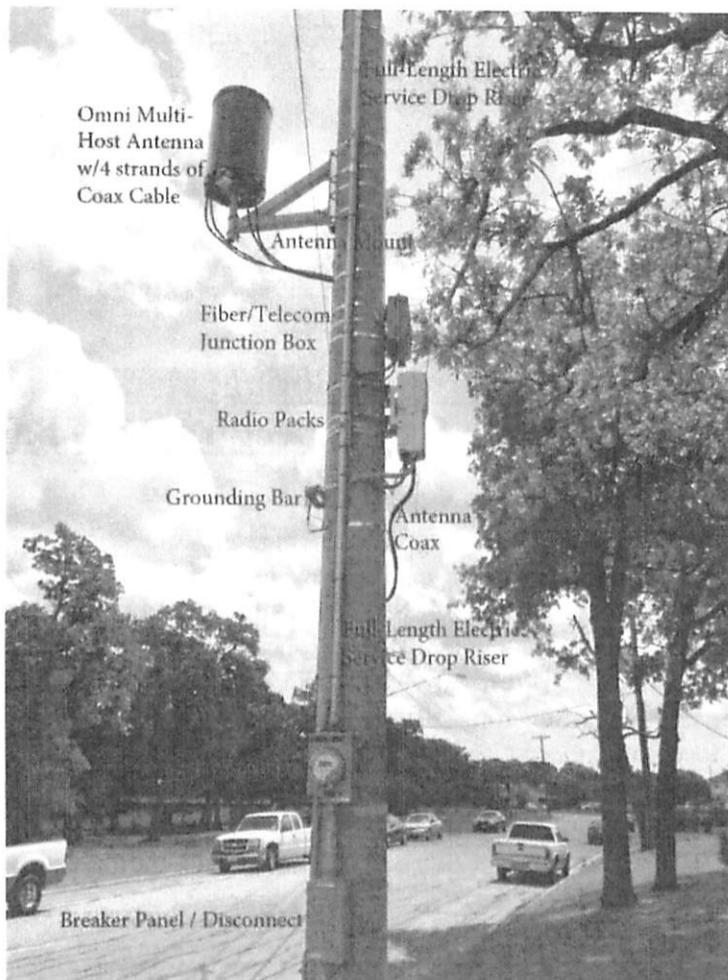
The appropriations process is ever-changing and nothing is final until the budget passes the legislature, usually during the final days of the legislative session. City officials who support the funding levels or oppose cuts found in S.B. 1 should contact members of the conference committee when they are appointed.

Small Cell Node Bill Advances: This Is What Urban Cities Can Expect

Senate Bill 1004 by Senator Kelly Hancock (R – North Richland Hills) would allow private companies to commandeer city light and traffic poles for private use. That use would consist of placing "cell nodes" on those poles with little or no city oversight. (Cell nodes are large, box-shaped antennas that cell phone companies are anxious to deploy to increase cell bandwidth.)

Cell companies want to put hundreds and hundreds of small antennas throughout our cities. The bill would largely preempt a city's ability to control where they go. Moreover, the bill would prohibit a city from getting reasonable compensation from the private companies that use them.

When the bill passed the Senate, its author held up his iPad on the Senate floor and said that the nodes are "no bigger than an iPad." Nothing could be further from the truth. This photo shows what a city's poles will look like should the bill pass as-is:



Concerned city officials should contact their House members immediately to let them know not to hand over public rights-of-way to private companies.

Further, city testimony is needed against the bill's House companion, H.B. 2838, in the House Committee on State Affairs next Wednesday, April 19, in room JHR 140 at 10:30am or upon adjournment.

City officials who cannot attend Wednesday's hearing are urged to contact members of that committee:

- Byron Cook
- Helen Giddings
- Tom Craddick
- Jessica Farrar
- Charlie Geren
- Ryan Guillen
- Ken King
- John Kuempel
- Morgan Meyer
- René Oliveira
- Chris Paddie
- Eddie Rodriguez
- John T. Smithee

Rural Redlining:
This Is What Rural Cities Can Expect from the Bad Small Cell
Node Bill

Nothing, that's what they can expect from this new technology and the bill that supports it. Because there's no requirement in the bill, S.B. 1004, that rural communities be served by the new technology, those smaller cities will likely be left out of the new service at the same time larger cities are being preempted from any reasonable regulations (see article elsewhere in this edition). Senate Bill 1004 by Senator Kelly Hancock (R – North Richland Hills) would allow private companies to commandeer city light and traffic poles for private use. That use would consist of placing "cell nodes" on those poles. (Cell nodes are large, box-shaped antennas that cell phone companies are anxious to deploy to increase cell bandwidth.) But all of this is only likely to happen in large cities unless the bill is amended to promote deployment in smaller cities.

