

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, AUGUST 20, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Rainbow Gold (Christar Heavenbills)
 Ehmu LaHtoo, National Anthem

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Discussion on one-year renewals of medical carrier and prescription benefit manager;
 - C. Update on Tourism Public Improvement District;
 - D. Update on Hotels and Occupancy;
 - E. Update on State of the City;
 - F. Transit Initiatives;
 - G. Reports and updates from City Councilmembers serving on outside Boards:
Beautification and Public Arts;
Environmental Task Force; and
 - H. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

- A. **CONSIDER APPROVAL – MINUTES:**
Approval of the City Council minutes for the meeting held on August 6, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7798:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item is the second and final reading and public hearing of a proposed amendment to the 2010 Future Land Use and Character Map for land located in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas. (Vicinity: Southeast 34th Avenue and Whitaker Road.)
- C. **CONSIDERATION OF ORDINANCE NO. 7799:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item is the second and final reading and public hearing to consider an ordinance rezoning a 174.51 acre tract of unplatted land in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential

District 1 to Planned Development District for a commercial business park.
(Vicinity: Southeast 34th Avenue and Whitaker Road.)

D. **CONSIDERATION OF ORDINANCE NO. 7800:**

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

This item is the second and final reading and public hearing to consider an ordinance rezoning the west half of Lot 2 and the east 30 ft of Lot 3, Block 2, Daniels Subdivision Unit No. 1, in Section 9, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to General Retail District. (Vicinity: Western Street and Wolflin Avenue.)

E. **CONSIDERATION OF ORDINANCE NO. 7801:**

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

This item is the second and final reading and public hearing to consider an ordinance rezoning of a 9.30 acre tract of unplatted land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Helium Road and F.M. 2186.)

F. **CONSIDERATION OF ORDINANCE NO. 7802:**

(Contact: Bryan McWilliams, City Attorney)

This is the second and final reading of an ordinance amending Chapters 16-3 and 16-5, to prohibit shared mobility services city-wide and motor assisted devices (scooters) on public sidewalks and right-of-ways in the central business district.

G. **CONSIDER ACCEPTANCE – TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT – STEP COMPREHENSIVE GRANT:**

(Contact: Chief Ed Drain, Amarillo Police Department)

Grantor: Texas Department of Transportation

Grant Amount: \$145,907.00

Match Amount: \$36,626.37

Total Awarded: \$182,533.37

This item accepts the Fiscal Year 2020 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources on patrol, enforcement of speeding violations, occupant protection (seatbelt and child safety seats) distracted driving and Driving While Intoxicated (DWI) offenses.

H. **CONSIDER APPROVAL -- INTERLOCAL AGREEMENT – POTTER COUNTY, TEXAS:**

(Contact: Mitchell Normand, Director of Human Resources)

This item considers approval of an interlocal agreement with Potter County, Texas to extend the terms of the City's negotiated rates and plan benefits with Aetna and Northwest Texas Hospital.

I. **CONSIDER APPROVAL -- CHANGE ORDER #4: ARDEN ROAD STORM SEWER AND PLAYA #7 EXCAVATION – PHASE I:**

(Contact: Matt Thomas, City Engineer)

Original Contract: \$2,418,171.41

Previous Change Orders: \$61,924.05

Change Order #4: \$ (2,997.90)

Total Revised Contract: \$2,477,097.56

This item is to approve Change Order #4 to the contract for the Arden Road Storm Sewer and Playa #7 Excavation – Phase I. This proposed change order is for additional pumping due to heavy rainfall in May and June 2019 including 2.5" on June 1, 2019 in the area which required pumping the site for 30 days total. This change also includes the removal of an alternate bid for concrete rip/rap in lieu of rock rip/rap.

- J. **CONSIDER AWARD – ADVERTISING ANNUAL CONTRACT TO AMARILLO GLOBE NEWS AND MORRIS COMMUNICATIONS:**
 (Contact: Trent Davis, Director of Purchasing)
 In the amount not to exceed \$100,043.24
 This is to award the advertising annual contract to Amarillo Globe News and Morris Communications for advertising requirements for various departments.
- K. **CONSIDER APPROVAL -- FY2020 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES:**
 (Contact: Margaret Payton, WIC Director)
 This item is a contract amendment to provide an amount not to exceed \$1,570,546 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC Nutrition Program services. The FY 2020 contract period is from October 1, 2019 through September 30, 2020.
- L. **CONSIDER APPROVAL -- COMMUNICATIONS SYSTEM AGREEMENT WITH AMARILLO VETERANS AFFAIRS MEDICAL CENTER:**
 (Contact: Chip Orton, Director of Emergency Management)
 This agreement will authorize the Amarillo Veterans Affairs (VA) medical center to operate on the City of Amarillo radio communications system with applicable infrastructure support fees assessed per the agreement.
- M. **CONSIDER APPROVAL – AMENDMENT TO RS&H, INC. AIRPORT ENGINEERING CONTRACT:**
 (Contact: Michael W. Conner, Director of Aviation)
 This item includes three airport engineering task orders under the RS&H five-year engineering contract for the Rick Husband Amarillo International Airport. The task orders include a terminal boiler system repair assessment (task order no. 42 \$48,530.12), a fuel storage tank assessment and cleaning (task order 43 no. \$2,414.96), and an airline rate analysis and recommendations (task order no. 45 \$6,214.92).
- N. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT:**
 (Contact: Cris Valerde, Assistant Director of Planning and Development Services)
 This item considers a Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Centerport Addition Unit No. 8, an addition to the City of Amarillo, being an unplatted tract of land in Section 72, Block 2, AB&M Survey, Potter County, Texas.
3. **NON-CONSENT ITEMS:**
- A. **PUBLIC HEARING -- DISCUSS AND CONSIDER PROPOSED TAX RATE:**
 (Contact: Laura Storrs, Finance Director)
 This item is to discuss and consider the proposed tax rate for maintenance and operation and debt service for the proposed 2019/2020 City of Amarillo fiscal budget.
- B. **CONSIDERATION OF ORDINANCE NO. 7803:**
 (Contact: Izzy Rivera, Chief Building Official)
 This is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Sections 4-1-20 and 4-1-21 to revise the calculation of residential building and inspection permit fees setting the residential building permit fee to \$0.37 per square foot under roof.
- C. **CONSIDERATION OF ORDINANCE NO. 7804:**
 (Contact: Michelle Bonner, Deputy City Manager)
 This is the first reading of an ordinance providing for participation in the Texas Municipal Retirement System for the employees of the Amarillo Economic Development Corporation.

D. **CONSIDERATION OF RESOLUTION – AUTHORIZING THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) APPLICATION:**

(Contact: Chief Ed Drain, Amarillo Police Department)

This resolution authorizes the Amarillo Police Department to use the \$51,004.50 which is the City's portion of the grant to purchase 37 Taser X2s.

E. **CONSIDERATION OF RESOLUTION – ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO:**

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

This item adopts tax abatement guidelines and criteria per Texas law (Texas Tax Code, Chapter 312) in order to participate in tax abatement agreements for economic development.

F. **CONSIDERATION OF RESOLUTION – ADOPTING COMPREHENSIVE GUIDELINES AND CRITERIA FOR ECONOMIC DEVELOPMENT INCENTIVES FOR THE CITY OF AMARILLO:**

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

This item adopts comprehensive guidelines and criteria for economic development incentives written to meet the goals of the community as contained in various adopted master plans, strategic plans, and other planning documents.

G. **EXECUTIVE SESSION:**

City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

- 1) Section 551.072 -- Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act:
 - (a) Discuss property located in the NE quadrant of the Central Business District;
 - (b) Purchase of real property located in the Southwest extraterritorial jurisdiction of the City of Amarillo; and
 - (c) Lease negotiations for the retail space at the downtown Parking Garage.

- 2) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:
 - (a) Discuss property located in the NE quadrant of the Central Business District;
 - (b) Project # 18-10-02 (Manufacturing); and
 - (c) Project # 19-07-01 (Utilities)

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 16th day of August 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:
<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.

A



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 6th day of August 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

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

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

PUBLIC COMMENT

Jerri Glover, 5707 Berget Drive, thanked Dr. Sauer for his comments last week regarding the proposed Charles Warford fee increases. She commented on the public comment meeting times. She further stated Carver will soon be renamed as a neighborhood school. Rusty Tomlinson, 5700 Canyon Drive, spoke on the requirements for immigration cities to be compliant with public safety partnerships. Melodie Graves, 1601 Northwest 17th Avenue, spoke on the proposed Warford Center fee increases. The need to understand the rate increases and with the increase they would demand a better quality of service. She further stated the building is not being used the way it should be and there was work that needed to be done. She concluded by saying the Warford Center was the hub for the community. Gary Prescott, 10101 Amarillo Boulevard West, spoke about the taking of his property without compensation. Leslie Martin, 7216 Bayswater Road, spoke on the proposed transit changes for SpecTrans. She stated her family needs the services of SpecTrans. She stated she has been using the services for the past 5-years and it would be taking away her independence. She further stated the need for the transportation services needed to grow instead of being restricted. There were no further comments.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 8th day of August 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

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

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

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

ITEM 1: (Items taken out of order.)

- A. Review agenda times for regular meeting and attachments;
- B. Update on Thompson Park Swimming Pool;
- C. Update on the East Gateway Tax Increment Reinvestment Zone #2, Amendment for Route 66 Amarillo LLC;
- D. Update on Permit Fee Proposed Ordinance Change;
- E. Update on Public Safety Partnership; and
- F. Consider future Agenda items and request reports from City Manager

Councilmember Sauer left during work session.

CONSENT ACTION ITEMS:

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

- A. **MINUTES:**
Approval of the City Council minutes for the regular meeting held on July 23, 2019 and the special meeting held on July 30, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7793:**
(Contact: Michael Kashuba, Director of Parks & Recreation)
This is the second and final reading of an ordinance adopting revised fees for the Charles E. Warford Activity Center by amending Amarillo Municipal Code, Title XII, Chapter 12-1, Article I, Section 12-1-4.
- C. **CONSIDERATION OF ORDINANCE NO. 7796:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading an ordinance rezoning of Lot 7, Block 43, Eastridge Subdivision Unit No. 18, in Section 104, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District

1 with a Specific Use Permit 197 for the placement of a carport within the front yard setback. (Vicinity: Dahlia Street and Northeast 20th Avenue.)

- D. **CONSIDERATION OF ORDINANCE NO. 7797:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This is the second and final reading an ordinance rezoning of Lot 10, Block 9, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Office District 2 to Office District 2 with a Specific Use Permit 196 for the placement of a barber/beauty shop. (Vicinity: Kentucky Street and Southwest 27th Avenue.)
- E. **CONSIDER APPROVAL -- FIRST AMENDMENT TO PRIME LEASE (HOTEL) BETWEEN CITY OF AMARILLO AND AMARILLO LOCAL GOVERNMENT CORPORATION TO RELEASE THE EMPLOYEE PARKING LOT LAND BACK TO THE CITY:**
(Contact: Andrew Freeman, Director of Planning and Development Services)
This amendment releases a .57 acre tract of land located on the southeast corner of South Fillmore Street and Southeast 2nd Avenue back to the City of Amarillo.
- F. **CONSIDER AWARD --- PURCHASE AND INSTALLATION OF A PRIVATE MICROWAVE POINT-TO-POINT COMMUNICATIONS SYSTEM FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**
(Contact: Michael W. Conner, Director of Aviation)
AW Broadband – \$77,500.00
This item awards the purchase and installation of a private microwave point-to-point data communications systems to AW Broadband. This project will provide the primary high speed data communications for the airport, directly connecting the Airport to the City's network and providing a data backup site for the Airport's network.
- G. **CONSIDER APPROVAL -- PURCHASE OF ASSET MANAGEMENT SOFTWARE SYSTEM FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**
(Contact: Michael W. Conner, Director of Aviation)
Immix Technology, Inc. - \$186,591.20
This purchase includes the acquisition of the INFOR EAM asset management software system to meet the specific operational and reporting needs of the Airport.
- H. **CONSIDER APPROVAL -- PURCHASE OF ASSET MANAGEMENT SOFTWARE SERVICES FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**
(Contact: Michael W. Conner, Director of Aviation)
EC America -- \$113,380.00
This purchase includes the acquisition of the implementation and training services for the Airport's asset management software system.
- I. **CONSIDER AWARD -- ARDEN ROAD PUMP HOUSE SWITCHGEAR REPLACEMENT CONTRACT:**
(Contact: Wesley Hall, Risk Management Director)
Ray's Electric -- \$499,056.00
This is a contract to repair the Arden Road Pump House switchgear. The switchgear was destroyed by a fire on April 4, 2019. This contract has been approved by Affiliated FM Global, and costs will be covered by insurance. Deductible for this claim is \$250,000.
- J. **CONSIDER APPROVAL -- EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 AMENDMENT NO. 1 FOR ROUTE 66 AMARILLO, LLC:**
(Contact: Andrew Freeman, Director of Planning and Development Services)

This item approves an amendment to the Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Route 66 Amarillo, LLC hotel project to be located at 7775 Interstate 40 approved January 15, 2019. The agreement is for a 50% annual property tax rebate for ten years.

K. CONSIDER AWARD – ANNUAL SUPPORT AND HARDWARE MAINTENANCE SECURITY SYSTEMS:

(Contact: Rich Gagnon, Information Technology Director)

Solid Border -- \$222,560.00

This purchase renews annual vendor-provided support and maintenance security systems utilized by all City departments.

L. CONSIDER APPROVAL – PURCHASE OF TOP DRESS SAND:

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

Rogers Group - \$59,250.00

This item is the annual purchase of Top Dress Sand for Park Maintenance and Golf Divisions to top dress and level Athletic Fields, Sports Complexes and Golf Courses.

M. CONSIDER AWARD – WATER TRANSMISSION PIPELINE RELOCATION AND WELL #425 ABANDONMENT FOR TXDOT STATE LOOP 335 B2:

(Contact: Matthew Thomas, City Engineer)

Amarillo Utility Contractors, Inc. -- \$1,503,358.00

This item is to consider award of the construction contract for the relocation of a 36-inch and 30-inch water transmission pipeline and the abandonment of a water production well in preparation for TXDOT's construction of State Loop 335 B2 west of Soncy along Hollywood Road and south of I-40 along Helium Road. This project is being constructed in accordance with the previously approved Standard Utility Agreement U15496 between the City and TXDOT and is eligible for 100% cost reimbursement.

N. CONSIDER PURCHASE -- VARIOUS POLICE, ADMINISTRATIVE, 1/2 TON PICK-UPS, 3/4 & 1-TON LIGHT TRUCKS WITH SERVICE BODIES, CARGO VANS AND DUMP BEDS:

(Contact: Jason Jupe, Fleet Services Assistant Superintendent)

Four Stars DCJR	\$429,986.00
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Gene Messer Ford	\$159,558.00
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Randall Reed's Prestige Ford	<u>\$79,350.00</u>
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Total Award	\$837,534.00
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This item is the scheduled replacements, upgrades, and additions of multiple vehicles to be used by Police, Animal Management & Welfare, Utilities Office, Rehab Support, Hollywood Road Wastewater Treatment, Park Maintenance, Street Department, Laboratory Administration, Building Safety, Traffic Field Operations, Surface Water Treatment, Water Production, CP&DE, Environmental Health, Facilities Maintenance and Wastewater Collection. Replacement vehicles have reached or exceeded life cycle. These vehicles will be used in the daily operational requirements of divisions listed.

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

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented an item authorizing the City Manager to execute a contract and other necessary documents for the sale of 3.75 +/- acres of land located at 601 West Amarillo Boulevard. The sales price for this property is \$210,800 minus closing costs. This item was presented by Andrew Freeman, Director of Planning and Development Services. Mildred Darton, Board Member of St. Anthony's Legacy and Redevelopment Corp.; North Heights Linen Service and the North Heights Advisory Association Boards, stated it was a pleasure to see that this property is going to help the North Heights community with jobs, morale, and to prove something can be done. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve this item as presented.

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

ITEM 3B: Mayor Nelson presented an item considering the approval of a Chapter 380 Economic Development Program Agreement between the City of Amarillo and North Heights Linen Service, LLC for the construction of a new healthcare laundry facility to be located at 601 West Amarillo Boulevard. This item was presented by Andrew Freeman, Director of Planning and Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve this item as presented.

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

ITEM 3C: Mayor Nelson presented the first reading of an ordinance and to hold a public hearing of a proposed amendment to the 2010 Future Land Use and Character Map for land located in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas. (Vicinity: Southeast 34th Avenue and Whitaker Road.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened a public hearing. Jim Doche, 1615 Bryan Place, #2, stated he was the consultant for McCartt & Associates and was present to answer any questions. There were no further comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Hays:

ORDINANCE NO. 7798

AN ORDINANCE AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY AMENDING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR TRACTS OF LAND LOCATED SOUTHEAST AREA OF THE CITY NEAR THE INTERSECTION OF SOUTHEAST THIRTY-FOURTH AVENUE AND WHITAKER STREET, IN SECTION 107, BLOCK 2, AB&M SURVEY; POTTER AND RANDALL COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3D: Mayor Nelson presented the first reading of an ordinance and to hold a public hearing to consider rezoning a 174.51 acre tract of unplatted land in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Planned Development District for a commercial business park. (Vicinity: Southeast 34th Avenue and Whitaker Road.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Jim Doche, 1615 Bryan Place, #2, stated he was the consultant for McCartt & Associates and was present to answer any questions. Mayor Nelson opened a public hearing. There were no comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Hays:

ORDINANCE NO. 7799

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF WHITAKER ROAD AND SOUTHEAST THIRTY-FOURTH AVENUE, POTTER AND RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell and Smith; voting NO were none; Councilmember Sauer abstained and the motion carried by a 4:0:1 vote of the Council.

Councilmember Sauer returned during this item.

ITEM 3E: Mayor Nelson presented the first reading of an ordinance and to hold a public hearing to consider rezoning the west half of Lot 2 and the east 30ft of Lot 3, Block 2, Daniels Subdivision Unit No. 1, in Section 9. Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to General Retail District. (Vicinity: Western Street and Wolflin Avenue.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened a public hearing. Helen Benton, Realtor, stated she was representing the applicant. There were no further comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Sauer, seconded by Councilmember Smith:

ORDINANCE NO. 7800

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

Voting AYE were Mayor Nelson, Councilmembers Sauer and Smith voting NO were none; the motion carried by a 3:0 vote of the Council.

Councilmembers Hays and Powell left during this item.

