

**A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, SEPTEMBER 17, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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

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

**INVOCATION:** Davlyn Duesterhaus, BSA Chaplain

**PROCLAMATIONS:** "Panhandle Producers and Royalty Owners Association"  
"Constitution Week"

**PUBLIC ADDRESS**

(For items on the agenda for City Council consideration)

**AGENDA**

1. City Council will discuss or receive reports on the following current matters or projects.
  - A. Review agenda items for regular meeting and attachments;
  - B. Reports and updates from City Councilmembers serving on outside Boards:  
Beautification and Public Arts;
  - C. Conversation Civic Center; and
  - D. Request future agenda items and reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **CONSIDER APPROVAL – MINUTES:**

Approval of the City Council minutes for the meeting held on September 10, 2019.

B. **CONSIDERATION OF ORDINANCE NO. 7810:**

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

This item is the second and final reading to consider an ordinance rezoning a 17.69 acre tract of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Multiple-Family District 1. (Vicinity: Georgia Street and Farmers Avenue.)

- C. **CONSIDER APPROVAL – PROFESSIONAL SERVICES AGREEMENT WITH TURNER LANDARCHITECTURE LLC FOR CENTER CITY TIRZ #1 WAYFINDING PROJECT:**  
 (Contact: Andrew Freeman, Director of Planning and Development Services)  
 Turner LandArchitecture, LLC -- \$85,100.00  
 This item awards an agreement to Turner LandArchitecture, LLC, for \$85,100 to assist with wayfinding sign design and placement in the Downtown Amarillo area.
- D. **CONSIDER APPROVAL – REFUGEE HEALTH GRANT:**  
 (Contact: Casie Stoughton, Director of Public Health)  
 Grant Amount -- \$233,097.16  
 Grantor: U.S. Committee for Refugees and Immigrants  
 This item accepts the award from the USCRI from October 1, 2019 thru September 30, 2020 to continue health screening services for refugees resettled in Potter/Randall counties.
- E. **CONSIDER – COMMUNITY AND CLINICAL HEALTH BRIDGE GRANT:**  
 (Contact: Casie Stoughton, Director of Public Health)  
 Grant Amount -- \$250,000.00  
 Grantor: Texas Department of State Health Services  
 This item accepts the award from the Texas Department of State Health Services from October 1, 2019 thru September 30, 2020 to provide obesity and related chronic disease prevention programming.
- F. **CONSIDER – LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND INTERNATIONAL AEROSPACE COATINGS, INC.:**  
 (Contact: Michael W. Conner, Director of Aviation)  
 This item is a multi-building and land lease at the Rick Husband Amarillo International Airport, between the City of Amarillo and International Aerospace Coatings, Inc (IAC). The leased areas consist of 5 aircraft painting hangars, 1 storage building, and approximately 890,192 square feet of combined land area. The lease is a 5-year lease beginning on September 26, 2019, and ending on September 25, 2024, with three separate renewal options of 5-years each. The lease amount is \$444,000 for year one, with a 3% increase each subsequent year. IAC currently has a similar expiring lease for these buildings and land at the Airport.

3. **NON-CONSENT ITEMS:**

- A. **PUBLIC HEARING ON FISCAL YEAR 2019/2020 BUDGET:**  
 (Contact: Michelle Bonner, Deputy City Manager)  
**This Budget will raise more total property taxes than last year's budget by \$3,029,641 or 6.59%, and of that amount \$764,961 is tax revenue to be raised from new property added to the tax roll this year.**
- B. **CONSIDERATION OF ORDINANCE NO. 7811:**  
 (Contact: Michelle Bonner, Deputy City Manager)  
 This is the first reading of an ordinance adopting the City of Amarillo budget for the 2019/2020 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.

C. **CONSIDERATION OF ORDINANCE NO. 7812:**

(Contact: Michelle Bonner, Deputy City Manager)

This is the first reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2019 tax year. This ordinance establishes an ad valorem tax rate of \$0.34448 per \$100.00 property valuation for City maintenance and operations expenses and \$0.04403 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.38851 per \$100.00 property valuation.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.33 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$17.50.**

D. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7813 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Heritage Hills PID Advisory Board met August 14, 2019 to review the proposed FY 2019/20 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2019/20 to be \$47,623. The Board recommends maintaining property owner assessment rates of \$0.08 per square foot. This will result in assessments totaling \$319,940. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached is the Heritage Hills Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

E. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7814 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Town Square PID Advisory Board met August 19, 2019 to review the proposed FY 2019/20 budget and service plan. The Town Square PID budget projects total maintenance and operation expenses for FY 2019/20 to be \$83,113. The Board recommends property owner assessment rates remain at \$0.1111 per square foot. This will result in assessments totaling \$166,164. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached is the Town Square Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

F. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7815 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE POINT WEST PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, must be approved on an annual basis. The Point West PID Advisory Board met on May 21, 2019 to review the proposed FY 2019/20 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$26,068. The Board believes that last year's assessment rate is adequate and recommends no assessment increase for the 2019/20 budget and service plan. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals \$52,000.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached is the Point West Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

G. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7816 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE VINEYARDS PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Vineyards PID Advisory Board met August 6, 2019 to review the proposed FY 2019/20 budget and service plan. The Vineyards PID budget projects total maintenance and operation expenses for FY 2019/20 to be \$6,741. The Board recommends keeping property owner assessment rates at \$50 per lot. This will result in assessments totaling \$7,950. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached is the Vineyards Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

H. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7817 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Quail Creek PID Advisory Board met August 20, 2019 to review the proposed FY 2019/20 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$8,104. The Board recommends keeping property owner assessment rates at \$350 per lot. This will result in assessments totaling \$10,150. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached is the Quail Creek Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

I. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7818 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE TUTBURY PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Tutbury PID Advisory Board met July 9, 2019 to review the proposed FY 2019/20 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$15,928. The Board recommends keeping property owner assessment rates at \$679 per lot. This will result in assessments totaling \$16,296. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

J. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7819 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Colonies PID Advisory Board met July 24, 2019 to review the proposed FY 2019/20 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2019/20 to be \$950,179. The Board recommended unanimously to maintaining the property owner assessment rates at \$0.10 per square foot. This will result in assessments totaling \$1,054,399. This decision was made in order to continue to cover all operating costs and debt service payments.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached is the Colonies Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

K. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7820 TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE GREENWAYS PUBLIC IMPROVEMENT DISTRICT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

An assessment against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, must be approved on an annual basis. The Greenways PID Advisory Board met August 13, 2019 to review the proposed FY 2019/20 budget and service plan. The Greenways PID budget projects total maintenance, operation and debt service expenses for FY 2019/20 to be \$628,630. The Board recommends maintaining property owner assessment rates at \$720 for type A lots, \$600 for type B lots, \$864 for type D lots, and \$1,800 per acre for commercial property. This will result in assessments totaling \$643,344. This decision was made

in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached is the Greenways Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

- L. **PUBLIC HEARING AND CONSIDERATION TO LEVY AN ASSESSMENT ON PROPERTY WITHIN THE PINNACLE PUBLIC IMPROVEMENT DISTRICT:**  
(Contact: Kelley Shaw, Development Customer Service Coordinator)  
The Pinnacle Public Improvement District (PID) was created in August 2017. The Pinnacle PID has yet to establish an Advisory Board, has no improvements, and has no platted lots subject to assessments. As such, there is no annual budget or assessment ordinance needed with this PID. Depending on the timing of platting and development of this subdivision, if there are any costs incurred in FY 2019-20, the Developer will be responsible for those costs.
- M. **CONSIDERATION OF RESOLUTION – AUTHORIZING EXPENDITURES OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITOR COUNCIL 2019/2020 BUDGET:**  
(Contact: Dan Quandt, Convention and Visitor Council)  
This resolution approves the 2019/2020 Amarillo Convention and Visitor Council budget which is funded through a tax levied upon hotel occupancy.
- N. **CONSIDERATION OF RESOLUTION – DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT:**  
(Contact: Michelle Bonner, Deputy City Manager)  
This item discusses and considers of all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto. The proceeds of future debt are associated with Proposition 2 for public safety facilities as approved by the voters in November 2016.
- O. **PUBLIC HEARING AND CONSIDERATION OF RESOLUTION -- APPROVE THE 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN:**  
(Contact: Juliana Kitten, Community Development Director)  
This item is a public hearing and consideration of a resolution to approve the 2019/2020 Community Development Block Grant (CDBG) Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development (HUD). The annual action plan allocates \$1,619,245 in CDBG funding and \$644,797 in HOME investment partnership funding based on a recommendation from the Community Development Advisory Committee (CDAC).
- P. **PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION AUTHORIZING AMARILLO CITY TRANSIT (ACT) TO SUBMIT FY20 5339 BUS AND BUS FACILITY GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT):**  
(Contact: Marita Wellage-Reiley, Transit Director)  
This item conducts a public hearing and is in consideration of a resolution that would authorize the City Manager to submit grant applications to the FTA in the amount of \$341,379 and to TXDOT for Transportation Development Credits (TDCs) in the amount of \$51,207 to purchase vehicles for Spec Trans service.

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 13th day of September 2019.

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

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 10th day of September 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 Marcus Norris. Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

**ITEM 1:** Public Address. James Schenck, 6216 Gainsborough Drive, stated there was not a clear communication on how citizens speak on agenda items. Mr. McWilliams replied that Public Address has changed and it allows Council to hear comments before or during an item. There were no further comments.

**ITEM 2:**

- A. Review agenda times for regular meeting and attachments;
- B. TxDot Right-of-Way Mowing Update (including I-40 and I-27); and
- C. Request future agenda items and reports from City Manager.

**CONSENT ACTION ITEMS:**

**ITEM 3:** 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 meeting held on September 3, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7808:**  
(Contact: Marita Wellage-Reiley, Transit Director)  
This is the second and final reading of an ordinance authorizing an addition to the municipal code to formalize the governance of the transit system by adopting a new chapter in the code of ordinances. The addition will address management of the transit operation; define authorized service areas; and adopt bus fares and related provisions.
- C. **CONSIDERATION OF ORDINANCE NO. 7809:**  
(Contact: Anthony Spanel, Environmental Health Director)  
This is a second and final reading of an ordinance revising Chapter 8-5 Public and Environmental Health. With the passing of Senate Bill 476, Environmental Health's Dog Friendly Patio requirements have become preempted by State law which takes effect 9/1/2019. The Chapter revision will also include a minor change in mobile food unit standards, general language cleanup, moving vended water/ice regulations into this chapter from State law, capping educational fees, increasing re-inspection fees, and

better defining enforcement proceedings.

- D. **CONSIDER RENEWAL – AETNA:**  
(Contact: Mitchell Normand, Director of Human Resources)  
This item considers exercising the one-year contract renewal option with Aetna, the City's medical carrier, for calendar year 2020.
- E. **CONSIDER RENEWAL – MAXOR:**  
(Contact: Mitchell Normand, Director of Human Resources)  
This item considers exercising the one-year contract renewal option with Maxor, the City's prescription benefit manager, for calendar year 2020.
- F. **CONSIDER APPROVAL – TUBERCULOSIS FEDERAL GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grant Amount -- \$53,123.00  
Grantor: Texas Department of State Health Services  
This item accepts the award from the Texas Department of State Health Services from January 1, 2020 thru December 31, 2020 to continue funding to prevent and control the transmission of active and latent tuberculosis.
- G. **CONSIDER AWARD – HOME DEPOT CONSTRUCTION MATERIALS ANNUAL CONTRACT:**  
(Contact: Trent Davis, Director of Purchasing)  
Awarded to Home Depot through US Communities/Omnia Partners Contract in an amount not to exceed -- \$68,500.00  
This award is to approve a contract for the purchase of Construction Materials.
- H. **CONSIDER AWARD – MEDICAL SUPPLIES ANNUAL CONTRACT:**  
(Contact: Trent Davis, Director of Purchasing)  
Awarded to Minnesota Multistate Contracting Alliance (MMCAP)  
Total not to exceed -- \$155,579.32  
This award is to approve an annual contract for the purchase of Medical Supplies.
- I. **CONSIDER AWARD – WATER METERS SUPPLY AGREEMENT:**  
(Contact: Trent Davis, Director of Purchasing)  
Awarded to Core & Main in the amount of: \$129,891.20  
Awarded to Zenner USA in the amount of: \$14,400.00  
Total Amount to be awarded: \$144,291.20  
This award is to approve a contract for the purchase of water meters.
- J. **CONSIDER PURCHASE – B-4 AGGREGATE:**  
(Contact: Chris Mitchell, Street Superintendent)  
Awarded to J. Lee Milligan, Inc. -- \$728,175.00  
This item awards a contract for the purchase of Pre-coated B-4 Aggregate, used by the Street Division during the summer for sealcoating of paved streets.
- K. **CONSIDER AWARD – MANAGED PRINT SERVICES:**  
(Contact: Rich Gagnon, Information Technology)  
Tascosa Office Machines -- \$1,250,000.00  
This item represents a five-year agreement with Tascosa Office Machines to provide managed print services for all City departments.
- L. **CONSIDER AWARD – HEXAGON COMPUTER AIDED DISPATCH CAD SOFTWARE UPGRADE:**  
(Contact: Rich Gagnon, Information Technology)  
Hexagon CAD Software Upgrade -- \$493,981.62  
This item purchases software licensing and services required to upgrade the CAD system. The CAD is a suite of software products used at the AECC for communicating and dispatching first responders.

M. **CONSIDER AWARD -- 2017-2021 COMMUNITY INVESTMENT PROGRAM FY 17/18 WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS:**

(Contact: Matthew Thomas, P.E., City Engineer)

Amarillo Utility Contractors, Inc. -- \$537,939.50

This item is to consider award of the construction contract for the replacement of select water distribution lines north of Amarillo Boulevard between Washington Street and Van Buren Street within the North Heights Neighborhood Plan Area.

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

**NON-CONSENT ITEMS**

**ITEM 4A:** Mayor Nelson opened a public hearing and stated that the City of Amarillo is considering a tax rate of \$0.38851. This proposed rate will raise more taxes than last year's tax rate. The tax rate will effectively be raised by 7.33 percent. The tax on an average home last year was \$495.33. The tax on an average home would be \$537.04 under the proposed rate. Laura Storrs, Finance Director, presented the 2019 property tax information. She stated there were budget challenges, franchise fees, fines and forfeitures, culture and recreation, and health insurance increased costs. There is an increase in revenue of \$1.3 million from growth in appraised values. There are no reductions to current service levels. She stated the new rate of \$0.38851 is \$1.68/month for a \$100,000 home. This new rate funds 10 new firefighters, 3 new AAM&W positions, increased street funding and will continue funding the voter approved Propositions 1 and 2 for streets and public safety. The City's portion of a 2018 Potter County sample tax bill is 14.7% and Randall County is just over 16%. The first readings of the budget and tax rate will be September 17, and the second and final readings on September 24.

Councilmember Hays inquired about the breakdown implemented in next year's budget. Ms. Storrs replied that the breakdown was to allow \$850,000 for firefighters; \$245,000 for AAM&W; \$750,000 for additional street funding; and \$500,000 for I&S debt service on the debt issuances. Mayor Nelson said our new tax rate continues to be lower than other communities. Mayor Nelson opened the public hearing. James Schenck, 6216 Gainsborough Drive, stated the tax increase was frustrating. He said the solution has been to cut services, but he felt the need to look deep into the departments and staff. He also suggested zero based budgeting. He further stated the Civic Center bond election should be held in November 2020 and not in May 2020. There were no further comments. Mayor Nelson closed the public hearing.

**ITEM 4B:** Mayor Nelson presented the first reading of an ordinance considering an ordinance rezoning a 17.69 acre tract of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Multiple-Family District 1. (Vicinity: Georgia Street and Farmers Avenue.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 7810

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 GEORGIA STREET AND FARMERS AVENUE, 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 4C:** Mayor Nelson presented a resolution approving the 2019/2020 budget for the Amarillo-Potter Events Venue District. This budget is funded through a 5% car rental tax and a 2% hotel occupancy tax. The Amarillo-Potter Events Venue District operates and maintains voter approved entertainment venues within the City. This budget is recommended for approval by the Amarillo Potter Events Venue District Board. This item was presented by Michelle Bonner, Deputy City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Sauer that the following captioned resolution be passed:

RESOLUTION NO. 09-10-19-1  
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING  
THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2019-  
2020 FOR THE AMARILLO POTTER EVENTS VENUE DISTRICT.

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 4D:** Mayor Nelson presented a resolution approving the 2018/2019 fiscal year budget amendment. This budget amendment adjusts the 2018/2019 budget for the Local Provider Participation Fund (LPPF) provided for in the 2017 Legislative Session. This item was presented by Michelle Bonner, Deputy City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Hays that the following captioned resolution be passed:

RESOLUTION NO. 09-10-19-2  
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: AMENDING THE  
APPROVED BUDGET OF THE AMARILLO HOSPITAL DISTRICT FOR  
THE FISCAL YEAR OCTOBER 1, 2018 TO SEPTEMBER 30, 2019;  
PROVIDING SEVERANCE, REPEALER, AND EFFECTIVE CLAUSES.

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 4E:** Mayor Nelson presented a resolution approving the 2019/2020 fiscal year budget and associated program of services for the Amarillo Hospital District (AHD). This item was presented by Michelle Bonner, Deputy City Manager. This budget is recommended for approval by the Amarillo Hospital District Board of Managers. Motion was made by Councilmember Powell, seconded by Councilmember Smith that the following captioned resolution be passed:

RESOLUTION NO. 09-10-19-3  
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE  
BUDGET OF THE AMARILLO HOSPITAL DISTRICT FOR THE FISCAL  
YEAR OCTOBER 1, 2019, TO SEPTEMBER 30, 2020.

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 4F:** Mayor Nelson presented a resolution approving the 2019/2020 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors. This item was presented by Andrew Freeman, Director of Planning and Development Services. Beth Duke, Center City, stated they applied for and received a matching grant from the Texas Commission for the Arts on September 5. The additional funding can be used for the rest of the cultural district outside the Center City boundaries. Motion was made by Councilmember Powell, seconded by Councilmember Hays that the following captioned resolution be passed:

RESOLUTION NO. 09-10-19-4  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO,  
TEXAS: ADOPTING THE BUDGET OF THE TAX INCREMENT  
REINVESTMENT ZONE NO. 1, CITY OF AMARILLO FOR THE FISCAL  
YEAR OCTOBER 1, 2019, to SEPTEMBER 30, 2020.

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 4G:** Mayor Nelson presented a resolution approving the 2019/2020 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ). This budget is recommended for approval by the TIRZ #2 Board of Directors. This item was presented by Andrew Freeman, Director of Planning and Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Smith that the following captioned resolution be passed:

RESOLUTION NO. 09-10-19-5  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO,  
TEXAS: ADOPTING THE BUDGET OF THE TAX INCREMENT  
REINVESTMENT ZONE NO. 2, CITY OF AMARILLO FOR THE FISCAL  
YEAR OCTOBER 1, 2019, to SEPTEMBER 30, 2020.

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 4H:** Mr. McWilliams advised at 2:31 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same: a. Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect: Project # 19-03-01 (Manufacturing); (2) Section 551.072 -- Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: a. Discuss property located in the vicinity of Southwest 6<sup>th</sup> Avenue and South Western Street; b. Discuss property located in the NE quadrant of the Central Business District.

Mr. McWilliams announced that the Executive Session was adjourned at 3:29 p.m. and recessed the Regular Meeting.

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

\_\_\_\_\_  
Ginger Nelson, Mayor

# Amarillo City Council Agenda Transmittal Memo



B

<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Regular Agenda Item – Public Hearing
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<b>Department</b>	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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## Agenda Caption

Consider an ordinance rezoning a 17.69 acre tract of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Multiple-Family District 1. (Vicinity: Georgia St. and Farmers Ave.)

## Agenda Item Summary

### Adjacent land use and zoning

The adjacent zoning consists of Agricultural District to the north and south, Residential District 3 to the east, and bounded by the City Limits line to the west.

Adjacent land uses consist of vacant land to the north and south, single family detached homes to the east, and a City sewage lift station and vacant land to the west.

### Proposal

The applicant is requesting Multiple-Family District 1 zoning in order to develop the land with multi-family land uses such as apartments. Other residential uses allowed within the district include single-family detached and attached homes and duplexes.

### Analysis

Staff's analysis begins with referencing the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, staff considers what impact, if any, a proposed rezoning will have on area zoning and development patterns as well as how a particular request conforms to the Neighborhood Unit Concept of development.

Regarding the recommended Future Land Use, the recommended development type for this area is Estate Residential. Estate Residential characteristics are for single-family detached homes that provide greater open space via increased lot size and yard setbacks.

This area was annexed in 2007 and upon annexation was zoned Agricultural District. Agricultural District was established as a "place holder" zoning district until development plans could be established. Agricultural District allows for estate or rural style residential development upon one-acre lots.

Considering residential development existed to the north, similar development was anticipated within the south half of the section. As such, Estate Residential was established upon approval of the Future Land Use Map in 2010. Estate Residential matches characteristics of the "place holder" Agricultural zoning and ensures that residential development is the recommended land use for the area; all while allowing future market conditions to dictate the type and/or mix of residential product.

Since, market conditions have established a more dense residential development within the southern half of the section. This is illustrated by the area that is zoned Residential District 3 and developed accordingly. (*Residential District 3 minimum lot standards are 50ft. by 100ft. that result in a 5,000 square foot lot*).

With regards to the Neighborhood Unit Concept of development, it calls for more intensive uses such as retail, office, and/or dense multi-family development is located at or near Section Line Arterial intersections. The tract of land that the applicant is requesting to rezone is located at a Section Line Arterial Intersection in this instance (Farmers and Georgia). As such it was the Planning Commission's opinion that the request is in conformance with the Neighborhood Unit Concept of development.

## Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received two calls regarding this request. Both call expressed no opposition to the request.

Taking all of the above into account, Planning Commissioners are of the opinion that the proposed rezoning conforms to the Neighborhood Unit Concept of Development, is a logical progression in zoning that allows further mix of residential products in the area and would not be detrimental to the area.

Therefore, the Planning and Zoning Commission recommends approval as presented.

ORDINANCE NO. 7810

**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 GEORGIA STREET AND FARMERS AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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**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 17.69 acre tract of unplatted land in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Multiple-Family District 1 and being further described below:

A 17.69 acre tract of land situated in Section 183, Block 2, A.B. & M. Survey, Randall County, Texas and being a portion of a 217.22 acre tract of land as described in that certain instrument of conveyance recorded under Clerk's File No. 2016014173 of the Official Public Records of Randall County, Texas. Said 17.69 acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on June 26, 2019 and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail in asphalt found as called for in the South line of said Section 183, same point being the Southwest corner of said 217.22 acre tract and also being the Southwest corner of this tract of land, from whence a railroad spike

found as called for at the Southwest corner of said Section 183 bears North 89° 59' 53" West, 60.00 feet;

THENCE North 00° 10' 22" West (parallel with the West line of said Section 183 - base line) along the West line of said 217.22 acre tract of land, same being the East line of a 10 foot wide tract of land as conveyed to the City of Amarillo for right-of-way by instrument recorded under Clerk's File No. 2009010006 of the Official Public Records of Randall County, Texas, at 60.00 feet passing a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found, a total distance of 360.25 feet to a 1/2 inch iron rod with illegible cap found in the South line of a 60 foot by 120 foot tract of land as conveyed to the City of Amarillo by instrument recorded in Volume 325, Page 736 of the Deed Records of Randall County, Texas same point being a corner of said 10 foot wide City of Amarillo tract, the most Southerly Northwest corner of said 217.22 acre tract of land and also being the most Southerly Northwest corner of this tract of land;

THENCE North 89° 46' 20" East a distance of 60.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found as called for at the Southeast corner of said 60 foot by 120 foot City of Amarillo tract of land, same point being an interior jog corner of this tract of land;

THENCE North 00° 10' 22" West a distance of 60.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found as called for at the Northeast corner of said 60 foot by 120 foot City of Amarillo tract of land, same point being an interior jog corner of this tract of land;

THENCE South 89° 46' 20" West along the North line of said 60 foot by 120 foot City of Amarillo Tract a distance of 60.00 feet to a 1/2 inch iron rod with illegible cap found at a corner of said 10 foot wide City of Amarillo tract;

THENCE North 00° 10' 22" West along the West line of said 217.22 acre tract of land, same being the East line of said 10 foot wide City of Amarillo tract, a distance of 246.67 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Northwest corner of this tract of land, from whence a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found as called for at the Northwest corner of said 217.22 acre tract of land bears North 00° 10' 22" West, 2205.44 feet;

THENCE North 89° 49' 29" East, 1158.39 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the West line of South Georgia Place Unit No. 26, an addition to the City of Amarillo, Randall County, Texas according to the map or plat thereof recorded under Clerk's File No. 2007007538 of the Official Public Records of Randall County, Texas, same point being the Northeast corner of this tract of land, from whence a 1/2 inch iron rod with illegible cap found for the Northwest corner of said South Georgia Place Unit No. 26 bears North 00° 03' 23" West, 911.67 feet;

THENCE South 00° 03' 23" East along the West line of said South Georgia Place Unit No. 26, at 608.33 feet passing a 1/2 inch iron rod with illegible cap found at the Southwest corner of said South Georgia Place Unit No. 26, a total distance of 670.50 feet to a railroad spike found as called for in the South line of said Section 183, same point being the Southeast corner of this tract of land;

THENCE North 89° 59' 53" West along the South line of said Section 183, a distance of 1157.03 feet to the PLACE OF BEGINNING and containing a computed area of 17.69 acres of land, more or less, of which 1.59 acres lies within the right-of-way of Farmers Avenue.