Cell companies want to put hundreds and hundreds of small antennas throughout our densely-populated cities, but that's not likely in the more rural communities in our state. The bill would largely preempt the large cities' ability to control where they go and cap rental fees that they can charge, while leaving small cities out in the cold altogether. It's doubly insulting.

Concerned city officials in rural cities should contact their House members immediately to let them know not to vote for any bill that doesn't expand broadband access to all Texans.

Further, city testimony is needed against the bill's House companion, H.B. 2838, in the House State Affairs Committee next Wednesday, April 19, in room JHR 140 at 10:30am or upon adjournment.

City officials who cannot attend Wednesday's hearing are urged to contact members of that committee:

- Byron Cook
- Helen Giddings
- Tom Craddick
- Jessica Farrar
- Charlie Geren
- Ryan Guillen
- Ken King
- John Kuempel
- Morgan Meyer
- René Oliveira
- Chris Paddie
- Eddie Rodriguez
- John T. Smithee

Eminent Domain Reform Moving Through Process

A number of bills that would further reform the use of eminent domain have been filed this session. Both the House Committee on Land and Resource Management and the Senate State Affairs Committee have held hearings on most of the bills.

The League is currently part of a coalition of entities with eminent domain authority called the Coalition for Critical Infrastructure (CCI). CCI and its many members are working diligently with bill authors and landowner groups to provide more transparency in the process and appropriate compensation to landowners.

It seems possible that, through continuing negotiations, a workable solution can be negotiated that is better for landowners and meets the infrastructure needs of our growing state.

Federal Bill by Marchant Gives Voice to Municipal Health Pools

In Washington, D.C., much attention has been focused in recent weeks on efforts to “repeal and replace” the Affordable Care Act. Speaker Paul Ryan indicated that the health care reform effort would take place in three phases. The first phase would involve changes that could be made by Congress under an expedited process affecting budget-related provisions. The second phase would involve regulatory changes made by federal health regulators. And the third phase would include non-budgetary policy changes enacted in a separate bill. Congress has not yet finalized the first phase.

However, a proposal of great interest to municipal employees is being promoted for inclusion in the third phase of reform. U.S. Representative Kenny Marchant from Carrollton has introduced the “Local and Municipal Health Care Choice Act of 2017.” He was joined by Representative Mac Thornberry from Clarendon, as well as two other Members from Arkansas. The proposal will allow municipal health care pools like TML Multistate IEBP to sell group health plans across state lines, lowering administrative costs and bringing down premiums. The Marchant bill will provide a uniform national rule book for determining which state laws apply. It will allow the Texas pool to broaden its base of health plan beneficiaries, which will benefit Texas municipal employees who are currently enrolled in an IEBP plan.

“Municipal health pools have not been included in many of the definitions under federal health care laws, leaving a lot of uncertainty,” said Susan Smith, Executive Director of TML Multistate IEBP. “Mr. Marchant is changing all of that. The bill that he and Mr. Thornberry introduced will finally give municipal health care pools and municipal employees recognition. We are so grateful for their efforts.”

The Marchant legislation has been included in the white paper developed by Mr. Ryan and other House leaders as an important component of comprehensive legislation. Reps. Marchant, Thornberry, and other supporters of the municipal proposal will be working hard to assure that the language is included in any comprehensive health care legislation considered by Congress this year.

TCEQ Adopts Revised Total Coliform Rules

The Texas Commission on Environmental Quality has finally adopted the *Revised Total Coliform Rule (RTCR)*. The RTCR is a federal drinking water rule promulgated by the United States Environmental Protection Agency (EPA) on February 13, 2013. The RTCR increases public health protection through the reduction of potential pathways of entry for fecal contamination into the distribution system of public water systems. The TCEQ is required to adopt rules at least as stringent as the federal rules to maintain their authority over public water systems in Texas.