ITEM 3F: Mayor Nelson presented the first reading of an ordinance and to hold a public hearing to consider an ordinance rezoning of a 9.30 acre tract of unplatted land in Section 65, Block 9. B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Helium Road and F.M. 2186.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened a public hearing. There were no comments and the public hearing was closed. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7801

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF HELIUM ROAD AND FARM-TO-MARKET ROAD 2186, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3G: Mayor Nelson presented the first reading of an ordinance amending Chapters 16-3 and 16-5, to prohibit shared mobility services city-wide and motor assisted devices (scooters) on public sidewalks and right-of-ways in the central business district. This item was presented by Bryan McWilliams, City Attorney. Councilmember Sauer stated he was against eliminating those with docking stations and orderly kept bicycles and scooters. Mr. McWilliams stated this ordinance would allow that a plan be necessary for these types of services. Councilmember Hays stated that a trial period may make sure the appearance was in compliance. Mayor Nelson stated the intent is to keep an open mind if this is something our citizens could benefit from but this ordinance did not include wheelchairs and mobility scooters used by individuals. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Sauer, seconded by Councilmember Hays:

ORDINANCE NO. 7802

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-3 (TRAFFIC), ARTICLE VIII, SECTION 16-3-330, TO AMEND THE DEFINITION OF CYCLES PROHIBITED ON SIDEWALKS ;

TO PROHIBIT SCOOTERS AND OTHER MOTOR ASSISTED DEVICES ON PUBLIC SIDEWALKS IN THE CENTRAL BUSINESS DISTRICT; TO PROHIBIT SHARED MOBILITY SERVICES; PROVIDING FOR REMOVAL AND SALE OF ABANDONED DEVICES; PROVIDING AMENDMENT MECHANISM; PROVIDING FOR SEVERABILITY, REPEALER, PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

This item was taken out of order.

ITEM 3H: Mayor Nelson presented a resolution approving the second and final extended term for the permit issued to American Medical Response, Inc. to operate an ambulance service within the city. This item was presented by Stephanie Coggins, Assistant to the City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Smith that the following captioned resolution be passed:

RESOLUTION NO. 08-06-19-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING THE SECOND AND FINAL EXTENDED TERM FOR THE PERMIT ISSUED TO AMERICAN MEDICAL RESPONSE, INC. TO OPERATE AN AMBULANCE SERVICE WITHIN THE CITY; RATIFYING VARIOUS AMENDMENTS TO THAT PERMIT; SPECIFYING TIMING OF SELECTION FOR THE NEXT AMBULANCE SERVICE PROVIDER; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

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

ITEM 3I: Mr. McWilliams advised at 3:51 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Sec.551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter. (a) Nurek et. al. v. City of Amarillo; 2) Section 551.072 -- Deliberate the purchase or sale of real property in accordance with the Texas Open Meetings Act: (a) Discuss property located in the NE quadrant of the Central Business District; and 3) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same: (a) Discuss property located in the NE quadrant of the Central Business District.

Mr. McWilliams announced that the Executive Session was adjourned at 5:32 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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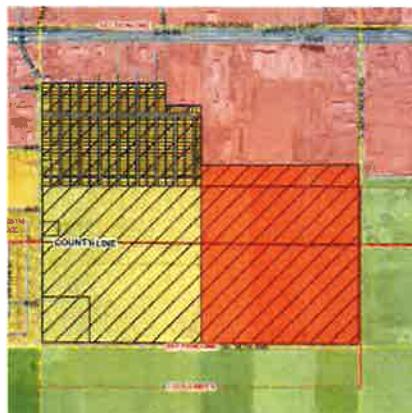
Agenda Caption

Consider a proposed amendment to the 2010 Future Land Use and Character Map for land located in Section 107, Block 2, AB&M Survey, Potter and Randall County, Texas.
Vicinity: SE 34th Ave. and Whitaker Rd.

Agenda Item Summary

Local Government Code permits cities to adopt a comprehensive plan for the long- range development of a municipality. This was done by adoption of the Amarillo Comprehensive Plan in October of 2010. Within the Comprehensive Plan, a Future Land Use and Character Map is included. This map guides development within the City and by recommended land uses within a particular area of the City.

Recently, a request to rezone a portion of Section 107 was submitted for a commercial land use. This area is shown highlighted in red in the graphic below (rezoning case is to be considered on the agenda today::



Staff relayed to the applicant that the proposed land use was not consistent with the Future Land Use and Character Map’s recommended land use (General Residential) nor with the current zoning (Residential District 1).

The applicant inquired about the process to amend the Future Land Use and Character Map in a manner that would support commercial development in the area. Staff responded that the request would need to go before the Planning and Zoning Commission and ultimately the Council for consideration.

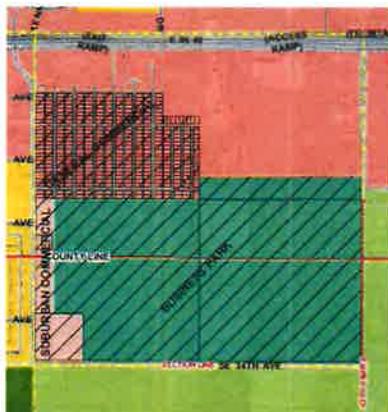
When looking at a Future Land Use and Character Map amendment, staff’s examines current land uses, zoning, and development plans. When doing so and although the Future Land Use and Character Map and zoning for the area both are for residential development, staff identified some key elements that signal, that in staff’s opinion, residential land uses may not be the best land use for this area and that updating of the Future Land Use and Character Map is necessary.

This opinion is based on the following observations:

When analyzing the section as a whole (I-40 to SE 34th Ave and Eastern St. to Whitaker St.), approximately one-third of the section is currently zoned either Light or Heavy Commercial, which allows for commercial development.

Having residential development immediately adjacent to commercial development, is not a preferred planning practice.

As a result, staff prepared a general plan for amendment of the Future Land Use and Character Map that takes into account the existing conditions mentioned above, proposed development, and the established residential areas west of Eastern St. Below is the proposed map amendment designations for the area.



General Commercial is being proposed for the area at the northwest area due to the fact that the land is currently zoned Heavy Light Commercial Districts, so this is really a bit of “house keeping” to update the map to reflect what is currently allowed by current zoning.

Business Park designation is being proposed due to staff’s opinion that although commercial land uses may be appropriate for the area, given the relatively close proximity of residential land uses west of Eastern and the possibility of such being development southward, some commercial land uses may be too impactful for the area. Staff does not envision a business park developing such as Point West Business Park where offices and medical related uses are predominate nor one identical to Centerport Business Park where Heavy Industrial land uses are predominate. That said, a hybrid of the two are possible.

Business Park allows for primarily office, medical, and technology/research uses with the possibility of some light commercial and industrial uses (including warehousing/distribution), but well screened and in buildings with enhanced architectural design. Additionally, commercial retail uses (secondary to primary commercial focus, to serve local workers and visitors) are also recommended.

Suburban Commercial was strategically located adjacent to Eastern St. in an effort to buffer the residential neighborhood west of the right-of-way from the more intense commercial land uses possibly to develop in the Business Park area. Suburban Commercial recommended land uses are characterized as a range of commercial retail and service uses, at varying scales and intensities depending on the site.

Additional recommended land uses are Office (both large and/or multi-story buildings and small-scale office uses depending on the site) as well as zoning via Planned Development to accommodate custom site designs or mixing of uses in a Suburban character setting

Changes to the Comprehensive Plan do not require notification; however, in the interest of transparency, staff notified 209 area property owners in the affected area plus within 200 ft of the area informing them of an upcoming general information meeting. The informational meeting was held on Thursday, July 18, 2019 and staff was present to answer questions and discuss the proposal. At the meeting, three property owners were present after the presentation for the amendment proposed, none indicated opposition to the proposed changes. Of additional note, prior to the information meeting, staff fielded at least four calls from those notified. As with those present at the meeting, none of the property owners who called were in opposition to the proposed map amendment.

Requested Action/Recommendation

Considering the above, the Planning and Zoning Commission believed that the recommended amendment to the Future Land Use and Character Map was appropriate and recommended approval as presented.

ORDINANCE NO. 1798

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: AMENDING THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY MODIFYING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR TRACTS OF LAND LOCATED IN THE SOUTHEAST AREA OF THE CITY NEAR THE INTERSECTION OF SOUTHEAST THIRTY-FOURTH AVENUE AND WHITAKER ROAD, IN SECTION 107, BLOCK 2, AB&M SURVEY, POTTER AND RANDALL COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code, Title 7, Subtitle A, Chapter 213, permits the governing body of a municipality to adopt a comprehensive plan for the long-range development of a municipality; and

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010; and

WHEREAS, the City may subsequently amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and after the Planning and Zoning Commission reviews such consideration in accordance with Chapter 213 of the Texas Local Government Code; and

WHEREAS, as a result of changing conditions in the vicinity of Southeast 34th Avenue and Eastern Street since the initial plan adoption in 2010, the Planning Department staff conducted an analysis of this area, including a public informational meeting notifying properties in the affected area; and

WHEREAS, the Planning and Zoning Commission held a public hearing on July 22, 2019, to discuss the proposed aforementioned amendment and voted unanimously to recommend approval of this amendment to the City Council; and

WHEREAS, the City Council has considered Planning and Zoning's final recommendation and the Planning Department's report as well as held public hearings on such amendment, all as required by law; and

WHEREAS, the City Council hereby finds and determines it to be in the public's best interest to amend the City's Comprehensive Plan, which will promote the public's health, safety and general welfare.

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

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

SECTION 2. MAP MODIFICATIONS. The Planning Director is authorized to make modifications to the Future Land Use and Character map component of the Amarillo Comprehensive Plan, as shown in the attached illustration, and encompassing

an area specifically for land tracts located in the Southeast area of the City near the intersection of Southeast Thirty-Fourth Avenue and Eastern Street in Section 107, Block 2, AB&M survey, Potter and Randall County, Texas, as shown in Exhibit A, attached hereto and incorporated herein.

SECTION 3. FUTURE APPLICATION. The City Council directs the City Manager and/or his designee to process rezoning applications in a matter consistent with the amended map adopted herein.

SECTION 4. SEVERABILITY. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 5. REPEALER. All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall be published and become effective from and after its date of final passage.

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Consider an ordinance rezoning of a 174.51 acre tract of unplatted land in Section 107, Block 2, A.B.&M. Survey, Potter County and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Planned Development District 391 for Industrial Park Development.

Vicinity: SE 34th Ave. and Whitaker Rd.

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Light and Heavy Commercial zoning to the north, Residential District 1 and Light Commercial District to the west, Residential District 1 to the south, and is bounded by the current City Limits line to the east.

Adjacent land uses consist of vacant land to the north, west, and south and a trucking operation to the east.

Proposal

The applicant is requesting Planned Development in order to be allowed to develop a meat processing plant on the northern 60± acres of land of the 174 acre tract now being considered.

Analysis

This request is associated with the Future Land Use and Character Map item on the agenda for consideration. This particular tract is located within the western portion of the Business Park area proposed with the Future Land Use and Character Map amendment.

Taking into account reasoning for a Business Park designation, staff recommended that the applicant submit a request for Planned Development rezoning rather than Heavy Commercial or Light Industrial.

Staff was of the belief that by utilizing Planned Development zoning as tool that limits allowed land uses as well as provides some architectural standards, staff is better able to:

Align development characteristics that conform to a Business Park designation

Lessens any detrimental impacts on existing or potential residential development in the area.

Sets the manner in which future development westward is expected to develop within the remainder of the "Business Park" area considered previously.

Below are the core development standards proposed with the Planned Development rezoning request:

Allowed land uses are:

Those found in Office, General Retail, and Light Commercial Zoning Districts. Additional land use allowed are Meat Processing (no slaughter, butchering, or housing of live animals) Motor Freight Terminal, Animal Clinic (outside pens), Hauling or Storage Business (not sand and gravel), and Screened outdoor storage.

Prohibited land uses include:

Manufactured Home sales
Manufacture Home Park
Industrial Housing
Pawn Shop
Tattoo Shop
Animal Pound
Hatchery
Petroleum collecting and storage
Adult Business

Architectural standards:

Buildings that front upon Whitaker and/or SE 34th Ave shall have elevations that consist of no less than 25 percent brick or similar masonry product.

Miscellaneous:

All other development standards such as landscaping, signage, and screening shall conform to Heavy Commercial District standards.

Based on the above, Planning Commissioners were of the opinion that the adequate standards would be provided for that would not only protect existing or planned residential development in the area, but provide for appropriate infill development in an area of the City that has lacked development for several decades and one that in the Commission's opinion, has long transitioned from residential to one more commercial.

Requested Action/Recommendation

Staff notified all property owners within 200 feet of the rezoning request as required and as of this writing, no comments either for or against this request have been received.

Considering the above, the Planning and Zoning Commission believes the applicant's request is appropriate and recommended approval as presented.

ORDINANCE NO. 7799

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF WHITAKER ROAD AND SOUTHEAST THIRTY-FOURTH AVENUE, POTTER AND RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 174.51 acre tract of unplatted land in Section 107, Block 2, A.B.&M. Survey, Potter County and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Planned Development District 391 for Industrial Park Development, more specifically detailed in the attached document incorporated herein.

BEGINNING at a ½ inch iron rod found for the Southeast corner of said Section 107 and the Northwest corner of Section 89, same block, same being the Southeast and BEGINNING CORNER of this tract of land;

THENCE N. 69° 48' 21' W. 2640.19 feet along the South line of said Section 107 and the North line of Section 108, same block, as monumented on the ground to a 1 inch iron pipe found for the Southwest corner of this tract of land, same being the Southeast corner of the Southwest quarter of said Section 107 as monumented on the ground, also being the Southeast corner of a tract of land described in that certain instrument recorded in Volume 998, Page 572 of the Deed Records of Potter County, Texas;

THENCE N. 00° 14' 52' E. 2973.88 feet along the East line of the West half of Section 107 and the West line of the East half of Section 107, as monumented, to a concrete cylinder with brass cap stamped "CFL" found for the Northwest corner of this tract of land, same being the Southwest corner of Lot 1, Block 3, Memory Acres Unit No. 6, an addition to the City of Amarillo, Potter County, Texas according to the map or plat thereof, of record in Volume 1656, Page 253 of the Official Public Records of Potter County, Texas;

THENCE S. 89° 54' 00" E. (Base Line) at 520.09 feet pass a concrete cylinder with brass cap stamped "CFL" found for the Southeast corner of said Lot 1, Block 2, Memory Acres Unit No. 6 and the Southwest corner of a 73.26 acre tract of land described in that certain instrument recorded in Volume 1434, Page 830 of the Official Public Records of Potter County, Texas at 1499.64 feet pass at ½ inch iron rod with cap stamped "Dorsey" found for the Southeast corner of said 73.26 acre tract of land and the Southwest corner of a tract of land described in that certain instrument recorded in Volume 2035, Page 102 of the Official Public Records of Potter County, Texas at 2602.80 feet pass a ½ inch iron rod with cap stamped "Dorsey" found for the Southeast corner of a said tract of land described in that certain instrument recorded in Volume 2035, Page 102 for a total distance of 2640.20 feet to a point in the East line of said Section 107 and in the West line of Section 90, same block, and the Northeast corner of this tract of land;

THENCE S. 00° 14' 52" W. 2978.02 feet along the East line of said Section 107 and the West line of said Section 90 to the PLACE OF BEGINNING and containing 180.37 acres of land more or less, of which 5.68 acres more or less are in fenced Right-of-Way and 0.15 acres more or less in a Street Deed recording Volume 1755, Page 693, leaving a net acreage of 174.51 acres more or less.

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

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

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

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

Ginger Nelson, Mayor

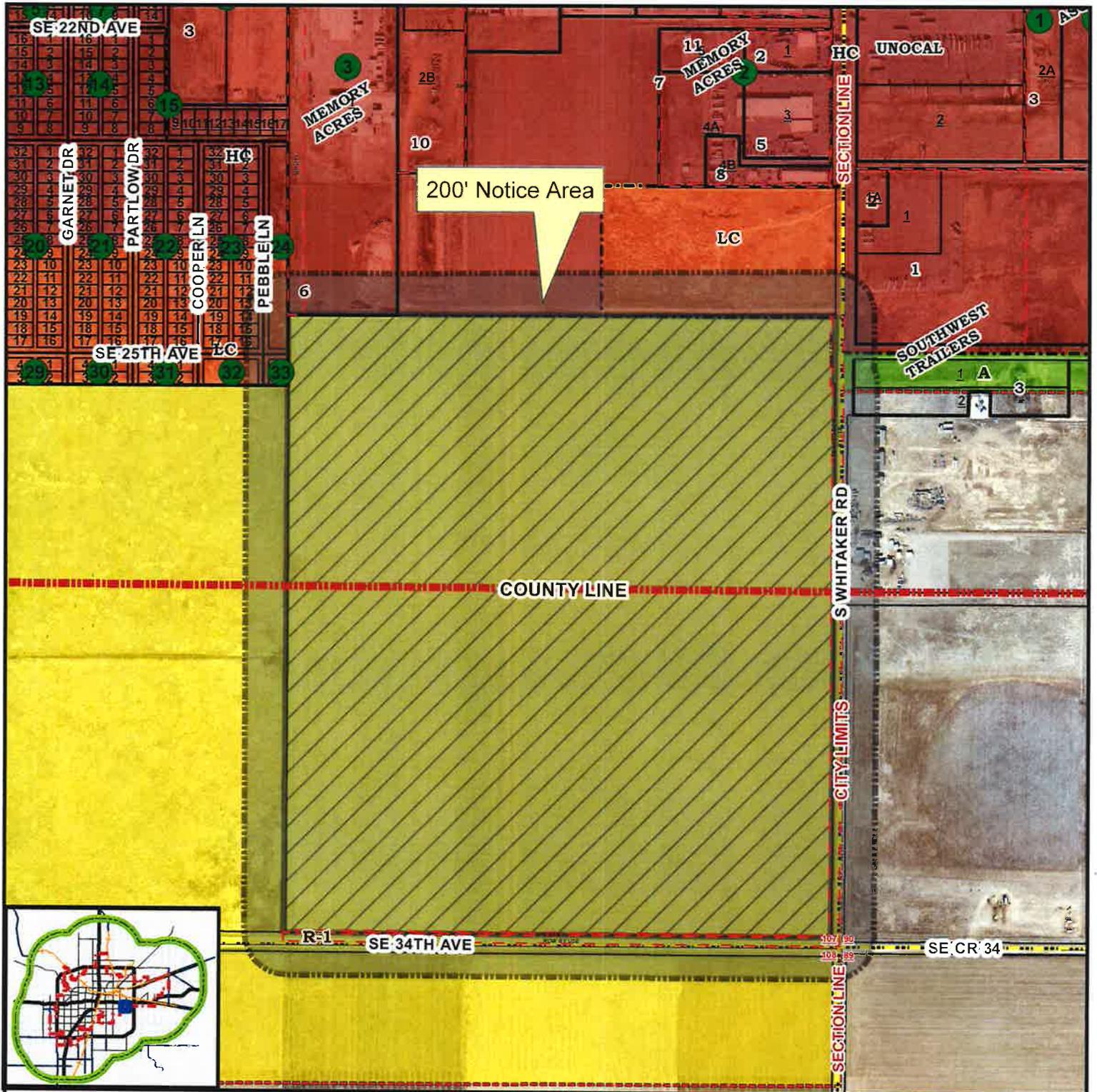
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM R-1 TO PD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 650 feet
 Date: 7/8/2019
 Case No: Z-19-15



Z-19-15 Rezoning of a 174.51 acre tract of unplatted land in Section 107, Block 2, AB&M Survey, Potter County and Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to a Planned Development District for Business and Industrial Park Development.

Vicinity: SE 34th Ave. & S. Whitaker Rd.

APPLICANT: Matt Griffith for Happy Again LP
 Tax Account #: R-200-1070-4500.0, R-200-1070-4000.0,
 R-200-1070-5000.0

AP: R13

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

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Consider an ordinance rezoning of the west half of Lot 2 and the east 30ft of Lot 3, Block 2, Daniels Subdivision Unit No. 1, in Section 9, Block 9, B.S.&F. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to General Retail District. (Vicinity: Western St. & Wolflin Ave.)