**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 10th day of September, 2019 and **PASSED** on Second and Final Reading on this the 17th day of September, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams,  
City Attorney

# REZONING FROM A TO MF-1



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 400 feet  
 Date: 8/14/2019  
 Case No: Z-19-19



Z-19-19 Rezoning of a 17.69 acre tract of unplatted land, in Section 183, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Multiple Family District 1.

Vicinity: Farmers Ave. and Georgia St.

APPLICANT: Dustin Eggleston for 87th Street Partners, LLC

Tax Account #: R-200-1830-2700.0

AP: M16

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

# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development/Redevelopment
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<b>Department</b>	Planning and Development Services	<b>Contact Person</b>	Andrew Freeman, Director of Planning and Development Services
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### Agenda Caption

CONSIDER APPROVAL – PROFESSIONAL SERVICES AGREEMENT WITH TURNER LANDARCHITECTURE, LLC FOR CENTER CITY TIRZ #1 WAYFINDING PROJECT:

This item awards an agreement to Turner LandArchitecture, LLC, for \$85,100 to assist with wayfinding sign design and placement in the Downtown Amarillo area.

### Agenda Item Summary

Wayfinding in Downtown Amarillo has been discussed in the past with most recent activity taking place in coordination with Downtown Amarillo, Inc. in 2012 to create initial ideas and concepts. The project did not receive additional funding at the time. With increased redevelopment and investment taking place downtown, this has amplified the need for wayfinding signage. City staff and other stakeholders revisited the discussion in late 2018. This signage would not only be for motorists, but also for pedestrians to more easily navigate the area.

City staff utilized the request for qualifications (RFQ) #09-19 pre approved list for landscape architectural firms to be scored based on understanding of requirements, experience with similar types of design, familiarity with the project/project area, experience with other municipal projects, ability to meet time and budget requirements, current capacity to complete work, and references.

Turner LandArchitecture, LLC (TLA) was selected as the high scorer. The price for their contract is 85,100, which will be paid for out of Center City TIRZ #1 funding allocated for the project. The TIRZ #1 Board approved this wayfinding proposal with TLA during their August 22, 2019 board meeting.

The agreement is divided into five tasks:

**Task 1:** Preliminary Research: Information gathering by looking at current signage and pole locations. Run navigational exercises to determine the best locations. Hold city and stakeholder meetings to gain feedback.

**Task 2:** Initial Location Strategy and Design Concepts: Develop conceptual design and layout plan. Select location for signs based in task 1, for motorist and pedestrians. Review locations with TxDOT. Hold meetings with City and stakeholders to present concepts.

**Task 3:** Final Location Strategy and Design Concepts: Provide a summary document to the city of the sign designs and system, along with preliminary cost of the signs. Presentation of task 3 materials to City Council, City staff, and stakeholders.

**Task 4:** Design Intent Drawings: Produce documents suitable for a fabricator to construction and probable sign costs. Presentation of final materials to City staff and stakeholders.

**Task 5:** Bidding and Contract Administration: Provide general assistance to the city and the fabricator during the build and installation phase.

### Requested Action

Request City Council approval of the agreement with Turner LandArchitecture, LLC.

### Funding Summary

This agreement is funded through the Center City TIRZ, which has budgeted for Wayfinding. Originally \$125,000 was allocated for this project, but another \$150,000 was reallocated to this TIRZ budget item at the August 22<sup>nd</sup>, 2019 meeting. The total allocated for this project is now \$275,000.

### Community Engagement Summary

Through the wayfinding process, the consultant and staff will work with relevant stakeholders. There will be meetings where interested citizens and others may attend to learn more and provide feedback.

### Staff Recommendation

Staff recommends approval as presented.

**AGREEMENT FOR LANDSCAPE ARCHITECTING SERVICES**

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Turner Landscape Architecture ("LANDSCAPE ARCHITECT"). OWNER hereby engages LANDSCAPE ARCHITECT to perform the following professional LANDSCAPE ARCHITECT services with regard to the design and location of way finding signs, including bidding and contract administration, and other tasks as shown in the attached Scope of Work, which by this reference is incorporated into this Agreement as though stated verbatim herein. LANDSCAPE ARCHITECT accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Scope of Work and this Agreement, the terms of this Agreement will govern.

I.

LANDSCAPE ARCHITECT agrees to accept as payment as stated in the Scope of Work.

II.

LANDSCAPE ARCHITECT will submit monthly billings for each Task based upon the amount of work completed during the period billed for. LANDSCAPE ARCHITECT'S billings will be in writing and of sufficient detail to fully identify the work completed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

LANDSCAPE ARCHITECT will confer with representatives of OWNER to take such steps as necessary to keep each Task on schedule. OWNER'S representative for purposes of this Agreement shall be the Director of Planning and Development. LANDSCAPE ARCHITECT will begin work on Task 1 of the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete each Task in accordance with Scope of Work.

IV.

LANDSCAPE ARCHITECT agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and

defined services that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". LANDSCAPE ARCHITECT agrees to and does hereby assign the same to OWNER. LANDSCAPE ARCHITECT will enter into any and all necessary documents to effect such assignment to OWNER. LANDSCAPE ARCHITECT is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that LANDSCAPE ARCHITECT does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the LANDSCAPE ARCHITECT'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of LANDSCAPE ARCHITECT.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

LANDSCAPE ARCHITECT will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. Likewise, LANDSCAPE ARCHITECT shall require selected contractor and subs to provide the same level of insurance or higher. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to LANDSCAPE ARCHITECT. In addition, LANDSCAPE ARCHITECT will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

TURNER LAND LANDSCAPE ARCHITECTURE

Attention: Cleve Turner  
Amarillo, TX 79109  
Telephone: (806) 342-9400  
Fax: \_\_\_\_\_  
Email: ct3@landarch.net

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

City of Amarillo  
Attention: Andrew Freeman  
P. O. Box 1971  
Amarillo, TX 79105-1971  
Telephone: (806) 378-5285  
Fax: (806) 378-3027  
E-Mail: Andrew.freeman@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

**ATTEST:**

**CITY OF AMARILLO  
(OWNER)**

\_\_\_\_\_  
Frances Hibbs, City Secretary

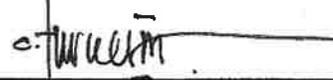
By: \_\_\_\_\_  
Jared Miller, City Manager

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

  
\_\_\_\_\_  
City Attorney's Office

**TURNER LAND LANDSCAPE ARCHITECTURE  
(LANDSCAPE ARCHITECT)**

By:   
\_\_\_\_\_  
Cleve Turner, President

Date: 08.22.19

**CERTIFICATE OF INSURANCE REQUIREMENTS  
OWNER OF AMARILLO, TEXAS**

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the OWNER. A certification of insurance will be placed on file with the Contracting Department of the OWNER of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
<b>WORKER'S COMPENSATION - Coverage A</b>	Statutory
Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the OWNER of Amarillo	
<b>EMPLOYERS LIABILITY - Coverage B</b>	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000
<b>COMMERCIAL GENERAL LIABILITY:</b>	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

**NOTE:**

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the OWNER of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

**AUTOMOBILE LIABILITY:**

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the OWNER of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

In the event of any material change, non-renewal, or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the OWNER of Amarillo for such changes or cancellation.

## **SCOPE OF WORK**



## Scope of Services

PROJECT APPROACH

### Task 1: Preliminary Research; On-Site Wayfinding Audit and Validation

TLA will conduct one or more phone conferences/meetings with the City of Amarillo (City) representatives and key stakeholders to prepare for a series of on-site activities and establish a rapport among key team members. We will also perform a thorough review of the City's web presence and brand initiatives, and explore other materials such as maps, visitors' guides, and federal, state, and county requirements. In addition, we will review any existing planning documents for the community in order to further our understanding of the history, culture, physical environment, and arterial roadways of the City.

TLA will then engage in an intensive on-site research session spending approximately two days, developing a thorough understanding of the City's desired brand position and immersing themselves in the wayfinding issues faced by residents and visitors.

Activities during this visit will include:

- *Existing conditions review* - TLA will examine the key routes and circulation patterns into the downtown district, as well as major destinations and pedestrian and bicycle routes through the community. The team will also develop a photographic inventory of representative existing conditions for use in future analysis, design work, and presentations.
- *City navigation exercises* - The team will experience the City from the viewpoints and mindsets of various users - such as holiday visitors, travelers passing on nearby highways, local residents who do not frequently visit the historic downtown, senior citizens, and the disabled.
- *Meeting(s) with the City* - TLA will conduct interviews with appropriate City staff to learn about existing in-house sign production capabilities, maintenance procedures for signage and placemaking elements, as well as any new development or capital improvement projects on the horizon.
- *Meeting(s) with City staff* - We will meet with City staff to discuss guiding principles, expectations, inclusion criteria, and schedule, as well as institutional identity and graphic standards issues, and develop a thorough understanding of the City's brand positioning efforts and objectives of the wayfinding program.
- *Meeting(s) with other stakeholders* - We will also meet with other relevant stakeholders (not included in the groups above), and will participate in a community input session organized by City staff to solicit input on its history, key destinations and locations, and any preconceptions related to the design vocabulary of the wayfinding elements.

Following these on-site exercises, we will prepare a brief summary of our findings and present it to City staff and key stakeholder representatives. This summary - and the feedback it generates - will help to ensure a proper focus for our recommended wayfinding signage concepts. We will also document these findings and analysis in a concise document that will be presented to the group in Amarillo.

### Task 2: Initial Location Strategy and Design

TLA will then use the Task 1 findings in the development of preliminary signage concepts for wayfinding for the City and its historic downtown.

The preliminary signage concepts will include a conceptual design approach to meet the City's wayfinding needs. The strategy and conceptual designs will be documented using a combination of text descriptions, reference images, scaled drawings of representative wayfinding elements, preliminary location plans, and photomontages as appropriate.

This wayfinding signage documentation will address issues such as:

- The range of signage elements that will make up the overall program
- Specific strategies for effectively directing people into and through the downtown area as well as direct to other important landmarks, parking areas, historic buildings and districts, civic institutions, recreational amenities, and other major destinations within the Amarillo Downtown District.

- Aesthetic and functional approaches that will link the signage and wayfinding program to the City's brand position.
- Identification of key destinations and confirmation of the corresponding criteria for qualifying these destinations
- Preliminary locations for key signage elements
- Review preliminary locations with TxDOT for key TxDOT signage (as appropriate)
- Preliminary probable costs signage elements
- Other issues identified in the research and analysis process.

TLA will make a preliminary presentation of the Task 2 materials to the City staff and key stakeholders via in person & web conference. TLA will then revise the materials based on input from this meeting and present the revised concepts in Amarillo to the City staff, the City Manager, and key stakeholders, and community groups, as appropriate.

### Task 3: Final Location Strategy and Selected Design Concepts

Following approval of a conceptual design and placement of key signage elements (including TxDOT signage), TLA will prepare final design documentation of the sign type family that will make up the wayfinding program.

The consolidated document will include:

- Color palettes
- Typography
- Materials and finishes
- Sizes and forms for wayfinding signage elements
- Styles for orientation maps (not actual artwork)
- Information hierarchy
  - Inclusion criteria for destinations
- Destination nomenclature
- Elevations
- Side views
- Location plans for the wayfinding signage
- Message schedule for the wayfinding signage
- Preliminary probable costs for the wayfinding signage
- Recommendations regarding project implementation phasing (if required)

While the exact nature of elements that will be included in the overall wayfinding signage program will be determined during the planning process, it is likely to consist of some combination of the following:

- TxDOT trailblazer signage
- Modifications/enhancements to existing signage elements (if appropriate)
- Gateway identification elements (if appropriate)
- Vehicular directional signage
- System for the display of seasonal or event-specific pageantry
  - Actual banner designs are not included in this scope
- Pedestrian directional signage
  - Including basic orientation maps, as appropriate (style references; not actual artwork)
- Pedestrian information kiosks
- District identification signage
- Parking identification signage

TLA will make one preliminary presentation of the Task 3 materials to the City staff and key stakeholders via in person/web conference. TLA will then revise the materials based on input from this meeting and present the revised concepts in Amarillo to the City Council, the City staff, the City Manager, and key stakeholders, and community groups, as appropriate.

#### **Task 4: Design Intent Drawings**

Utilizing the approved Task 3 materials, TLA will prepare documentation suitable for use in the solicitation of fabrication and installation bids from signage fabricators, and for use by the selected fabricator in the development of shop drawings.

This documentation may include:

- Dimensioned elevations
- Dimensioned sections
- Dimensioned details
- Project specifications
- Final signage location plans
- Final message schedule
- Electronic versions of graphic elements required for signage fabrication, such as custom symbols, background patterns, etc.
- Bid Forms
- Probable costs for the wayfinding signage

TLA will make one preliminary presentation of the Task 4 materials to the City staff, the CDC, and key stakeholders via in person/web conference, and will then make any necessary revisions before presenting the final materials to the City staff, the CDC, the City Manager and key stakeholders.

#### **Task 5: Bidding and Contract Administration**

TLA will provide the following services during fabrication and installation of the signage elements:

- Provide the City with specifications and scope of work for the City to conduct the bid process
- Issue clarification drawings and respond to requests for information, as required
- Assist client with the evaluation of bids, including the evaluation of any signage contractor (further referred to as "contractor")-suggested savings
- Provide appropriate electronic artwork files for use by the selected contractor in generating shop drawings and submittals
- Review contractor's submittals and shop drawings for adherence to design intent
- Review material samples and options provided by contractor
- Review mock-ups, as appropriate, to assess anticipated quality of fabrication, finishes, etc.
- Perform pre-installation visit to the site to review final locations for installation with the owner and contractor
- Perform post-installation visit to the site to prepare written punch report identifying any repairs or adjustments to be addressed, or acceptance of the work
- Perform a final walk through to confirm that the final punch list items have been resolved

During signage fabrication, TLA will observe the progress and quality of the work performed by the contractor. Such observation is not intended to be an exhaustive check or detailed inspection of the contractor's work but rather to allow TLA to determine that the work is proceeding in general accordance with the documentation.

TLA will not supervise, direct, or otherwise control the contractor's work nor have any responsibility for the means, methods, techniques, or procedures employed by the contractor, nor for their safety precautions or programs. These rights and responsibilities are solely those of the contractor.

TLA will not be responsible for any acts or omissions of the contractor, their subcontractors, or any other entity performing any portion of the work. TLA does not guarantee the performance of the contractor and shall not be responsible for any contractor's failure to perform the work in accordance with the documentation or any applicable laws, codes, rules, or regulations.

**Project Schedule Summary (upon notice to proceed) \***

<b>Task 1: Preliminary Research</b>	2 weeks
<b>Task 2: Initial Location Strategy and Design</b>	
Preliminary Presentation	2 weeks
Final Presentation	2 weeks
<b>Task 3: Final Location Strategy and Selected Design Concepts</b>	
Concept Presentation	3 weeks
Final Presentation	3 weeks
<b>Task 4: Design Intent Drawings</b>	
Preliminary Presentation	2 weeks
Final Presentation	2 weeks
<b>Task 5: Bidding and Contract Administration**</b>	8-12 weeks
<b>Total</b>	<b>24-28 weeks</b>

\*Schedule shown above assumes prompt approvals from Client. Extensions to the schedule constitutes Additional Services for time and material as may be incurred by slow project execution(s).

\*\*Contract Administration services are limited to the INITIAL phase of installation, subject to the services and schedule of the City.

**Client's Responsibilities**

The fees proposed below assume that the client will be responsible for the following:

- Appointment of a sole representative with full authority to provide or obtain any necessary information and approvals required by the design team.
- Coordination of the decision-making process with other parties.
- Timely communication of administrative or operational decisions that affect the design or production of signage or graphic items; coordination of required public approvals and meetings.
- Timely provision of accurate and complete information and materials requested by designers such as area maps, GIS, city code information, etc.
- Provision of approved nomenclature; securing approvals for copy from third parties if necessary.
- Final proofreading and written sign-off on all project documents including message schedules, sign location plans, and design drawings, before their release for fabrication or installation. Final proofreading and written sign-off is the exclusive responsibility of the client; neither TLA nor their suppliers will accept responsibility for errors in final copy.
- Bid documentation (by TLA) and shop drawings (engineering) supplied by selected Vendor will constitute the Permit Application (plus the necessary City supplied forms and signatures). Assembly, filing and all fees and documentation copies will be totally the responsibility of the City.
- Arranging for the documentation and implementation of all electrical, structural, or mechanical elements needed to support, house, or power signage; coordination of sign installation with other trades.

**Compensation**

COMPENSATION

**Professional Services**

<b>Task 1: Preliminary Research</b>	\$11,200
<b>Task 2: Initial Location Strategy and Design Concepts</b>	\$12,600
<b>Task 3: Final Location Strategy and Design Concepts</b>	\$11,200
<b>Task 4: Design Intent Drawings</b> (variable due to content details for each sign element required)	\$19,000 – 32,000
<b>Task 5: Bidding and Contract Administration</b>	\$15,600
<b>Reimbursable Expenses</b>	\$2,500*
<b>Total</b>	<b>\$72,100-\$85,100</b>

**Reimbursable Expenses\***

Reimbursable and production-related expenses are *estimated* at approximately  $\pm 5\%$  of the fixed fee, or \$2,500. We anticipate these expenses would include travel, document reproduction, shipping and postage, and incidentals for stated tasks. Reimbursable expenses are only invoiced *if* incurred.

Note that the acquisition and/or modification of any photography is considered a production-related expense and is not included in the fees or expenses proposed in this document. These, as well as sign copy layouts, orientation maps, and project-specific illustration, as identified by the bid documents, will be included as a line item for "Project Artwork" on each signage contractor's bid form. This amount, which varies by project type, scope, and complexity, will be paid directly to TLA by the successful signage contractor as a production-related expense to facilitate their efforts for fabrication. This line-item amount for Project Artwork will be the same amount for all bidders.

**Progress Payments**

Progress payments will be made on a monthly basis commensurate with the percentage of work completed for the project. Payments will be due and payable upon receipt of invoices. Any objections by the Client to an TLA invoice, or portion thereof, must be stated in writing within fifteen (15) calendar days after receipt. The undisputed portion of any invoice shall not be deferred with the amount in question and will be paid without delay.

**Additional Services**

Compensation for additional services, if not agreed upon as a lump sum, will be based on TLA standard hourly billing rates, as noted below. TLA shall not undertake the performance of any additional services except upon the express written approval of the City Manager.

**TLA Standard Hourly rates - 2019 (assume a 3% escalation annually):**

Principal & Project Manager	\$225
Lead Designer	\$190
Senior Designer(s)	\$140
Designer	\$110
Support	\$85

**Agreement and Acceptance**

If this proposal is acceptable, please provide your signature and the date and return one copy to us. Terms stated in this document are valid for a thirty (30) day period from the date of this proposal.

**Turner LandArchitecture LLC**

(a Texas LLC Corporation):

C. Turner  
Signature

CLEVELAND TURNER, PRESIDENT  
Printed name and title

08.22.2019  
Date

City of Amarillo, Texas:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

### Agenda Caption

Consider – Refugee Health Grant

Grant Amount : \$233,097.16

Grantor: U.S. Committee for Refugees and Immigrants

This item accepts the award from the USCRI from October 1, 2019 thru September 30, 2020 to continue health screening services for refugees resettled in Potter/Randall county.

### Agenda Item Summary

The Refugee Medical Screening contract is between the U.S. Committee for Refugees and Immigrants (USCRI) and the City of Amarillo to provide health screening, assessment, referral services, and follow-up for official refugees through the Office of Refugee Resettlement.

### Requested Action

Accept grant award.

### Funding Summary

The grant is a reimbursement contract between the City of Amarillo and the U.S. Committee for Refugees and Immigrants to provide services.

### Community Engagement Summary

The City of Amarillo actively participates in the Amarillo Refugee Quarterly Consultations hosted by Catholic Charities of the Texas Panhandle and Refugee Services of Texas.

To date, the program has served 151 primary refugees in Refugee clinic. 144 people have been helped with green card paperwork during this fiscal year.

### Staff Recommendation

Staff recommend acceptance of this grant.



# U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS

EVERYONE.  
EVERYWHERE.  
EQUAL VALUE.

## Refugee Medical Screening BASE CONTRACT 2020-AMATX-04

This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (USCRI), an independent nonprofit 501(c)(3) organization incorporated in the State of New York and headquartered in the Commonwealth of Virginia, and City of Amarillo Department of Public Health, acting on behalf of a governmental entity, (collectively, the Parties).

1. **Purpose of the Contract:** USCRI agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations, as defined in Section I of the Statement of Work.
2. **Total Amount:** The total amount of this Contract is \$233,097.16. In the event that an amendment to the budget is required, only the budget section of the contract will be revised.
3. **Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, federal government shutdown, or any other disruptions of current appropriated funding for this Contract, USCRI may restrict, reduce, or terminate funding under this Contract prior to September 30, 2020.
4. **Term of the Contract:** This Contract begins on 10/01/2019 and ends on 09/30/2020. USCRI has the option, in its sole discretion, to renew the Contract. USCRI is not responsible for payment under this Contract before both Parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority:** As applicable, USCRI enters into this Contract under the authority of the Refugee Education Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; the Refugee Act of 1980, Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; and the Victims of Trafficking and Violence Protection Act of 2000, Public Law 106-386.
6. **Program Name:** Texas Refugee Medical Screening
7. **Statement of Work:**

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

**Section I: OVERVIEW**

Contractor shall provide health screening, assessment, referral services, and follow-up for Refugees, Amerasians, Cuban/Haitian Entrants, Asylees, and U. S. Department of Health and Human Services Office of Refugee Resettlement (ORR)-certified victims of severe forms of trafficking, certain Iraqis and Afghans granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR. Henceforth, all eligible populations described above will be included in the terms "refugee", "client", "patient", and "person".

Contractor shall provide services to all eligible patients who have been resettled by a voluntary resettlement agency, who live in, or receive services in, but not limited to, the Service Area designated in the most recent version of Section VIII, "Service Area" of this contract.

Services provided under this Contract shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services, and shall utilize the support of an appropriately-trained interpreter if the client does not speak English well.

Contractor shall comply with all applicable federal and state statutes, regulations, standards, policies and guidelines, including, but not limited to:

- The Immigration and Nationality Act, 8 U.S.C. §§ 1522:  
<https://www.govinfo.gov/app/details/USCODE-2011-title8/USCODE-2011-title8-chap12-subchapIV-sec1522>;
- Chapter 81, Texas Health and Safety Code:  
<https://statutes.capitol.texas.gov/Docs/HS/pdf/HS.81.pdf>;
- DSHS Texas Notifiable Conditions;  
<https://www.dshs.texas.gov/idcu/investigation/conditions>; and
- Policy letters, recommendations, or guidance's which may be issued by ORR and/or The Centers for Disease Control and Prevention (CDC), and forwarded to Contractor by USCRI, during the course of this contract.

Without review of documentation of Medicaid/CHIP ineligibility, Contractor shall initiate screening, assessment, referral, and follow-up services, through initial appointments for identified conditions, within a preferred period of thirty (30) days and a maximum of ninety (90) days from the official refugee's arrival in the United States, date asylum granted, or certification of eligibility by ORR. After 90 days, documentation of Medicaid/CHIP ineligibility will be required in order to provide services.