The adopted amendments to Chapter 290 of the Texas Administrative Code provide rule language that is no less stringent than the federal RTCR. They also provide for consistency with other federal drinking water provisions, address the EPA’s comments on the federal Ground Water Rule, and provide clarification on existing state rules.

The final rules are available on the [TCEQ website](#).

Significant Committee Actions

H.B. 354 (Raney), relating to the process for establishing speed limits on roads near certain schools. Reported from the House Committee on Transportation. As reported, the bill would provide that: (1) a city council may not reject a request for a prima facie speed limit by a public

or private elementary or secondary school, an open-enrollment charter school, or an institution of higher education without first making a written finding stating a reasonable basis for the rejection; (2) the governing body of a school or institution of higher education may appeal a rejection of a request for a prima facie speed limit to the district court of the county in which the school or institution is located not later than the 90th day after the date the written finding is made; (3) if the governing body shows by clear and convincing evidence that the rejection of the request was not based on accepted traffic management principles, the district court may grant the requested prima facie speed limit; and (4) the governing body of a school or institution of higher education may consult with the Texas Department of Transportation, the Texas Transportation Commission, and local transportation authorities on the feasibility of a prima facie speed limit during the acquisition and design of property for a public or private elementary or secondary school, an open-enrollment charter school, or an institution of higher education.

H.B. 561 (Murphy), relating to the registration and operation of golf carts and utility vehicles. Reported from the House Committee on Transportation.

H.B. 563 (Israel), relating to whom certain violations of the law by a state or local governmental entity may be reported. Reported from the House Committee on Government Transparency and Operations. As reported, the bill would provide Whistleblower Act protection to an employee who reports a violation of law to a supervisor or human resources staff.

H.B. 907 (Shaheen), relating to a form prescribed by the secretary of state for certain petitions. Reported from the House Committee on Elections.

H.B. 1185 (Fallon), relating to the authority of general-law municipalities to impose term limits on the members of their governing bodies. Reported from the House Committee on Urban Affairs.

H.B. 1574 (Wilson), relating to documentation regarding an arrest of a person without a warrant. Reported from the House Committee on Criminal Justice.

H.B. 1704 (Kuempel), relating to the award of court costs and attorney's fees in actions to determine the applicability of certain local government regulations. Reported from the House Committee on Judiciary and Civil Jurisprudence.

H.B. 1825 (Goldman), relating to the conduct of early voting by personal appearance. Reported from the House Committee on Elections.

S.B. 445 (Burton), relating to the authorization and reporting of expenditures for lobbying activities by certain political subdivisions and other public entities. Reported from the Senate State Affairs Committee.

S.B. 655 (Bettencourt), relating to certain notice of the extent of a municipality or its extraterritorial jurisdiction. Reported from the Senate Intergovernmental Relations Committee.

S.B. 715 (Campbell), relating to municipal annexation. Reported from the Senate Intergovernmental Relations Committee. As reported, this bill would completely rewrite the Municipal Annexation Act to severely curtail the ability of cities to annex property. Specifically, the bill would provide – among many other things – that:

1. A city may annex an area with a population of less than 200 only if the city obtains consent to annex the area through a petition signed by: (a) more than 50 percent of the registered voters of the area; and (b) if the registered voters of the area do not own more than 50 percent of the land in the area, more than 50 percent of the owners of land in the area.
2. In no case may a city annex an area with a population of less than 200 without approval of a majority of the voters voting at an election called and held for that purpose if a petition protesting the annexation is signed by a number of registered voters of the municipality equal to at least 50 percent of the number of voters who voted in the most recent municipal election and is received by the secretary of the city.
3. A city may annex an area with a population of 200 or more only if the following conditions are met, as applicable: (a) the city holds an election in the area proposed to be annexed at which the qualified voters of the area may vote on the question of the annexation, and a majority of the votes received at the election approve the annexation; and (b) if the registered voters of the area do not own more than 50 percent of the land in the area, the city obtains consent to annex the area through a petition signed by more than 50 percent of the owners of land in the area.
4. A city may annex an area if each owner of land in the area requests the annexation if: (a) the governing body of the city first negotiates and enters into a written agreement for the provision of services in the area with the owners of land in the area (the city is not required to provide a service that is not included in the agreement); and (b) the governing body of the city conducts at least two public hearings (the hearings must be conducted not less than 10 business days apart, and during the final public hearing, the governing body may adopt an ordinance annexing the area).
5. Beginning September 1, 2017, a city may not annex an area for the limited purposes of applying its planning, zoning, health, and safety ordinances in the area, regardless of any authority granted by a home rule charter.
6. The procedures for the annexation of a special district are modified, including providing that, beginning September 1, 2017, a strategic partnership agreement may not provide for limited purpose annexation.