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 1 (R-1) to the north, General Retail (GR) to the east and south, and Multiple-Family District 1 (MF-1) to the west. Adjacent land uses consist of a multi-tenant shopping complex to the north, bakery to the east, McDonald's to the south, and houses to the west.

Analysis

The applicant is requesting a change in zoning in order to develop the lot with a drive-thru lane for a pharmacy and a parking lot for additional parking for the tenants. Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, staff considers what impact on area existing zoning and development patterns as well as its conformity to the Neighborhood Unit Concept (NUC) of development. This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which characterizes this tract of land as "General Commercial".

The proposed use fits well within the type of future land use described in general commercial. One aspect worth mentioning is that both the Future Land Use and the current zoning presents a situation that deviates from the common practice found in the NUC. Wherein it has a potential for General Retail to be directly adjacent to R-1 to the north of the proposed lot. The NUC calls for a buffer to be placed between land uses that are more intense, such as GR, and residentially zoned development. That being said, we can require a screening fence to be placed between these two uses to mitigate and limit any adverse effects. The screening fence shall be a solid visual barrier not less than 6' in height and constructed of wood or masonry, or both. In an effort to provide the same level of discretion to the multi-families to the west the planning staff has requested that the developer erect a screening fence along the western side of the proposed lot. The developer was amenable to the request and has provided staff with a written letter stating that a screening fence would be constructed, in an appropriate manner, along the western boundary of 4202 Wolflin Ave.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of writing, the Planning Department has not received any comments regarding this request.

Considering all the above the Planning and Zoning Commission recommends approval as presented.

ORDINANCE NO. 7800

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

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

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

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

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

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

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

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

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

Rezoning of the west half of Lot 2 and the east 30 ft of Lot 3, Block 2, Daniels Subdivision Unit No. 1, in Section 9, Block 9, B.S.&F. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to General Retail District.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 6th day of August, 2019, and **PASSED** on Second and Final Reading on this the 20th day of August, 2019.

Ginger Nelson, Mayor

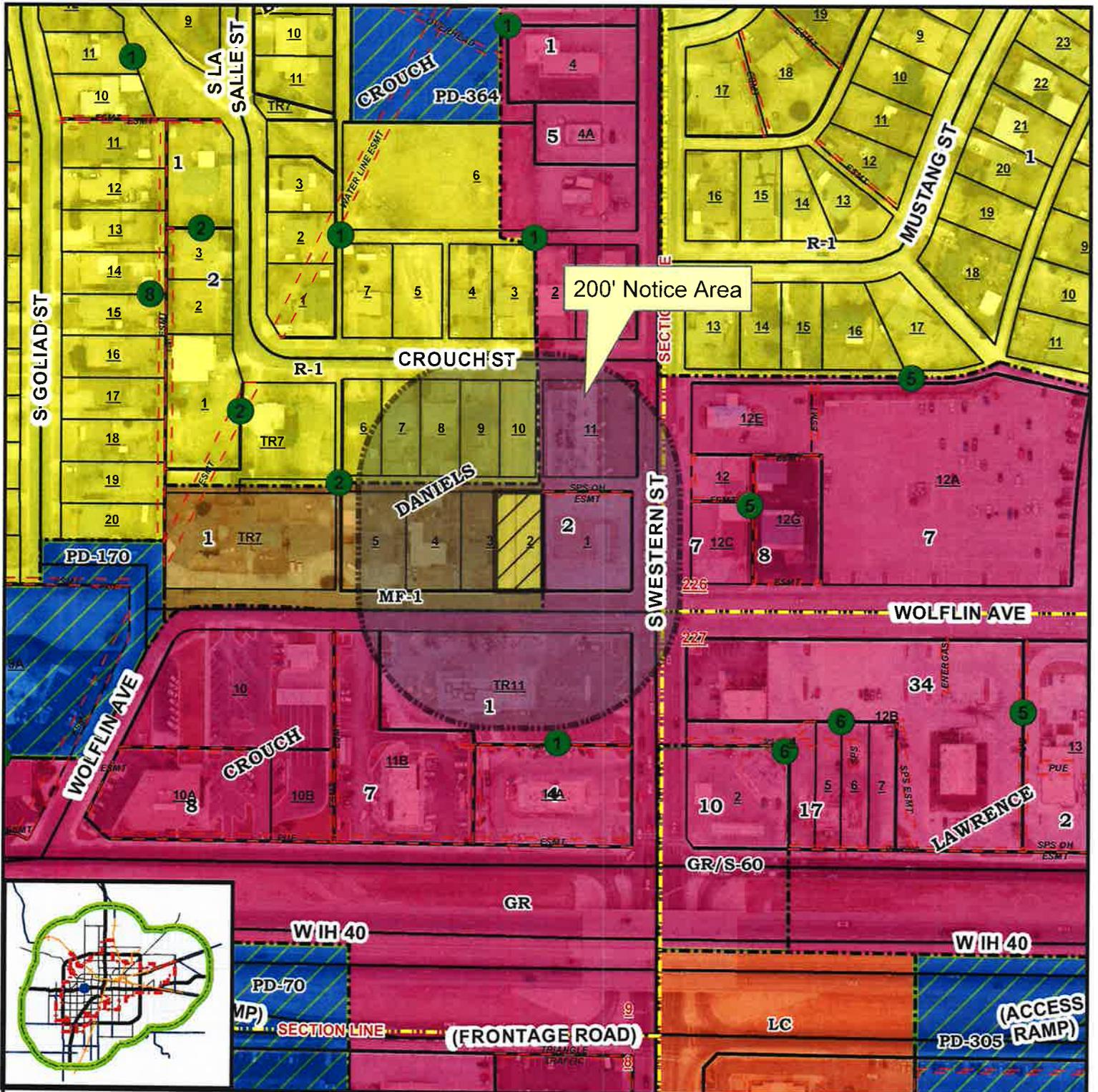
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

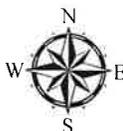
Bryan McWilliams,
City Attorney

REZONING FROM MF-1 TO GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
 Date: 7/2/2019
 Case No: Z-19-14



Z-19-14 Rezoning of the west half of Lot 2 and the east 30ft of Lot 3, Block 2 Daniels Subdivision Unit No. 1, in Section 9, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multi-Family District 1 to General Retail for the use of a drive-thru Pharmacy.

Vicinity: S. Western St. and Wolflin Ave.

APPLICANT: Helen H. Benton

Tax Account #: R-009-6500-1000.0

AP: K12

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Consider an ordinance rezoning of a 9.30 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 (Vicinity: Helium Road and FM 2186.)

Agenda Item Summary

Adjacent land use and zoning

The adjacent zoning consists of Residential District 2 (R-2) and Agricultural District (A) to the north and Agricultural District (A) to the east, and west, and Residential District 3 (R-3) to the south. Adjacent land uses consist of proposed single-family detached homes to the north and south, and undeveloped land to the north, east, and west.

Analysis

The applicant is requesting the zoning of a 9.3 acre tract of land within the Heritage Hills Subdivision area, currently zoned Agricultural District, to change to Residential District 3, in order to develop the next phase of the Heritage Hills Subdivision with single-family detached homes.

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

Neighborhood Unit Concept (NUC) of development. This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, insofar as it is a request for zoning of a residential nature. However, that is where the consistency ends. "Estate Residential" is the land use/character type identified for this area. This type calls for a higher degree of open space and setbacks. Although the portion of the site to be developed will not represent the large lot sizes mentioned in the future land use description, it is also recognized that there has been a change in conditions within the area that did not exist at the time of the Future Land Use Map adoption. This was also the case for the areas of Heritage Hills that have been or are currently under development to the north of this proposed rezoning.

Residential District 3 allows single-family detached homes with a minimum lot size of 5,000 square feet in addition to some educational and institutional uses such as elementary schools. In regards to the zoning pattern proposed within the Heritage Hills South Preliminary Plan that this rezoning is for, the developer is proposing the interior of this section to be made up of single-family detached homes that are zoned Residential 3 with a transition to Moderate Density and other more intensive retail and mixed uses on periphery of the subdivision along the section lines. This proposed zoning pattern is consistent with the zoning pattern established within the Heritage Hills Subdivision and is consistent with the Neighborhood Unit Concept of development with residential zoning in the interior of the section and a transition to more intensive development near the section lines of the section which protects the character and quality of the interior neighborhood.

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

Based on the above analysis, staff believes the requested rezoning is appropriate for conditions of the area and would be a logical continuation of the zoning pattern established in the Heritage Hills Subdivision.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of writing, the Planning Department has not received any comments regarding this request.

Considering all the above the Planning and Zoning Commission recommends approval as presented.

ORDINANCE NO. 7801

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF HELIUM ROAD AND FARM-TO-MARKET ROAD 2186, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 9.30 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 and being further described below:

A 9.30 acre tract of land out of Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, further being a portion of that certain 590.9343 acre tract of land being described as Tract One in that Certain instrument recorded under Clerk's File No. 2012013183 of the Official Public Records of Randall County, Texas, said 9.30 acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod found at the Northwest corner of said Section 65, from whence a railroad spike found at the Southwest corner of said Section 65 bears S. 00° 12' 23" E. (Base line) 5412.60 feet;

Thence S. 89° 45' 43" E. 607.10 feet along the common line between said Sections 65 and Section 64, said Block 9, to a ½ inch iron rod with cap stamped "Furman RPLS" set for the Northwest and BEGINNING CORNER of this tract of land;

THENCE S. 89° 45' 43" E. 364.02 feet along the common line between said Sections

65 and 64 to a ½ inch iron rod with cap stamped "FURMAN RPLS" set for the Northeast corner of this tract of land;

THENCE S. 00° 21' 42" E. 831.21 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE S. 07° 05' 07" E. 282.67 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set in the North line of Heritage Hills Unit No. 11, an addition to the City of Amarillo according to the map or plat thereof recorded under Clerk's File No. 2019007958 of the Official Public Records of Randall County, Texas, for the Southeast corner of this tract of land ;

THENCE N. 89° 43' 55" W. 132.37 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE N. 50° 03' 08" W. 7.71 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE N. 89° 43' 55" W. 95.57 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE S. 40° 09' 28" W. 6.41 feet to a ½ inch iron rod with cap (FURMAN) found;

THENCE N. 89° 43' 55" W. 132.07 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set in the North line of said Heritage Hills Unit No. 11 for the Southwest corner of this tract of land;

THENCE N. 05° 58' 05" W. 277.08 feet to a ½ inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE N. 00° 21' 42" W. 835.93 feet to the POINT OF BEGINNING and containing 9.30 acres of land, more or less.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 6th day of August, 2019 and **PASSED** on Second and Final Reading on this the 20th day of August, 2019.

Ginger Nelson, Mayor

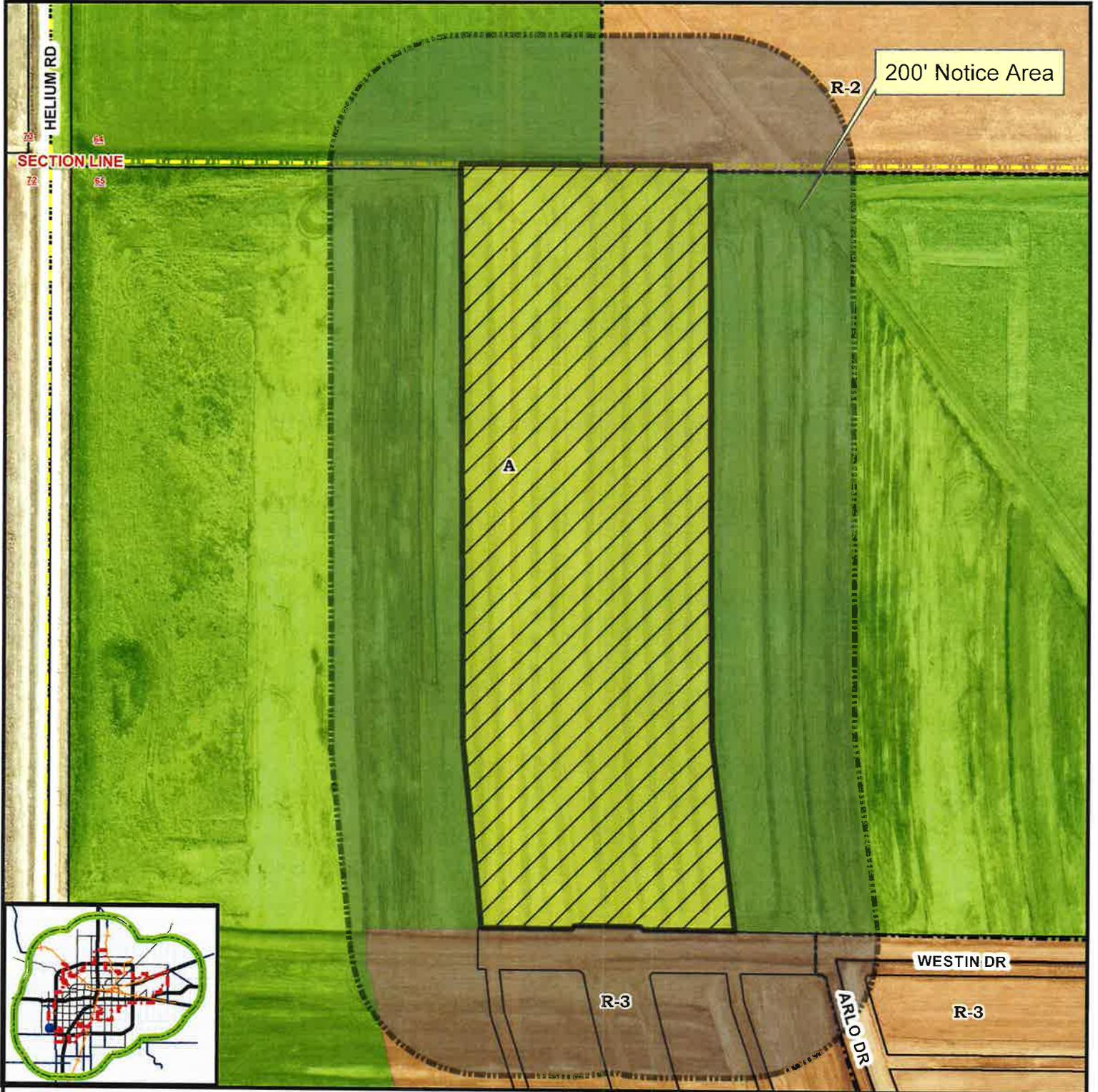
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

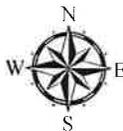
Bryan McWilliams,
City Attorney

REZONING FROM A TO R-3



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
 Date: 7/8/2019
 Case No: Z-19-16



Z-19-16 Rezoning of a 9.3+/- acre tract of unplatted land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 for a residential subdivision.

Vicinity: Helium Rd. & FM 2186

APPLICANT: Seth Williams

Tax Account #: R-370-0650-0035.0

AP: H17

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

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	August 20, 2019	Council Priority	Public Safety
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Department	Legal	Contact Person	Bryan McWilliams, City Attorney
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Agenda Caption

ORDINANCE NO.

This is the second and final reading of an ordinance amending Chapters 16-3 and 16-5, to prohibit shared mobility services city wide and motor assisted devices (scooters) on public sidewalks and right-of-ways in the central business district.

Agenda Item Summary

This ordinance would specifically prohibit the use of "motor assisted devices" (scooters) upon a sidewalk or street within the central business district and would prohibit shared mobility services on public sidewalks and public rights- of-way city wide.

Cities nationwide have experienced the current entrepreneurial fad of low cost personal transportation devices (rental bicycles and certain motor assisted devices sometimes called, "scooters") appearing upon sidewalks and in city streets without any effective regulation or oversight in place to manage their use. Many cities have seen citizens injured or killed while operating motor assisted devices in public right-of-ways.

Cities have also been tasked with nuisance complaints concerning the use and operation of docked and dockless scooters, bicycles, and similar devices being left unattended and abandoned on public sidewalks causing a hazard to pedestrians and property owners.

While motor assisted devices (dock and dockless scooters) are not prevalent in Amarillo at this time this ordinance would maintain the "status quo" until further studies relating to traffic and pedestrian patterns can be analyzed to predict the potential impacts of their use in the downtown area and city-wide.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 7802

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTERS 16-3 (TRAFFIC) AND 16-5 (CENTRAL BUSINESS DISTRICT PARKING AND TRANSPORTATION); TO AMEND THE DEFINITION OF CYCLES PROHIBITED ON SIDEWALKS; TO PROHIBIT SCOOTERS AND OTHER MOTOR ASSISTED DEVICES ON PUBLIC SIDEWALKS IN THE CENTRAL BUSINESS DISTRICT; TO PROHIBIT SHARED MOBILITY SERVICES; PROVIDING FOR REMOVAL AND SALE OF ABANDONED DEVICES; PROVIDING AMENDMENT MECHANISM; PROVIDING FOR SEVERABILITY, REPEALER, PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo's central business district (or, downtown) is undergoing a renaissance of redevelopment; and

WHEREAS, the City Council is aware of the current entrepreneurial fad of low cost personal transportation devices (rental bicycles and certain motor assisted devices sometimes called, "scooters") appearing upon sidewalks in many cities; and,

WHEREAS, while such devices offer some environmental, convenience, or health benefits, the experience of other cities nationwide and in Texas is marked by recorded injuries, death, and even lawsuits against municipalities due to the acts and omissions of both the companies that own the devices and the operators of such devices upon public sidewalks and streets; and,

WHEREAS, other Texas cities have experienced nuisance complaints concerning both docked and dockless scooters, bicycles, and similar devices being left unattended and abandoned on public sidewalks causing a hazard to pedestrians and property owners; and,

WHEREAS, the City of San Diego, California, embraced this exciting entrepreneurial fad, but has now been sued in federal court by disabled persons claiming the City's ordinance allowing such devices on public sidewalks violates the public accommodation duty of the City under the Americans with Disabilities Act, due to the obstructions and danger posed by these devices to disabled persons needing (and assured by the ADA of) at least 36" width of unobstructed travel upon public sidewalks; and,

WHEREAS, at this time: (i) best municipal management practices and legal boundaries are in flux and evolving; (ii) existence of traffic congestion on Amarillo's downtown streets; (iii) increasing pedestrian traffic on downtown sidewalks; (iv) the City's urban design standards requiring installation of trees, lights, and benches upon downtown sidewalks with no expansion of existing sidewalks or street capacities; and, (v) the generally narrow character and inconsistent

maintenance quality of downtown sidewalks—all combine to produce an environment that is currently incompatible with the safe operation of motor-assisted devices (“scooters”) and similar vehicles downtown, and until such time as the City Council may determine that changed conditions in downtown are more conducive to the safe operation of such vehicles on downtown sidewalks and streets; and

WHEREAS, the City Council finds this ordinance is necessary to promote public health and safety;

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

SECTION 1. The Amarillo Municipal Code, Chapter 16-3 (Traffic), Article VIII, is hereby re-titled to read as follows:

ARTICLE VIII. BICYCLES, SCOOTERS AND SIMILAR DEVICES

SECTION 2. The Amarillo Municipal Code, Chapter 16-3 (Traffic), Article VIII, Section 16-3-330 be and hereby is amended to read as follows:

Sec. 16-3-330. - Riding on sidewalks.