**Section II: CLINICAL SERVICES**

Services shall include the following activities:

- A. Review of medical history, chest x-ray(s), and other medical records as available. Follow-up (evaluation, referral for treatment) on: Class A Communicable Diseases of Public Health Significance identified during the overseas medical exam and requiring treatment after resettlement; and Class B conditions. Utilization of the CDC's Electronic Disease Notification System (EDN) is required to obtain overseas medical records. Communicable Diseases of Public Health Significance are defined by the CDC:  
<https://www.cdc.gov/immigrantrefugeehealth/exams/diseases-vaccines-included.html>

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

- B. Review of immunization status, utilizing available arrival documents, and subsequent administration of required vaccines (for up to one year after program eligibility) as recommended by the Advisory Committee on Immunization Practices (ACIP)/CDC: <https://www.cdc.gov/vaccines/schedules/index.html>. See CDC Guidelines for Evaluating and Updating Immunizations during the Domestic Medical Examination for Newly Arrived Refugees: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/immunizations-guidelines.html>
- C. Varicella titers for all patients 19 years of age and above (unless contraindicated from oral or written history of infection), and subsequent vaccination of all susceptible (i.e., non-immune) patients;
- D. Tuberculosis screening, including questioning for signs and symptoms, administering interferon gamma release assay (IGRA) tests i.e. T-SPOT®, or a Tuberculin Skin Test (TST) if IGRA testing is contraindicated, and submitting appropriate referrals to local/regional tuberculosis programs for evaluation and follow-up treatment or prophylaxis, as medically indicated. See CDC Guidelines for Screening for Tuberculosis Infection and Disease during the Domestic Medical Examination for Newly Arrived Refugees: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/tuberculosis-guidelines.html>
- If IGRA testing was performed overseas, it is not to be repeated.
- E. Parasitic infection assessment, including:
1. Review of overseas medical documentation of presumptive treatment.
  2. Based on evidence of or the absence of overseas presumptive treatment (based on each medication given):
    - a. Screen for parasites (ova and parasite stool test, serology specimens) and/or provide domestic presumptive treatment. See CDC Guidelines for Presumptive Treatment and Screening for Strongyloidiasis, Infections Caused by Other Soil-Transmitted Helminths, and Schistosomiasis among Newly Arrived Refugees: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/intestinal-parasites-domestic.html>
    - b. Provide Malaria presumptive treatment or screening. See CDC Guidelines for Presumptive Treatment of *P. falciparum* Malaria in Refugees Relocating from Sub-Saharan Africa to the United States: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/malaria-guidelines-domestic.html>.
- F. Obtain patient medical history, and conduct physical examination, according to the following:
1. Required: Medical Screening Protocol for Newly Arriving Refugees (“Medical Screening Protocol”), United States Department of Health and Human Services, Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) State Letter (SL) 12-09, including the ORR Medical Screening Guidelines Checklist, and all subsequent

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

revisions: <https://www.acf.hhs.gov/orr/resource/medical-screening-protocol-for-newly-arriving-refugees>

2. Additional Guidance: See CDC Guidelines for: Domestic Examination for Newly Arrived Refugees: Guidelines and Discussion of the History and Physical Examination: <https://www.cdc.gov/immigrantrefugeehealth/pdf/guidelines-history-physical.pdf>; and
  3. Physical examinations must be performed by a Physician, Nurse Practitioner, or Physician Assistant.
- G. Conduct medical testing and any required follow-up, including:
1. Pregnancy Test for females of childbearing age (15-44 years of age);
  2. Urinalysis (if feasible with a reasonable way to overcome barriers);
  3. Complete Metabolic Panel;
  4. Cholesterol screening for males age 35 and older and for females age 45 and older. Cholesterol screening for those with an increased risk of coronary heart disease may be performed at age 20 or above;
  5. Complete Blood Count (CBC) with differentials;
  6. Hepatitis B (Anti-HBs, HBsAg, Anti-HB) screening, taking the following information into consideration:
    - If overseas HBsAg was negative, and the vaccination series has been initiated, the series should be completed.
    - If overseas HBsAg was negative and no doses of vaccine were received, the refugee, should be offered either vaccination or serologic testing for immunity.
    - If overseas HBsAg was negative, and the refugee has a record of completing the vaccination series before arrival, no further testing or vaccination is necessary.
  7. Syphilis screening for all patients 15 years of age and above, unless screening done overseas;
  8. Chlamydia screening for females age 15 to 25 years old, unless screening done overseas;
  9. Gonorrhea screening for females age 15 to 25 years old, unless screening done overseas;
  10. HIV screening of all patients. See CDC Guidelines for: Screening for HIV Infection During the Refugee Domestic Medical Examination: <https://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/screening-hiv-infection-domestic.html>;
  11. When medically indicated, screening for other sexually transmitted infections;
  12. Blood Lead Level of all children 6 months to 16 years old, including internal re-testing of Elevated Blood Lead Levels when possible. See CDC Guidelines for: Screening for Lead

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

during the Domestic Medical Examination for Newly Arrived Refugees:

<https://www.cdc.gov/immigrantrefugeehealth/guidelines/lead-guidelines.html>;

13. Laboratory services and/or screening tests when medically indicated by history, initial assessment, age, gender, or particular refugee subpopulation, such as:
  - a. Hepatitis A Screening (if signs or symptoms present); and
  - b. Hepatitis C screening (risk factors include injection drug use, overseas surgeries or blood transfusions, dialysis, organ transplantation, tattoos, piercings, HIV-positive status, children born to HCV-positive mothers, etc.).
- H. Other medical services shall include, but are not limited to:
  1. Conducting cursory nutritional assessment with provision of (or referral for) appropriate nutritional and supplemental therapy, if indicated;
  2. Treatment of routine/minor conditions not requiring formal referral, such as: minor infections, cuts/burns, skin conditions, and emergent medication needs or medication refills;
  3. Performing a general assessment of mental status and mental health (presence of depression, anxiety, post-traumatic stress disorder, suicidal or homicidal ideation, psychiatric emergencies, and post-traumatic stress disorder, etc.);
  4. Providing multi-vitamins to patient's age 6-59 months of age, as well as to those with clinical evidence of poor nutrition; and
  5. Prescribing continued medications for chronic conditions, when medically indicated.

**Section III: ADDITIONAL SERVICES**

- A. Additional services shall include the following activities, protocols, and referrals to external health services:
  1. Dissemination of the Welcome to the Refugee Health Clinic information sheet to all clients (based on appropriate language and literacy levels)
  2. As a supplement to health orientations provided by volags, health care orientation and general health education, which may include, but is not limited to the following topics: chronic disease, preventive health care, how to use insurance in the United States, how to matriculate through the United States healthcare system, emergency preparedness, difference between a primary care provider (PCP) versus the emergency room.
  3. Case management, including but not limited to: client tracking; provision of, or arrangement for, necessary transportation; home visits and/or other client contact (e.g., telephone); and trained interpreter support, sufficient to carry out effective screening and

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

follow-up, through initial referral appointments for identified conditions needing referral. Interpretation and transportation through initial referral appointments are allowable expenses if such services are not already covered by local resettlement agencies, Refugee Medical Assistance Support Services, or Medicaid

4. Referrals for further evaluation (preferably to a health care facility that will ultimately provide routine care and serve as a medical home) for any identified conditions and any screening tests that have abnormal results (according to standard medical practice and CDC guidelines)
  5. Routine medical, vision, hearing and dental care, as well as medical specialists; community health and social service referrals as appropriate, including mental health, women, infants, and children (WIC), family planning, children's health, newborn screening tests, rehabilitation, and any other services not listed but deemed necessary, may be referred upon request by Contractor; and
  6. Contractor shall provide additional special outreach and follow-up services, when such need is directed by USCRI.
- B. Contractor must submit, within 14 days of the completion of a health assessment and return of laboratory tests, complete refugee health assessment information for each client by submitting an assessment form to USCRI, or entering the data into the eSHARE information system when so directed by USCRI. If Contractor is instructed to use the eSHARE system, USCRI will first provide training to Contractor staff regarding this system. This provision applies to 100% of eligible patients resettled in, and/or served by, the voluntary agencies in the Contractor's service area.
- C. Contractor must submit, by the fifth business day of every month, a monthly patient visit log indicating the type of visit that has occurred for each client seen.
- D. Contractor will provide equivalent services to eligible secondary arrivals into their service area upon notification by local voluntary refugee resettlement agencies (volags) and/or USCRI, or by self-referral.
- E. Contractor must establish and/or maintain capability, within its refugee health and/or immunization programs, to complete the vaccination portion of USCIS form I-693, Report of Medical Examination and Vaccination Record; and sign-off, as a designated Civil Surgeon, for official Refugees (only) seeking to adjust status to permanent lawful resident, as described in 2009 Technical Instructions for Vaccination for Civil Surgeons:  
<https://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html>.

**Section IV: MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT**

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

- A. Contractor shall order all medications through a USCRI-designated pharmacy ordering process. Contractor shall assure medications and supplies purchased with USCRI Refugee Health Services funds are used in a prudent manner.
- B. Contractor shall monitor and manage its usage of medications and testing supplies purchased by USCRI in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a 1-month supply and based on number of patients receiving treatment. Contractor must obtain approval from USCRI prior to purchasing pharmaceuticals through USCRI's designated pharmacy or by entering the information into a database when directed by USCRI.
- C. On the first business day of every month, the Contractor will be required to submit a medication reconciliation spreadsheet for medications that were dispensed for the previous month. This spreadsheet will appropriately reconcile the quantities by the date dispensed, patients name, alien number, medication given, lot number, expiration date, quantity given, and inventory balance. Contractor shall assure that medications are stored properly and securely, in accordance with manufacturer's instructions.

**Section V: FUNDS**

- A. Refugee Medical Assistance (RMA) funds provided to Contractor under this contract are intended to support and defray actual costs incurred by local governments in providing health screening services and assessments to officially arriving Refugees and other eligible patients in their approved program area.
- B. Funding to Contractor can only be used to support Refugee Health Program requirements. Funds used outside of this scope are considered supplanting. If supplanting is identified, USCRI reserves the right to decrease funding and avail itself of any other remedies available by law.
- C. Costs of screenings, assessments and treatments should be first recovered by Contractor through Medicaid or Refugee Medical Assistance (via the designated Third Party Administrator) whenever possible. Maximum use of other public health program resources (e.g., funds for immunizations, tuberculosis, etc.) should be used to the extent that they are available for use for these patients.
- D. Contractor shall maintain thorough and complete financial records that identify the source and application of funds provided; and make those records immediately available to USCRI upon request.
- E. Contractor shall perform all activities in accordance with Contractor's final, and detailed budget as approved by USCRI and with program guidelines. New and/or revised guidelines will be communicated to Contractor.

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

- F. USCRI reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.
- G. USCRI will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Contract, Contractor's budget may be subject to a decrease for the remainder of the Contract terms. Vacant positions existing after ninety (90) days may result in a decrease in funds.
- H. Contractor agrees to read and comply with 2 CFR §200.501, Audit Requirements, and work with USCRI staff regarding the management of funds received under this Contract.

**Section VI: PERFORMANCE MEASURES:**

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract without waiving the enforceability of any of the other terms of the Contract. Contractor shall maintain sufficient documentation to allow USCRI to evaluate Contractor's full compliance with these performance measures.

Contractor shall ensure that the following activities are performed, unless the patient refuses, relocates, or cannot be located—which must be documented in the medical file. USCRI calculates these measures based on the following data submitted by Contractor:

1. Health assessment/outcome data is submitted within fourteen (14) days of the completion of health assessment/return of laboratory tests for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 85%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
2. Health assessments are provided for 100% of patients within ninety (90) days of: arrival to the U.S. (for parolees, refugees, and Special Immigrant Visa holders); asylum granted date for asylees; or, date of certification for victims of human trafficking. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
3. Physical Exams are performed on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
4. Tuberculosis screening is completed and necessary referrals are made for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

5. Hepatitis B screening is completed for 100% of eligible patients. Hepatitis B screening includes: HBsAg, Anti-HBs, and Anti-HBc. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
6. Intestinal parasite screening or presumptive treatment is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
7. Blood lead levels are obtained for 100% of eligible patients between 6 months and 16 years of age. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
8. A Complete Blood Count (CBC) with differential is obtained on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
9. HIV screening is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
10. Syphilis screening is completed for 100% of eligible patients age 15 and above. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
11. Chlamydia screening is completed for 100% of females age 15 to 25. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
12. Complete Metabolic Panel is obtained for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

**Section VII: REPORTING REQUIREMENTS**

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

Contractor shall:

- A. Submit program and fiscal reports. Reports should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

Attention: Director of Refugee Health Services  
U.S. Committee for Refugees and Immigrants  
Department of Refugee Health Services  
2231 Crystal Drive  
Suite 350  
Arlington, VA 22202

Email Address

[refugeehealth@uscritx.org](mailto:refugeehealth@uscritx.org)

- B. The content of programmatic reports will be directed by USCRI.
1. Programmatic Report shall include content as indicated by the Refugee Medical Screening Quarterly Programmatic Report template.
  2. Financial Report shall include:
    - a. Annual single audit in accordance with 2 CFR §200.514 and other applicable federal, state and local guidance
    - b. Financial statement in accordance with 2 CFR §200.510 and other applicable federal, state and local guidance; and
    - c. Other program and financial status reports according to the template and instructions provided by USCRI.
- C. Program reports shall reflect the following reporting periods and submission due dates:

Reporting Period		Due Date
Start Date	End Date	
October 1, 2019	December 31, 2019	January 31, 2020
January 1, 2020	March 31, 2020	April 30, 2020
April 1, 2020	June 30, 2020	July 31, 2020
July 1, 2020	September 30, 2020	October 2, 2020

- D. Fiscal reports shall reflect the following reporting periods and submission due dates:

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

Reporting Period		Due Date
Start Date	End Date	
October 1, 2019	December 31, 2019	January 7, 2020
January 1, 2020	March 31, 2020	April 6, 2020
April 1, 2020	June 30, 2020	July 6, 2020
July 1, 2020	September 30, 2020	October 5, 2020

- E. Failure to submit reports according to the reporting periods and submission due dates specified in Section IX, Paragraphs C and D above shall constitute a breach of contract.

**Section VIII: BILLING REQUIREMENTS**

- A. Contractor shall request payments using the USCRI's Purchase Voucher form and acceptable supporting documentation and detailed expenses for reimbursement of the required services and deliverables. Vouchers and supporting documentation should be mailed or submitted by electronic mail to the addresses provided below:

**Mailing Address**

Attention: Director of Finance and Compliance  
U.S. Committee for Refugees and Immigrants  
Department of Finance and Compliance  
2231 Crystal Drive  
Suite 350  
Arlington, VA 22202

**Email Address**

[RHSInvoice@uscridc.org](mailto:RHSInvoice@uscridc.org)

- B. Request for payments should be delivered to USCRI within 10 business days after the end of the service month. Bills received within that timeframe will be paid by the 20<sup>th</sup> business day of the month in which the request for payment was made. Requests for payments received after the 10<sup>th</sup> business day will be processed in the ensuing month.
- C. Contractor shall close all requests for payment within 90 business days after the close of the federal fiscal year in which funds were awarded. USCRI has the option, in its sole discretion, to process request for payments made after the closing period.

**8. Service Area**

City of Amarillo and surrounding areas.

**9. Award Information:**

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

Award Name: Refugee Medical Screening  
Award Number: 2020-AMATX-04

Award Start Date: October 1, 2019  
Award End Date: September 30, 2020

**10. Renewals**

Number of Renewals Remaining: 0                      Date Renewals Expire: September 30, 2020

**11. Payment Method**

Cost Reimbursement

**12. Source of Funds**

Catalog of Federal Domestic Assistance (CFDA) Program No. 93.566, Refugee and Entrant Assistance State Administered Programs

**13. EIN Number**

75-6000444

**14. DUNS Number**

065032807

**15. Special Provisions**

- A. Contractor must adhere to the Privacy Act of 1974, as amended by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable rules concerning the confidentiality of medical records, including providing each patient with a Notice of Privacy Practices and responding to patients' requests for access to their Protected Health Information (PHI), amendments to their PHI, accounting of disclosures, restrictions on uses and disclosures of their health information, and confidential communications. Parties may be required to enter into and adhere by a Business Associate Agreement per HIPAA requirements, if needed.
- B. Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf, unless required (or permitted without patient consent) by law in accordance with HIPAA and the Texas Health and Safety Codes; however, USCRI may require Contractor, or any subcontractor, to timely transfer a client or patient record to USCRI if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or as otherwise provided by law.
- C. USCRI shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, USCRI

Refugee Medical Screening  
BASE CONTRACT 2020-AMATX-04

shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

- D. Contractor must submit all amendment and revision requests in writing to USCRI's Department of Refugee Health Services at least 90 days prior to the end of the term of this Contract.

## CERTIFICATION REGARDING LOBBYING

### 16. Governing Law and Venue

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Northern District of Texas, Amarillo Division the lawsuit arises in Federal Court or Potter County if the matter arises in State Court.

### 17. Documents Forming Contract

The Contract consists of the following:

- A. Contract (this document)            2020-AMATX-04
- B. Attachments                            Budget
- C. Declarations                            Certification Regarding Lobbying  
Fiscal Federal Funding Accountability and Transparency  
Act (FFATA) Certification

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by USCRI and Contractor and incorporated herein.

### 18. Payee

The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract.

Name:    City of Amarillo  
Employment Identification Number:    75-6000444

### 19. Entire Agreement

The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

### 20. Liability

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law

### 21. 1295 Compliance

USCRI acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295 electronically, with the Texas Ethics Commission as required by law.

**CERTIFICATION REGARDING LOBBYING**

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

**U.S. Committee for Refugees  
and Immigrants**

**City of Amarillo**

  
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

9.22.2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Eskinder Negash  
President and CEO  
2231 Crystal Drive  
Suite 350  
Arlington, VA 22202

Jared Miller  
City Manager  
PO Box 1971  
Amarillo, Texas 79105

(703) 310-1130  
[refugeehealth@uscritx.org](mailto:refugeehealth@uscritx.org)

**CERTIFICATION REGARDING LOBBYING**

Organization Name:	City of Amarillo	Program ID:	Refugee Medical Screening
Contract Number	2020-AMATX-04		

**Budget Categories**

Budget Categories	USCRI Funds Requested	Cash Match	In-Kind Match Contributions	Category Total
Personnel	\$118,747.84			\$118,747.84
Fringe Benefits	\$48,366.00			\$48,366.00
Travel	\$0			\$0
Equipment	\$0			\$0
Supplies	\$27,240.00			\$27,240.00
Contractual	\$30,396.00			\$30,396.00
Other	\$3,618.00			\$3,618.00
Total Direct Costs	\$228,367.84			\$228,367.84
Indirect Costs	\$4,729.32			\$4,729.32
Program Income - Projected Earnings				
Totals	\$233,097.16			\$233,097.16

**CERTIFICATION REGARDING LOBBYING**

Organization Name: City of Amarillo

Contract Number: 2020-AMATX-04

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 an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

Applicable                       Non-Applicable

\_\_\_\_\_  
Jared Miller

\_\_\_\_\_  
Date

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

The certifications enumerated below represent material facts upon which USCRI 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, USCRI may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to USCRI 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 USCRI detailing which of the below statements it cannot certify and why.

Organization Name: City of Amarillo

Address: P.O. Box 1971 State: Texas

Suite

City: Amarillo Zip Code (9 digit): 79015

Payee Name: City of Amarillo

Address: P.O. Box 1971 State: Texas

Suite

City: Amarillo Zip Code (9 digit): 79015

EIN: 75-6000444

Payee DUNS No.: 065032807

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?  
 Yes     No
  
2. 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
  
3. 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
  
4. Certification Regarding Public Access to Compensation Information.

### **Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification**

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 Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers. Example: John Blum: \$500,000; Mary Redd: \$500,000; Eric Gant: \$400,000; Todd Platt: \$300,000; Sally Tom: \$300,000.

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name: Michelle Bonner

Email:Michelle.bonner@amarillo.gov

Telephone: (806) 378-4209

FFATA Contact Person #2

Name: Laura Storrs

Email: Laura.storrs@amarillo.gov

Telephone: (806) 378-6207

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

\_\_\_\_\_  
Jared Miller

\_\_\_\_\_  
Date

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

### Agenda Caption

Consider – Community and Clinical Health Bridge Grant

Grant Amount: \$250,000

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from October 1, 2019 thru September 30, 2020 to provide obesity and related chronic disease prevention programming.

### Agenda Item Summary

The Texas Department of State Health Services awards a grant for the City of Amarillo Department of Public Health to provide obesity and related chronic disease prevention programming for Potter and Randall Counties and the communities within.

### Requested Action

Accept grant award.

### Funding Summary

The grant is a reimbursement contract between the City of Amarillo and the Texas Department of State Health Services to provide services.

### Community Engagement Summary

This will be new programming in partnership with the City of Amarillo Parks and Recreation Department and Heal the City free and charitable clinic.

### Staff Recommendation

Staff recommend acceptance of this grant.

**Certificate of Indirect Costs**  
(for use by local governments only)

<b>Organization Name:</b>	City of Amarillo – submitted for the Public Health Department
<b>Address:</b>	P.O. Box 1971
<b>Address:</b>	Amarillo, TX 79105
<b>Address:</b>	
<b>Phone Number:</b>	(806) 378-4209

This is to certify that I have reviewed the indirect cost rate proposal and to the best of my knowledge and belief:

(1) All costs included in this proposal to establish billing or final indirect costs rates for 10/1/2017 – 10/1/2018 and 10/1/2019 – 10/1/2020 are allowable in accordance with the requirements of the Federal *or state* award(s) to which they apply and OMB Circular A-87, "Cost Principles for State and Local Governments." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal *or state* awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. The Department of State Health Services (DSHS) will be notified of any accounting changes that would affect the indirect cost rate. The indirect cost rate proposal and supporting documentation are on file and available for audit by DSHS or any of its duly authorized representatives.

**Effective Period - From: 10/01/2017**  
**Rate (%): 2.83%**

**To: 10/01/2018**  
**Rate Type: Final**

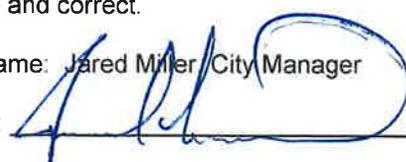
**Effective Period - From: 10/01/2019**  
**Rate (%): 2.83%**

**To: 10/01/2020**  
**Rate Type: Provisional**

**Base: Salaries and Benefits**

I declare that the foregoing is true and correct.

Chief Executive Officer Printed Name: Jared Miller / City Manager

Chief Executive Officer Signature:  Date: 03/20/2019

Chief Financial Officer Printed Name: Michelle Bonner, Deputy City Manager

Chief Financial Officer Signature:  Date: 3-13-19

## BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

City of Amarillo

Budget Categories	Total Budget (1)	Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$73,944	\$73,944	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$32,853	\$32,853	\$0	\$0	\$0	\$0
C. Travel	\$4,460	\$4,460	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$63,721	\$63,721	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$72,000	\$72,000	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$246,978	\$246,978	\$0	\$0	\$0	\$0
I. Indirect Costs	\$3,022	\$3,022	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$250,000	\$250,000	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

**NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).**

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
<b>Check Totals For:</b>	Personnel	\$73,944	\$73,944	Fringe Benefits	\$32,853	\$32,853
	Travel	\$4,460	\$4,460	Equipment	\$0	\$0
	Supplies	\$63,721	\$63,721	Contractual	\$0	\$0
	Other	\$72,000	\$72,000	Indirect Costs	\$3,022	\$3,022

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$250,000</b>	<b>Budget Total</b>	<b>\$250,000</b>
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## **ATTACHMENT A STATEMENT OF WORK**

### **I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Provide System Agency with evidence of activity implementation related to the Community and Clinical Health Bridge (CCHB) project. The CCHB project aims to reduce the impact of obesity and related chronic diseases in the State of Texas by focusing on locally driven clinical and community systems-level enhancements.

Grantee is responsible for coordinating with clinical and community partners within their service area to implement a minimum of three total strategies for the CCHB project.

Grantee is responsible for implementing the two priority strategies below:

- Develop community-clinical referral mechanisms for improved obesity and related chronic disease systems of care; and
- Facilitate evidence-based education and training for providers, patients, and the community to ensure consistent messaging of reliable health information and collaboration.

Grantee is responsible for implementing at least one optional strategy from among the following:

- 1) Reduce barriers to accessing healthcare for prevention of disease, increased early detection, and reduction of complications;
- 2) Coordinate comprehensive data collection, analysis, and management to evaluate implementation activities and determine overall impact on health outcomes at the population level;
- 3) Engage community and clinical partners to strengthen partnerships and increase sustainability;
- 4) Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing.