S.B. 877 (Hancock), relating to liability of certain political subdivisions in certain workers' compensation actions. Reported from the Senate Business and Commerce Committee.

S.B. 1408 (Huffines), relating to the carrying of a handgun by certain first responders and volunteer emergency services personnel. Reported from the Senate State Affairs Committee.

Significant Floor Actions

S.B. 42 (Zaffirini), relating to the security of courts and judges in the state. Passed the Senate.

S.B. 452 (Hancock), relating to the effect of certain agreements with a collective bargaining organization on certain state-funded public work contracts. Passed the Senate.

S.B. 460 (Lucio), relating to general obligation bonds issued by political subdivisions. Passed the Senate.

S.B. 461 (Lucio), relating to the notice required before the issuance of certain debt obligations by political subdivisions. Passed the Senate.

S.B. 467 (Lucio), relating to a requirement for a ballot proposition. Passed the Senate.

S.B. 488 (Lucio), relating to requirements for certain petitions requesting an election and ballot propositions. Passed the Senate.

S.B. 626 (Schwertner), relating to the acquisition of certain real property in conjunction with the acquisition of real property for a public use through eminent domain procedure. Passed the Senate.

S.B. 627 (Schwertner), relating to notice of a property owner's rights relating to the examination or survey of property by an entity with eminent domain authority. Passed the Senate.

S.B. 628 (Schwertner), relating to establishing actual progress for the purposes of determining the right to repurchase real property from a condemning entity. Passed the Senate.

S.B. 1987 (Lucio), relating to the notice requirements for bills proposing the creation of or annexation of land to certain special purpose districts. Passed the Senate.

City Officials Testify

When the legislature is in session, nothing compares to the effectiveness of city officials testifying at the Capitol. City officials who take their time to travel to Austin to speak out on important city issues should be applauded by us all. The League extends its thanks to all those who have vigilantly represented cities during the legislative session.

- Arden Kemler, Manager of Solid Waste and Recycling, City of Denton
- Brad Fortune, Assistant Chief of Police, Plano Police Department
- Brian England, Deputy City Attorney, City of Garland
- Carl Wedige, Deputy Fire Chief, City of San Antonio
- Catherine McManus, City of Irving

- Christopher Mosley, Sr. Asst. City Attorney, City of Fort Worth
- Dana Burghdoff, Asst. Director, Planning & Development, City of Fort Worth
- Don Glywasky, City Attorney, City of Galveston
- Ed Lujan, Dallas Police Department
- Elizabeth Nelson, Mayor, City of Marlin
- Eric Friedland, Asst. City Attorney, City of San Antonio
- Jeff Coyle, Director of Government and Public Affairs, City of San Antonio
- Jennifer Smith, Attorney, City of Marlin
- Jon Branson, Deputy City Manager, City of Pearland
- Larry V. Green, Council Member, City of Houston
- Melinda Ramos, Senior Assistant Attorney, City of Fort Worth
- Robert Sholund, San Antonio Police Department
- Roberto Rivera, Council Member, City of Arlington
- Shane Davis, Solid Waste Administrator, City of Farmers Branch
- Stephen Costello, Chief Resilience Officer, Mayor's Office, City of Houston
- Todd Radford, Police Chief, Lakeway Police Department
- Virginia Collier, City Planner, City of Austin

TML member cities may use the material herein for any purpose. No other person or entity may reproduce, duplicate, or distribute any part of this document without the written authorization of the Texas Municipal League.