(a) No person shall ride a bicycle, tricycle, quacycle, or unicycle upon a Sidewalk within the Central Business District.

(b) No person shall ride a motor-assisted device, as defined herein, upon a sidewalk or street within the Central Business District, also sometimes known as “downtown.” This subsection does not prohibit the use of a wheelchair or motorized mobility device designed to transport one person with physical disability, as described in Texas Transportation Code, section 542.009, as amended; or (ii) a vehicle that is duly equipped and registered or licensed to be lawfully operated upon a public street by a legally qualified operator upon a street. A person may lawfully operate a motor assisted device in and upon a dedicated bike path or marked bike lane upon a public street with a posted speed limit of 30 miles per hour or lower.

For purposes of this section, “motor assisted device” means a self-propelled device (variously configured and sometimes called a “scooter” or a “sedgeway”) regardless of name, maker or model, has: (i) at least two wheels in contact with the ground during operation; (ii) a braking system capable of stopping the device under typical operating conditions; (iii) a deck designed to allow one person to sit or stand while operating the device; (iv) either a gas motor with a displacement not exceeding 40 cubic centimeters, or an electric motor with a power output not exceeding 1,000 watts, or a propulsion system powered by compressed gas, air or mechanical

energy; and, (v) is also capable of being operated by human power alone. It does not include a pocket bike or minimotorbike as defined by state law.

(c) Whenever any person is riding a bicycle or motor assisted device upon a Sidewalk in an area outside of the Central Business District, such person shall yield the Right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(d) Any device described in (a) or (b) of this section that may be found unattended (meaning, no operator standing or seated upon it) upon any public sidewalk, curb, street or alley is hereby deemed to be abandoned property and may be summarily removed by the police to be kept in storage until the City conducts a sale of obsolete, surplus, or abandoned property. If an owner is notified or claims any such vehicle, the police are authorized to collect the reasonable and necessary cost incurred, including but not limited to: removal of the vehicle, any notices that may have been sent, warehousing at a set rate per day or part thereof.

(e) Any proposed amendments to this section shall first be submitted to the Traffic Advisory Board for a public hearing, study, and a recommendation to the City Council for its consideration.

SECTION 3. The Amarillo Municipal Code, Chapter 16-5 (Central Business District Parking and Transportation), Article IV. (Special Traffic Control Measures) is hereby amended to read as follows:

ARTICLE IV. - SPECIAL TRAFFIC CONTROL MEASURES

Sec. 16-5-51. [NO TEXT CHANGE]

Section 16-5-52 – Prohibition on Shared Mobility Services.

(a.) No person or entity shall provide a “shared mobility service” that allows for the use of a motor-assisted device as defined in Chapter 16-3, electric bicycles, and bicycles, equipped with global positioning systems (GPS) on any public sidewalk or public rights-of-way within the city limits. Included in this prohibition is the operation of any personal transportation device listed in this article that was acquired through a shared mobility service.

For purposes of this section a “shared mobility service” shall mean any

service that displays, offers or places for rent on a public way or public property one or more motor-assisted devices, electric bicycles, bicycles, or other similar personal transportation devices equipped with GPS that may be locked and unlocked with or without a docking station.

(b.) Any proposed amendments to this section shall first be submitted to the Traffic Advisory Board for a public hearing, study, and a recommendation to the City Council for its consideration.

SECS. 16-5-52 53 – 16-5-99. – Reserved.

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 6th day of August, 2019; and PASSED on Second and Final Reading the 20th day of August, 2019.

Ginger Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

Frances Hibbs, City Secretary

Bryan S. McWilliams, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	
Department	Police		
Contact	Chief Ed Drain		

Agenda Caption

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP Comprehensive Grant
Grantor: Texas Department of Transportation

Grant Amount: \$145,907.00
Match Amount: \$36,626.37
Total Awarded: \$182,533.37

This item accepts the Fiscal Year 2020 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources on patrol, enforcement of speeding violations, 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 with funds to pay overtime associated with patrol and enforcement of speeding violations, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses. The Texas Department of Transportation provides funds for 80% of this grant and the City of Amarillo provides a 20% match. This grant agreement is a renewal of the current agreement. It will take effect on 10/1/2019 and end on 9/30/2019.

Requested Action

Request the Council approve the grant agreement.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the grant agreement.

Texas Traffic Safety eGrants

Fiscal Year 2020

Organization Name: City of Amarillo - Police Department

Legal Name: City of Amarillo

Payee Identification Number: 17560004446004

Project Title: STEP Comprehensive

ID: 2020-AmarilloPD-S-1YG-00055

Period: 10/01/2019 to 09/30/2020

**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 Comprehensive

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.	Ms. VALERIE KUHNERT	SUBGRANTEE ADMINISTRATOR
3.	MR. MATTHEW POSTON	GRANTS MANAGER

**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 Comprehensive

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.	NANCY ARJON	GRANTS MANAGER
2.		
3.		

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 2020.

Name of the Federal Agency: National Highway Traffic Safety Administration

CFDA Number: 20.600
CFDA Title: State and Community Highway Safety Grant Program
Funding Source: Section 402
DUNS: 786202994
FAIN:
18X9204020TX20
69A37520300004020TX0

Project Title: STEP Comprehensive
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2019** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2020** unless terminated or otherwise modified.

Total Awarded: \$182,533.37
Amount Eligible for Reimbursement by the Department: \$145,907.00
Match Amount provided by the Subgrantee: \$36,626.37

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:

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS (Revised:07/18/2019)

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. 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.

City of Amarillo - Police Department
STEP Comprehensive 2020

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 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.

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- 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:

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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

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. 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

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(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 will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

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- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

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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 Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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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 primary tier 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 tier 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 tier 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 or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 entering into this transaction.
7. The prospective primary 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," 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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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

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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 Tier Covered Transactions

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, 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 Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 or debarment.

3. 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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

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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 "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 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

The undersigned 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,

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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>;

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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 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 each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval 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.)

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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]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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 grant related activities.
 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. 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.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
- H. 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.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. 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.

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STEP Comprehensive 2020

related grant program. False statements on this form may be prosecutable under TC 39.01
1001. This information on this form is true, correct, and complete to the best of my knowledge
and ability."

The above language should be added to the activity reports immediately above the signature
lines of the officer and supervisor.

K. 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.

L. 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.

M. 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.

N. 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.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition
experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through
the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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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

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GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

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

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.

Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) From 10/1/2017 To 9/30/2018

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	791	0	21
Speed	5963	5609	6
Safety Belt	2193	554	11
Child Safety Seat	330	26	
Intersection Traffic Control (ITC)	2172	1491	62
Distracted Driving Citations	485	419	0
Other Elements	14712	15815	125

If you have additional attachments, provide them on the "Attachments" page.

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	16	
Reduce the number of Speed-related crashes to	6	
Reduce the number of Safety Belt-related crashes to	8	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	58	
Reduce the number of Distracted Driving-related crashes to	70	
Number of Enforcement Hours	2807	

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. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

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.

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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

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OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : Bell and Hillside west to Hillside and Coulter. South on Coulter to 77th Avenue. West on 77th Avenue to Soncy. North on Soncy to IH40. East on IH40 to Bell. South on Bell to Hillside.

Zone Hours :

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/857243-Zone1Maps2.pdf
(attach)

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OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : Bell and Hillside north on Bell to IH40. East on IH40 to Georgia Street. South on Georgia to SW 34th Avenue. East on SW 34th to Washington Street. South on Washington to 58th Avenue. West on 58th to Bell and Hillside.

Zone Hours :

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/857248-Zone2Maps2.pdf
(attach)

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OPERATIONAL PLAN

Zone Name : Zone 3

Zone Location : Amarillo blvd. and Soncy east on Amarillo blvd to McMasters Street. South on McMasters/Georgia Street to IH40 and Georgia. West on IH40 to Soncy. North on Soncy to Amarillo Blvd.

Zone Hours :

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/857249_1-Zone3Map.pdf
(attach)

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OPERATIONAL PLAN

Zone Name : Zone 4

Zone Location : SW 3rd Avenue and McMasters east to SE 3rd Avenue and Grand. South on Grand to SE 34th Avenue and Grand. West on SE 34th Avenue to SW 34th Avenue and Georgia. North on Georgia to SW 3rd Avenue and McMasters.

Zone Hours :

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/857253-Zone4Maps2.pdf
(attach)

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OPERATIONAL PLAN

**Zone
Name :** Zone 5

**Zone
Location :** Amarillo Blvd and McMasters east to Amarillo Blvd and Hughes. North on Hughes to NE 24th Avenue. East on NE 24th Avenue to Grand. South on Grand to SE 3rd Avenue. West on SE 3rd Avenue to McMasters. North on McMasters to Amarillo Blvd.

**Zone
Hours :**

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/857256-Zone5Map.pdf
(attach)

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$145,907.00	\$11,368.00	\$157,275.00
(200)	Fringe Benefits:	\$0	\$25,258.37	\$25,258.37
	Sub-Total:	\$145,907.00	\$36,626.37	\$182,533.37
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
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$145,907.00	\$36,626.37	\$182,533.37
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$145,907.00	\$36,626.37	\$182,533.37
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$145,907.00	\$36,626.37	\$182,533.37
	Fund Sources (Percent Share):	79.93%	20.07%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	
Department	Human Resources		
Contact	Mitchell Normand		

Agenda Caption

CONSIDER INTERLOCAL AGREEMENT – POTTER COUNTY, TEXAS

(Contact: Mitchell Normand, Director of Human Resources)

Consider approval of inter-local agreement with Potter County, Texas to extend the terms of the City's negotiated rates and plan benefits with Aetna and Northwest Texas Hospital.

Agenda Item Summary

To review and approve the inter-local agreement with Potter County, Texas to extends the terms of the City's negotiated rates and plan benefits with Aetna and Northwest Texas Hospital.

Requested Action

To review and approve the inter-local agreement.

Funding Summary

n/a

Community Engagement Summary

n/a

Staff Recommendation

Approve the of inter-local agreement with Potter County, Texas to extend the terms of the City's negotiated rates and plan benefits with Aetna and Northwest Texas Hospital.



Memo

To: Jared Miller, City Manager

From: Mitchell Normand, Director of Human Resources

Re: Request to Approve Inter-Local Agreement for Employee Medical Plan Services

Date: August 12, 2019

Potter County has requested an Inter-local Agreement (ILA) with the City of Amarillo for employee medical plan services. This agreement only extends the terms of the City's negotiated rates and plan benefits with Aetna and Northwest Texas Hospital to Potter County.

The ILA have been reviewed by the City's Legal Department and processed in accordance with City Purchasing standards.

Staff is recommending the approval of the ILA to allow Potter County to execute a contract with Aetna and Northwest Texas Hospital under the same contractual provisions as the City. The approval of the ILA will not affect any service, rates, or guarantees the City is currently awarded under each contract.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND POTTER COUNTY, TEXAS
(Health plan administration)**

This Agreement is made between the City of Amarillo, Texas (hereafter, "City") and Potter County, Texas (hereafter, "County"). 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.
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 or a public purpose; and, that each party has the legal authority to perform and to provide the function or service which is the subject matter of this Agreement; and, that any 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. Any party performing a service or paying for the performance of a service under this Agreement shall render performance and make payments from current revenues legally available to the party.
4. City Obligation. (a) City represents that it has complied with all requirements of competitive procurement laws applicable to the services that are the subject of this Agreement; (b) City now consents to allow Potter County access to the City's contract terms for Aetna as a third party administrator for medical claims, and Northwest Texas Healthcare Systems (NTHS) as a direct contracted in-network hospital; and, (c) City shall not be a party to negotiations between County and Aetna or NTHS.
5. County Obligation. County hereby accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in this Agreement; (b) agrees the City is no guarantor or insurer of results that may accrue to County in its transaction(s) with Aetna or NTHS; and, (c) County is solely responsible for any costs incurred by its transactions with Aetna and NTHS.
6. Relationship of Parties. Each party is acting independently in conducting its own business with Aetna and NTHS. There is no joint venture, partnership, or other coordinated action between the parties as to the subject matter other than the formation of this Agreement.
7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the services described. This agreement does not create any right, benefit, or cause of action for any third party. By this Agreement neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would be available to it in claims or litigation of any nature. Each Party shall be solely responsible for any loss, property damage, bodily injury

or death arising out of or related to the acts or omissions of its 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 a court of appropriate jurisdiction in Potter County, Texas.

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 one (1) year from the effective date hereof.

10. 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 holding 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 included. The provisions of paragraphs 4 & 5 shall survive termination, cancellation, or expiration of this Agreement.

11. 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 only in writing by the mutual agreement of the Parties.

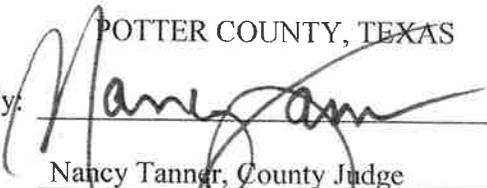
12. Authority. Each signatory represents that s/he has been duly authorized by the entity to execute this Agreement for whom s/he signs and to thereby legally bind such entity to this Agreement.

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

POTTER COUNTY, TEXAS

CITY OF AMARILLO, TEXAS

By:



Nancy Tanner, County Judge

By: _____

Jared Miller, City Manager

Date:

07.22.2019

Date: _____

I

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
Contact	Matt Thomas, City Engineer

Agenda Caption

Consider Change Order #4 BID #5714/JOB # 560062: Arden Road Storm Sewer and Playa #7 Excavation – Phase I

Original Contract - \$2,418,171.41
Previous Change Orders - \$61,924.05
Change Order #4 - \$ (2,997.90).

Total Revised Contract - \$2,477,097.56

This item is to approve Change Order #4 to the contract for the Arden Road Storm Sewer and Playa #7 Excavation – Phase I. This proposed change order is for additional pumping due to heavy rainfall in May and June 2019 including 2.5” on June 1st 2019 in the area which required pumping the site for 30 days total. This change also includes the removal of an alternate bid for concrete rip/rap in lieu of rock rip/rap.

Agenda Item Summary

Approval of Change order to contract for the Arden Road Storm Sewer and Playa #7 Excavation – Phase I for additional dewatering of site.

Requested Action

Consider approval of change order #4 to Williams Ditching, LLC - \$(2,997.90).

Funding Summary

Funding for this project is available in the approved Capital Improvement Program Budget Number 560062.17400.1040.

Community Engagement Summary

This change order will have a minimum impact to the neighborhood. City staff will continually update the public with press releases and public announcements through social media before and during the project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5714 Arden Road Storm Sewer and Playa #7 Excavation- Phase 1
 Opened 4:00 p.m., April 27, 2017