Grantee selected the following optional strategy(ies):

- 1) Encourage healthy lifestyles for individuals, families, and communities through health promotion, outreach, and marketing
- B. Conduct activities based on the Fiscal Year 2020 Work Plan approved by DSHS. Work plan activities are based on the strategies selected above. The work plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that work plan activities may be completed.

- C. Conduct evaluation activities based on the FY20 Evaluation Plan approved by DSHS. Approved activities must assess progress in the following focus areas:

- 1) Partnerships: The quality, contributions and impacts of the partnerships created or enhanced through this funding opportunity.

**ATTACHMENT A  
STATEMENT OF WORK**

- 2) Process: The extent to which the work plan was implemented as planned.
- 3) Program Outcomes: The extent to which activities outlined in the work plan yielded the intended results.

The evaluation plan must be reviewed and approved by DSHS prior to conducting activities. System Agency will provide written approval and confirmation that evaluation plan activities may be completed.

- D. Develop and submit an annual success story with two (2) photographs and two (2) photograph release forms to DSHS. A success story draft must be reviewed and approved by DSHS prior to the final version submission date. Success story draft and final due dates are as follows:

<b>Success Story</b>	<b>Period Covered</b>	<b>Due Date</b>
FY20 Draft, with 2 photographs and 2 photo release forms	10/01/19 – 08/31/20	07/01/20
FY20 Final	10/01/19 – 08/31/20	08/31/20
FY21 Draft, with 2 photographs and 2 photo release forms	09/01/20 – 08/31/21	07/01/21
FY21 Final	09/01/20 – 08/31/21	08/31/21

- E. Develop and submit an annual work plan in preparation for fiscal years 2021 and 2022 to DSHS. The work plan must contain activities that support the priority and optional strategies selected as well as staff/organizational responsibility and timeframe. A work plan draft must be reviewed and approved by DSHS prior to the final version submission date. Work Plan draft and final due dates are as follows:

<b>Work Plan</b>	<b>Period Covered by the Work Plan</b>	<b>Due Date</b>
FY21 Draft	10/01/19 – 08/31/20	06/30/20
FY21 Final	10/01/19 – 08/31/20	08/31/20
FY22 Draft	09/01/20 – 08/31/21	06/30/21
FY22 Final	09/01/20 – 08/31/21	08/31/21

- F. Develop and submit an annual evaluation plan in preparation for fiscal years 2021 and 2022 to DSHS. The evaluation plan must contain activities that evaluate progress toward the priority and optional strategies and activities submitted in the work plan. An evaluation plan draft must be reviewed and approved by DSHS prior to the final version submission date. Evaluation Plan draft and final due dates are as follows:

<b>Evaluation Plan</b>	<b>Period Covered by the Evaluation Plan</b>	<b>Due Date</b>
FY21 Draft	10/01/19 – 08/31/20	06/30/20
FY21 Final	10/01/19 – 08/31/20	08/31/20
FY22 Draft	09/01/20 – 08/31/21	06/30/21
FY22 Final	09/01/20 – 08/31/21	08/31/21

**ATTACHMENT A  
STATEMENT OF WORK**

- G. Participate in monthly feedback calls (i.e., monthly project status reports) with DSHS Program to be conducted on or before the 15<sup>th</sup> of each month of the contract term, unless otherwise agreed to in writing by DSHS. On the calls, Grantee will discuss the following 1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps. Other calls may be added, as appropriate, with Grantee and DSHS Program.
- H. Submit quarterly Progress Reports to DSHS via the electronic Performance Management and Tracking System (PMATS). The information and documentation required in the Progress Reports will be based on the CCHB priority and optional strategies selected. Progress report due dates are as follows:

<b>Progress Report #</b>	<b>Period Covered</b>	<b>Due Date</b>
FY20 Quarter 1	10/01/19 - 12/31/19	01/15/20
FY20 Quarter 2	01/01/20 - 03/31/20	04/16/20
FY20 Quarter 3	04/01/20 - 06/30/20	07/16/20
FY20 Quarter 4	07/01/20 - 08/31/20	09/15/20
FY21 Quarter 1	09/01/20 - 11/30/20	12/15/21
FY21 Quarter 2	12/01/20 - 02/28/21	03/15/21
FY21 Quarter 3	03/01/21 - 05/31/21	06/15/21
FY21 Quarter 4	06/01/21 - 08/31/21	08/31/21

**II. PERFORMANCE MEASURES**

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

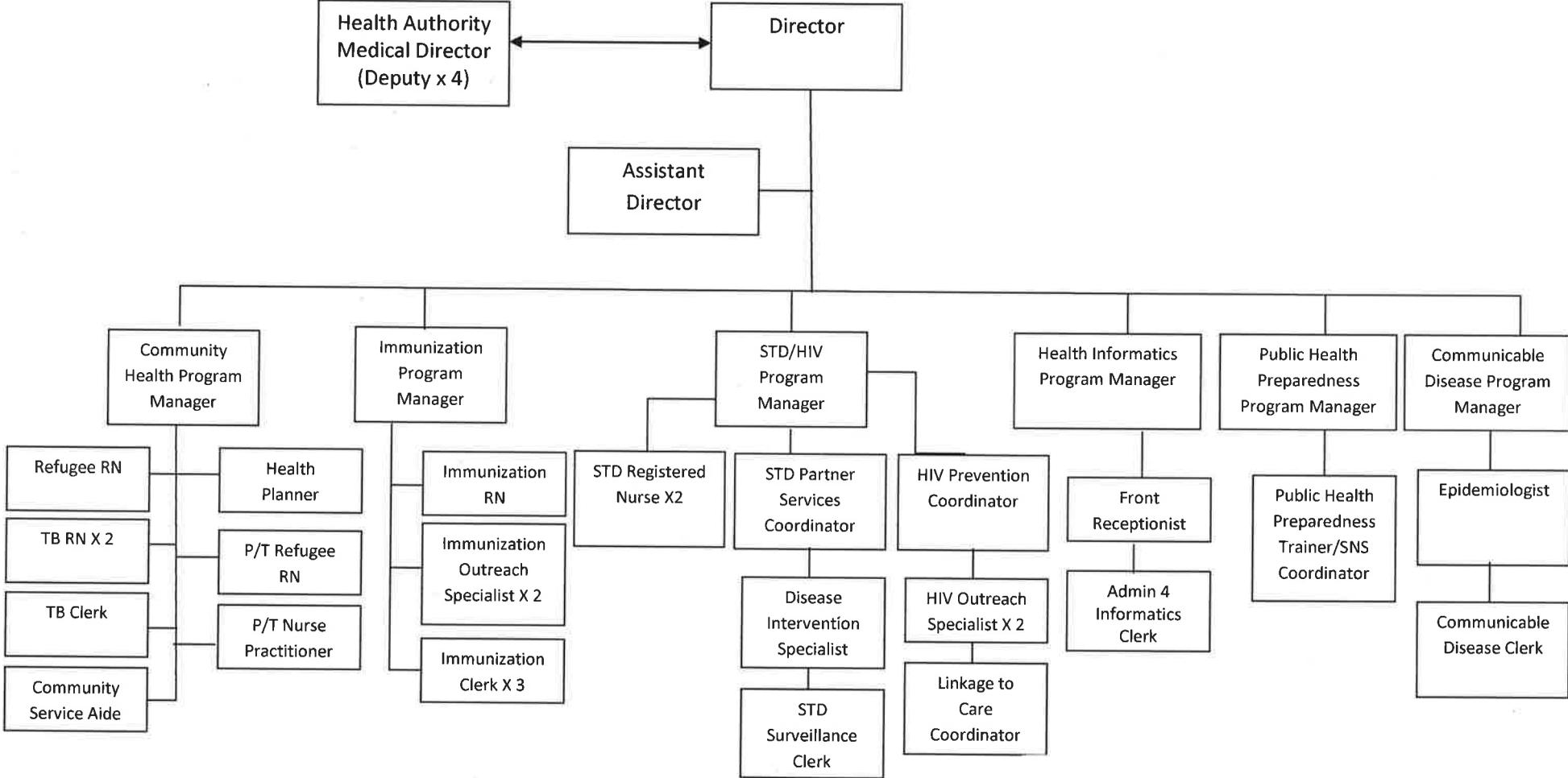
**III. INVOICE AND PAYMENT**

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services  
 Claims Processing Unit, MC 1940  
 1100 West 49<sup>th</sup> Street  
 P.O. Box 149347  
 Austin, TX 78714-9347  
 FAX: (512) 458-7442  
 EMAIL: [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us)

- B. Grantee will be paid in accordance with the Budget in Attachment B of this Contract.
- C. All invoices must reference Contract # \_\_\_\_\_ and PO# once issued.

Proposed 2018/2019 Organizational Chart: City of Amarillo Department of Public Health



F

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

### Agenda Caption

**CONSIDER – LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND INTERNATIONAL AEROSPACE COATINGS, INC.**

### Agenda Item Summary

This item is a multi-building and land lease at the Rick Husband Amarillo International Airport, between the City of Amarillo and International Aerospace Coatings, Inc (IAC). The leased areas consist of 5 aircraft painting hangars, 1 storage building, and approximately 890,192 square feet of combined land area. The lease is a 5-year lease beginning on September 26, 2019, and ending on September 25, 2024, with three separate renewal options of 5-years each. The lease amount is \$444,000 for year one, with a 3% increase each subsequent year. IAC currently has a similar expiring lease for these buildings and land at the Airport.

### Requested Action

Please approve the lease agreement between the City of Amarillo and International Aerospace Coatings, Inc.

### Funding Summary

This is a revenue item.

### Community Engagement Summary

N/A

### Staff Recommendation

Airport staff recommends approval of the lease agreement between the City of Amarillo and International Aerospace Coatings, Inc.

AIRPORT LEASE AGREEMENT BETWEEN  
THE CITY OF AMARILLO  
AND  
INTERNATIONAL AEROSPACE COATINGS, INC.

SEPTEMBER 26, 2019

AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND  
INTERNATIONAL AEROSPACE COATINGS, INC.

Table of Contents

SECTION 1 PREMISES.....	1
SECTION 2 TERM.....	2
SECTION 3 MINIMUM STANDARDS; USES REQUIRED AND PERMITTED .....	2
SECTION 4 RENTALS, FEES, AND CHARGES .....	3
SECTION 5 IMPROVEMENTS .....	4
SECTION 6 RIGHTS OF TERMINATION .....	4
SECTION 7 INSURANCE.....	7
SECTION 8 INDEMNITY .....	8
SECTION 9 FAIR AND EQUITABLE TREATMENT .....	9
SECTION 10 SIGNS .....	9
SECTION 11 MAINTENANCE .....	9
SECTION 12 TAXES AND LICENSES.....	10
SECTION 13 UTILITIES .....	11
SECTION 14 LAWS AND REGULATIONS.....	11
SECTION 15 FIRE SAFETY AND SECURITY .....	12
SECTION 16 EASEMENTS .....	12
SECTION 17 ACCESS BY TITLE AUTHORITY.....	12
SECTION 18 HOLDING OVER.....	13
SECTION 19 NON-DISCRIMINATION.....	13
SECTION 20 ANTI-HUMAN TRAFFICKING .....	14
SECTION 21 ASSIGNMENT .....	14
SECTION 22 GENERAL COVENANTS AND CONDITIONS .....	15
SECTION 23 NOTICES, ENTIRE AGREEMENT .....	18
SECTION 24 ENVIRONMENTAL MATTERS.....	19
EXHIBIT A .....	22 - 23

AIRPORT LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND  
INTERNATIONAL AEROSPACE COATINGS, INC.

THIS Airport Lease Agreement ("Agreement") is entered into by and between the City of Amarillo, ("City" or "Airport" or "Lessor"), and International Aerospace Coatings, Inc., a corporation organized and existing under the laws of the State of Washington, doing business as "IAC" ("Lessee") on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSETH:

WHEREAS, The City of Amarillo is the owner and operator of the Rick Husband Amarillo International Airport ("Airport"); and

WHEREAS, The City and Lessee, previously entered into an Airport Lease Agreement dated January 25, 2000, ("Original Lease") as amended by a First Amendment dated September 28, 2004, a Second Amendment dated December 3, 2014, and a Third Amendment dated January 17, 2017, (collectively the "Original Amended Lease"); and

WHEREAS, the Third Amendment to the Original Lease approved and confirmed the merger of International Aerospace Coatings, Inc., and the original Lessee of the Original Lease, Leading Edge Aviation Services, Inc.; and

WHEREAS, the parties hereby agree to terminate the Original Amended Lease and to enter into this Agreement, which shall upon execution supersede and replace the Original Amended Lease; and

NOW, THEREFORE, in consideration of the agreements set forth herein and of the mutual covenants herein set forth, the parties agree as follows:

SECTION 1 - PREMISES

Section 1. 1 The City does hereby demise and let unto Lessee and Lessee does hereby lease and take from the City the real property described in Exhibit A attached to this Agreement and by this reference made a part of this Agreement ("Leased Premises"), together with all rights (including, but not limited to, the rights of ingress and egress) licenses and privileges needed in connection therewith for operating an aircraft painting operation on the Leased Premises. The Leased Premises consists of approximately 890,192 square feet of combined building, paved, and land area.

Section 1.2 Lessee covenants that it will use its best efforts to prevent the general public (other than employees, customers, and visitors of the Lessee while conducting business at the Leased Premises) from parking automobiles on the Leased Premises, and in no event shall the Lessee operate a public automobile parking facility and/or charge for automobile parking (other than charging its employees, customers, and visitors of the Lessee while conducting business at the Leased Premises) on the Leased Premises. The Lessee shall use, and shall permit others to use, automobile parking spaces on the Leased Premises solely for the parking of automobiles of persons employed by businesses operating on or patronizing the Lessee's business.

## SECTION 2 - TERM

Section 2.1 Lessee shall have and hold said Leased Premises for a period of five (5) years, commencing at 12:01 a.m. local time on September 26, 2019, and ending on the 25th day of September 2024, at 11:59 p.m. local time ("Initial Term").

Section 2.2 At the end of the Initial Term or any renewal term, or upon termination for any reason, the Lessee shall, within forty-five (45) days after the date of termination, remove itself and all personal possessions, excluding fixtures and other permanent improvements, and vacate the Leased Premises.

Section 2.3. Lessee shall have three (3), five (5)-year renewal options to renew all or any portion of the Leased Premises. A renewal term shall be exercised by written notification to the City no later than six (6) months prior to the expiration of the then-current term. These renewal options shall be subject to Lessee being current on all payments to the City required by this agreement.

## SECTION 3 - MINIMUM STANDARDS; USES REQUIRED AND PERMITTED

Section 3. 1 For the conduct of its business on the Airport, the Lessee covenants that it is at the time of execution of this Agreement, and will be throughout the duration of this Agreement, in compliance with the "Minimum Standards for Commercial Aeronautical Activities at the Rick Husband Amarillo International Airport" (the "Minimum Standards") as amended or modified from time to time and as approved by the City of Amarillo. The Minimum Standards are hereby made part of this agreement and incorporated herein by reference and a copy of the Minimum Standards may be obtained at the Airport Administration Offices. The Lessee agrees to comply with the provisions

of amendments to the Minimum Standards as may be enacted by the City from time to time during the term of this Agreement.

Section 3.2 Lessee is hereby designated as an "Other Commercial Activities Operator" for purposes of applicability to the Minimum Aeronautical Standards established by the City of Amarillo, and as such is authorized to engage in the full range of aeronautical duties and furnish the full range of aeronautical services approved under this category of operator.

~~Section 3.3 All requests by Lessee to provide other services and activities not provided for~~ in the Minimum Standards shall be submitted to the City in writing with a clear and concise description of the proposed service accompanied by the appropriate exhibits. Approval or rejection of any such proposal made to the City will be made by the City in writing.

Section 3.4 Nothing herein shall limit, restrict, or take away the Lessee's right to enter into an agreement to do business with any manufacturer, distributor, wholesaler or retailer, service representative, supplier, or other agent of their choice, except as may be specifically stated herein.

#### SECTION 4 - RENTALS, FEES, AND CHARGES

Section 4.1 Lessee shall pay to the City as rentals, fees, and charges for the Leased Premises the following:

a. For the first year of this Initial Term, the rental amount shall be \$37,000 per month. For years 2 through 5 of the Initial Term, the rental amount shall increase by 3% each year, on the anniversary date of this agreement. Rental amounts for any renewal term will be negotiated upon the exercise of the renewal term by Lessee. Said rental amounts shall be individual lump sum payments, payable monthly in advance, on or before the first business day of each calendar month of the term.

Section 4.2 Any payment not delivered to the City when due shall be subject to a late payment charge of one and one-half percent (1 1/2%) per month until paid, or the maximum amount allowed by law, whichever is less.

Section 4.3 Lessee shall provide Lessor a list of all landed aircraft serviced by Lessee during the previous calendar month. This list should include the aircraft tail #, exact aircraft type, date of landing at the Airport, landed weight of the aircraft (if available), and the aircraft owner name, address, and contact information.

Section 4.4 Lessee shall pay the City for any and all security badging and credentialing in accordance with the City's then current standard charges at the time of incurring the charge. If Lessee

shall cause extensive rebadging of its employees due to non-compliance with the rules and regulations of TSR 1542 or the Airport's approved Security Program, the City shall charge a 15% administrative fee in addition to the standard charges for the badging or credentialing.

## SECTION 5 - IMPROVEMENTS

Section 5.1 No improvements shall be made on the Leased Premises by Lessee without the written consent of the City. All such improvements shall comply with the then current safety regulations, building codes, fire regulations, and applicable laws and ordinances of the United States, the State of Texas, and the City of Amarillo. All such improvements shall be pursued to completion once initiated with the exercise of all due diligence and attention and without undue delay.

Section 5.2 Notwithstanding anything to the contrary contained in this agreement, no improvements currently existing on or in the Leased Premises on the effective date of this agreement will be required to be removed by Lessee at the end of this agreement's term or any optional renewal term.

Section 5.3 Lessee covenants and agrees that it will make capital improvements to the Leased Premises in accordance with its capital improvement schedule, attached hereto.

Section 5.4 Lessee understands and agrees that no liens, including but not limited to mechanic's or material men's liens, will be tolerated on City property, and Lessee agrees to remove any such lien(s) immediately, either by payment or bonding it off.

Section 5.5 All improvements made by the Lessee to the Leased Premises shall be in accordance with the Federal Aviation Administration-approved Airport Master Plan, as applicable and as it may be amended from time to time, unless prior written approval to do otherwise is granted by the City. All improvements made by the Lessee to the Leased Premises shall be subject to the prior architectural, engineering, and contractor approval of the City. Performance and Payment Bonds in amounts commensurate with the cost of the improvements may be required by the City to be posted by the Contractor in connection with all improvements to the Leased Premises made by the Lessee, at the City's discretion.

## SECTION 6 - RIGHTS OF TERMINATION

Section 6.1 Except as otherwise set forth herein, upon any failure of performance of the terms

of this Agreement by Lessee, or in the event of flagrant or repeated violations by Lessee's officers, agents, or employees, of the Airport Rules and Regulations, which Rules and Regulations are incorporated herein by reference, the Minimum Aeronautical Standards, City of Amarillo Ordinances that are applicable to Lessee's operations at the Rick Husband Amarillo International Airport, or any other written mandate approved by the City Council of the City of Amarillo, the City may elect to treat such failure or violation as a breach of this Agreement and may cancel and terminate this Agreement by giving written notice to Lessee. Upon receipt of such notice, Lessee shall have a period of thirty (30) days thereafter within which to remedy such breach, provided that, in the event the breach cannot be remedied within such period, the Lessee must nevertheless, within such period, initiate the remedy and diligently and continuously prosecute its completion. Should Lessee fail to remedy such breach or initiate the remedy within the prescribed thirty (30) days, this Agreement shall be considered terminated immediately and without further notice to Lessee. The City may, at its sole discretion, extend the time for remedy of the breach for such additional time as it deems necessary to correct same. Such extension shall be on a case-by-case basis.

Section 6.2 In addition to the right of the City to terminate the Agreement as set forth in Section 6.1 above, the City shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following circumstances, which termination shall be accompanied by written notice to Lessee setting forth the effective date of termination:

a. In the event that there is any default in payment by the Lessee of rentals, fees, and charges due to the City under this Agreement and such default continues for ten (10) days following written notice by the City to the Lessee of sums due, owing, and unpaid, which payment is not contested by Lessee within ten (10) days following the written notice of default.

b. Upon receipt by City of notice of cancellation of Lessee's insurance, or upon receipt of notice of reduction of Lessee's insurance below the limits required herein, Lessee shall be required to cease all operations immediately, and shall have a period of thirty (30) days within which to replace said insurance or restore it to the required limits; and Lessee's failure to do so within said period shall constitute grounds for termination.

c. Upon receipt of notice of the filing of voluntary petition of bankruptcy by Lessee; adjudication of Lessee as bankrupt; the filing of any involuntary petition of bankruptcy against Lessee and failure of Lessee to have the same dismissed within a reasonable time; appointment of receiver of Lessee's assets; the making of a general assignment for the benefit of creditors; the filing of a petition or answer seeking an arrangement for the reorganization of Lessee under any Federal

Reorganization Act, including petitions and answers under the Federal Bankruptcy Act; the occurrence of any act which operates to deprive the Lessee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the privileges granted herein; or, the levy of any attachment or execution which substantially interferes with Lessee's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) days.

d. Upon the voluntary abandonment, vacating, or discontinuance of Lessee's operations on the Leased Premises for more than seventy-two (72) consecutive hours, unless such abandonment, vacating, or discontinuance is caused by national emergency, order of a governmental authority, Act of God, or similar causes not within the Lessee's control.

e. Issuance by any Court of competent jurisdiction of any injunction substantially restricting the Lessee's activities and the continuation of the injunction, whether permanent or temporary, for a period of thirty (30) days.

Section 6.3 The City shall have the right to terminate this Agreement as to all, or any portion, of the Leased Premises needed for approved Airport expansion provided the City gives three hundred and sixty five (365) days advance written notice to Lessee of the need to reclaim all or a portion of the Leased Premises for approved airport expansion, and purchases from the Lessee the unamortized portion of any improvements on any reclaimed property. City agrees in such event to make a reasonable effort to offer Lessee, from any other Airport area designated or suitable for use by an aircraft painting operator, an alternative site with similar operating area, with access to ramp and other airport facilities, and upon lease terms reasonably related to the extent of relocation of Lessee's operations which may be required of Lessee.

Section 6.4 Lessee shall have the right to terminate this agreement at any time during its term after the occurrence of any one or more of the following circumstances, which termination shall be accomplished by written notice to the City setting forth the effective date of termination;

a. The City commits any act or acts preventing the Lessee from conducting reasonable normal business activities and operations for a period of more than thirty (30) days.

b. The interruption of the normal business activities of Lessee or its operations for a period of more than thirty (30) days due to civil strife and commotion, acts of military power, damage to the runways making them unusable, or issuance of Court Order restraining the use of the Airport.

## SECTION 7 - INSURANCE

Section 7.1 At all times during the term of this Agreement or any agreed upon extended term hereof, Lessee shall maintain in force a policy or policies of insurance issued by a company or companies duly authorized to do business in the State of Texas and with a Best Rating of B+ or better, insuring the Leased Premises and any additional premises necessary or incidental to Lessee's operations with the following coverages:

- a. Commercial General Liability Insurance with a minimum bodily injury and property damages per occurrence limit of \$10,000,000.00 for coverage of bodily injury and property damage; personal and advertising injury; and products/completed operations. Additionally, the policy shall contain Independent Contractor Coverage, Ground Hangarkeepers liability, blanket contractual liability coverage for liability assumed under the Lease, and medical expense coverage of \$5,000.00 any one person.
- b. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000.00 for bodily injury and property damage.
- c. Aircraft Liability Insurance for all non-owned aircraft with a minimum property damage per occurrence limit of \$10,000,000.00.
- d. Workers' Compensation and Employers Liability coverage with limits consistent with the Texas Workers' Compensation Act and minimum policy limits for Employers Liability of \$1,000,000.00.

These limits may be changed from time to time by the City.

Section 7.2 The City, its council, officers, and employees shall be named as additional insureds for commercial general liability and business automobile liability; certificates evidencing such coverage shall be provided to the City. The workers' compensation and employer's liability must contain a waiver of subrogation in favor of the City. All policies shall be endorsed to provide for notice by the company to the City in writing at least thirty (30) days prior to the amendment, cancellation, or termination of any policy or policies of insurance provided by the Lessee pursuant to the terms of this Agreement.