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 1 Construction Item - Layout and Survey to include slope staking, construction staking and other associated staking (COA 10.06) complete, per specifications					
1 ls					
Unit Price	\$120,293.000	\$17,200.00	\$30,000.000	\$41,630.00	\$40,000.000
Extended Price	120,293.00	17,200.00	30,000.00	41,630.00	40,000.00
Line 2 Excavation, regrading and channel grading to the slopes shown on the plans, (COA 4.02) complete, per specifications					
253,000 cy					
Unit Price	\$4.070	\$6.55	\$10.000	\$8.05	\$8.000
Extended Price	1,029,710.00	1,657,150.00	2,530,000.00	2,036,650.00	2,024,000.00
Line 3 Trenching, supplying, laying, joining, and backfilling for sixty inch (60") HDPE storm sewer, (COA 5.052) installed complete, per specifications					
80 lf					
Unit Price	\$164.530	\$323.00	\$100.000	\$199.00	\$325.000
Extended Price	13,162.40	25,840.00	8,000.00	15,920.00	26,000.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 4 Furnish, install and maintain Traffic control Plan, (COA 9.04) complete, per specifications					
1 ls					
Unit Price	\$9,623.000	\$36,450.00	\$75,000.000	\$49,000.00	\$10,000.000
Extended Price	9,623.00	36,450.00	75,000.00	49,000.00	10,000.00
Line 5 Mobilization / Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond and related Ancillary Costs. (Shall not exceed five percent (5%) of the total construction cost(COA 10.01), per specifications					
1 ls					
Unit Price	\$104,949.860	\$131,100.00	\$175,000.000	\$128,040.00	\$65,300.000
Extended Price	104,949.86	131,100.00	175,000.00	128,040.00	65,300.00
Line 6 Remove Stab Base & Asph Pav (8" - 20"), complete, per specifications					
145 sy					
Unit Price	\$7.380	\$52.00	\$20.000	\$24.00	\$35.000
Extended Price	1,070.10	7,540.00	2,900.00	3,480.00	5,075.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 7 Furnish, haul, place and compact new fill, select material (PI<15). Material is to be placed in lifts not to exceed six inches (6") and compacted to 95% Proctor, (TxDOT Item No 132), complete , per specifications 28 cy					
Unit Price	\$94.290	\$201.00	\$50.000	\$115.00	\$150.000
Extended Price	2,640.12	5,628.00	1,400.00	3,220.00	4,200.00
Line 8 Drill Seed (Perm)(Urban)(Clay), complete, per specifications 115,000 sy					
Unit Price	\$0.120	\$0.60	\$0.500	\$0.65	\$0.150
Extended Price	13,800.00	69,000.00	57,500.00	74,750.00	17,250.00
Line 9 Sediment control, Soil Retention Blanket, (Flexible Channel Liner) (Class 2 Type F), (TxDOT Item No 169) installed complete per specifications 31,000 sy					
Unit Price	\$0.770	\$0.76	\$0.500	\$1.20	\$2.000
Extended Price	23,870.00	23,560.00	15,500.00	37,200.00	62,000.00
Line 10 FL BS (CMP in PLC)(TY A or B)(GR 4)(12") complete, per specifications 145 sy					
Unit Price	\$31.760	\$83.45	\$15.000	\$38.00	\$66.000
Extended Price	4,605.20	12,100.25	2,175.00	5,510.00	9,570.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line11 D-GR HMA (SQ) TY-B PG64-22, (TxDOT Item No 3267) complete per specifications					
34 Ton					
Unit Price	\$104.060	\$302.00	\$100.000	\$443.00	\$220.000
Extended Price	3,538.04	10,268.00	3,400.00	15,062.00	7,480.00
Line 12 D-GR HMA (SQ) Ty-D PG64-22,)TxDOT Item No 3267) complete, per specifications					
17 Ton					
Unit Price	\$270.060	\$300.00	\$100.000	\$670.00	\$440.000
Extended Price	4,591.02	5,100.00	1,700.00	11,390.00	7,480.00
Line 13 Trench Excavation Protection, compele, per specifications					
1,531 LF					
Unit Price	\$12.920	\$9.75	\$1.000	\$27.00	\$10.000
Extended Price	19,780.52	14,927.25	1,531.00	41,337.00	15,310.00
Line 14 RIPRAP (Conc)(4IN) complete, per specifications					
40 cy					
Unit Price	\$226.500	\$495.00	\$500.000	\$612.00	\$105.000
Extended Price	9,060.00	19,800.00	20,000.00	24,480.00	4,200.00
Line 15 RIPRAP (Stone Common (Dry)(18 IN) complete, per specifications					
16 CY					
Unit Price	\$206.940	\$215.00	\$75.000	\$220.00	\$280.000
Extended Price	3,311.04	3,440.00	1,200.00	3,520.00	4,480.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 16 Gabion Mattresses (Galvanized) (12 IN) (TxDOT Item No 459) installed complete , per specifications 111 sy					
Unit Price	\$46.130	\$170.00	\$80.000	\$75.00	\$158.000
Extended Price		5,120.43	18,870.00	8,880.00	8,325.00
					17,538.00
Line 17 Gabions (3'x3')(Galvanized), (TxDOT Item No 459) installed complete, per specifications 5 cy					
Unit Price	\$115.000	\$490.00	\$200.000	\$385.00	\$295.000
Extended Price		575.00	2,450.00	1,000.00	1,925.00
					1,475.00
Line 18 Conc Box Culv (6FT x 5 FT) complete , per specifications 480 lf					
Unit Price	\$437.870	\$547.00	\$365.000	\$558.30	\$520.000
Extended Price		210,177.60	262,560.00	175,200.00	267,984.00
					249,600.00
Line 19 Conc Box Culv (8 FT x 6 FT) complete , per specifications 870 lf					
Unit Price	\$654.140	\$750.00	\$595.000	\$740.00	\$715.000
Extended Price		569,101.80	652,500.00	517,650.00	643,800.00
					622,050.00
Line 20 RC PIPE (CL III)(36 IN) installed complete, per specifications 72 lf					
Unit Price	\$174.170	\$217.00	\$80.000	\$131.00	\$216.000
Extended Price		12,540.24	15,624.00	5,760.00	9,432.00
					15,552.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 21 RC Pipe (CL III)(42 IN)(TxDOT Item No 464) incstalled complete, per specifications					
72 lf					
Unit Price	\$220.740	\$260.00	\$110.000	\$175.00	\$258.000
Extended Price	15,893.28	18,720.00	7,920.00	12,600.00	18,576.00
Line 22 Manhole (complete) (Junction Box) (Type 1) (TxDOT Item 465) installed complete, per specifications					
1 ea					
Unit Price	\$10,335.000	\$8,175.00	\$25,000.000	\$13,541.00	\$8,225.000
Extended Price	10,335.00	8,175.00	25,000.00	13,541.00	8,225.00
Line 23 Inlet (compl)(PADZ) (FG)(4 FT x 4 FT - 3 FT x 3 FT) complete per specifications					
2 ea					
Unit Price	\$5,660.000	\$4,625.00	\$7,500.000	\$4,961.00	\$4,360.000
Extended Price	11,320.00	9,250.00	15,000.00	9,922.00	8,720.00
Line 24 Wingwall (SW-0)(HW=14 ft)(Mod)(TxDOT Item No 466) installed complete, per specifications					
1 ea					
Unit Price	\$18,240.000	\$32,550.00	\$12,000.000	\$35,387.00	\$28,065.000
Extended Price	18,240.00	32,550.00	12,000.00	35,387.00	28,065.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 25 Remove Structure (Set) complete, per specifications 2 ea					
Unit Price	\$1,819.500	\$7,300.00	\$1,000.000	\$498.00	\$6,965.000
Extended Price	3,639.00	14,600.00	2,000.00	996.00	13,930.00
Line 26 Remove Structure (Pipe) complete, per specifications 90 lf					
Unit Price	\$36.900	\$14.00	\$30.000	\$7.50	\$10.000
Extended Price	3,321.00	1,260.00	2,700.00	675.00	900.00
Line 27 Construction exits (Install) (TY 1) complete, per specifications 156 sy					
Unit Price	\$15.810	\$55.00	\$40.000	\$23.00	\$22.500
Extended Price	2,466.36	8,580.00	6,240.00	3,588.00	3,510.00
Line 28 Wire Fence (TV C) complete, per specifications 900 lf					
Unit Price	\$11.500	\$8.50	\$25.000	\$9.50	\$8.000
Extended Price	10,350.00	7,650.00	22,500.00	8,550.00	7,200.00
Line 29 Initial Dewatering, complete, per specifications 1 ls					
Unit Price	\$43,270.000	\$71,000.00	\$225,000.000	\$501,100.00	\$67,210.000
Extended Price	43,270.00	71,000.00	225,000.00	501,100.00	67,210.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 30 Additional Pumping, complete, per specifications 20 days					
Unit Price	\$2,046.870	\$3,250.00	\$1,000.000	\$2,950.00	\$1,500.000
Extended Price	40,937.40	65,000.00	20,000.00	59,000.00	30,000.00
Line 31 Additional Pumping Mobilization / Demobilization, complete , per specifications 2 ea					
Unit Price	\$14,060.000	\$26,250.00	\$30,000.000	\$8,200.00	\$25,894.000
Extended Price	28,120.00	52,500.00	60,000.00	16,400.00	51,788.00
Line 32 Alternate Bid - Concrete RIPRAP (6") complete, per specifications 2,400 sy					
Unit Price	\$28.650	\$58.50	\$50.000	\$76.80	\$315,000.000
Extended Price	68,760.00	140,400.00	120,000.00	184,320.00	756,000,000.00
Bid Total	2,418,171.41	3,420,792.50	4,152,156.00	4,268,734.00	759,446,684.00
Award to Vendor	2,418,171.41				
Change Order	7,916.78				
Change Order #2	4,882.39				
Change Order #3	49,124.88	Additional 59 Working Days			
	(2,997.90)				
Revised Total	2,477,097.56				

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Fiscal Responsibility
Department	Various		
Contact	Trent Davis – Director of Purchasing		

Agenda Caption

Consider – Award Advertising Annual Contract – RFP 19-19 to Amarillo Globe News & Morris Communications in the amount not to exceed \$100,043.24.

Agenda Item Summary

This is to award the Advertising Annual Contract – RFP 19-19 to Amarillo Globe News & Morris Communications for advertising requirements for various departments.

Requested Action

Consider for award the Advertising Annual Contract- RFP 19-19 to Amarillo Globe News & Morris Communications.

Funding Summary

Various Funding.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract



The City of Amarillo
Advertising Agreement
September 1, 2019 – August 31, 2020

The Amarillo Civic Center Complex and AGN Media agree to the below mentioned annual advertising agreement based on the period of September 1, 2019 – August 31, 2020. This agreement is designed to combine both print and online products that are specific to your marketing goals.

Advertising Investment includes:

● **City of Amarillo – The Amarillo Civic Center Complex Events**

Event Bulk Agreement: Non-Standard Size Ads
Daily – \$20.00 pci
Sunday – \$25.00 pci

● **Annual Local Advantage Agreement**
Daily and Sunday

	Full Page 6 col x 21.25"	Half Page 6 col x 10.5"	Quarter Page 3 col x 10.5	Eighth Page 3 col x 5"
Monday / Tuesday	\$637.50	\$330.75	\$173.25	\$86.25
Wednesday – Saturday	\$956.25	\$496.13	\$259.88	\$129.38
Sunday	\$1,275.00	\$661.50	\$346.50	\$172.50
Add Color	\$400.00	\$200.00	\$100.00	\$50.00

50,000 Online Impressions per Campaign – (buy 25,000 – get 25,000 FREE) - \$400.00

● **Broadway Spotlight Series Package**

150" Print Inches \$1500.00
50,000 Online Impressions per Campaign – (buy 25,000 – get 25,000 FREE) - \$400.00
Color 3.50 per inch - \$525.00 Total per Campaign
\$2,425.00

Retail Advertising Rates:

- \$36.95 pci Sunday
- \$35.75 pci Daily

Classified Legal Notices:

- \$28.00 pci Sunday
- \$26.10 pci Daily

Retail Legal Notices:

- \$36.00 pci Sunday
- \$33.00 pci Daily

City of Amarillo

Date

Sharon Denny
AGN Media Sales Consultant

K



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Civic Pride
Department	Women, Infants, and Children (WIC) Nutrition		
Contact	Margaret Payton, WIC Director		

Agenda Caption

CONSIDER APPROVAL OF THE FY2020 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES
 (Contact: Margaret Payton, WIC Director)
 This item is a contract amendment to provide an amount not to exceed \$1,570,546 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC Nutrition Program services. The FY 2020 contract period is from October 1, 2019 through September 30, 2020.

Agenda Item Summary

WIC nutrition services are reimbursed through grant funds provided through the HHSC. The current contract to provide WIC nutrition services was effective on October 1, 2016 with a current total contract amount of \$6,200,171. This FY2020 contract amendment is for a period from October 1, 2019 through September 30, 2020 in an amount not to exceed \$1,570,546.

Requested Action

To approve the FY2020 Contract Amendment for Women, Infants, and Children (WIC) Nutrition Program Services in an amount not to exceed \$1,570,546.

Funding Summary

The HHSC WIC Nutrition Program services contract amendment for FY2020 is in an amount not to exceed \$1,570,546.00 for the grant period of October 1, 2019 through September 30, 2020. The current grant contract was effective on October 1, 2016 with a current total contract amount of \$6,200,171 through FY2020.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the FY2020 contract amendment for WIC Nutrition Program Services in an amount not to exceed \$1,570,546, authorizing City Management to execute contract documents.

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 2017-049839-001
AMENDMENT NO. 4**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**System Agency**”) and **CITY OF AMARILLO** (“**Grantee**” or “**Subrecipient**”), who are collectively referred to herein as the “**Parties**” to that certain Women, Infant and Children’s Nutrition Local Agency grant contract effective October 1, 2016 and denominated HHSC Contract No. 2017-049839-001 (“**Contract**”), as amended, now desire to further amend the Contract.

RECITALS

WHEREAS, System Agency has elected to extend the Contract through Fiscal Year (“**FY**”) 2020 (October 1, 2019 through September 30, 2020) in accordance with Section III of the Contract.

WHEREAS, the Parties desire to revise the Budget to add funds for FY 2019 (October 1, 2018 through September 30, 2019) and FY2020;

WHEREAS; the Parties desire to revise the Statement of Work; and

WHEREAS, these revisions will result in an addition of **ONE MILLION FIVE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY-SIX DOLLARS (\$1,570,546.00)** in federal grant funds.

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

1. The Parties agree that all references in the Contract to “**Grantee**” are hereby changed to “**Subrecipient**”.
2. **SECTION III** of the Contract Signature Document, **DURATION**, is hereby amended to reflect a new termination date of September 30, 2020.
3. **SECTION IV** of the Contract Signature Page, **BUDGET**, is deleted and replaced in its entirety with the following:

IV. BUDGET

The total amount of this Contract will not exceed **SIX MILLION TWO HUNDRED THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS (\$6,200,171.00)**, of which **\$1,568,445.00** is allocated toward FY 2017 (October 1, 2016 through September 30, 2017), **\$1,543,420.00** is allocated toward FY 2018 (October 1, 2017 through September 30, 2018), **\$1,549,153.00** is allocated for FY 2019 (October 1, 2018 through September 30, 2019), and **\$1,539,153.00** is allocated for FY 2020 (October 1, 2019 through September 30, 2020). All expenditures under the Contract will be in accordance with **Attachment A, Statement of Work**.

4. **SECTION I(D)** of **ATTACHMENT A, STATEMENT OF WORK**, is deleted and replaced in its entirety with the following:

- D. Determine eligibility of applicants through assessment of their categorical eligibility, household or adjunctive income, identification, residency, nutritional status, and provide nutrition education and counseling to eligible participants.
5. **SECTION I(H)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- H. Conduct outreach to potential participants and implement strategies to retain existing participants in accordance with Subrecipient's outreach plan.
6. **SECTION I(L)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- L. Issue pre-numbered WIC Electronic Benefit Transfer (EBT) cards furnished by System Agency to qualified participants who shall use such EBT cards to obtain specified food items from participating vendors; maintain complete accountability and security of all WIC EBT cards received from System Agency. Subrecipient shall be held financially responsible for all unaccounted WIC EBT cards and/or for the redeemed value of those issued to ineligible participants.
7. **SECTION I(M)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- M. Subrecipient will configure all desktop, laptops, and tablets purchased with WIC funds for access to the Texas Integrated Network ("TXIN") Management Information System ("MIS") at all Subrecipient WIC clinics and administrative offices. Subrecipient will notify System Agency not less than forty-five (45) days prior to a relocation or a deployment of a new site to arrange for internet connectivity at the site. Subrecipient is responsible for all desktop, laptop, and tablet maintenance and hardware support.
8. **SECTION I(N)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- N. Subrecipient is required to immediately address, or facilitate internal access to all its clinics, including remote access to clinic workstations, to the System Agency or its agency to facilitate the resolution of any issues restricting valid food benefit issuance to eligible WIC participants, including allowing the System Agency to make configuration changes to WIC computers. Subrecipient is required to notify the System Agency of any issues resulting in the interruption of services for a period of four (4) hours or more.
9. **SECTION I(P)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:
- P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday.
10. **SECTION I(X)** of ATTACHMENT A, STATEMENT OF WORK, is amended by deleting it in its

entirety and replacing it with the following:

X. If selected by the System Agency, Implement or expand the Improving Participant Experience (IPE) initiative. The IPE initiative will enable Subrecipient to enhance their clinic to promote a welcoming, child-friendly environment and any improvements to counseling spaces should promote knee-to-knee conversations, thus improving the participant's clinic experience.

1. Subrecipient shall submit proposed initiatives and required reports in a frequency and format designated by System Agency for review and approval.
2. Subrecipient shall appoint a project coordinator to oversee the implementation and evaluation of each initiative.
3. Subrecipient shall participate in activities as requested by System Agency, including but not limited to, writing news articles, submitting mid-year and end of year reports and participating in sharing sessions.

11. **SECTION I(Z)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:

Z. Subrecipient shall resolve all possible dual participation records anytime the "duplicate detection" grid appears in the MIS. System Agency reserves the right to withhold payment if Subrecipient fails to accurately resolve all possible dual participation records within thirty (30) days of the appearance of the duplicate detection grid.

12. **SECTION I(BB)** of ATTACHMENT A, STATEMENT OF WORK, is amended by deleting it in its entirety and replacing it with the following:

BB. The Summer Electronic Benefit Transfer for Children (SEBTC) project provides nourishing foods to eligible school-age children in selected schools during the summer months.

1. If selected by System Agency, Subrecipient will use SEBTC funds to provide the following:
 - a. Implement SEBTC project according to System Agency-approved plan.
 - b. Designate a SEBTC lead responsible for overseeing training, implementation, and evaluation of project activities.
 - c. Provide customer support services for SEBTC card recipients during the benefit period.
 - d. Submit requested updates and/or reports in a frequency and format designated by System Agency for review and approval.

13. **SECTION I** of ATTACHMENT A, STATEMENT OF WORK, is amended by adding the following:

CC. Implement the Obesity Prevention project.

1. Subrecipient shall submit proposed initiatives for review and approval.
2. If selected by System Agency, Subrecipient shall:
 - a. Appoint a project coordinator to oversee the implementation and evaluation of each initiative.
 - b. Participate in activities as requested by System Agency, including but not limited to, writing news articles, and participating in sharing sessions.
 - c. Follow the System Agency guidance related to allowable WIC costs for approved Obesity Prevention projects.
 - d. Submit all requested reports in a frequency and format designated by System Agency for review and approval.

14. **SECTION II(A)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:

A. Subrecipient shall ensure:

1. An average of 95% of families each quarter who participate in WIC Program by receiving food benefits shall also receive nutrition education classes or individual counseling;
2. Each quarter an average of 20% or greater of all pregnant women who enter the WIC Program are certified as eligible during the period of the first or second trimester of their pregnancy;
3. Each quarter an average of 80% of clients who are enrolled in the WIC Program, excluding dual participants and transfer locked and/or migrant clients, participate as food benefit recipients each month (breast-feeding infants are also included in the client count); and
4. 100% of participants who indicate during the enrollment process for the WIC Program that they have no source of health care are referred to at least one (1) source of health care at certification of eligibility.

Subrecipient shall submit reports, if requested, in a frequency and format designated by System Agency for review and approval.

15. **SECTION III(D)(6)** of ATTACHMENT A, STATEMENT OF WORK, is deleted and replaced in its entirety with the following:

6. Surplus encumbered by September 30 shall be billed and vouchers received by System Agency no later than 60 calendar days following the Contract term.

16. The Parties agree to revise the supplemental condition for **Section 2.02, Final Billing Submission** in ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS by deleting it in its entirety and replacing it with the following:

Unless otherwise provided by the System Agency, Subrecipient shall submit a reimbursement or payment request as a final close-out invoice not later than sixty (60) calendar days following the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than sixty (60) calendar days following the termination of the Contract may not be paid.

17. The Parties agree to revise the supplemental condition for **Section 2.03, Financial Status Reports (FSRs)** in ATTACHMENT D, SUPPLEMENTAL AND SPECIAL CONDITIONS by deleting it in its entirety and replacing it with the following:

Except as otherwise provided in these Uniform Terms and Conditions or in the terms of any Attachment(s) that is incorporated into the Contract, Subrecipient shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Subrecipient shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable Fiscal Year.

18. **Article IX Miscellaneous Provisions of the Health and Human Services Commission Uniform Terms and Conditions – Grant, Version 2.13**, previously referenced **Section 9.22 Equipment and Supplies**, is deleted and replaced with the following:

a. **Grant Purchased Equipment.**

Equipment means tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds the lesser of the capitalization level established by the of \$5,000 or more. Subrecipient shall inventory all equipment, and report the inventory on the DSHS GC-11 Contractor's Property Inventory Report form.

1. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.
2. Prior approval by System Agency of the purchase of Controlled Assets is not required unless stipulated by WIC program policy, but such purchases must be reported on the DSHS GC-11 Contractor's Property Inventory Report form as detailed in this section.

b. **Supplies.**

1. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

c. Property Inventory and Protection of Assets.

1. Subrecipient shall inventory of equipment supplies defined as controlled assets, and property described in this Section annually and maintain a cumulative report of the equipment and other property on DSHS GC-11 Contractor's Property Inventory Report form.
2. Subrecipient is responsible for maintenance and accuracy of this inventory and it shall be available for review upon System Agency request. The DSHS GC-11 Contractor's Property Inventory Report form is located at: <http://www.dshs.state.tx.us/contracts/forms.shtm>.
3. Subrecipient shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.
4. If Subrecipient is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Subrecipient shall use the proceeds to repair or replace those assets.

d. Assets as Collateral Prohibited.

Subrecipients on a cost reimbursement payment method shall not encumber equipment purchased with System Agency funds without prior written approval from the System Agency.

e. Disposition of Property.

1. Subrecipient shall follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with System Agency funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than \$5,000.
2. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$5,000) will be controlled by the requirements of UGMS.
3. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$5,000, Subrecipient shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.
4. After an item reaches the end of its useful life, Subrecipient shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

f. Closeout of Equipment.

At the end of the term of a Contract that has no additional renewals or that will not

be renewed (Closeout), or when a Contract is otherwise terminated, Subrecipient shall submit to the contract manager assigned to this Contract, an inventory of equipment purchased with grant funds and request disposition instructions for such equipment.

All equipment purchased with grant funds must be secured by Subrecipient at the time of Closeout, or termination of this Contract, and must be disposed of according to System Agency's disposition instructions, which may include return of the equipment to System Agency or transfer of possession to another System Agency contractor, at Subrecipient's expense.