Section 7.3 Lessor, at Lessee's expense, shall procure insurance on all hangars and buildings, except non-permanent improvements and betterments made by Lessee, insuring them against fire, windstorm, and other damaging perils including extended coverage in an amount sufficient to cover the replacement value of the hangars, buildings, and facilities. It is specifically acknowledged and

agreed by Lessor and Lessee that Lessee shall reimburse Lessor annually for all of the cost of the fire, windstorm, and extended coverage insurance within thirty (30) days of being invoiced therefore by Lessor. Additionally, Lessee acknowledges and agrees that Lessee shall be responsible for payment of any deductible amount relative to the fire, windstorm, or extended coverage insurance in any case of damage to or destruction of the insured hangars, buildings, and facilities before Lessor shall have any obligation to replace any damaged or destroyed hangar, building, facility, or portion thereof utilizing the said insurance. ~~Lessee acknowledges and hereby agrees that Lessor is not Lessee's~~ insurer and that Lessee shall take whatever action is necessary, at Lessee's own expense, to protect its interests and property from damage or destruction.

## SECTION 8 - INDEMNITY

Section 8.1 Lessee shall protect, defend, indemnify, and hold harmless the City and its Council, officers, and employees from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, interest, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Leased Premises, or out of the acts or omissions of Lessee's officers, agents, employees, subtenants, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death, or damage is caused predominately by the negligence of the agents, servants, or employees of the City. The City shall give to Lessee prompt and timely notice of any such claim or action. The City shall be entitled to choose counsel to represent it, at Lessee's expense, in connection with the matters covered by the provisions of this Section and said provisions shall survive the expiration or early termination of this Agreement.

Section 8.2 Lessee agrees to insure the above contractual obligation to City. Lessee and its insurer, or either of them, shall have the right to compromise and defend all claims, actions, suits, or proceedings to the extent of the Lessee's interest therein; and in connection therewith, the parties hereto agree to cooperate fully with each other and with Lessee's insurer in the defense thereof.

Section 8.3 It is expressly understood and agreed that Lessee and its contracting parties are, and shall remain, independent contractors and operators, responsible to all parties for their acts or omissions, for which the City shall in no way be responsible.

Section 8.4 The rights and indemnification under this Agreement are, in addition to all other rights and remedies of the City hereunder and available, at law or in equity. The indemnification provisions herein shall survive the expiration or earlier termination of this Agreement.

#### SECTION 9 - FAIR AND EQUITABLE TREATMENT

Section 9.1 It is understood and agreed that the rights, privileges, and licenses granted herein to Lessee shall not be exclusive, but the City, at its option, may also grant similar rights, privileges, and licenses, and may lease other space to one or more additional lessees and licensees; however, such additional leases or licenses shall not be for rentals, fees, or on terms and conditions more favorable than those imposed upon Lessee herein.

#### SECTION 10 - SIGNS

Section 10.1 The Lessee shall have the right to install, paint, place, display, exhibit, or otherwise locate signs and other advertisements promoting its name and the brands of products and services that it offers for sale at such locations upon the Leased Premises or any improvements thereon as it may choose; provided, however, that such installation is in compliance with the City's Sign Ordinance, and that the Lessee has applied for and received prior written approval by the City for such signs and their locations.

Section 10.2 The City hereby acknowledges its approval of all such signs presently in place on the Leased Premises.

#### SECTION 11 - MAINTENANCE

Section 11.1 Lessee, at its sole cost and expense, shall maintain the Leased Premises, including any installed utility or specialized mechanical/electrical systems, and the improvements and appurtenances thereto at all times in a safe and neat condition, free of unsightly conditions and in good physical repair consistent with good business practice. Lessee shall repair all damage to the Leased Premises caused by its employees, subtenants, licensees, or visitors or arising out of its operation thereon; it shall maintain and repair all equipment thereon, including any drainage installations, paving, curbs, islands, and improvements; and it shall maintain and repair such buildings

and facilities as shall be necessary from time to time. Lessee shall have responsibility for removal of snow, ice, and debris from the Leased Premises.

Section 11.2 The City, in its discretion, which shall be reasonably exercised, shall be the judge of the quality of maintenance. Upon written notice by the City to Lessee, Lessee shall be required to perform reasonable maintenance that the City deems necessary. If such maintenance or reasonable steps to undertake such maintenance are not commenced by Lessee within ten (10) days after receipt of such written notice, the City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which, including a 15% administrative charge, shall be borne by Lessee. Payment for such work performed by the City shall be made by Lessee within thirty (30) days after receipt of billing by the City for the same.

Section 11.3 The Lessee shall provide proper and adequate container-enclosed storage for all garbage, trash, debris, junk, rags and other items within the Leased Premises awaiting collection and disposal and shall be solely responsible for arranging for and paying the cost of collection and disposal of the same.

## SECTION 12 - TAXES AND LICENSES

Section 12.1 Lessee shall pay all license fees, permit fees, and/or any and all taxes necessary or required by law in connection with its occupancy of the Leased Premises or the operation of its business thereon. In the event that by legislative enactment, judicial action, or administrative decision the City or Lessee shall be determined to be liable for any real estate taxes, charges in lieu of taxes, or use charge assessed against the Leased Premises or improvements thereon, or any excise or tax on the activities or operations conducted on the premises, Lessee shall pay the same in the manner provided and shall reimburse the City for any such taxes, charges, or excises that the City may be required to pay.

Section 12.2 Lessee shall have the right, either in its own name or in the name of the City, to contest or litigate, in the appropriate tribunal or tribunals, the validity of such assessment or the amount thereof at the expense of the Lessee. Lessee shall indemnify and hold harmless City against any loss or damage arising from Lessee's contest of said assessment or its failure to pay the same pending final adjudication of the validity of the assessment and/or the amount thereof by Court or other tribunal of competent jurisdiction.

Section 12.3 As in the above section, the phrase "charge in lieu of taxes" shall not include any

charges in lieu of taxes voluntarily assumed by the Lessee or City. Such charges voluntarily assumed shall be the obligation of the Lessee or City, as the case may be, voluntarily assuming obligation for the same.

### SECTION 13 - UTILITIES

Section 13.1 Lessee shall pay for all utilities and charges for its business and operations on the Leased Premises. For purposes of this section, utilities refer to electricity, water, natural gas, radio communications, sewer, telephone, any and all data communications, and the transmission or provision of any type of commodity or service for which a fixed method of transmission, such as a pipe, wire, or cable, is used.

### SECTION 14 - LAWS AND REGULATIONS

Section 14.1 Lessee agrees to observe, obey, and abide by all applicable current and future federal, state, and local applicable laws, ordinances, rules, and regulations including, but not limited to all applicable Airport and airfield rules and regulations for the common and joint use of the Airport facility and all applicable rules and regulations promulgated by the Federal Aviation Administration, the Transportation Security Administration, or any other governmental agency having jurisdiction over the subject matter.

Section 14.2 Any fines incurred as a result of violations by the Lessee or its employees, or the failure by the Lessee or its employees to fulfill its obligations with respect to airport security measures adopted by the Airport in the form of the Airport Security Program under TSR 1542 (as amended from time to time) and/or any directive from the Federal Aviation Administration, within its assigned area or responsibility, shall be the sole responsibility of the Lessee, once all appeals procedures reasonably agreed to by the parties have been exhausted. In any case where the Lessee desires to have an appeal pursued at the Lessee's expense, the City agrees to cooperate fully in such appeal, provided the Lessee pays all reasonable expenses of the City related to such appeal.

## SECTION 15 - FIRE SAFETY AND SECURITY

Section 15.1 Lessee shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention and protection, and shall furnish and maintain adequate fire extinguishers in sufficient numbers and in convenient and accessible places upon the Leased Premises; said fire extinguishers to be charged and ready for immediate use as required by said fire regulations and applicable laws and ordinances. Lessee shall abide by all applicable NFPA guidelines related to fire prevention and protection.

Section 15.2 Lessee acknowledges that although the City maintains certain fire-fighting capabilities as required for its operation of the Airport, maintains a police and/or security force for the protection of the public, and provides the security required by the Transportation Security Administration and other governmental agencies, and that while the same may be available for emergencies of the Lessee from time to time, the City is under no obligation to provide police or fire protection to the Lessee other than what might be expected from any other commercial entity at an off-airport location.

## SECTION 16 - EASEMENTS

Section 16.1 The Leased Premises are accepted by Lessee subject to any and all existing easements or other encumbrances. The City reserves the right to establish, grant, or utilize easements or rights-of-way over, under, along, and across the Leased Premises for utilities, pipelines, drains, or access as it may deem advisable for the public good; provided, however, that the City agrees to exercise such rights in a manner that will not unreasonably interfere with Lessee's use of the Leased Premises.

## SECTION 17 - ACCESS BY TITLE AUTHORITY

Section 17.1 The City shall have the right to enter the Leased Premises during normal business hours on reasonable notice, and at any time in the event of an emergency, to inspect the Leased Premises, and for any lawful purpose, provided that such entry by the City shall not unreasonably interfere with Lessee's conduct of its business.

## SECTION 18 - HOLDING OVER

Section 18.1 Should Lessee remain in possession of Leased Premises after the expiration of the term of the Agreement without having executed a new lease, such holding over shall be construed as a tenancy from month to month, subject to all conditions, provisions, and obligations of this Agreement applicable to a month-to-month tenancy, and subject to applicable federal, state, and local laws.

## SECTION 19 - NON-DISCRIMINATION

Section 19.1 Lessee, in the use of the Leased Premises, and in the services offered hereunder, will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, national origin, sex, or religion. Such action shall include but not be limited to the following: Employment, Referral for Employment, Upgrading, Demotion or Transfer, Recruitment or Recruitment Advertising, Lay-off or Terminations, Rates of Pay or Other Forms of Compensation, and Selection for Training including Apprenticeship. The parties agree to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this Section 19.

Section 19.2 The Lessee, for itself, successors in interest, and assigns, as a part of consideration hereof, does hereby covenant and agree as a covenant running with the land:

a. That no person, on the grounds of race, color, national origin, sex, or religion, shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of Lessee's facilities;

b. That in the construction of any improvements on, over or under the Leased Premises and the furnishing of services thereon, that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation therein, denied the benefits thereof, or otherwise be subject to discrimination;

c. That the Lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations

may be amended.

Section 19.3 In the event of such breach of any of the above non-discrimination covenants, the City shall have the right to terminate this Agreement and to re-enter and repossess the Leased Premises and hold the same as if this Agreement had never been issued. This provision shall not be effective until the procedures of Title 49, code of Federal Regulations, Part 21, are followed and completed including exercise of expiration or appeal rights.

## SECTION 20 – ANTI-HUMAN TRAFFICKING

Section 20.1 The Rick Husband Amarillo International Airport condemns all forms of human trafficking including the commercial sexual exploitation of children. The Airport believes that the protection of children from sexual exploitation is a moral imperative and socially responsible business policies and practices must reflect this principle. The Airport will strictly comply with all applicable laws and regulations regarding the prevention of human trafficking and the commercial sexual exploitation of children, including the prevention of the use of its premises for such exploitation. The Airport will train our staff to ensure they know how to respond to suspected exploitation in the course of their work. We ask our on-airport tenants and partners to do the same.

## SECTION 21 - ASSIGNMENT

Section 21.1 The Lessee shall neither directly nor indirectly give, assign, encumber, transfer, or grant control of this Agreement or any interest herein, or right or privilege granted hereunder, or sublet the whole or any portion of the Leased Premises, or license the use of the same in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. In addition, any sublease, license, or assignment of property or rights to a commercial operator (as defined in the Minimum Standards) for the purpose of generating revenues from operations on the Airport shall require the approval of the City, and any other subleases or assignments shall require the approval of the City.

Section 21.2 Any request for consent or approval must be in writing. Requests related to commercial operators must be accompanied by an agreement signed by the proposed assignee, sublessee, or licensee of the Lessee, providing for payment to the City by such party as provided in the Minimum Standards.

Section 21.3 Any breach of any provision of this Section shall give the City the right to terminate this Agreement immediately. Any transfer of this Agreement from Lessee by merger, consolidation, or litigation shall constitute an assignment for the purposes of this Agreement. Upon any termination of this Agreement, the City shall have the right, at its election to terminate any sublease in effect without the consent of the sub lessee concerned, or any license agreement without the consent of the licensee concerned. However, the City reserves the right to assume all subleases of Lessee to avoid interruption of subtenant/sub lessee operations.

Section 21.4 No assignment or subletting shall relieve the Lessee from its responsibilities to pay rents, fees, and charges assumed under the provisions of this Agreement, and the Lessee shall remain primarily liable therefore.

Section 21.5 Any assignee, sub lessee, or licensee of the Lessee approved by the City in writing will be subject to the same Minimum Standards applicable to the Lessee.

Section 21.6 The City recognizes that Lessee may have a need to request consent to assign its leasehold estate as security for financing for its business operations, and the City agrees that it will cooperate with Lessee and the financial institution chosen by it in the drafting of suitable documents for that purpose, and that its consent to such assignment will not be unreasonably withheld.

Section 21.7 Any sale of a majority of the stock of Lessee shall be considered an assignment under this Section 21 and shall be governed by the terms hereof.

Section 21.8 The City shall be entitled to recover, from Lessee, reasonable attorney's fees or other expenses incurred by the City in connection with any proposed assignment of this Agreement, and Lessee shall pay such costs and expenses immediately and directly to the City upon execution of the documents necessary to conclude the transaction.

## SECTION 22 - GENERAL COVENANTS AND CONDITIONS

Section 22.1 The City covenants that it shall continue to operate the Airport as a public facility for the use and benefit of the general public throughout the term of this Agreement, consistent with applicable government regulations and subject only to circumstances that are unknown at the time of execution of this Agreement and beyond the control of the City.

Section 22.2 The laws of the State of Texas shall govern disputes arising out of, or due to the execution of the terms or conditions of this Agreement. The parties each, individually and collectively, submit to the jurisdiction of the state courts of Potter County, Texas, and the federal court of the

Northern District of Texas.

Section 22.3 The Lessee covenants that it shall furnish and supply services to all users of the Airport on a fair, equal, and not unjustly discriminatory basis and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service rendered. The Lessee shall, however, be permitted to give reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers in accord with generally accepted trade practices. The Lessee shall provide its current prices and charges for goods sold, services provided, and activities conducted under this Agreement to the City upon request.

Section 22.4 The Lessee agrees, and shall cause its sub lessees, licensees, successors, and assigns to agree to operate and maintain the facility in accordance with applicable local ordinances, state and federal statutes, and the rules and regulations of the United States Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Fire Marshal, the applicable National Fire Protection Association (NFPA) guidelines, applicable building codes, commonly accepted industry practices, and the rules, regulations and practices approved or mandated by any other federal, state, or local government or agency thereof having jurisdiction over disposal procedures and practices, water or air quality control, or other environmental concerns.

Section 22.5 The Lessee further covenants that it will under no circumstances dispose of unused or contaminated fuel, oil, solvents, paint, other petroleum or petrochemical products of any type, whether liquid or solid, or any other material deemed a hazardous material by dumping or burning by fire, either upon or off the Airport premises in any manner or fashion, but shall dispose of the same only in accordance with environmentally accepted practices and disposal procedures as set forth above. This Section 22.5 and all of its terms shall inure to the benefit of and be binding upon the Lessee and its authorized sub lessees, licensees, successors, and assigns.

Section 22.6 The parties agree that this Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America relative to the operation and/or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of Airport properties.

Section 22.7 The parties agree that nothing contained in this Agreement shall be construed to grant an exclusive aeronautical right.

Section 22.8 Subject to the provisions of this Agreement, the City reserves the right to further develop or improve the Airport as it sees fit in accordance with the Master Plan for the City of Amarillo Rick Husband Amarillo International Airport, the Minimum Standards, and other standards

relating to the use of the Airport regardless of the desires of the Lessee. Lessee shall not interfere with or hinder such development.

Section 22.9 The parties agree that no provision of this Agreement shall limit the City or expose the City to any liability for the exercise of its statutory rights and obligations to control the Airport, to provide for the safety and security of all users of the Airport and to make available suitable facilities for cargo services, passenger and baggage services, and the landing accommodation of aircraft. In addition, the parties agree that the City shall retain the right to cause work of the same or a different kind to be performed by its own personnel during the Term of this Agreement, including, but not limited to, other fixed base operators, airline ground handling services or any other services set forth in the Minimum Standards, including those that may be in competition with Lessee's current or reasonably anticipated business.

Section 22.10 The parties agree that the failure of the City to insist upon a strict enforcement or performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that the City may have and shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. Each term and provision of this Agreement performable by the Lessee shall be construed to be both a covenant and a condition.

Section 22.11 The parties agree that nothing contained in this Agreement shall be construed to create a relationship of principal and agent, a partnership, a joint venture, or any association between the City and the Lessee other than as described herein.

Section 22.12 In the event of litigation between the Lessee and the City, related to this Agreement or to Lessee's business on the Airport, the party successfully defending or prosecuting any action brought by or against the unsuccessful party shall be entitled to recover from the unsuccessful party court costs, reasonable attorney's fees, and related expenses incurred as a result of that action.

Section 22.13 The Section or paragraph headings of this Agreement are for convenience only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision hereof.

Section 22.14 This Agreement and all of its terms and conditions shall inure to the benefit of and be binding upon the City and its successors and assigns and upon the Lessee and its authorized sub lessees, licensees, successors, and assigns.

Section 22.15 No breach by the City of any covenant or agreement herein contained shall give rise to a cause of action or claim against the City for damages, but Lessee shall have the right to specific performance, mandamus, injunction, or such other similar relief with respect to any breach

or threatened breach hereof by the City.

Section 22.16 Section 21 shall not apply to any valid assumption or assignment of this Agreement, the Leased Premises, or any part thereof, by a trustee, or by the Lessee as a debtor in possession under Section 365 of Bankruptcy Code of 1978, as amended; provided, however, that adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended, is to be provided, in writing, as a condition of the assumption or assignment of this Agreement. Such assurance shall include but not limited to:

- a. Adequate assurance of the reliability of the proposed source for the rentals, fees, and charges due under this Agreement upon the assumption or assignment of this Agreement;
- b. Adequate assurance that all other consideration due under this Agreement shall be forthcoming after the assumption or assignment of this Agreement; and
- c. The procurement of a bond from a financially reputable surety covering any costs or damages incurred by the City in the event that Lessee becomes entitled to and exercises any right to reassign the Leased Premises under this Agreement.

Section 22.17 Lessee shall, upon payment of the rentals, fees, and charges required hereunder and upon compliance with the terms, covenants, conditions, and obligations on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances and facilities as granted herein and by the Airport Rules and Regulations.

Section 22.18 No council member of the City, nor any member, officer, agent, director, or employee of the City or Lessee shall be charged personally or held contractually liable by, or to, the other party under any term or provision of this Agreement, because of any breach thereof, or because of its or their execution or attempted execution hereof.

## SECTION 23 - NOTICES, ENTIRE AGREEMENT

Section 23.1 Any request, demand, authorization, direction, notice, consent, or waiver provided or permitted to be made upon, given by, or furnished to, the City or Lessee shall be sufficient for every purpose hereunder if in writing and delivered (1) by hand, (2) by courier or express carrier, or (3) mailed by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

For the City:

RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT

Attention: Director of Aviation

10801 Airport Blvd

Amarillo, Texas 79111

For the Lessee:

INTERNATIONAL AEROSPACE COATINGS, INC.

Attention: Scott Olson, General Counsel and Secretary

5251 California Street

Suite 170

Irvine, CA 92617

The foregoing addresses may be changed by either party giving to the other party the same type of notice described above providing a substitute address.

Section 23.2 This Agreement represents the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement may be amended only by a written amendment, executed by both parties.

#### SECTION 24 - ENVIRONMENTAL MATTERS

Section 24.1 Lessee covenants that it will not, under any circumstance, release, dispose of, or cause the release or disposal of "Hazardous Materials", as defined in the Rules and Regulations of the Airport, as amended or implemented from time to time, either under, on or off the Leased Premises or the Airport property in any manner or fashion, but shall release and/or dispose of such Hazardous Materials only in accordance with Environmental Laws (as defined in the Rules and Regulations) and environmentally accepted practices and disposal procedures; and Lessee shall cause any soil or other portion of the Leased Premises (or if due to the acts or omissions of Lessee, any other portion of the Airport property which Lessee is authorized to use), which has become contaminated by any Hazardous Material, to be decontaminated, detoxified or otherwise cleaned up in accordance with Environmental Laws and environmentally accepted practices and clean-up procedures.

Section 24.2 Upon the expiration or earlier termination of this Agreement, Lessee shall, at its expense, (a) cause all Hazardous Materials previously owned, stored, or used on the Leased Premises to be removed from the Leased Premises and disposed of in accordance with Environmental Laws; (b) unless otherwise agreed to by the City, remove any aboveground or underground storage tanks or other containers installed and used to store Hazards Materials on the Leased Premises, and repair any damage to the Leased Premises caused by such removal; (c) with respect to any aboveground or underground storage tanks that the City agrees that Lessee may leave on the Leased Premises, have such tanks inspected and certified as being in compliance with Environmental Laws and, in the appropriate circumstance, provide a temporary or permanent Certificate of Closure for such tanks (in the event that a tank is closed only temporarily, all leak- detection systems must remain in place and be fully operational at the time Lessee surrenders the Leased Premises to the City); (d) cause any soil on the Leased Premises or other portion of the Airport property which has become contaminated by any Hazardous Materials stored or used on the Leased Premises to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of Environmental Laws and cognizant governmental authorities; and (e) with respect to each parcel of real property comprising the Leased Premises, surrender possession of the Leased Premises to the City free of contamination attributable to toxic materials or Hazardous Materials generated or used by Lessee or stored or disposed of by any party other than the City in or on the Leased Premises, regardless of the time of deposit of such toxic materials or Hazardous Materials.

Section 24.3 Lessee shall indemnify the city, its council, officers, and employees, defend them with counsel reasonable and acceptable to the City, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, costs or expense, including reasonable attorneys' fees, interest, environmental consultant and laboratory fees and the costs and expense of investigation and defending any claims or proceedings, resulting from or attributable to (a) the presence, disposal, release, or threatened release of any Hazardous Material that is on, from or affecting the Leased Premises, or any other of the Airport property which Lessee is authorized to use, if due to the acts or omissions of the Lessee, including the soil, water, vegetation, buildings, personal property, animals, or otherwise located on, under, or near such properties; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Material; (c) any lawsuits or administrative order relating to such Hazardous Material; or (d) any violation of any laws applicable to such Hazardous Material. The intent of this paragraph is to protect and indemnify the City in the event of environmental liability arising as a result of the past,

present, or future operations of Lessee on the Leased Premises.

Section 24.4 Lessee's indemnification obligations under this Section 25 shall survive the expiration or sooner termination of the term of this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized as of the day and year first above written.

ATTEST:

CITY OF AMARILLO

\_\_\_\_\_  
Francis Hibbs, City Secretary

\_\_\_\_\_  
Jared Miller

ATTEST:

INTERNATIONAL AEROSPACE COATINGS, INC.

  
\_\_\_\_\_  
Secretary, Scott Olson

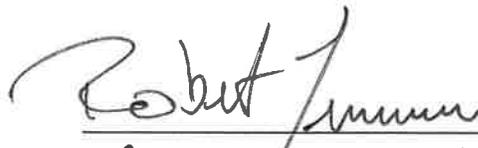
  
\_\_\_\_\_  
Robert Cummins, President

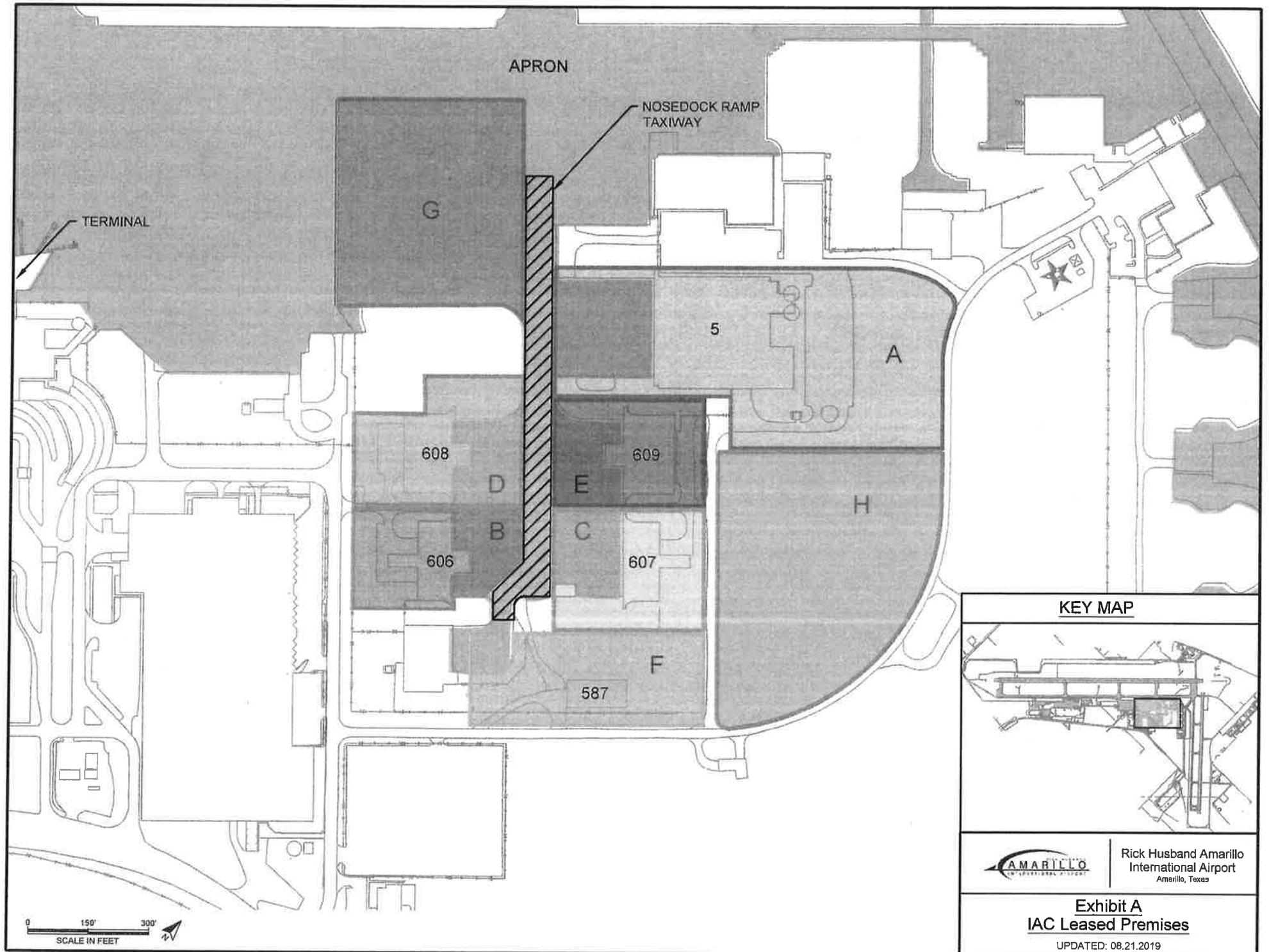
EXHIBIT A

INTERNATIONAL AEROSPACE COATINGS, INC.  
LAND AND BUILDINGS DESCRIPTION

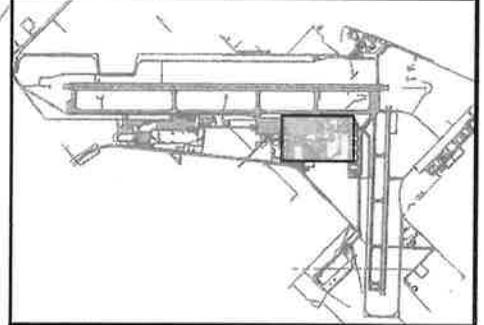
<u>Item</u>	<u>Area (SF)</u>
Hangar 5 (A)	96,000
Hangar 606 (B)	22,000
Hangar 607 (C)	22,000
Hangar 608 (D)	50,800
Hangar 609 (E)	30,800
Hangar 587 (F)	12,420
Aircraft Apron Area (G)	277,200
<u>Sod Area (H)</u>	<u>378,972</u>
Total	890,192

(Note 1: All items correspond with the appropriate colored & lettered area on the accompanying map and include all land and buildings shown within each corresponding colored & lettered area).

(Note 2: Rental rates are lump sum and are as indicated in Section 4 of the lease agreement text).



**KEY MAP**



Rick Husband Amarillo  
International Airport  
Amarillo, Texas

**Exhibit A**  
**IAC Leased Premises**

UPDATED: 08.21.2019

A

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Fiscal Responsibility
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<b>Department</b>	City Manager Michelle Bonner, Deputy City Manager
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### Agenda Caption

## **PUBLIC HEARING ON FISCAL YEAR 2019/2020 BUDGET:**

**This Budget will raise more total property taxes than last year's budget by \$3,029,641 or 6.59%, and of that amount \$764,961 is tax revenue to be raised from new property added to the tax roll this year.**

### Agenda Item Summary

This is the public hearing on the 2019/2020 budget.

### Requested Action

Council hold a public hearing on the budget.

### Funding Summary

N/A

### Community Engagement Summary

The City Council met on August 14<sup>th</sup> and 15<sup>th</sup> to review the proposed 2019/2020 budget. At the August 14<sup>th</sup> Council meeting, City Staff presented an overview of the proposed 2019 tax rate and required tax notices. On August 20, 2019 the City Council discussed the tax rate and approved a motion to consider a \$0.38851 property tax rate. On September 3, 2019 Council held the first mandatory public hearing on the 2019 tax rate. On September 10, 2019 Council held the second mandatory public hearing on the 2019 tax rate. (The property tax rate generates the amount necessary to fund the proposed 2019/2020 Budget.)

### Staff Recommendation

No action at this hearing.

B

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Fiscal Responsibility
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<b>Department</b>	City Manager Michelle Bonner, Deputy City Manager
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### Agenda Caption

**ORDINANCE NO. \_\_\_\_\_ :**  
**This is the first reading of an ordinance adopting the City of Amarillo budget for the 2019/2020 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.**

### Agenda Item Summary

This is the first reading of the ordinance adopting the City of Amarillo budget for the 2019/2020 fiscal year.

### Requested Action

Council approval of the ordinance. The wording on the motion to approve the budget ordinance:  
*'I move that we adopt the proposed budget which reflects an increase in revenue derived from property tax revenues over last year's budget.'*  
 A record vote is required for approval of the budget ordinance, with the name and vote of each member officially recorded.

### Funding Summary

N/A

### Community Engagement Summary

The City Council met on August 14<sup>th</sup> and 15<sup>th</sup> to review the proposed 2019/2020 budget. At the August 14<sup>th</sup> Council meeting, City Staff presented an overview of the proposed 2019 tax rate and required tax notices. On August 20, 2019 the City Council discussed the tax rate and approved a motion to consider a \$0.38851 property tax rate. On September 3, 2019 and September 10, 2019 Council held mandatory public hearings on the 2019 tax rate. (The property tax rate generates the amount necessary to fund the proposed 2019/2020 Budget.) On September 17, 2019 Council held a public hearing on the 2019/2020 budget.

### Staff Recommendation

Staff recommendation is to approve the first reading of the ordinance adopting the City of Amarillo budget for the 2019/2020 fiscal year.

<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Fiscal Responsibility
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2019, THROUGH SEPTEMBER 30, 2020, FOR THE CITY OF AMARILLO; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; AMENDING VARIOUS TERMS AND PROVISIONS OF THE AMARILLO MUNICIPAL CODE TO ADD, MODIFY, INCREASE, OR DELETE VARIOUS FEES AND RATES; CHAPTERS 4-1, 4-6, AND 4-7 CONCERNING VARIOUS BUILDING SAFETY FEES; CHAPTER 8-3 CONCERNING PUBLIC WORKS FEES; CHAPTER CHAPTERS 12-1 AND 12-4 CONCERNING PARK AND RECREATION FEES; CHAPTERS 18-2, 18-3, AND 18-4, CONCERNING VARIOUS WATER AND SEWER RATES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, a budget for operating the municipal government of the City of Amarillo for the fiscal year October 1, 2019 through September 30, 2020 (hereafter, "fiscal year" or "FY") has been prepared by the City Manager of the City of Amarillo; and

WHEREAS, all public notices and hearings required by State law and the City Charter have been duly and legally advertised, published and conducted as required; and

WHEREAS, said budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to the public hearing heretofore held upon said budget; and

WHEREAS, at the public hearing the financial condition, comparative expenditures as filed, and public comments were duly considered;

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

SECTION 1. That the budget as filed with the City Secretary of the City of Amarillo for the fiscal year of October 1, 2019 through September 30, 2020 (hereafter, "the fiscal year"), together with any amendments made upon motion, second, and majority vote during public hearings, is hereby approved, adopted and ratified as the Annual Budget for the City of Amarillo, Texas, for the fiscal year.

SECTION 2. That the number, classification, and designation of each position, as listed in the Annual Budget and incorporated herein by reference, is hereby created, established and adopted as the official plan for the classified service and unclassified service (managerial schedule and part-time schedule) of the City of Amarillo for the fiscal year. Any classified or unclassified position which is not listed in said Annual Budget is expressly found, after having been examined in budget work sessions to

be a surplus position and, in order to increase efficiency of providing service and to reduce expenditures, such position is hereby abolished. The number of authorized positions may be increased by subsequent action if grants or other revenue sources become available during the fiscal year to fund such position(s). On October 1, 2019, ten (10) new fire department positions will be added to authorized positions which include four (4) firefighters, three (3) fire drivers, one (1) fire lieutenant, and two (2) fire captains. Also, one (1) new police officer position will be added to authorized positions.

SECTION 3. That in accordance with the annual personnel budget for the City, effective January 1, 2020, the City contribution rate to the Texas Municipal Retirement System will be 12.21%. Effective January 1, 2020, the City contribution rate to the Amarillo Firemen’s Relief and Retirement Fund will be 19.82%. Effective January 1, 2020, the City contribution rate towards the City’s Other Post Employment Benefits (OPEB) liability will be 2.43%. This does not change the amounts contributed by employees each payroll period.

SECTION 4. That, in accordance with the annual budget adopted for Capitol Projects and Development, Chapter 4-6, Section 4-6-3, of the Amarillo Municipal Code is hereby amended to read as follows:

(a) Fees related to the processing of applicable permits and services described in this Chapter shall be set out as follows:

TABLE NUMBER ONE

	Description	Fee	Technology Fee
(1)	Right of Way (ROW) Permit Fee	\$260.00	\$10.00
(2)	ROW Re-inspection Fee	\$50.00	\$10.00
(3)	ROW No Permit Fee (per day)	\$500.00	\$10.00
(4)	Flood Plain Development Permit	\$200.00	\$10.00

(5)	Sidewalk Wavier –Commercial	\$800.00	\$10.00
(6)	Sidewalk Wavier –Residential	\$80.00	\$10.00
(7)	Street Name Change	\$660.00 + cost of sign	\$10.00
(8)	Drainage Report Application Fee	\$250.00	\$10.00
(9)	Drainage Report Fee (Per Acre	\$3.00	\$10.00
(10)	Notification Supplementary Fee	\$160.00	\$10.00
(11)	Construction Plan Review	1% of the total cost of the project.	\$10.00
(12)	Construction Application Fee	\$250.00	\$10.00
(13)	Multiple Location per Permit Fee	\$100.00	
(14)	<u>Subdivision Improvement Wavier</u>	<u>\$800.00</u>	<u>\$10.00</u>

(b) [NO TEXT CHANGE]

SECTION 5. That, in accordance with the annual budget adopted for the Public Works Department, Chapter 8-3, Article IV, Division 2, Section 8-3-92, of the Amarillo Municipal Code is hereby amended to read as follows:

**Sec. 8-3-92. – Residential collection and disposal.**

(a) Residential collection and disposal charges shall be set out as follows:

TABLE NUMBER ONE

<i>Type/Description</i>	<i>Monthly Charge</i>
(1) One-Family Residence .....	<del>\$15.59</del> <u>17.33</u>

\*\*\*\*\*

(b) [NO TEXT CHANGE]

SECTION 6. That, in accordance with the annual budget adopted for the Public Works Department, Chapter 8-3, Article IV, Division 2, Section 8-3-93, of the Amarillo Municipal Code is hereby amended to read as follows:

**Sec. 8-3-93. - Commercial collection and disposal.**

- (a) *Table of charges.* Commercial collection and disposal charges shall be based on the size, type and number of containers and frequency of service established for such commercial collection. The monthly charges per container for commercial collection are as set out below:

TABLE NUMBER TWO  
Monthly Charge Per Container

Container Volume (In Cu. Yds.)	Container Pickups Per Week Not More Than				
	2	3	4	5	6
Single container charge:					
3	\$ 64.53 <u>67.76</u>	88.26 <u>92.67</u>	116.84 <u>122.68</u>	145.42 <u>152.69</u>	173.99 <u>182.69</u>
4		148.75 <u>156.19</u>			294.50 <u>309.23</u>
6	109.01 <u>114.46</u>	161.88 <u>169.97</u>	214.65 <u>225.38</u>	267.74 <u>281.13</u>	320.48 <u>336.50</u>
8	117.85 <u>123.74</u>	175.00 <u>183.75</u>	232.16 <u>243.77</u>	289.30 <u>303.77</u>	346.46 <u>363.78</u>

SECTION 7. That, in accordance with the annual budget adopted for the Public Works Department, Chapter 8-3, Article IV, Division 2, Section 8-3-94, of the Amarillo Municipal Code is hereby amended to read as follows:

**Sec. 8-3-94. - Landfill use fees.**

- (a) *Table of charges* . Except as hereinafter provided in subsections (b), (c) and (d) below, the fees charged for the use of the City landfill facility shall be computed at the rate of thirty dollars (~~\$30~~ 32.00) per ton of waste with a minimum charge of five dollars (\$5.00) per load. If the net weight in tons of any load cannot be determined, the fees charged shall be as set out in Table Number Three. The fees charged for source separated organic waste materials delivered to the compost facility will be seventy-five (75) percent of the fees charged for the use of the city landfill. Organic waste that requires minimum processing, as determined by the Superintendent, may be charged a rate as low as fifty (50) percent of the fees charged for the use of the city sanitary landfill facility.

\*\*\*\*\*

SECTION 8. That in accordance with the budget of the Building Safety Department 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) [NO TEXT CHANGE]

(1) All non-residential projects:  $\$ \text{Value} \times 0.0010 = \text{Plan review fee}$ : rounded to whole dollars, minimum ~~\$60.00~~ 64.80.

(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~~ 64.80 minimum, or the greater amount calculated as shown in the following table for Residential dwelling projects:

- (a) –(f) [NO TEXT CHANGE]

(g) Inspection not otherwise noted above, and those requested after hours, two hour minimum charge per hour: ..... ~~80.00~~ 86.40

m. Insulation and energy conservation: value of project  $\times 0.0030$ , minimum of .....  
~~40.00~~ 43.20

(n)-(p) [NO TEXT CHANGE]

SECTION 9. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-7, Section 4-7-4 be and hereby is amended to read as follows:

**Sec. 4-7-4. - Licensing.**

(a) -(c) [NO TEXT CHANGE]

(d) *License fee.* All original License applications or renewals thereof shall be accompanied by a fee of one hundred dollars (~~\$100~~108.00), plus twenty dollars (~~\$20.00~~21.60) for each Manufactured Home Stand or Recreational Vehicle Stand in the Manufactured Home Park or Recreational Vehicle Park. The original fee shall be prorated on the nearest quarterly basis between the date of the original License and October 1 of the fiscal year. All renewal fees shall be due on October 1, of each year. Failure or refusal to pay a renewal fee by October 1 shall result in assessment and collection of a late fee of one dollar (\$1.00) per each Manufactured Home or Recreational Vehicle Stand or Park for each day or part thereof the renewal fee is not paid.

(e) – (g) [NO TEXT CHANGE]

SECTION 10. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 3, Section 4-1-30 be and hereby is amended to read as follows:

**DIVISION 3. - ELECTRICAL PERMIT FEES**

**Sec. 4-1-30. – Fee schedule.**

(a) [NO TEXT CHANGE]

(b) *Electrical Permit and Inspection Fee Schedule.*

(1) New Construction and additions to panel service:

a. Minimum fee: ..... ~~\$50.00~~-54.00

\*\*\*\*\*

SECTION 11. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 4, Section 4-1-40 be and hereby is amended to read as follows:

**Sec. 4-1-40. - Heating, Ventilation, and Air Conditioning, HVAC, Permit Fee Schedule.**

- (a) *New construction or additions.* The permit fees for HVAC systems installed with either newly constructed buildings, or additions to building shall be included with the Building Permit fee.
- (b) *Existing buildings, equipment installations.* For the installation or relocation of HVAC equipment in existing buildings when separate from a project requiring a building permit:
  - (1) Commercial hoods, Type I or II, for the first unit: ..... ~~\$50~~54.00  
For each additional unit: ..... 10.00
  - (2) Commercial refrigeration, for the first unit: ..... ~~50~~54.00  
For each additional unit: ..... 10.00
  - (3) Commercial cold storage box, for the first unit: ..... ~~50~~54.00  
For each additional unit: ..... 10.00
  - (4) Boilers—first 100,000 BTU/hour input: ..... ~~50~~54.00  
Each additional 100,000 BTU/hour input or portion thereof: ..... 10.00
- (c) *Alterations and Equipment Change Outs.* Alterations of or changing out environmental air system equipment when separate from a project requiring a building permit require the following fees:
  - (1) Floor heaters, wall furnaces, unit heaters: First unit: ..... ~~\$50~~54.00  
Each additional unit thereafter: ..... 10.00
  - (2) Equipment change out, per unit: First 5 tons: ..... 50.00  
Each additional 5 tons or portion thereof: ..... 10.00
  - (3) Relocation, replacement or installation of new duct, chilled water or steam pipes in existing buildings, per square foot of floor area: ..... 00.02
- (d) *Minimum permit* : ..... ~~50~~54.00
- (e) *Inspections:* Inspections not otherwise noted above, and those requested after hours, two hour minimum charge per hour: ..... 60.00
- (f) *Re-inspection fee* : ..... 50.00

(g) *Technology fee* : ..... 10.00

SECTION 12. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 5, Section 4-1-50 be and hereby is amended to read as follows:

**Sec. 4-1-50. - Plumbing permit fees.**

(a) [NO TEXT CHANGE]

(b) [NO TEXT CHANGE]

(1) [NO TEXT CHANGE]

(2) New fixture installations, additions, alterations and repairs. When there is no building permit issued on the same project where a plumbing installation is made, the plumbing permit fee shall be based on the following schedule:

a. Minimum fee for all installations: ..... ~~\$50~~54.00

b. [NO TEXT CHANGE]

(3) Repairs and Replacements:

a. Replacement of water, gas, or sewer service line: ..... ~~50~~54.00

b. Water Heater Replacement: ..... ~~50~~54.00

c. Water, sewer, or gas re-piping within a structure and separate from service lines: ..... ~~50~~54.00

(4) Medical Gas Installations, minimum: ..... ~~50~~54.00

Plus per outlet assembly: ..... 2.00

(5)-(9) [NO TEXT CHANGE]

SECTION 13. The Amarillo Municipal Code, Chapter 4-6, Section 4-6-29 be and hereby is amended to read as follows:

**Sec. 14-6-29. - Fee; term; reapplication upon change in information.**

A Transient Retail Business license issued under this division shall require a fee of fifty dollars (~~\$50~~ 54.00) for each issuance. A license issued to a Transient Retail Business shall expire at the end of thirty (30) days from its issuance. Any change in the information required in the application shall require the reissuance of the license by submitting a new application.

SECTION 14. That, in accordance with the annual budget adopted for the Parks and Recreation Department, Chapter 12-1, Article I, Section 12-1-1, of the Amarillo Municipal Code is hereby added to read as follows:

**Sec. 12-1-1. - Athletic team and player fees.**

Each team and player shall pay to the Parks Department the seasonal fee specified below prior to using a city facility or park for a team or league activity

Softball:	
Team	\$350.00 <u>\$400.00</u>
Players Fee	\$15.00
<u>Late Registration</u>	<u>\$50.00</u>
Volleyball:	
Spring:	
Team	\$200.00 <u>\$225.00</u>
Players Fee	\$15.00
<u>Late Registration</u>	<u>\$25.00</u>
Summer:	
Team	\$130.00 <u>\$150.00</u>
Players Fee	\$15.00

<u>Late Registration</u>	<u>\$25.00</u>
Fall:	
Team	\$130.00
Players Fee	\$15.00
Winter:	
Team	\$200.00
Players Fee	\$15.00
Grass Volleyball:	
Team	\$80.00
Players Fee	\$15.00
Basketball:	
Team	\$415.00
	<u>\$375.00</u>
Players Fee	\$15.00
#1 Men's Team	\$485.00
Players Fee	\$15.00
<u>Late Registration</u>	<u>\$25.00</u>
Track:	

Per participant	\$20.00
Flag Football:	
Team (8 vs. 8)	\$360.00
Players Fee (after 15 players)	\$15.00
<u>Softball - Summer</u>	
<u>Team</u>	<u>\$300.00</u>
<u>Each Additional Player beyond 16</u>	<u>\$15.00</u>
<u>Late Registration</u>	<u>\$50.00</u>

SECTION 15. That, in accordance with the annual budget adopted for the Parks and Recreation Department, Chapter 12-1, Article I, Section 12-1-2, of the Amarillo Municipal Code is hereby added to read as follows:

**Sec. 12-1-2. - Tennis center.**

The following fees are authorized to be collected for tennis. Annual permits are valid for one year from date of purchase.

a.	<u>Outdoor</u> Court Fees (per 90 minutes per person)	<del>\$2.00</del> <u>\$3.00</u> , before 5:30 p.m. and <del>\$2.50</del> <u>\$3.50</u> , after 5:30 p.m.
b.	Senior <u>Outdoor</u> Court, Monday—Friday	<del>\$1.50</del> <u>\$2.00</u> , 9:00 a.m. to 3:00 p.m.
c.	Indoor Court additional fee	\$2.00 (Seniors, \$1.00, 9:00 a.m.—3:00 p.m., Mon.—Fri. only)

	<u>Indoor Court before 5:30 PM</u>	<u>\$5.00</u>
	<u>Indoor Court after 5:30 PM</u>	<u>\$5.50</u>
	<u>Senior M-F from 9 AM to 3 PM</u>	<u>\$4.00</u>
d	Annual Court permits	\$100.00, Adult (Outdoor)
		\$50.00, Junior
		\$25.00, add'l family member
		\$100.00, Indoor Court fee
e	Annual Combo permits (Indoor/Outdoor)	Adult (18 and older) \$150.00 Add'l Family Member \$75.00
f.	Punch Card (20 visits)	Before 5:30 p.m. \$25.00 (outdoor only; indoor add \$2.00) After 5:30 p.m. \$35.00 (outdoor only; indoor add \$2.00) Indoor card \$35.00
g.	Ball Machine	\$15.00 per hour
h	Annual Ball Machine Permit	\$100.00/per person

SECTION 16. That, in accordance with the annual budget adopted for the Parks and Recreation Department, Chapter 12-1, Article I, Section 12-1-3, of the Amarillo Municipal Code is hereby added to read as follows:

**Sec. 12-1-3. - Field rental.**

There is hereby assessed the following fees for rental of designated athletic fields (including but not limited to: baseball, softball, kickball, football, or soccer) for practice or allocated athletic fields for single game use. This section does not prohibit a party from reserving a field for two or more consecutive practices or games, provided that the party pays the rental fee, uses the field for its intended purpose, and subject to demand for or availability of fields for other teams, and other applicable reservation policies of the department.

Single Game

Youth	\$10 <u>20</u> .00
Adult	\$20 <u>30</u> .00
Lights	Add \$10.00 to the single game fee. This fee applies whether lighting is actually used for all or only a portion of the game.

Practice

Youth	\$10 <u>20</u> .00 for a 90 minute rental period.
Adult	\$20.00 for a 90 minute rental period.
Lights	Add \$10.00 to the rental period fee. This fee applies whether lighting is actually used for all or only a portion of a rental period.