19. This Amendment No. 4 shall be effective as of July 1, 2019 or upon the date this Amendment is signed by both Parties, whichever occurs later.
20. Except as amended and modified by this Amendment No. 4 all terms and conditions of the Contract, as amended, shall remain in full force and effect.
21. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 4
HHSC CONTRACT NO. 2017-049839-001**

HEALTH AND HUMAN SERVICES COMMISSION CITY OF AMARILLO

_____ By: _____

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

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:								
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:								
ZIP Code: 9-digits Required www.usps.com	DUNS Number: 9-digits Required www.sam.gov								
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits									
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>									

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

**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.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:



L

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Public Safety
Department	Radio Communications		
Contact	Chip Orton, Director of Emergency Management		

Agenda Caption

CONSIDER APPROVAL OF THE COMMUNICATIONS SYSTEM AGREEMENT WITH AMARILLO VETERANS AFFAIRS MEDICAL CENTER

(Contact: Chip Orton, Director of Emergency Management)

This agreement will authorize the Amarillo Veterans Affairs (VA) medical center to operate on the City of Amarillo radio communications system with applicable infrastructure support fees assessed per the agreement.

Agenda Item Summary

This agreement will authorize the Amarillo VA medical center to operate on the City of Amarillo radio communications system with applicable infrastructure support fees assessed per the agreement. The benefit of the agreement will enhance interoperability between the City of Amarillo and Amarillo VA medical center for day-to-day and emergency operations, enhancing overall coordination of the community response to crisis situations.

Requested Action

To approve the Communications System Agreement – System Subscriber with the Amarillo Veterans Affairs Medical Center.

Funding Summary

The Amarillo VA will pay the City of Amarillo an annual Infrastructure Support Fee in the amount of \$20.00 per month, per subscriber radio or console and \$500.00 per year for each assigned talk-group on the radio communications system. Additional fees for OTAR services will be assessed as applicable. Revenue is estimated to be \$7,500 annually. Revenue will be used to offset annual maintenance and operating costs of the radio communications system.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the Communications System Agreement with the Amarillo VA medical center.

COMMUNICATIONS SYSTEM AGREEMENT

SYSTEM SUBSCRIBER – Amarillo VA

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Amarillo** (“**City**” or “**COA**”) acting herein by and through its duly authorized City Manager, and **Amarillo VA** (“**USER**”), acting herein by and through its duly authorized **Erik Sanchez**, individually referred to as a “party,” collectively referred to herein as the “parties.” The COA or City shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

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

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

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

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

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

1. GRANT OF LICENSE

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

2. TERM

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

3. COMPENSATION

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

4. LIABILITY

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its employees, directors, officers, agents, and authorized representatives, and USER and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between the City and USER.

6. NON-APPROPRIATION OF FUNDS

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

7. RIGHT TO AUDIT

USER agrees that the City shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions

relating to this Agreement at no additional cost to the City. USER agrees that the City shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give USER reasonable advance notice of intended audits.

8. ASSIGNMENT

This Agreement is not assignable.

9. NO WAIVER

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

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, the neither COA nor USER waives or surrender any of its governmental powers or immunities.

11. AMENDMENTS

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

12. SEVERABILITY

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

13. CONFIDENTIAL INFORMATION

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

14. FORCE MAJEURE

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

15. NOTICES.

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

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

Amarillo VA Medical Center
Attn: Erik Sanchez
6010 Amarillo Blvd West
Amarillo, TX 79106
Facsimile: (806) 468-1889

With copy to the City Attorney
at same address

16. GOVERNING LAW / VENUE

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

17. SIGNATURE AUTHORITY

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

18. ENTIRETY OF AGREEMENT

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

19. COUNTERPARTS.

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

EXECUTED IN MULTIPLE ORIGINALS on this the 6th day of August 2019.

CITY OF AMARILLO:

AMARILLO VA MEDICAL CENTER:

By: _____
Jared Miller
City Manager
Date: _____

By: Erik Sanchez
Name: Erik Sanchez
Title: Deputy Chief of Police
Date: 08/06/2019

ATTEST:

ATTEST:

By: _____
Frances Hibbs
City Secretary

By: _____
Name: _____
Title: _____

EXHIBIT A

CATEGORY 1, TERMS OF USE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

TERMS OF USE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICABLE FEES; TERMINATION; REFUNDS

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

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

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

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

COMPLIANCE WITH LAWS

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

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

[End of Document]

H



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER – Approval of RS&H, Inc. airport engineering Task Orders #42, #43, and #45.

Agenda Item Summary

This item includes three airport engineering task orders under the RS&H 5-year engineering contract for the Rick Husband Amarillo International Airport. The task orders include a terminal boiler system repair assessment, a fuel storage tank assessment and cleaning, and an airline rate analysis & recommendations. Task order 42 = \$48,530.12; Task order 43 = \$2,414.96; Task order 45 = \$6,214.92.

Requested Action

Please approve the three task orders with RS&H, Inc.

Funding Summary

These task orders will be funded by airport operations, professional services account.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of the three task orders (#42, #43, and #45) to RS&H, Inc.

RS&H Project No. 2270247.042
Short Title: Central Plant Room Assessment
Effective Date: July 25, 2019

TASK ORDER NO. 42

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

Project Location

Rick Husband Amarillo International Airport ("AMA" or "Airport")

Project Description / Scope of Services

This Project consists of an assessment of portions of the central mechanical plan room focusing on the central heating system plant. Assessment includes system configuration reviews and recommendations based on manufacturer's recommendations and previous design documents, configuration of the plumbing system related to the domestic hot water heater and the foundation pads for the equipment.

Deliverables

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

Compensation Terms

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

TASK	CONTRACT VALUE
Central Plant Assessment Report and Construction Assessment	\$48,530.12
TOTAL	\$48,530.12

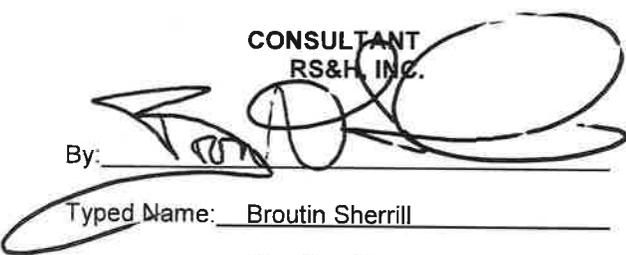
Schedule

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

**CLIENT
CITY OF AMARILLO, TEXAS**

**CONSULTANT
RS&H, INC.**

By: _____

By:  _____

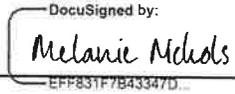
Typed Name: _____

Typed Name: Broutin Sherrill

Title: _____

Title: Vice President

Attest: _____

Attest:  _____

Typed Name: Frances Hibbs

Typed Name: Melanie L. Nichols

Title: City Secretary

Title: Asst. Corporate Secretary

[CORPORATE SEAL]

[CORPORATE SEAL]



RS&H Project No. 2270247043
Short Title: Amarillo Tank Cleaning
Effective Date: July 26, 2019

TASK ORDER NO. 43

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

Project Location

Rick Husband Amarillo International Airport ("AMA" or "Airport")

Project Description / Scope of Services

This Project consists of the removal of existing tank contents for completion of Task Order 41.

Deliverables

There are no deliverables for this assignment.

Compensation Terms

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

TASK	CONTRACT VALUE
Tank Investigation, Sampling and Report	\$2,414.96
TOTAL	\$2,414.96

Schedule

Schedule shall be within 30 days from NTP.

CLIENT
CITY OF AMARILLO, TEXAS

CONSULTANT
RS&H, INC.

By: _____

DocuSigned by:
St M. Cream
By: _____
94598884GAG47D...

Typed Name: _____

Typed Name: Steve Creamer

Title: _____

Title: Vice President

Attest: _____

DocuSigned by:
Melanie Nichols
Attest: _____
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Typed Name: Frances Hibbs

Typed Name: Melanie L. Nichols

Title: City Secretary

Title: Asst. Corporate Secretary

[CORPORATE SEAL]

[CORP SEAL]



RS&H Project No. 2270247.045
Short Title: Amarillo Rate Analysis
Effective Date: August 6, 2019

TASK ORDER NO. 45

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

Project Location

Rick Husband Amarillo International Airport ("AMA" or "Airport")

Project Description / Scope of Services

This Project consists of the review and analysis of the 2018-2019 budgeting model used by the Airport to develop rates. Following this analysis, the Consultant shall provide recommendations for 2019-2020 charges and provide assistance with rate discussion with stakeholders. A complete breakdown of the scope of services is described in Exhibit A – Attachment A, which is made a part hereof.

Deliverables

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

Compensation Terms

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

TASK	CONTRACT VALUE
Task 1 & 2 –Rate Analysis & Recommendations	\$6,214.92
TOTAL	\$6,214.92

Schedule

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

**CLIENT
CITY OF AMARILLO, TEXAS**

By: _____

Typed Name: _____

Title: _____

Attest: _____

Typed Name: Frances Hibbs

Title: City Secretary

[CORPORATE SEAL]

**CONSULTANT
RS&H, INC.**

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

Typed Name: Steve Creamer

Title: Vice President

DocuSigned by:
Melanie Nichols
Attest: _____
EFF831F7B43347D

Typed Name: Melanie L. Nichols

Title: Asst. Corp. Date Secretary

[CORPORATE SEAL]





Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Cris Valverde – Assistant Director of Planning and Development Services		

Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Centerport Addition Unit No. 8, an addition to the City of Amarillo, being an unplatted tract of land in Section 72, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Centerport Addition Unit No. 8.

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

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

This ACZ Easement is establishing a height regulation of 3,750 feet above mean sea level for the plat of Centerport Addition Unit No. 8.

Amarillo City Council Agenda Transmittal Memo



Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Centerport Addition Unit No. 8, an addition to the City of Amarillo, being an unplatted tract of land, in Section 72, Block 2, AB&M Survey, Potter County, Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 3,750 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 3,750 feet above mean sea level.

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

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

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 31 day of July, 2019.

GRANTOR

Amarillo Morning LLC

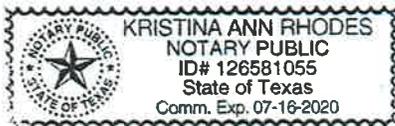
By:

Henry V. Graham
Henry Graham, Manager

THE STATE OF Texas §

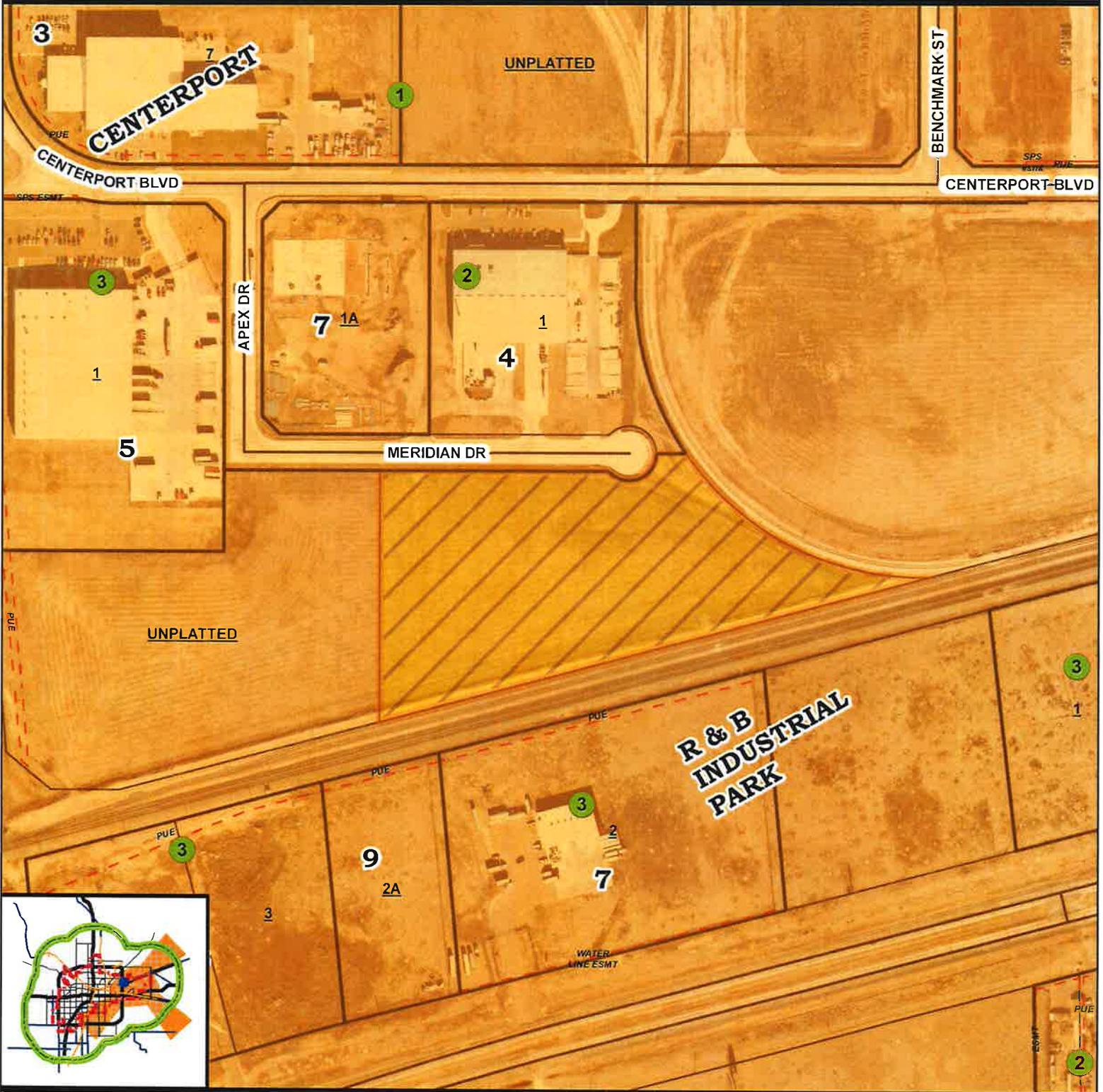
COUNTY OF Potter §

This instrument was acknowledged before me on this the 31 day of July, 2019, by Henry Graham.



Kristina Rhodes
Notary Public, State of Texas

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 300'
 Date: 7/18/2019
 Case No: ACZ-19-08



ACZ-19-08 Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Centerport Addition Unit No. 8, an addition to the City of Amarillo, being an unplatted tract of land, in Section 72, Block 2, AB&M Survey, Potter County, Texas

VICINITY: Apex Dr. & Meridian Dr.

APPLICANT: Amarillo Morning, LLC

AP: T10

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be

A



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	Fiscal Responsibility
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Department	City Manager Michelle Bonner, Deputy City Manager
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Agenda Caption
PUBLIC HEARING - DISCUSS AND CONSIDER PROPOSED TAX RATE:
This item is to discuss and consider the proposed tax rate for maintenance and operation and debt service for the proposed 2019/2020 City of Amarillo fiscal budget.

Agenda Item Summary
 Meeting of the governing body to discuss the tax rate; if the proposed rate will exceed the rollback rate or the effective tax rate (whichever is lower), take a record vote and schedule the public hearings.

Requested Action
 That City Council conduct a public hearing and discuss the tax rate, take a record vote on the proposed tax rate and to set the public hearings on September 3, 2019 and September 10, 2019.

This action sets the preliminary tax rate for the upcoming fiscal year. The preliminary rate becomes the maximum ceiling for the tax rate that Council can adopt this year. The law allows Council to only adopt a rate that is the same or less than this preliminary rate, not a higher rate. That is, Council cannot later decide that it desires additional revenue for expanded budget needs and set a tax rate higher than the preliminary rate.

Funding Summary
 N/A

Community Engagement Summary
 The City Council met on August 14th and 15th to review the proposed 2019/2020 budget. At the August 14th Council meeting, City Staff presented an overview of the proposed 2019 tax rate and required tax notices.

Staff Recommendation
 Council take a record vote on the proposed tax rate and set the public hearings on the tax rate for September 3, 2019 and September 10, 2019.

Amarillo City Council Agenda Transmittal Memo

B



CITY MANAGER

Meeting Date	August 20, 2019	Council Pillar		Redevelopment
Department	Building Safety			
Contact	Floyd Hartman, Assistant City Manager			

Agenda Caption

CONSIDERATION OF ORDINANCE No.
(Contact: Floyd Hartman, Assistant City Manager)

This is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Sections 4-1-20 and 4-1-21 to revise the calculation of residential building and inspection permit fees setting the residential building permit fee to \$0.37 per square foot under roof.

Agenda Item Summary

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

The City of Amarillo amended the ordinance in May to continue providing the residential plan review / building permit service. Based on research since the ordinance change in May, City staff recommends a \$0.37 per square foot of all floor areas under roof based on a review of the cost associated with the plan review and building permit process.

Requested Action

Approve the permit fee change from \$0.45 to \$0.37 in the ordinance.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. _____

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

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

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

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

WHEREAS, the City Council immediately acted to revised building fees for residential permits by ordinance based upon research readily available to staff in an effort to implement the mandate of H.B. 852 while still providing for the continuation of city services; and

WHEREAS, after further research and community engagement the staff now recommends amending inspection permit fees for residential dwellings that better reflects the recovery of administrative and operational costs associated with those city services as directed by the City Council;

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

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

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

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

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

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

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

RESIDENTIAL DWELLING PERMIT AND INSPECTION FEES

Fee Type	Fee	Notes
<u>New Single Family Dwelling, Townhome, Two-Family Dwelling (Duplex)</u>	<u>Plan review and permit \$0.45 37 effective June 4, 2019.</u>	<u>Per square foot of all floor area under roof.</u>
<u>Residential Alterations, Garages (residential detached), Carport, Fire Repair (residential), Storage Buildings over 200 square feet</u>	<u>Plan review and permit \$0.26</u> <u>Minimum Fee - \$110.00</u>	<u>Per square foot of all floor area under roof</u>
<u>Swimming Pool</u>	<u>Plan Review and permit</u> <u>Residential - \$250.00</u> <u>Commercial - \$350.00</u>	

Exceptions:

- (1) [NO TEXT CHANGE]
- (2) [NO TEXT CHANGE]
- (b) [NO TEXT CHANGE]
- (c) [NO TEXT CHANGE]:
 - (1) [NO TEXT CHANGE]
 - (2) [NO TEXT CHANGE]
 - (3) [NO TEXT CHANGE]

SECTION 2. The Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Section 4-1-21 be and hereby is amended to read as follows:

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

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

RESIDENTIAL DWELLING PERMIT AND INSPECTION FEES

Fee Type	Fee	Notes
<u>New Single Family Dwelling, Townhome, Two-Family Dwelling (Duplex)</u>	<u>Plan review and permit \$0.45-37 effective on June 4, 2019</u>	<u>Per square foot of all floor area under roof.</u>
<u>Residential Alterations, Garages (residential detached), Carport, Fire Repair (residential), Storage Buildings over 200 square feet</u>	<u>Plan review and permit \$0.26</u> <u>Minimum Fee - \$110.00</u>	<u>Per square foot of all floor area under roof</u>
<u>Swimming Pool</u>	<u>Plan Review and permit Residential - \$250.00</u> <u>Commercial - \$350.00</u>	

(b) Building Permit Fee Schedule.

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

Rounded to whole dollars.