SECTION 17. That, in accordance with the annual budget adopted for the Parks and Recreation Department, Chapter 12-1, Article II, Section 12-1-11, of the Amarillo Municipal Code is hereby added to read as follows:

\*\*\*

~~Provided, however, on October 1 of each year, the Director of Parks and Recreation shall designate one day per week as a free or no admission day for all persons entering.~~

SECTION 18. That, in accordance with the annual budget adopted for the Parks and Recreation Department, Chapter 12-3, Section 12-3-4, of the Amarillo Municipal Code is hereby added to read as follows:

**Sec. 12-3-4. - Swimming pool fees.**

(a) *Admission fees.*

(1) Frequent user card (10 admissions)

Child (12 and under) ..... ~~\$18~~25.00

Adult (13—54) ..... ~~20~~30.00

Senior (55 and over) ..... ~~14.80~~20.00

(2) Non-swimmer: ..... 12.00

(3) Swimmers:

	Regular	After 4 p.m.
Youth (age 1 to 12)	\$ <u>23.00</u>	\$ <u>12.00</u>
Adult	<u>34.00</u>	<u>23.00</u>
Senior Adult (55 & older)	<u>23.00</u>	<u>12.00</u>

(4) Family admission night, per member ..... ~~\$1.75~~2.00

(5) ~~Season~~ Annual pass:

Family of 4 or more ..... 185.00

Child (12 and under) ..... 75.00

Adult (13—54) ..... 85.00

Senior (55 and over) ..... 65.00

(b) *Miscellaneous fees.*

(1) Youth swim lessons (1—3 classes) ..... \$35.00

(4—6 classes) ..... 25.00

(7—9 classes) ..... 15.00

(10 or more classes) ..... 10.00

~~(Discounts, as approved by the City Manager, may be allowed for a child enrolled in  
multiple classes.)~~

(2) Junior lifeguard class ..... 50.00

(3) Public lifeguard class ..... 100.00

(4) Swim team weekly rental ..... 325.00

(5) All other goods, services, activities: rates as approved by the City Manager.

(c) Private pool rental (maximum of 50 guests) ..... ~~150~~200.00

Plus for up to 75 guests ..... 25.00

And for each additional unit of up to 25 guests ..... 25.00.

Optional: inflatable rental

(Dolphin slide) ..... 75.00

(Jungle run) ..... 100.00

Optional: water volleyball or basketball setup ..... 10.00

(d) Basic birthday party packages (25 guests) ..... ~~60~~75.00

SECTION 19. That, in accordance with the annual budget adopted for the Parks and Recreation Department, Chapter 12-2, Section 12-2-1 of the Amarillo Municipal Code is hereby added to read as follows:

**Sec. 12-2-1. - Director of parks and recreation—Office created; appointment; term.**

(a) The office of Director of Parks and Recreation is hereby created.

(b) The Director of Parks and Recreation shall be appointed by the City Manager, with the advice and consent of the City Council, and shall hold his office at the will of the City Manager.

(c) With the consent of the City Manager, the Director of Parks and Recreation may authorize the temporary reduction or remission of fees or portions thereof, and otherwise offer discounts, incentives, or promotions.

SECTION 20. That, in accordance with the annual budget adopted for the Utility Division, the water rates and charges in Chapter 18-2, Article III, Section 18-2-57 of the Amarillo Municipal Code are hereby amended in part to read as follows:

(a) The following minimum monthly meter service charges include the first three thousand (3,000) gallons consumption:

Meter Size (inches)	Size Code	Water Rate 1 Inside City	Water Rate 2 Outside City
------------------------	--------------	-----------------------------	------------------------------

Meter Size (inches)	Size Code	Water Rate 1 Inside City	Water Rate 2 Outside City
5/8 or 3/4	A	<del>\$14.33</del> <u>15.33</u>	<del>\$ 21.49</del> <u>23.00</u>
1	B	<del>19.23</del> <u>20.58</u>	<del>28.85</del> <u>30.87</u>
1 1/2	C	<del>24.64</del> <u>26.37</u>	<del>36.97</del> <u>39.55</u>
2	D	<del>38.29</del> <u>40.97</u>	<del>57.43</del> <u>61.45</u>
3 or FH Meter	L, H, X	<del>140.84</del> <u>150.70</u>	<del>211.27</del> <u>226.06</u>
4	E, Y	<del>178.74</del> <u>191.25</u>	<del>268.11</del> <u>286.88</u>
6	F A	<del>267.25</del> <u>285.96</u>	<del>400.88</del> <u>428.94</u>
8 or larger	G, J, K, M, W	<del>368.45</del> <u>394.24</u>	<del>552.67</del> <u>591.36</u>

(b) In addition to the monthly meter charge set forth in subsection (a) above, the following shall apply to the amount of water used in excess of three thousand (3000) gallons per month:

TABLE INSET:

<i>Quantity (gallons)</i>	Inside City per 1,000 Gallons	Outside City per 1,000 Gallons
<i>Residential:</i>		
0 -- 3,000	Minimum Charge	Minimum Charge
3,001 --10,000	<del>\$ 2.56</del> <u>2.74</u>	<del>\$ 3.84</del> <u>4.10</u>
10,001-30,000	<del>3.34</del> <u>3.58</u>	<del>5.02</del> <u>5.37</u>
30,001 – 50,000	<del>4.95</del> <u>5.30</u>	<del>7.43</del> <u>7.95</u>
Over 50,000	<del>5.63</del> <u>6.02</u>	<del>8.45</del> <u>9.04</u>

TABLE INSET:

<i>Commercial / Industrial:</i>		
0 -- 3,000	Minimum Charge	Minimum Charge

Over 3,000	\$ <del>2.92</del> <u>3.12</u>	\$ <del>4.38</del> <u>4.69</u>
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TABLE INSET:

<i>Irrigation (all service groups)</i>	Minimum charge	Minimum charge
0 -- 3,000		
3,001 – 10,000	\$ <del>2.92</del> <u>3.12</u>	\$ <del>4.38</del> <u>4.69</u>
10,001 – 30,000	<del>3.34</del> <u>3.58</u>	<del>5.02</del> <u>5.37</u>
30,001 – 50,000	<del>4.95</del> <u>5.30</u>	<del>7.43</del> <u>7.95</u>
Over 50,000	<del>5.63</del> <u>6.02</u>	<del>8.45</del> <u>9.04</u>

SECTION 21. That, in accordance with the annual budget adopted for the Utility Division, the waste water rates and charges in Chapter 18-3, Article IV, Section 18-3-73 and Section 18-3-74 of the Amarillo Municipal Code are hereby amended in part to read as follows

Meter Size (inches)	Charge for the first 3,000 gallons
5/8 or 3/4	\$ <del>16.23</del> <u>17.36</u>
1	<del>16.76</del> <u>17.94</u>
1½	<del>17.20</del> <u>18.40</u>
2	<del>18.67</del> <u>19.98</u>
3	<del>21.11</del> <u>22.59</u>
4	<del>30.86</del> <u>33.02</u>
6	<del>45.41</del> <u>48.59</u>
8 or larger	<del>60.02</del> <u>64.23</u>

(2) For usage in excess of three thousand (3,000) gallons a monthly service charge shall also be charged to all Residential users in the amount of ~~one dollar and ninety three cents (\$1.93)~~ two dollars and seven cents (\$2.07) per one thousand (1,000) gallons of water used over the initial allotment of 3,000 gallons. The service charge for all Commercial and Industrial users shall be ~~two dollars and ten cents (\$2.10)~~ two dollars and twenty-four cents (\$2.24) per one thousand (1,000) gallons over the initial allotment, unless the Wastewater is metered in which case the service charge shall be ~~two dollars and thirty two cents (\$2.32)~~ two dollars and forty-eight cents (\$2.48) per thousand over the initial allotment as more specifically set forth hereinafter.

a. – d. [NO TEXT CHANGE]

(3) [TEXT UNCHANGED]

(4) [TEXT UNCHANGED]

**Sec. 18-3-74. Rates beyond corporate limits.**

(1) [NO TEXT CHANGE]

(2) A monthly service charge shall also be charged to residential Users outside the corporate limits in the amount of ~~two dollars and ninety one cents (\$2.91)~~ three dollars and eleven cents (\$3.11) per one thousand (1,000) gallons of water used over the initial allotment of 3,000 gallons. The service charge for all Commercial and Industrial users outside the corporate limits shall be ~~three dollars and fifteen cents (\$3.15)~~ three dollars and thirty-seven cents (\$3.37) per one thousand (1,000) gallons over the initial allotment of 3,000 gallons, unless the wastewater is actually metered, in which case the service charge shall be three dollars and ~~three dollars and forty seven cents (\$3.47)~~ three dollars and seventy-two cents (\$3.72) or as contracted.

SECTION 22. That, in accordance with the annual budget adopted for the Utility Division, drainage fees in Chapter 18-4, Article II, Section 18-4-14 of the Amarillo Municipal Code are hereby amended in part to read as follows:

(a) – (f) [NO TEXT CHANGE]

(g) The following ERU monthly billing rate is hereby established and shall be used to calculate the total monthly Drainage Utility Charge for all property located in the City, both residential and commercial, in accordance with the applicable formula established in this subsection: ERU rate = ~~\$2.74~~ 82 per ERU per month.

(h) – (j) [NO TEXT CHANGE]

SECTION 23. That should any part, portion, section, fee, charge, or expenditure enacted by or contained within either this ordinance or the budget that it adopts, be declared inoperative, unconstitutional, invalid, or void for any reason by a court of competent jurisdiction, then such decision, opinion, or judgment shall in no way affect the remaining portions, parts, sections, fees, charges, or

expenditures of either this ordinance or the budget, which remaining provisions shall be and remain in full force and effect.

SECTION 24. That all ordinances, resolutions, and appropriations for which provisions have heretofore been made are hereby expressly repealed to the extent of any conflict with the provisions of this ordinance.

SECTION 25. That the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers between funds within the budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any department, program, or service.

SECTION 26. That this ordinance shall be effective on and after its adoption; provided, however, that the Annual Budget adopted herein, along with fees and charges established herein, shall be effective on October 1, 2019, unless a different effective date is specified for a particular Section hereof.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 17th day of September, 2019; and PASSED on Second and Final Reading the 24th day of September, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

# Amarillo City Council Agenda Transmittal Memo



<b>Department</b>	City Manager Michelle Bonner, Deputy City Manager
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**Agenda Caption**

**ORDINANCE NO. \_\_\_\_\_ :**

This is the first reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2019 tax year. This ordinance establishes an ad valorem tax rate of \$0.34448 per \$100.00 property valuation for City maintenance and operations expenses and \$0.04403 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.38851 per \$100.00 property valuation.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.33 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$17.50.**

**Agenda Item Summary**

This is the first reading of the ordinance adopting the City of Amarillo tax rate for the 2019/2020 fiscal year.

**Requested Action**

Council consideration and approval of the ordinance. The wording on the motion to approve the tax rate ordinance: (Per Texas Tax Code, is required only on the 2<sup>nd</sup>/final reading; that is:..."on the vote...setting the tax rate." City Attorney recommendation is to use this language on both readings of the ordinance.)

***"I move that the property tax rate be increased by the adoption of a tax rate of \$0.38851, which is effectively a 7.33 percent increase in the tax rate."***

A record vote is required for approval of the tax rate ordinance, with the name and vote of each member officially recorded, and must be approved by at least 60 percent of the members of the governing body.

**Funding Summary**

N/A

**Community Engagement Summary**

The City Council met on August 14<sup>th</sup> and 15<sup>th</sup> to review the proposed 2019/2020 budget. At the August 14<sup>th</sup> Council meeting, City Staff presented an overview of the proposed 2019 tax rate and required tax notices. On August 20, 2019 the City Council discussed the tax rate and approved a motion to consider a

# Amarillo City Council Agenda Transmittal Memo



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\$0.38851 property tax rate. On September 3, 2019 and September 10, 2019 Council held mandatory public hearings on the 2019 tax rate. (The property tax rate generates the amount necessary to fund the proposed 2019/2020 Budget.) On September 17, 2019 Council held a public hearing on the 2019/2020 budget.

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## **Staff Recommendation**

Staff recommendation is to approve the first reading of the ordinance adopting the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2019 tax year.

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING TAX ROLL; SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF AMARILLO FOR THE TAX YEAR 2019; ESTABLISHING AN EFFECTIVE DATE; REPEALING CONFLICTING ORDINANCES.

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WHEREAS, the Chief Appraisers of the Potter and Randall Counties Tax Appraisal Districts have prepared and certified the appraisal roll for the City of Amarillo, Texas, said roll being that portion of the approved appraisal roll from each Tax Appraisal District which lists property taxable by the City of Amarillo within each respective county; and

WHEREAS, the Chief Appraisers of the Potter and Randall Counties Tax Appraisal Districts have performed the statutory calculations required by Section 26.04 of the Texas Property Tax Code and has submitted said rates to the City Council of said City prior to its adoption of this ordinance; and,

WHEREAS, the City has published the effective tax rate, the rollback tax rate, and other information as allowed or required by the Texas Local Government Code, and has fulfilled all other requirements for publication and postings as required by law, in a manner designated to call to the attention of all residents of said City; and,

WHEREAS, the City Council has complied with all applicable posting, hearing, filing, and meeting requirements of Texas law prior to the setting of the tax rate for 2019; and

WHEREAS, a quorum of the City Council is present in a regular meeting open to the public; NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. That the appraisal roll with the amount of tax calculated thereon by the Tax Assessor Collectors of Potter and Randall Counties is hereby approved.

SECTION 2. That for the year 2019, there is hereby levied on all of the property located in the City of Amarillo, Texas, on the first day of January, 2019, and not exempted from taxation by the Constitution and Statutes of the State of Texas, an ad valorem tax of \$0.04403 for debt expenses plus \$0.34448 for maintenance and operation expenses (total of \$0.38851, per \$100.00 valuation of all such property to provide revenue for carrying on the City Government and the current expenses thereof). THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.33% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$17.50.

SECTION 3. Monies collected pursuant to this ordinance shall be expended in accordance with the ordinance adopting the City of Amarillo budget for fiscal year 2019-2020, and any monies collected which are not specifically appropriated shall be deposited in the general fund.

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

SECTION 5. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 17<sup>th</sup> day of September, 2019 upon a voice roll call vote as follows:

Mayor Ginger Nelson	_____
Councilmember Place 1 Elaine Hays	_____
Councilmember Place 2 Freda Powell	_____
Councilmember Place 3 Eddy Sauer	_____
Councilmember Place 4 Howard Smith	_____

and PASSED on Second and Final Reading the 24<sup>th</sup> day of September, 2019 upon a voice roll call vote as follows:

Mayor Ginger Nelson	_____
Councilmember Place 1 Elaine Hays	_____
Councilmember Place 2 Freda Powell	_____
Councilmember Place 3 Eddy Sauer	_____
Councilmember Place 4 Howard Smith	_____

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams, City Attorney

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

**Agenda Caption**

Public hearing to consider an ordinance to levy an assessment on property within the Heritage Hills Public Improvement District.

**Agenda Item Summary**

An assessment against each parcel of property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Heritage Hills PID Advisory Board met August 14, 2019 to review the proposed FY 2019/20 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2019/20 to be \$47,623. The Board recommends maintaining property owner assessment rates of \$0.08 per square foot. This will result in assessments totaling \$319,940. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached is the Heritage Hills Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

The PID budget (and 5-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Heritage Hills PID Advisory Board.

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

Newspaper and property owner notices have been sent to property owners within the Heritage Hills PID boundary regarding this item. At this time of writing, Development Services staff has not received any comments regarding this request.

**Staff Recommendation**

Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

ORDINANCE NO. 17813

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Heritage Hills Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Heritage Hills Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan as amended, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**EXHIBIT**

Heritage Hills Public Improvement District

Fiscal Year 2019-2020

A. The boundaries of the Heritage Hills Public Improvement District are as follows:

Vicinity- north of Hollywood Road, east of Helium Road, south of Arden Road and west of Soncy Rd/Loop 335.

A 590.93 acre tract of land located in Section 65, Block 9, BS&F Survey, Randall County, Texas being a portion of a 662.34 acre tract whose warranty deed is recorded in Clerks' File Number 2008005957 of the Official Public Records of Randall County, Texas.

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Heritage Hills Public Improvement District is \$47,623. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....	\$43,862
Administration Expense.....	\$3,761
Total.....	\$47,623

C. This year's assessment will total \$319,940. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to \$0.08 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to \$0.08 multiplied by the total square footage of the lot.

D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2019.
2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT (27110)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: ACTUAL 2017/18 AND ESTIMATED 2018/19 TO 2023/24  
 REVISED 11-Sep-19

	2017/18 Actual		2018/19 Revised		2019/20 Proposed		2020/21 Estimated		2021/22 Estimated		2022/23 Estimated		2023/24 Estimated								
	INFLATION	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL							
BEGINNING FUND BALANCE		-		161,066		319,594		591,911		868,305		1,176,564		1,505,144							
				2.00%		2.00%		2.00%		2.00%		2.00%		2.00%							
PROJECTED COSTS	NEW	TOTAL	NEW	TOTAL	NEW	TOTAL	NEW	TOTAL	NEW	TOTAL	NEW	TOTAL	NEW	TOTAL							
MAINTENANCE & OPERATION:																					
PARK MAINTENANCE COST:			140,366	140,366	0.02763	140,366	0.03928	140,366	0.034606	140,366	0.035298	32,000	172,366	0.035476	172,366	0.036186					
Electricity	53150	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Water & Sewer	53200	-	-	-	-	26,000	20,400	20,808	20,808	20,808	26,063	26,063	26,063	26,584							
Contract/Temporary Labor	67800	-	-	-	-	16,844	17,181	17,524	17,524	17,524	21,950	21,950	21,950	22,389							
Repair & Maintenance of Improvements	68300	-	-	-	-	7,018	7,158	7,302	7,302	7,302	9,145	9,145	9,145	9,328							
TOTAL MAINTENANCE		-	-	-	-	43,862	44,739	44,739	45,634	45,634	57,158	57,158	57,158	58,301							
ADMINISTRATION																					
Postage	61200	215		220		225		230		234		239		244							
Advertising - Public Notices	61300	361		368		375		383		390		398		406							
Professional - Collection Contract	62000	-		3,232		3,136		3,199		3,263		3,328		3,395							
City Admin Fee	77450	55		58		25		26		26		27		27							
TOTAL MAINTENANCE & OPERATION		631		3,878		47,623		48,575		49,547		61,149		62,372							
ASSESSMENTS	UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE							
RESIDENTIAL	2,009,309	0.0800	160,745	2,009,796	0.0800	160,784	3,570,464	0.0800	285,637	4,062,116	0.0800	324,969	4,472,580	0.0800	357,806	4,871,617	0.0800	389,729	4,871,617	0.0800	389,729
COMMERCIAL	-	0.0800	-	-	0.0800	-	-	0.0800	-	-	0.0800	-	-	0.0800	-	-	0.0800	-	-	0.0800	-
MULTIFAMILY	-	0.0800	-	-	0.0800	-	428,789	0.0800	34,303	428,789	0.0800	34,303	428,789	0.0800	34,303	428,789	0.0800	34,303	428,789	0.0800	34,303
CHURCH																					
COLLECTION RATE		100.59%		101.01%		112.01%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%	
TOTAL COLLECTIONS	30311	161,697		162,406		319,940		324,969		357,806		389,729		389,729		389,729		389,729		389,729	
INTEREST INCOME	0.00%	-		-		-		-		-		-		-		-		-		-	
Increase/Decrease in Cash		161,066		158,528		272,317		276,394		308,259		328,580		327,357							
ENDING FUND BALANCE		161,066		319,594		591,911		868,305		1,176,564		1,505,144		1,832,501							
THREE MONTH OPERATING RESERVE		158		970		11,906		12,144		12,387		15,287		15,593							
SURPLUS		160,908		318,625		580,005		856,161		1,164,178		1,489,857		1,816,908							

E

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

### Agenda Caption

Public hearing to consider an ordinance to levy an assessment on property within the Town Square Public Improvement District.

### Agenda Item Summary

An assessment against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Town Square PID Advisory Board met August 19, 2019 to review the proposed FY 2019/20 budget and service plan. The Town Square PID budget projects total maintenance and operation expenses for FY 2019/20 to be \$83,113. The Board recommends property owner assessment rates remain at \$0.1111 per square foot. This will result in assessments totaling \$166,164. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached is the Town Square Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

### Requested Action

The PID budget (and 5-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Town Square PID Advisory Board.

### Funding Summary

Budget and 5-year service plan attached.

### Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Town Square PID boundary regarding this item. At this time of writing, Development Services staff has not received any negative comments regarding this request.

### Staff Recommendation

Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

\_\_\_/\_\_\_/19\_\_\_

ORDINANCE NO. 7814

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Town Square Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District;

WHEREAS, the Town Square Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan as amended, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**EXHIBIT**

Town Square Public Improvement District  
Fiscal Year 2019-2020

- A. The boundaries of the Town Square Public Improvement District are as follows:
  - A 409.29 acre tract and a 19.38 acre tract of land being situated in Section 63, Block 9, BS&F Survey, Randall County, Texas.
  
- B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Town Square Public Improvement District is \$83,113. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....	\$82,200
Administration Expense .....	\$913
Total.....	\$83,113
  
- C. This year's assessment will total \$166,164. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:
  - 1. Residential Property: Residential property will be assessed an amount equal to \$0.1111 multiplied by the total square footage of the lot.
  - 2. Commercial Property: Commercial property will be assessed an amount equal to \$0.1111 multiplied by the total square footage of the lot.
  
- D. The method of payment of the assessment shall be as follows:
  - 1. These assessments are due and payable October 1, 2019.
  - 2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
  - 3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
  - 4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
  
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT (27900)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: ACTUAL 2017/18 AND ESTIMATED 2018/19 TO 2023/24  
 REVISED 18-Aug-19

	2017/18 Actual		2018/19 Revised		2019/20 Proposed		2020/21 Estimated		2021/22 Estimated		2022/23 Estimated		2023/24 Estimated									
	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL								
BEGINNING FUND BALANCE			69,981		231,480		396,817		479,868		517,854		486,677		426,495							
							2.00%						2.00%		2.00%							
PROJECTED COSTS																						
MAINTENANCE & OPERATION:																						
PARK MAINTENANCE COST:	29,611	29,611	0.0256	154,066	183,677	0.0049	163,677	0.4525	95,083	278,760	0.4598	143,040	421,800	0.4679	52,762	474,562	0.4770	474,562	0.4865			
Electricity	53150	-	-	-	-	-	5,000	7,740	-	-	-	11,946	-	13,709	-	-	-	13,983				
Water & Sewer	53200	-	-	-	-	-	46,000	71,209	-	-	-	109,903	-	126,124	-	-	-	128,646				
Contract/Temporary Labor	67600	-	-	-	-	-	22,000	34,056	-	-	-	52,562	-	60,320	-	-	-	61,526				
Repair & Maint of Improvements	68300	-	-	-	-	-	9,200	14,242	-	-	-	21,981	-	25,225	-	-	-	25,729				
TOTAL MAINTENANCE							82,200	127,247				196,392		225,377				229,885				
ADMINISTRATION																						
Postage	61200		34			34		35			36			36				37		38		
Advertising - Public Notices	61300		340			340		347			354			361				368		376		
Collection Contract	62000		384			512		520			530			541				552		563		
City Admin Fee	77450		-			8		11			11			11				12		12		
TOTAL MAINTENANCE & OPERATION			758			894		83,113			128,178			197,342				226,346		230,873		
ASSESSMENTS																						
RESIDENTIAL		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE	
RESIDENTIAL		516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417
COMMERCIAL		943,652	0.1111	104,840	978,827	0.1111	108,748	978,827	0.1111	108,748	978,827	0.1111	108,748	978,827	0.1111	108,748	978,827	0.1111	108,748	978,827	0.1111	108,748
COLLECTION RATE			100.00%			100.04%		100.00%			100.00%			100.00%				100.00%			100.00%	
TOTAL COLLECTIONS	30311		162,257			166,231		166,164			166,164			166,164				166,164			166,164	
INTEREST INCOME	0.00%		-			-		-			-			-				-			-	
Increase/Decrease in Cash			161,499			165,337		83,051			37,988			(31,177)				(60,182)			(64,709)	
ENDING FUND BALANCE			231,480			396,817		479,868			517,854			486,677				426,495			361,786	
THREE MONTH OPERATING RESERVE			190			224		20,778			32,045			49,335				56,587			57,718	
SURPLUS			231,290			396,593		459,090			485,810			437,341				369,908			304,068	

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

## Agenda Caption

Public hearing to consider an ordinance to levy an assessment on property within the Point West Public Improvement District.

## Agenda Item Summary

An assessment against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, must be approved on an annual basis. The Point West PID Advisory Board met on May 21, 2019 to review the proposed FY 2019/20 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$26,068. The Board believes that last year's assessment rate is adequate and recommends no assessment increase for the 2019/20 budget and service plan. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals \$52,000.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached is the Point West Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

## Requested Action

The PID budget (and 5-year service plan) discussed above is recommended for approval by Development Services staff.

## Funding Summary

Budget and 5-year service plan attached.

## Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Point West PID boundary regarding this item. At this time of writing, Development Services staff has not received any comments regarding this request.