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

a. [NO TEXT CHANGE]

b. [NO TEXT CHANGE]

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

a. – p. [NO TEXT CHANGE]

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

SECTION 3. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 4. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby amended or repealed as may be minimally necessary to resolve and to the extent of conflict, with this ordinance.

SECTION 5. Effective Date. This ordinance shall be effective as prescribed by law.

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



C

Amarillo City Council Agenda Transmittal Memo



Meeting Date	July 23, 2019	Council Pillar	Economic Development
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

CONSIDERATION OF ORDINANCE NO.

(Contact: Michelle Bonner)

This is the first reading of an ordinance providing for participation in the Texas Municipal Retirement System by the employees for the Amarillo Economic Development Corporation.

Agenda Item Summary

The ordinance allows the employees of the Amarillo Economic Development Corporation to participate in the Texas Municipal Retirement System.

Requested Action

Approval of the ordinance authorizing the participation in the Texas Municipal Retirement System by the employees of the Amarillo Economic Development Corporation. Currently AEDC maintains a defined contribution plan for its employees. At the July 15, 2019 meeting the AEDC Board of Directors authorized a resolution requesting the City of Amarillo to allow the participation of the employees of AEDC in the Texas Municipal Retirement Plan. Upon approval of the attached ordinance these employees will be incorporated into the Texas Municipal Retirement System. TMRS has reviewed the request and has indicated that there will be no impact to the employer contributions rate. The effective date of this change is October 1, 2019. At that time AEDC will terminate the existing defined contribution plan.

Funding Summary

N/A

Community Engagement Summary

On July 15, 2019 the Amarillo Economic Development Corporation Board of Directors met and approved a resolution requesting consent of the City Council to provide for the employees of the Amarillo EDC participation in the Texas Municipal Retirement System.

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, PROVIDING FOR PARTICIPATION IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF AMARILLO, TEXAS, ON THE SAME BASIS UPON WHICH EMPLOYEES OF THE CITY ITSELF PARTICIPATE IN SAID SYSTEM, AND ESTABLISHING THE DATE ON WHICH THIS ORDINANCE WILL BECOME EFFECTIVE.

WHEREAS, House Bill 2434, Acts of the 76th Legislature, Regular Session, amended Section 23 of the Development Corporation Act of 1979 (Article 5190.6, V.T.C.S.) to provide, among other things, that any corporation created by a municipality under that Act may, with the consent of the municipality, participate in any retirement program operated or participated in by the municipality; and

WHEREAS, the City of Amarillo, Texas (the "City"), is a municipality that participates in the Texas Municipal Retirement System (the "System") pursuant to the provisions of Government Code, Subtitle G, Title 8, as amended (the "TMRS Act"); and

WHEREAS, the City Council of the City of Amarillo, Texas, finds that it will be in the best interest of the City to have the employees of the Economic Development Corporation of the City (the "Corporation") participate in the System on the same basis upon which employees of the City participate in the System; and

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

SECTION 1. The City hereby consents to the participation of the employees of the Corporation in the System on the same basis upon which employees of the City now and hereafter participate in the System.

SECTION 2. All persons who, on or after the effective date of this ordinance, receive compensation from the Corporation and are engaged in an appointive office or position with the Corporation that normally requires services from the person for not less than 1,000 hours per year shall be and are hereby required to become members of the System.

SECTION 3. All credit authorized under this ordinance shall be treated as if it were performed for the City, and all sums of money that may be computed by the System's actuary as being necessary to fund the credit hereby granted shall constitute a charge against the City's account in the benefit accumulation fund of the System.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 20th day of August, 2019; and PASSED on Second and Final Reading the 27th day of August, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 20, 2019	Council Priority	
Department	Police Department		
Contact	Chief Drain		

Agenda Caption
 Authorizing the 2019-H3602-TX-DJ Edward Byrne Memorial Justice Assistance Grant (JAG) Application: The Amarillo Police Department will use the \$51,004.50, which is the City's portion of the grant, to purchase 37 Taser X2s.

Agenda Item Summary
 The Amarillo Police Department will use the \$51,004.50, which is the City's portion of the grant, to purchase 37 Taser X2s. These Tasers will assist in Officer and Citizen safety.

Requested Action
 Council consideration and approval of the grant. Recommend approval

Funding Summary
 n/a

Community Engagement Summary

Staff Recommendation
 Staff recommends that the City Council approve this grant.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING 2019 APPLICATION FOR EDWARD BYRNE JUSTICE ASSISTANCE GRANT; AUTHORIZE INTERLOCAL AGREEMENT TO SHARE GRANT FUNDS WITH POTTER COUNTY; AUTHORIZING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the U.S. Department of Justice is seeking applications for the 2019 Edward Byrne Justice Assistance Grant, and the City of Amarillo is eligible to apply for the sum of \$102,009.00; and,

WHEREAS, if such grant is approved by the Justice Department, then as in past years, Amarillo would share one-half of the grant proceeds with Potter County;

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

SECTION 1. The City Manager or designee is authorized to apply for the 2019 Edward Byrne Justice Assistance Grant and execute all necessary documents and assurances reasonably needed to complete the application and award process.

SECTION 2. If the City receives the grant, then the City Council hereby approves the sharing of fifty percent (50%) of the grant proceeds pursuant to the terms of the attached Interlocal Agreement, which the City Manager or designee is authorized to execute.

SECTION 3. The City Manager or designee is authorized to make such necessary amendments to the grant application, acceptance, and Interlocal Agreement as may be required in order to: (a) conform such documents to the actual award amount if different from that stated herein and the attached Agreement; and (b) any further assurances or adjustments in the administrative aspects of the grant program for this year to satisfy the federal agency requirements.

SECTION 4. 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 5. 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 6. This Resolution shall be effective on and after its adoption.

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF POTTER

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS AND COUNTY OF POTTER, TEXAS
2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
LOCAL SOLICITATION

This Agreement is made and entered into this _____ day of _____, 2019, by and between The COUNTY of POTTER, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AMARILLO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of POTTER County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, of the Texas Government Code; and

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

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$51,004.50 from the FY 2019 Edward Byrne Memorial Justice Assistance Program, Local Solicitation award for the Potter County Criminal Justice – Justice Assistance Grant (JAG) Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as stated herein.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$51,004.50 of JAG funds. All amounts to be paid will be from currently available revenues.

Section 2.

COUNTY agrees to use said \$51,004.50 for the Potter County Criminal Justice – Justice Assistance Grant (JAG) Program until September 30th, 2021.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 5.

Each party to this agreement will be responsible for its own acts and omissions of its employees in providing services under this agreement and, neither party shall not be liable for any civil liability, claims, damages, attorney fees, or costs that arise out of or relate to the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

COUNTY understands and agrees that as sub-recipient of a federal grant, it must comply with each term, condition, assurance, and rule of the program providing the funds in the same manner as if COUNTY were the primary recipient. Moreover, to assure performance of this obligation, COUNTY agrees to provide at its expense copies to CITY of all financial records, invoices, contracts, correspondence, policies, reports, and other documents that establish COUNTY'S compliance with the terms of the grant conditions and assurances.

CITY OF AMARILLO, TEXAS

COUNTY OF POTTER, TEXAS

City Manager

County Judge

ATTEST:

APPROVED AS TO FORM:

City Secretary

Assistant District Attorney**

APPROVED AS TO FORM:

City Attorney*

*The legal review of this document by the City Attorney is in response to a City of Amarillo staff query. It is reviewed and approved by the City Attorney solely for the purpose of determining the City's legal rights, duties, etc., and not that of any third party. This approval is not intended for reliance on by or for the benefit of any other person or entity.

**By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	August 20, 2019	Council Priority	Economic Development
Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services

Agenda Caption

CONSIDERATION OF RESOLUTION – ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO

This item adopts tax abatement guidelines and criteria per Texas law (Texas Tax Code, Chapter 312) in order to participate in tax abatement agreements for economic development.

Agenda Item Summary

The City has used tax abatements as an economic incentive tool to attract industry and commercial businesses to Amarillo. Tax abatements are also utilized to retain existing industry. Texas law (Texas Tax Code, Chapter 312) specifies the process a taxing entity must go through in order to participate in tax abatement agreements.

To be able to participate in tax abatement agreements, the taxing entity must adopt a resolution indicating the entity's intent to participate in tax abatement. The resolution must also establish guidelines and criteria, which a tax abatement proposal must meet in order to be eligible for tax abatement consideration by the taxing entity. Once adopted, the guidelines and criteria are effective for a period of two years.

The tax abatement guidelines and criteria previously in effect expired in January 2016. The last guidelines were not renewed as city staff worked through additional incentive policy recommendations, which are included in a separate resolution on your agenda. It was determined we should proceed with a separate resolution for tax abatements since state law has specific requirements in place.

In order to continue to use tax abatement agreements as an economic development tool, the City Council will need to renew the tax abatement guidelines and criteria included with this resolution.

Requested Action

Approve as presented.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

RESOLUTION NO. 08-20-19-_____

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO; PROVIDE A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

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

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

- A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.
- B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.
- C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.
- D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created.
- E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and retention of or creation of new jobs nets new jobs. The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.
- F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.
- G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.
- H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

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

SECTION 3. This Resolution is immediately effective upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 20th day of August, 2019.

CITY OF AMARILLO

Ginger Nelson, Mayor, City of Amarillo

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



F

Meeting Date	August 20, 2019	Council Priority	Economic Development
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

CONSIDERATION OF RESOLUTION – ADOPTING COMPREHENSIVE GUIDELINES AND CRITERIA FOR ECONOMIC DEVELOPMENT INCENTIVES FOR THE CITY OF AMARILLO

This item adopts comprehensive guidelines and criteria for economic development incentives written to meet the goals of the community as contained in various adopted master plans, strategic plans, and other planning documents.

Agenda Item Summary

The City of Amarillo in collaboration with the Amarillo Economic Development Corporation began working on a new guidelines and criteria for economic development incentives after adopting the Align Amarillo Economic Development Strategic Plan. Included were the following policy recommendations:

- Follow transparent, public guidelines for project qualifications and award decisions
- Utilize evaluation standards consistently across projects
- Are tied to specific goals and criteria, including:
 - Whether the project is creating or preserving high-paying, primary jobs
 - Whether the project addresses goals in the economic development strategy
 - Whether the project supports target industry cluster development
 - Whether the project accelerates redevelopment in targeted geographies
 - Whether the project supports construction of infrastructure or real estate that would not be built without assistance
- Ensure economic impacts and benefits of incentivized projects exceed the costs
- Avoid front loading incentive awards
- Include programs that are available for local small businesses and existing business retention, not only relocation of new businesses
- Utilize claw-back measures in agreements in case recipients do not fulfill their contractual obligations

Along with adopting and following a general incentive policy, the plan stated that communities must also remain flexible with their incentive processes. All projects are unique, and many require creative tools to assist businesses or take advantage of catalyst opportunities. In general, consideration of incentives should begin as a conversation with the business or individual – seeking to understand their needs and identify whether any available incentive tools can assist them or close any gaps.

We are proposing to take our guidelines to a higher level by collaborating with other taxing entities to adopt similar criteria, guidelines, and minimum investment levels to be considered for an incentive.

In this resolution and exhibit, you will find a policy covering all the areas discussed above. It also includes references to other economic development tools that may not apply to each taxing entity. If approved, we will continue coordinating with Amarillo College, Potter County, and Randall County to adopt similar language that would apply to their organization. With this level of collaboration, we believe this will set us apart across the state and country on marketing our community to potential prospects.

Businesses requesting assistance will be able to know ahead of time what the level of support might be related to their request if they follow these guidelines. They would still require separate approval from each entity, but each of us will be coordinated in our approach and work together to prepare a comprehensive incentive package versus each being handled separately.

Requested Action

Approve as presented.

Funding Summary

N/A

Community Engagement Summary

N/A

Amarillo City Council Agenda Transmittal Memo



Staff Recommendation

Staff recommends approval as presented.

RESOLUTION NO. 08-20-19-_____

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING COMPREHENSIVE GUIDELINES AND CRITERIA FOR ECONOMIC DEVELOPMENT INCENTIVES FOR THE CITY OF AMARILLO; PROVIDE A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo and its partners are committed to economic development in all areas of the community and to the ongoing improvements in the quality of life for all citizens;

WHEREAS, the City of Amarillo and Amarillo Economic Development Corporation have developed comprehensive guidelines and criteria for economic development incentives written to meet the goals of the community as contained in various adopted master plans, strategic plans, and other planning documents;

WHEREAS, businesses requesting economic incentives are required to meet certain criteria to be eligible and considered for any incentives, as well as meet procedural guidelines and agreement terms;

WHEREAS, the comprehensive guidelines and criteria will be used in collaboration with the City of Amarillo guidelines and criteria for tax abatement within reinvestment zones when considering those requests;

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

SECTION 1. The attached City of Amarillo Comprehensive Guidelines and Criteria for Economic Development Incentives is approved and adopted and as may hereafter be amended.

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

SECTION 3. This Resolution is immediately effective upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 20th day of August 2019.

CITY OF AMARILLO

Ginger Nelson, Mayor, City of Amarillo

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



COMPREHENSIVE GUIDELINES AND CRITERIA FOR ECONOMIC DEVELOPMENT INCENTIVES

Developed in cooperation with the Amarillo Economic Development Corporation

1. INTRODUCTION

The City of Amarillo (the “City”) and its partners are committed to economic development in all areas of the community and to the ongoing improvement in the quality of life for all citizens. These objectives are achieved through the enhancement and expansion of the local economy. To encourage investment within the City, consideration may be given regarding financial incentives as a stimulus for economic development. It is the policy of the City that said consideration will be provided on a case-by-case basis and in accordance with the procedures and criteria outlined within this document. However, nothing herein shall imply or suggest the City is under any obligation to provide any incentive to any applicant.

As authorized by the Texas Tax Code Chapters 311 and 312 and Texas Local Government Code Chapter 380, and other applicable laws, this incentives policy is to work in concert with the City’s component units and other local taxing authorities as part of a publicly-supported incentive program designed to create and/or enhance the tax base and job opportunities which strengthen the health and wealth of the City.

All economic development incentives requests will be reviewed by City staff and only eligible projects will be sent to the Amarillo City Council for consideration. Depending on the project, additional approvals or recommendations will be presented by appointed boards, such as Amarillo Economic Development Corporation Board and Tax Increment Reinvestment Zone Boards. Any approvals will be memorialized in an economic development incentives agreement between the City or appropriate Board and the recipient.

Applications for incentives will not be considered for projects that have already commenced (e.g. received a building permit or broken ground).

If the applicant is seeking multiple incentive sources (e.g. Amarillo Economic Development Corporation funds, City tax abatements/reimbursements, Tax Increment Reinvestment Zone assistance), it is the preference of the Amarillo City Council to hear and consider acting only once on a joint request.

2. CRITERIA FOR ECONOMIC DEVELOPMENT INCENTIVES

- A. Must be reasonably expected to increase the appraised value of the property in the amount specified in the agreement after the period of abatement has expired.
- B. Project does not have any negative environmental impacts on the community (e.g.; significant pollution, excessive water usage or hazardous waste).
- C. The degree to which the specified project meets the purposes and objectives of the City, the relative impact of the project will be used to determine the total value and duration of the incentives, tax abatement or tax grant provided to any applicant.

Projects **ELIGIBLE** to receive economic development incentives include:

- A. Business development (attraction, retention, expansion) for primary industries (industries that export products), assistance will be evaluated on its impact on existing local markets.
- B. Business Development (attraction, retention, expansion) for non-primary industries that would address City Council goals and have a significant impact on Amarillo, assistance will be evaluated on its impact on existing local markets.
- C. Mixed-use developments that creatively integrate commercial and retail projects into a residential development.
- D. Revitalization of historically designated, significant or deteriorated buildings.
- E. Projects which promote downtown office, residential, and retail development.
- F. Projects which promote neighborhood stabilization or revitalization.
- G. Projects consistent with approved Tax Increment Financing Project Plans.
- H. Projects which involve environmental clean-up, removal of slum and blighting conditions.
- I. Projects which contribute to the implementation of other public policies, as adopted by the Amarillo City Council.
- J. Projects which provide retail, housing and mixed uses in existing commercial nodes.

Projects **INELIGIBLE** to receive economic development incentives, including Tax Increment Financing include:

- A. Speculative office and retail development defined as projects that have not secured anchor tenants for at least the same percentage of pre-leased space as required by the developer's construction lender.
- B. Relocation (pirating) of tenants from another site within the City or region (offices, retail and/or other commercial uses) for the purpose other than retaining or substantially expanding said business.
- C. Standalone residential development projects unless limited by site and environmental conditions beyond which make the project financially infeasible, including luxury housing or 100% market rate housing.
- D. Projects not consistent with the City's Comprehensive Plan.

3. OBJECTIVE CRITERIA

The following must be addressed in written format, with backup documentation, by the applicant using "City of Amarillo Application for Economic Development Incentives" attached to this policy as Exhibit B:

- A. Number of new primary and non-primary jobs in Amarillo to be created/retained by the project.
- B. Average salary detailed by skilled, unskilled and management positions.
- C. Total gross annual payroll created by the project.
- D. The net tax base valuation (real and business personal property) to be added by the project.
- E. Projected annual sales tax to be directly generated by the project for a period of 5-years and 10-years.

F. Diversity in the economic base.

G. Synergy for additional economic development and/or intangible benefits to the City, such as, but not limited to, projects that are unique regional economic draws, incorporate design or construction features which exceed City regulations, or make a unique contribution to redevelopment or development efforts.

H. Financial Need - Economic development incentives may be provided to fill an identified financial gap. The fundamental principle that the City must determine, through information provided by the developer, is the project would not occur “but for” City assistance. Financial need will be evaluated on the following criteria:

1. Developer equity requirement: 15% minimum
2. Percentage of project cost from tax abatement/rebate: less than 10%
3. City Incentive Payback period: less than 10-years (The payback period is used to determine the length of time it will take to recoup the initial amount invested on a project or investment)
4. Increase in taxable valuation after project completion: 20% minimum

4. SUBJECTIVE CRITERIA

In addition to the objective criteria for which specific values may be assigned, additional considerations must be evaluated. The following must be addressed in written format, with backup documentation, by the applicant using “City of Amarillo Application for Economic Development Incentives” attached to this policy as Exhibit B:

A. Explain the types and values of public improvements, if any, which will be made by the applicant.

B. Explain to what extent the project will complement existing businesses.

C. Explain to what extent the project will use local suppliers, contractors and labor force.

D. If the project poses any negative operational, visual/image, style impacts or additional noise, etc., provide details.

E. Provide information including at least 5-years financial and operating history of the company. If company is a start-up provide at least 5-years of financial information of the sole proprietor and/or any investors and business plan.

F. The applicant must indicate whether they are willing to commit to a definitive construction/completion schedule for the project and to define exactly what will be built (i.e.; what will be on the tax roll and when).

G. State in the application whether the project is a franchise, expansion, relocation/consolidation from elsewhere, or the start-up of a new operation.

H. Explain to what extent the project carries out the goals and objectives of the Align Amarillo Economic Development Strategic Plan.

I. Public Benefit - The following will be evaluated based on stimulating revitalization of the City, its older neighborhoods, industrial areas, commercial districts and downtown. The developer must demonstrate there will be a significant public benefit to the community by achieving as many of the following public benefits as possible:

1. Job creation or retention which will help increase the median income in the Amarillo MSA
2. Strengthen the economic base of the City through increased property values and taxable sales
3. Leveraging the maximum amount of non-public funds
4. Promote the efficient usage of land through the elimination of blight and redevelopment of underutilized properties
5. Stabilize and upgrade targeted neighborhoods



6. Creating a variety of mixed-use commercial/housing opportunities to increase the number of City residents
7. Enhancing the streetscape and pedestrian experience and improving the vitality of the downtown area by adding interest and activity on the first floor of mixed-use buildings
8. Contribute to other unique projects or programs not listed that provide public benefits
9. Improving infrastructure
10. Promote and increase the tourism industry
11. Promote and increase sales tax and hotel/motel collections, such as being a unique regional draw

J. Special Considerations - Special or additional consideration, and/or better terms may be considered for projects which exceed certain standards such as:

1. Support an educated workforce: employers develop curriculum, evaluation/assessment tools and job shadowing programs; leadership/partnership with workforce development programs
2. Demonstrable efforts to increase the percentage of newly hired and retained employees who reside within the City limits of the City
3. Higher standards of urban design (e.g. mixed use, add vitality to commercial districts by adding interest and activity on the first floor of mixed use buildings, etc.)
4. Historic rehabilitation; redevelopment of existing structures; environmental abatement or clean-up; assembly and clearance of land upon which existing structures need redevelopment
5. Promotion of sustainable practices in their construction and operation such as meeting Leadership in Energy and Environmental Design (LEED) certification requirements
6. Diversification of the City's economic base
7. Any additional performance standards which enhances the overall quality of life

5. VALUE OF ECONOMIC DEVELOPMENT INCENTIVES PROVIDED

The objective criteria and subjective criteria outlined in Sections 3 and 4 will be used by the Amarillo City Council in determining whether it is in the best interest of the City to provide economic development incentives for a project. Specific considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project. Additional criteria for tax abatements/grants can be found in the overview of incentives section of this document.

6. PROCEDURAL GUIDELINES

Any applicant desiring the City consider providing economic development incentives to encourage location or expansion within the city limits of Amarillo shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest the City is under obligation to provide any incentive to any applicant.

A. Application

To apply for economic development incentives complete "City of Amarillo Application for Economic Development Incentives" attached to this policy as Exhibit B and available via the City of Amarillo's website, www.amarillo.gov. The application must be submitted to the Planning and Development Services Department ("Department") and any person or company requesting the City provide economic development incentives shall comply with the following procedure:



1. The applicant will submit a completed application for the requested incentives utilizing the application outline provided by the Department attached to this policy as Exhibit B, and available at www.amarillo.gov
2. The applicant will address all applicable criteria set forth in this policy and the application.
3. The applicant will provide a plat, map or survey showing the location of the property and the proposed project.
4. The applicant will provide a legal description of the property; the name, address, phone number, of the owner of the property; the tenants or proposed tenants, if any; and state whether the property is to be owner occupied or leased.
5. The applicant will describe in detail the proposed project and the type of economic development incentives requested.
6. The application will be submitted by mail to Planning and Development Services Department, PO Box 1971, Amarillo, TX 79105, or deliver to 808 S. Buchana St., Amarillo, TX 79101 or via email.
7. The Department will review the economic development incentive request and may request additional information from the applicant prior to considerations by Amarillo City Council. Failure to timely submit any additionally requested information will cause the application to be rejected and will be deemed withdrawn by the applicant without further action by the City.
8. The Amarillo City Council will review the requested incentive request pursuant to this policy and recommendations by City staff.
9. When necessary under this policy the Amarillo City Council will, at a regular meeting and when allowed by law at a special meeting, consider proposed economic development incentive agreement.
10. Information submitted by the applicant regarding the requested incentive is confidential to the extent allowed by law.

B. Application Review

1. All information submitted as detailed above will be reviewed by the Department for completeness, accuracy and the rationale for projections made. Additional information may be requested as needed.
2. If applicable, the application will be distributed to the appropriate departments for internal review and comments. Additional information may be requested as needed.
3. If necessary, copies of the complete application package will be provided to the other appropriate taxing entities.

C. Consideration of the Application

1. After review by the Department the application will be reviewed by the appropriate city staff. City staff may then meet with the applicant to negotiate final terms of the incentives.
2. Prior to approval of an economic development incentive agreement, the economic incentive request may be scheduled for review by the Amarillo City Council in an executive session meeting. All necessary legal documents will be considered for approval following evaluation of all relevant staff and review team recommendations and reports.
3. For tax abatements, additional steps, including a public hearing, must be incorporated into the process. These procedures are mandated by Texas law and are detailed in the Property Redevelopment and Tax Abatement Act.



7. EXECUTION OF AGREEMENTS

Should the Amarillo City Council determine it is in the best interest of the City to approve economic development incentives to an applicant, a resolution shall be adopted declaring that under the guidelines and criteria established herein, the application is eligible for an economic development incentive in the form of an economic development incentive agreement. The resolution shall further authorize the Mayor to execute a contract with the applicant governing the provision of the incentives.

Any agreement so adopted must include at least the following specific items:

- A. Amount of the incentive
- B. Duration of the incentive
- C. Legal description of the property
- D. Performance terms
- E. Recapture language for failure to comply with terms of the agreement
- F. Annual review required: After an incentive is approved, the company must report their annual investment and job growth progress for each year of the agreement. If the company fails to meet the contract terms regarding job creation, the abatement may be terminated or reduced relative to the company's job creation progress. For example, if a company only created 80% of the total jobs they were expected to create, they may only receive 80% of the abatement and would have to pay taxes on the remaining 20%.
- G. No transfer of incentive: Except to an entity with substantially the same ownership or directors as the original grantee, and then only with the prior express consent of the City. The City reserves the right to consider other requests for transfer or assignment on a case-by-case basis.

8. IMPACT ANALYSIS

The City reserves the right to perform an economic impact analysis for any project to determine the impact the project will have on the City. If deemed necessary this analysis will be made before an economic development incentive is offered to the applicant.

9. NEGOTIATION PROCESS

The initial contact and preliminary discussions relating to available economic development incentives is to be between the authorized representatives of the applicant and the Department. All negotiations for economic development incentives shall be between the authorized representative(s) of the applicant and the Department and any City employee as designated by the City Manager. Amarillo City Council's decision shall be based upon an evaluation of the criteria that each applicant has addressed in narrative format in their application.



10. OVERVIEW OF CITY INCENTIVES

Tax Abatement Criteria for New Development

Ad valorem tax abatement may be offered to enterprises for improvements to real property and business personal property, and do not apply to land. Tax abatements for improvements to real property may be offered to an applicant that constructs a new or expanded facility to house the applicable project. The tax abatement will apply to the taxable value of the new or expanded improvements. Tax abatements for business personal property may be offered to an applicant that purchases or long-term leases existing or new facilities, and will apply to the taxable value of the business personal property added to the facility after the execution of the agreement. Tax abatements are primarily considered for manufacturing or distribution facilities, corporate offices, research parks, major tourism attractions, or similar facilities if it can be demonstrated their development would create substantial capital improvements and attract or retain jobs. The minimum project requirements are:

- Capital cost (new building and/or equipment) to be \$2 million (real and personal property are eligible; land is excluded)
- Gross annual payroll of \$1,000,000
- Minimum of 20 new full-time jobs to be created/retained

The maximum allowable term for abatement is 10-years, although most projects, based on total investment and job creation/retention, will average 4- to 5-years. As a standard practice, total investment in a firm may not exceed 80% of the present value of the estimated total ad valorem tax liability over the term of the agreement and may be on a sliding scale reducing in percentage over the term. The following table depicts plausible metrics based on project scope.

CAPITAL INVESTMENT	+	FULL-TIME JOBS CREATED/RETAINED	+	PAYROLL	=	% ANNUAL ABATEMENT	YEARS
≥ \$2,000,000		≥ 20		≥ \$1,000,000		Up to 40%	Up to 4
≥ \$6,000,000		≥ 25		≥ \$1,250,000		Up to 60%	Up to 6
≥ \$8,000,000		≥ 35		≥ \$1,750,000		Up to 80%	Up to 8
≥ \$15,000,000		≥ 75		≥ \$3,500,000		Up to 100%	Up to 10

However, in the case of unique beneficial opportunities that will have a major impact on the economy within the community, the Amarillo City Council reserves the right to vary from these metrics. Examples include, but are not limited to, being a targeted industry in the Align Amarillo Strategic Plan, deploying leading-edge technology, the availability of state economic development funds available for the firm, the creation/retention of 100 jobs or more, or the firm relocating its headquarters to Amarillo. An alternative to tax abatement agreements may include a Chapter 380 tax rebate.



**Targeted Economic Development
 Tax Abatement Criteria for Infill Redevelopment or Revitalization of Older Properties
 Located in Key Corridors and Projects Located in Approved TIRZ or Neighborhoods Plans**

Ad valorem tax abatement may be offered to enterprises for improvements to real property and business personal property, and do not apply to land. Tax abatements for improvements to real property may be offered to an applicant that constructs a new or expanded facility to house the applicable project. The tax abatement will apply to the taxable value of the new or expanded improvements. Tax abatements for business personal property may be offered to an applicant that purchases or long-term leases existing or new facilities, and will apply to the taxable value of the business personal property added to the facility after the execution of the agreement. Tax abatements are primarily considered for manufacturing or distribution facilities, corporate offices, research parks, major tourism attractions, or similar facilities if it can be demonstrated their development would create substantial capital improvements and attract or retain jobs.

The maximum allowable term for abatement is 10-years, although most projects, based on total investment and job creation/retention, will average 4- to 5-years. As a standard practice, total investment in a firm may not exceed 80% of the present value of the estimated total ad valorem tax liability over the term of the agreement and may be on a sliding scale reducing in percentage over the term. The following table depicts plausible metrics based on project scope.

CAPITAL INVESTMENT	and	FULL-TIME JOBS CREATED/RETAINED	or	PAYROLL	=	% ANNUAL ABATEMENT	YEARS
< \$2,000,000		< 15		< \$700,000		Up to 60%	Up to 6
≥ \$2,000,000		≥ 15		≥ \$700,000		Up to 70%	Up to 7
≥ \$4,000,000		≥ 20		≥ \$800,000		Up to 80%	Up to 8
≥ \$6,000,000		≥ 25		≥ \$900,000		Up to 90%	Up to 9
≥ \$8,000,000		≥ 30		≥ \$1,000,000		Up to 100%	Up to 10

However, in the case of uniquely beneficial opportunities that will have a major impact on the economy within the community, the Amarillo City Council reserves the right to vary from these metrics. Examples include, but are not limited to, being a targeted industry in the Align Amarillo Strategic Plan, creating 100 jobs or more, being a major regional or tourism draw, or assisting in the redevelopment or revitalization of targeted areas in the city that is blighted or underutilized (e.g. approved TIRZ areas and neighborhood plans).



Sales Tax Rebates

The City collects 2% sales tax on any taxable retail sales made in the city limits and is divided as follows: 1% is allocated to the City's general fund, 0.5% is allocated to property tax relief and 0.5% is allocated to Amarillo Economic Development Corporation. An applicant may apply for a rebate of all or a portion of the City's (1%) local option sales tax collected by the applicant's business for the purpose of securing a business in the city limits that would otherwise locate elsewhere. The project requirements are:

- Capital cost (new building and/or equipment) to be \$4 million (real and personal property are eligible; land is excluded)
- New annual payroll of \$800,000
- Minimum of 20 new full-time jobs to be created/retained

A project must meet at least two of the above minimum requirements and produce the following in annual taxable sales:

ANNUAL SALES	1% SALES TAX COLLECTED BY CITY	REBATE
≥ \$10,000,000	≥ \$100,000	Up to 1% for up to 6 years
≥ \$15,000,000	≥ \$150,000	Up to 1% for up to 8 years
≥ \$17,000,000	≥ \$170,000	Up to 1% for up to 10 years

As a standard practice, total investment in a firm will not exceed 50% of the present value of the estimated sales tax collections over the term of the agreement and will be on a sliding scale reducing in percentage over the term.

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Note: The City will pay any rebates based upon receipt of actual sales taxes and the confidential sales report received from the State of Texas Comptroller's Office, and shall be solely responsible for determining the amount of the rebate. Rebates will be gross amount less 2% for Comptroller's Service fee.



Hotel/Motel Occupancy Tax (HOT)

The City is committed to attracting lodging and conference center space to the community. A 6% hotel occupancy tax is levied by the State of Texas and the City levies a 7% hotel occupancy tax and 2% for an events venue district, for a total of 15%. These taxes may be used for purposes as allowed by law.

Chapter 380 Agreements

Chapter 380 of the Texas Local Government Code authorizes municipalities to offer incentives designed to promote economic development by providing loans and grants of City of Amarillo funds or services at little or no cost to promote state and local economic development and to stimulate business and commercial activity.

Freeport Exemption

Companies may take advantage of ad valorem tax exemptions on business personal property (specifically, inventory) through the Freeport Exemption. Freeport exempts from ad valorem taxation qualified inventory detained in Texas for 175-days or less and used for certain purposes such as assembly, storage, manufacturing, fabrication and/or processing. Companies operating within the aviation/aerospace industry may enjoy a 730-day window to detain qualified inventory.

Building Permit, Development, and Connection Fees

The City may approve a waiver, deferral, grant or rebate of all or a portion of related fees, including but not necessarily limited to; building permit fees, development fees, and connection fees.

Cost Participation in Infrastructure

The City may agree to participate in the cost of the extension, construction, or reconstruction of public infrastructure necessary for the development of a project. Participation by the city is considered on a case-by-case basis and shall be limited to infrastructure improvements within municipal right-of-ways or easements.

Tax Increment Financing (TIF) or Tax Increment Reinvestment Zone (TIRZ)

Chapter 311 of the Texas Tax Code allows political subdivisions to create TIF Zones to use the increased tax value of land from development toward financing of the public improvements in the reinvestment zone. TIF Districts may assist in financing development of unimproved or blighted land by dedicating the real estate property taxes to be generated by the built project to a TIF Fund for payment of the principal and interest on TIF Bonds. Under a TIF, the property owner pays taxes on the full value of the property, and the taxing entities pay into the TIF Fund the taxes attributed to the added value of the property due to the new development. TIF Bonds may be issued for a maximum of 20-years and may be used to pay for public improvements associated with a development (i.e. parking, infrastructure, land acquisition, utilities, etc.). A TIF Reinvestment Zone must meet set criteria as defined by law and the City establishes the TIF Reinvestment Zone and other taxing entities approve agreements to participate in the TIF District and set forth the percentage of tax increment they are willing to dedicate to the TIF Fund, up to a maximum of 100%. A TIF Board, consisting of 9- to 15-members, is established with representatives from the participating taxing entities and other representatives as set forth in the state law.



So far, the City has created the following TIRZ:

1. Center City TIRZ #1, established December 7, 2006, for Downtown Amarillo represented by a 10-member Board.
2. East Gateway TIRZ #2, established November 8, 2016, for East Amarillo between S. Eastern and S. Lakeside represented by a 10-member Board.

Public Improvement District (PID)

Chapter 372 of the Texas Local Government Code allows for PIDs to finance the cost of public infrastructure related to a project. A Public Improvement District is formed over property that will benefit from public improvement projects to be constructed and assessments are levied in a manner that apportions costs according to the benefits received from the public improvements. Bonds are issued to fund the improvements and bond proceeds are deposited to a construction fund. Once eligible projects are completed, the proceeds in the construction fund are used to acquire facilities from the developer and assessments are paid by the property owners (usually over a period of years, although assessments may be prepaid in full or in part at any time). Assessments transfer along with title to the property. Therefore, end users typically pay the bulk of assessments. This is fitting, as the public improvements benefit the end users' property.

Neighborhood Empowerment Zone (NEZ)

A NEZ is a tool for cities that would promote at least one of the following: (1) the creation of affordable housing, including manufactured housing, in the zone; (2) an increase in economic development in the zone; (3) an increase in the quality of social services, education, or public safety provided to residents in the zone; or (4) the rehabilitation of affordable housing in the zone.

A city may offer the following incentives within a NEZ: (1) waive building, inspection, or impact fees; (2) enter into sales tax rebate agreements lasting up to ten years; (3) enter into property tax abatement agreements lasting up to ten years; and (4) set baseline performance standards to encourage alternative building materials that address environmental or energy consumption concerns.

Fast Track Permitting

At the request of the applicant, permitting time may be shortened if the project needs and justifies the reduced time frame.

Amarillo Community Development Micro-Loan Program

Designed to provide small businesses with increased access to capital, this program creates job opportunities and provides a means for businesses to grow without leveraging large amounts of money. This program targets low-to-moderate income individuals with loans from \$2,000 to \$35,000. This program is administered by the Texas Panhandle Regional Development Corporation.

PACE Program

The PACE program allows owners of commercial and industrial properties to obtain low-cost, long-term loans for water conservation, energy-efficiency improvement, and distributed generation retrofits. The PACE statute authorizes municipalities and counties in Texas to work with private lenders and property owners to finance qualified improvements using voluntary contractual assessments. The City of Amarillo adopted the PACE program for within the city limits and extraterritorial jurisdiction in September 2017.



Opportunity Zone Program

Opportunity Zones are a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. The Opportunity Zones program provides a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds that are dedicated to investing into Opportunity Zones designated by the chief executives of every U.S. state and territory.

The City received one census tract designated as an Opportunity Zone by the Governor of Texas. This Census Tract #48375015400 covers a portion of downtown and a portion of the Barrio neighborhood.

Texas Enterprise Zone (EZ) Program

The EZ Program is designed to attract new industry and to encourage the expansion of existing businesses in Amarillo and benefits small businesses and large industry with a primary emphasis on manufacturing, commercial, wholesale, warehousing, and distribution activities. The primary goal of the program is to revitalize economically distressed areas by creating new job opportunities for residents that are under skilled, inexperienced, disadvantaged, or displaced, including a commitment to developing or participating in job training or educational programs for economically-disadvantaged persons.

Tax abatements, local sales tax refunds, local development fee rebates, and special transportation services can be used to recruit new business and industry that will invest in the distressed area and provide employment opportunities. State incentives may include a refund/reduction of certain state sales/use taxes and franchise taxes for enterprise projects, preference for contracting with businesses in zones, and priority status for state-administered programs and funds.

Center City Façade and Public Improvements Grant Program

Center City administers a façade grant program, which provides matching grants of up to \$20,000 from the City's general fund that improve the appearance of downtown buildings. A volunteer committee including architects, designers and community leaders review each application to determine which projects will receive the funds. Property eligible for façade grants must be within certain boundaries. Center City also recently started offering an additional \$150,000 from Center City TIRZ funds to be put toward eligible public improvements (max of \$50,000 per project). Both of these grants have been funded annually through the City and TIRZ budget process.

Industrial Revenue Bonds

The City of Amarillo has the capacity to issue bonds with voter approval. Municipal bonds are debt securities issued to pay for specific projects that will serve the community. Bonds are paid back through property taxes collected by the City of Amarillo and therefore require voter approval.

Local Government Corporation

A public, non-profit corporation created to aid and act on behalf of one more local governments to accomplish any governmental purpose of those local governments. Texas Transportation Code Ann. § 431.101(a). Used for funding transportation, water and sewer infrastructure, economic development ventures, and other projects that will benefit the public.