## Staff Recommendation

Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

ORDINANCE NO. 7815

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE POINT WEST PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Point West Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Point West Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., signs), and non-manmade living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan as amended, unless otherwise requested by the Board or its designee.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

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Ginger Nelson, Mayor

ATTEST:

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Frances Hibbs, City Secretary

APPROVED AS TO FORM

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Bryan McWilliams, City Attorney

**EXHIBIT**

**Point West Public Improvement District**

**Fiscal Year 2019-2020**

A. The boundaries of the Point West Public Improvement District are as follows:

A 165.66-acre tract, a 4.20-acre tract, and a 1.81-acre tract of land, all being situated in Section 43, Block 9, BS&F Survey, Potter County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Point West Public Improvement District is \$24,514. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation .....	\$23,871
Administration Expense .....	\$643
Total.....	\$24,514

C. This year's assessment will total \$52,000. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves based on percentage of total square footage of property owned within the PID boundary.

D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2019.
2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

POINT WEST PUBLIC IMPROVEMENT DISTRICT  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: ACTUAL 2017/18 AND ESTIMATED 2018/19 TO 2023/24  
 REVISED 20-May-19

		2017/18 Actual	2018/19 Revised	2019/20 Proposed	2020/21 Estimated	2021/22 Estimated	2022/23 Estimated	2023/24 Estimated
<b>BEGINNING FUND BALANCE</b>		170,580	199,720	211,244	238,730	265,726	292,221	318,207
<b>PROJECTED COSTS</b>								
	Inflation		2.00%					
<b>MAINTENANCE &amp; OPERATION:</b>								
<b>PARK MAINTENANCE COST</b>								
Botany & Agriculture	51450	-	27,300	-	-	-	-	-
Water & Sewer	53200	6,100	1,706	6,471	6,600	6,732	6,867	7,004
Contract/Temporary Labor	67600	13,725	10,020	10,220	10,424	10,633	10,846	11,062
Repair & Maintenance of Improvements	68300	-	-	2,080	2,122	2,164	2,207	2,251
Other Improvements	68312	1,360	835	5,100	5,202	5,306	5,412	5,520
<b>TOTAL MAINTENANCE</b>		21,185	39,861	23,871	24,348	24,835	25,332	25,839
<b>ADMINISTRATION</b>								
Postage	61200	14	14	16	16	17	17	17
Advertising - Public Notices	61300	380	388	396	404	412	420	429
City Admin Fee	77450	1,281	220	231	236	240	245	250
<b>TOTAL MAINTENANCE &amp; OPERATION</b>		22,860	40,483	24,514	25,004	25,504	26,014	26,535
<b>ASSESSMENTS</b>			Increase 0.00%					
		52,000	52,000	52,000	52,000	52,000	52,000	52,000
<b>COLLECTION RATE</b>		100.00%	100.01%	100.00%	100.00%	100.00%	100.00%	100.00%
<b>TOTAL COLLECTIONS</b>	30310	52,000	52,007	52,000	52,000	52,000	52,000	52,000
<b>ENDING FUND BALANCE</b>		199,720	211,244	238,730	265,726	292,221	318,207	343,672
<i>Three Month Operating Reserve</i>		5,715	10,121	6,129	6,251	6,376	6,504	6,634
<i>Surplus</i>		194,005	201,123	232,602	259,475	285,845	311,703	337,038

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

### Agenda Caption

Public hearing to consider an ordinance to levy an assessment on property within the Vineyards Public Improvement District.

### Agenda Item Summary

An assessment against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Vineyards PID Advisory Board met August 6, 2019 to review the proposed FY 2019/20 budget and service plan. The Vineyards PID budget projects total maintenance and operation expenses for FY 2019/20 to be \$6,741. The Board recommends keeping property owner assessment rates at \$50 per lot. This will result in assessments totaling \$7,950. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached is the Vineyards Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

### Requested Action

The PID budget (and 5-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Vineyards PID Advisory Board.

### Funding Summary

Budget and 5-year service plan attached.

### Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Vineyards PID boundary regarding this item. At this time of writing, Development Services staff has not received any comments regarding this request.

### Staff Recommendation

Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

ORDINANCE NO. 7816

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE VINEYARDS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within The Vineyards Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, the City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Vineyards Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls) and non-manmade living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

SECTION 3: The City of Amarillo will be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan, unless otherwise requested by the Board or its designee.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs of improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost of the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**EXHIBIT**

The Vineyards Public Improvement District  
Fiscal Year 2019-20

A. The boundaries of The Vineyards Public Improvement District are as follows:  
A 145.446 acre tract of land and a 8.622 acre tract of land all  
in Section 191, Block 2, AB&M Survey, Potter County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Vineyards Public Improvement District is \$6,741. Such costs will be apportioned over the development as follows:

Cost of Maintenance and Operation.....	\$6,598
Administrative Expense.....	\$143
Total.....	\$6,741

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 159 platted lots. This year's assessment will total \$7,950 (\$50 per lot).

- D. The method of payment of the assessment shall be as follows:
1. These assessments are due and payable October 1, 2019.
  2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
  3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
  4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

VINEYARDS PUBLIC IMPROVEMENT DISTRICT (27710)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: ACTUAL 2017/18 AND ESTIMATED 2018/19 TO 2023/24

REVISED	11-Sep-19	Actual		Revised		Proposed		Estimated		Estimated		Estimated		Estimated					
		2017/18		2018/19		2019/20		2020/21		2021/22		2022/23		2023/24					
BEGINNING FUND BALANCE		5,991		7,007		10,515		11,724		15,398		18,935		22,331					
PROJECTED COSTS		NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL				
MAINTENANCE & OPERATION:			INFLATION		2.0%		2.0%		2.0%		2.0%		2.0%		2.0%				
PARK MAINTENANCE COST:			8,888.29	0.3695	-	8,888.29	0.4998	-	8,888.29	0.7736	-	8,888.29	0.7891	-	8,888.29	0.8048	-	8,888.29	0.8209
Electricity	53150		267		400		-431		440		448		457		467				
Water & Sewer	53200		934		1,714		1,767		1,802		1,838		1,875		1,913				
Contract/Temporary Labor	67600		1,300		2,200		2,400		2,448		2,497		2,547		2,598				
Repair & Maintenance of Improvements	68300		600		-		2,000		2,040		2,081		2,122		2,165				
TOTAL MAINTENANCE			3,101		4,314		6,598		6,730		6,865		7,002		7,142				
ADMINISTRATION:																			
Postage	61200		88		90		92		94		96		98		100				
Advertising - Public Notices	61300		10		10		10		10		10		11		11				
City Admin Fee	77450		85		28		41		42		43		44		44				
TOTAL ADMINISTRATION			183		128		143		146		149		152		155				
TOTAL MAINTENANCE & OPERATION			3,284		4,442		6,741		6,876		7,013		7,154		7,297				
TOTAL			3,284		4,442		6,741		6,876		7,013		7,154		7,297				
Assessments		86	50	4,300	159	50	7,950	159	50	7,950	211	50	10,550	211	50	10,550	211	50	10,550
TOTAL ASSESSMENTS			4,300		7,950		7,950		10,550		10,550		10,550		10,550				
COLLECTION RATE			100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%				
TOTAL COLLECTIONS	30310		4,300		7,950		7,950		10,550		10,550		10,550		10,550				
INTEREST INCOME	0.00%		-		-		-		-		-		-		-				
INCREASE (DECREASE) IN CASH			1,016		3,508		1,209		3,674		3,537		3,396		3,253				
Ending Fund Balance			7,007		10,515		11,724		15,398		18,935		22,331		25,565				
Three Month Operating Reserve			821		1,111		1,685		1,719		1,753		1,788		1,824				
Surplus			6,186		9,405		10,039		13,679		17,182		20,543		23,760				

12

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

### Agenda Caption

Public hearing to consider an ordinance to levy an assessment on property within the Quail Creek Public Improvement District.

### Agenda Item Summary

An assessment against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Quail Creek PID Advisory Board met August 20, 2019 to review the proposed FY 2019/20 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$8,104. The Board recommends keeping property owner assessment rates at \$350 per lot. This will result in assessments totaling \$10,150. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached is the Quail Creek Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

### Requested Action

The PID budget (and 5-year service plan) discussed above have been reviewed and unanimously recommended for approval by the Quail Creek PID Advisory Board.

### Funding Summary

Budget and 5-year service plan attached.

### Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Quail Creek PID boundary regarding this item. At this time of writing, Development Services staff has not received any comments regarding this request.

### Staff Recommendation

Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

ORDINANCE NO. 7817

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Quail Creek Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Quail Creek Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., common area sidewalks, brick dumpster enclosures, street lights) and non-manmade, living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan as amended, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**EXHIBIT A**

**Quail Creek Public Improvement District  
Fiscal Year 2019-2020**

A. The boundaries of the Quail Creek Public Improvement District are as follows:

All that portion of property containing a total area of 20,072 square feet and designated as Common Area 1, Common Area 2, and Common Area 3 as shown on the subdivision plat Quail Creek Addition, Unit No. 25, an addition to the City of Amarillo and being located in Section 25, Block 9, B.S. & F. Survey, Potter County, Texas, as described in the instrument of record in Volume 3695, Page 43 of the Official Public Records of Potter County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Quail Creek Public Improvement District is \$8,104. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation .....	\$7,662
Administration Expense .....	\$442
Total.....	\$8,104

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 29 platted lots. This year's assessment will total \$10,150 (\$350 per lot).

D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2019.
2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT (27610)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: ACTUAL 2017/18 AND ESTIMATED 2018/19 to 2023/24  
 REVISED 8-Aug-19

			2017/18 Actual	2018/19 Revised	2019/20 Proposed	2020/21 Estimated	2021/22 Estimated	2022/23 Estimated	2023/24 Estimated
BEGINNING FUND BALANCE			6,741	9,733	12,578	14,624	16,508	18,227	19,776
PROJECTED COSTS									
		2.00%							
MAINTENANCE & OPERATION:									
PARK MAINTENANCE COST									
Electricity	####		167	191	205	209	213	218	222
Water & Sewer	####		3,631	2,157	3,853	3,930	4,009	4,089	4,171
Contract/Temporary Labor	####		2,772	3,780	3,084	3,146	3,209	3,273	3,338
Repair & Maintenance of Improvements	####		-	725	520	530	541	552	563
TOTAL MAINTENANCE			6,570	6,853	7,662	7,815	7,972	8,131	8,294
ADMINISTRATION									
Postage	####		16	16	17	17	18	18	18
Advertising - Public Notices	####		338	345	352	359	366	374	381
City Admin Fee	####		234	91	73	74	76	77	79
TOTAL MAINTENANCE & OPERATION			7,158	7,305	8,104	8,266	8,431	8,600	8,772
ASSESSMENTS	LOTS	29	\$350 10,150	\$350 10,150	\$350 10,150	\$350 10,150	\$350 10,150	\$350 10,150	\$350 10,150
COLLECTION RATE			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	####		10,150	10,150	10,150	10,150	10,150	10,150	10,150
INTEREST INCOME	0.00%		-	-	-	-	-	-	-
ENDING FUND BALANCE			9,733	12,578	14,624	16,508	18,227	19,776	21,154
THREE MONTH OPERATING RESERVE			1,790	1,826	2,026	2,067	2,108	2,150	2,193
SURPLUS			7,944	10,752	12,598	14,441	16,119	17,626	18,961

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

### Agenda Caption

Public hearing to consider an ordinance to levy an assessment on property within the Tutbury Public Improvement District.

### Agenda Item Summary

An assessment against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Tutbury PID Advisory Board met July 9, 2019 to review the proposed FY 2019/20 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$15,928. The Board recommends keeping property owner assessment rates at \$679 per lot. This will result in assessments totaling \$16,296. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

### Requested Action

The PID budget and 5-year service plan discussed above have been reviewed and unanimously recommended for approval by the Tutbury PID Advisory Board.

### Funding Summary

Budget and 5-year service plan attached.

### Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Tutbury PID boundary regarding this item. At this time of writing, Development Services staff has not received any comments regarding this request.

### Staff Recommendation

Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

ORDINANCE NO. 7818

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TUTBURY PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Tutbury Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Tutbury Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan as amended, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**EXHIBIT**

**Tutbury Public Improvement District**

**Budget: Fiscal Year 2019-20**

A. The boundaries of the Tutbury Public Improvement District are as follows:

A 5.27-acre tract of land out of a 196.075 acre tract of land according to that certain Correction Warranty Deed recorded in Volume 1596, Page 135, of the Deed Records of Randall County, Texas, situated in the northeast portion of Section 40, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Tutbury Public Improvement District is \$15,928. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation .....	\$15,218
Administration Expense .....	\$709
Total.....	\$15,928

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 24 platted lots. This year's assessment will total \$16,296 (\$679 per lot).

D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2019.
2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

TUTBURY PUBLIC IMPROVEMENT DISTRICT (27400)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: ACTUAL 2017/18 AND ESTIMATED 2018/19 TO 2023/24  
 REVISED 5-Jul-19

			2017/18 Actual	2018/19 Revised	2019/20 Proposed	2020/21 Estimated	2021/22 Estimated	2022/23 Estimated	2023/24 Estimated
BEGINNING FUND BALANCE			21,642	27,895	34,205	34,573	34,623	34,348	33,742
			Inflation	2.00%					
PROJECTED COSTS									
MAINTENANCE & OPERATION:									
Electricity	53150		267	300	320	326	333	340	346
Water & Sewer	53200		2,686	2,237	2,852	2,909	2,967	3,027	3,087
Custom Gardens - Monthly Fee	67600		3,843	5,972	6,091	6,213	6,338	6,464	6,594
Repair & Maintenance - Improvements	68300		2,181	500	5,700	5,814	5,930	6,049	6,170
Repair & Maintenance - Irrigation	68400		-	250	255	260	265	271	276
<b>TOTAL MAINTENANCE</b>			<b>8,977</b>	<b>9,259</b>	<b>15,218</b>	<b>15,523</b>	<b>15,833</b>	<b>16,150</b>	<b>16,473</b>
ADMINISTRATION									
Postage	61200		15	15	15	16	16	16	17
Advertising - Public Notices	61300		338	345	352	359	366	373	381
Professional - Collection Contract	62000		240	240	240	245	250	255	260
City Admin Fee	77450		473	127	102	104	106	108	110
<b>TOTAL MAINTENANCE &amp; OPERATION</b>			<b>10,043</b>	<b>9,986</b>	<b>15,928</b>	<b>16,246</b>	<b>16,571</b>	<b>16,903</b>	<b>17,241</b>
ASSESSMENTS	LOTS	24	\$679 16,296	\$679 16,296	\$679 16,296	\$679 16,296	\$679 16,296	\$679 16,296	\$679 16,296
COLLECTION RATE			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30311		16,296	16,296	16,296	16,296	16,296	16,296	16,296
INTEREST INCOME	0.00%	37110	-	-	-	-	-	-	-
Increase/Decrease in Cash			6,253	6,310	368	50	(275)	(607)	(945)
ENDING FUND BALANCE			27,895	34,205	34,573	34,623	34,348	33,742	32,797
THREE MONTH OPERATING RESERVE			2,511	2,497	3,982	4,062	4,143	4,226	4,310
SURPLUS			25,384	31,709	30,591	30,562	30,205	29,516	28,487

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2018	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

### Agenda Caption

Public hearing to consider an ordinance to levy an assessment on property within the Colonies Public Improvement District.

### Agenda Item Summary

An assessment against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Colonies PID Advisory Board met July 24, 2019 to review the proposed FY 2019/20 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2019/20 to be \$950,179. The Board recommended unanimously to maintaining the property owner assessment rates at \$0.10 per square foot. This will result in assessments totaling \$1,054,399. This decision was made in order to continue to cover all operating costs as well as an additional \$470,292 annual debt service payment.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached is the Colonies Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

### Requested Action

The PID budget and 5-year service plan discussed above have been reviewed by the Colonies PID Advisory Board.

### Funding Summary

Budget and 5-year service plan attached.

### Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Colonies PID boundary regarding this item. At this time of writing, Development Services staff has not received any comments regarding this request.

### Staff Recommendation

Legal, Accounting, and Development Services staff have reviewed the associated instruments and recommend approval as submitted.

ORDINANCE NO. 7819

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Colonies Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property; and

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District;

WHEREAS, the Colonies Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan as amended, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**EXHIBIT**

Colonies Public Improvement District  
Fiscal Year 2019-2020

A. The boundaries of the Colonies Public Improvement District are as follows:

A 375.8 acre tract of land being situated in Section 40, Block 9,  
BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Colonies Public Improvement District is \$950,179. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....	\$466,391
Administration Expense.....	\$13,496
Debt Service Obligation.....	\$470,292
Total.....	\$950,179

C. This year's assessment will total \$1,054,399. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to \$0.10 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to \$0.10 multiplied by the total square footage of the lot for lots 1 acre or less. Commercial lots greater than 1 acre will be assessed an additional \$500 per acre or portion thereof, with a maximum assessment of \$10,000 per lot.

D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2019.
2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

COLONIES # 5 PUBLIC IMPROVEMENT DISTRICT (27300)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: Actual 2017/18 and ESTIMATED 2018/19 to 2022/23  
 REVISED 23-Jul-19

	Actual 2017/18		Budget 2018/19		Revised 2018/19		Proposed 2019/20		Estimated 2020/21		Estimated 2021/22		Estimated 2022/23													
BEGINNING FUND BALANCE	239,621		589,324		589,324		712,735		816,955		985,462		888,995													
INFLATION	0.0%		0.0%		0.0%		2.0%		2.0%		2.0%		2.0%													
PROJECTED COSTS	SQ FT	NEW TOTAL	SQ FT	NEW TOTAL	SQ FT	NEW TOTAL	SQ FT	NEW TOTAL	SQ FT	NEW TOTAL	SQ FT	NEW TOTAL	SQ FT	NEW TOTAL												
MAINTENANCE & OPERATION:																										
PARK MAINTENANCE COST:	47,987	678,586	0.575	-	678,586	0.533	-	678,586	0.687	45,000	723,586	0.663	-	723,586	0.676	-	723,586	0.690	-	723,586	0.704	-	723,586	0.704		
Janitorial	51250	-			500																					
Landscaping (Botany & Agriculture)	51450	29,419			21,800			29,326		91,153				92,976			94,836								96,732	
Electricity	53150	14,552			19,832			16,631		18,089				18,451			18,820								19,196	
Water & Sewer	53200	138,117			146,802			133,000		144,656				147,549			150,500								153,510	
PID Management Fees (private)	62015	30,000			30,000			32,500		35,348				36,055			36,776								37,512	
Custom Gardens (monthly fee)	67600	124,899			85,785			132,240		143,830				146,707			149,641								152,634	
Hardscape Repairs	68300	25,625			40,000			99,500		21,815				22,251			22,696								23,150	
Irrigation Repairs	68400	8,690			4,500			10,450		11,366				11,593			11,825								12,062	
Insurance (City Charge)	71100	-			227			134		137				139			139								142	
TOTAL MAINTENANCE		371,302			349,446			453,647		466,391				475,719			485,233								494,938	
ADMINISTRATION:																										
Postage	61200	425			386			425		462				471			481								490	
Advertising - Public Notices	61300	386			499			386		420				428			437								446	
Tax Assessor Commission	62000	6,984			6,984			7,072		7,692				7,846			8,003								8,163	
City Admin Fee	77450	10,831			4,669			4,922		5,020				5,121			5,223								5,223	
TOTAL ADMINISTRATION		18,626			12,518			12,552		13,496				13,766			14,041								14,322	
TOTAL MAINTENANCE & OPERATION		389,928			361,964			466,199		479,887				489,485			499,274								509,260	
Bond Proceeds	39810	3,000,000			-			-		-				-			2,000,000									
Developer Reimbursements	83200	(3,004,991)			-			-		-				-			(2,000,000)									
Debt Service First Issue (2006 2/15/26 mat)	585,000	45,946			45,944			45,847		45,946				45,946			45,945								45,944	
Debt Service Second Issue (2008B 2/15/28 mat)	1,500,000	108,352			110,394			110,394		107,334				109,172			110,806								112,236	
Debt Service Third Issue (2014 8/15/34 mat)	1,535,000	108,431			106,481			104,531		104,531				102,581			105,631								104,056	
Debt Service Fourth Issue (2018 2/15/38 mat)	3,000,000	-			205,884			205,884		210,481				206,631			207,131								207,431	
Debt Service Fifth Issue	2,000,000	-			-			-		-				-			150,000								150,000	
Debt Service Sixth Issue	1,500,000	-			-			-		-				-			-								-	
Fiscal Agent Fees		-			1,502			2,000		2,000				2,500			2,500								2,500	
Total Debt Service	92150	262,729			470,204			470,706		470,292				466,830			622,014								622,168	
TOTAL EXPENDITURES		657,648			632,168			936,905		950,179				956,315			1,121,288								1,131,428	
ASSESSMENTS	UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE
RESIDENTIAL	8,169,309	0.1000	816,931	8,411,635	0.1000	841,164	8,411,635	0.1000	841,164	9,789,415	0.1000	978,942	9,493,635	0.1000	949,364	9,493,635	0.1000	949,364	9,493,635	0.1000	949,364	9,493,635	0.1000	949,364	9,493,635	0.1000
COMMERCIAL	877,130	0.1000	70,726	877,121	0.0806	70,725	877,121	0.0806	70,725	970,234	0.0778	75,458	970,234	0.0778	75,458	970,234	0.0778	75,458	970,234	0.0778	75,458	970,234	0.0778	75,458	970,234	0.0778
TOTAL ASSESSMENTS	30311		887,657		911,889			911,889		1,054,399			1,024,821		1,024,821		1,024,821								1,024,821	
COLLECTION RATE			112.92%		100.00%			115.73%		100.00%			100.00%		100.00%		100.00%								100.00%	
TOTAL COLLECTIONS			1,002,348		911,889			1,055,309		1,054,399			1,024,821		1,024,821		1,024,821								1,024,821	
INTEREST INCOME	1.00%		5,003		-			5,007		-				-			-								-	
MISCELLANEOUS INCOME			-		-			-		-				100,000			-								-	
INCREASE (DECREASE) IN CASH			349,703		79,721			123,411		104,220				168,506			(96,467)								(106,606)	
Ending Fund Balance			589,324		669,045			712,735		816,955				985,462			888,995								782,385	
Three Month Operating Reserve			164,412		209,042			234,226		237,545				239,079			280,322								282,857	
Surplus			424,912		461,003			478,508		579,411				746,383			608,673								499,532	

COLONIES # 5 PUBLIC IMPROVEMENT DISTRICT (27300)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: Actual 2017/18 and ESTIMATED 2018/19 to 2028/29  
 REVISED 23-Jul-19

	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27	Estimated 2027/28	Estimated 2028/29
BEGINNING FUND BALANCE	782,389	665,769	427,385	391,604	366,742	323,441
	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
PROJECTED COSTS						
	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL	NEW	SQ FT TOTAL
MAINTENANCE & OPERATION:						
PARK MAINTENANCE COST:	0.718	723,586	0.732	723,586	0.762	723,586
Janitorial	51250	-	-	-	-	-
Landscaping (Botany & Agriculture)	51450	98,667	100,640	102,653	104,706	106,800
Electricity	53150	19,580	19,972	20,371	20,779	21,194
Water & Sewer	53200	156,580	159,712	162,906	166,164	169,488
PID Management Fees (private)	62015	38,262	39,027	39,808	40,604	41,416
Custom Gardens (monthly fee)	67600	155,686	158,800	161,976	165,215	168,520
Hardscape Repairs	68300	23,613	24,086	24,567	25,059	25,560
Irrigation Repairs	68400	12,303	12,549	12,800	13,056	13,317
Insurance (City Charge)	71100	145	148	151	154	160
TOTAL MAINTENANCE	504,837	514,933	525,232	535,737	546,451	557,380
ADMINISTRATION:						
Postage	61200	500	510	520	531	541
Advertising - Public Notices	61300	455	464	473	482	492
Tax Assessor Commission	62000	8,326	8,493	8,662	8,836	9,012
City Admin Fee	77450	5,328	5,434	5,543	5,654	5,767
TOTAL ADMINISTRATION	14,609	14,901	15,199	15,503	15,813	16,129
TOTAL MAINTENANCE & OPERATION	519,446	529,834	540,431	551,239	562,264	573,509
Bond Proceeds	39810	1,500,000	-	-	-	-
Developer Reimbursements	83200	(1,500,000)	-	-	-	-
Debt Service First Issue (2006 2/15/26 mat)	585,000	45,945	45,945	19,145	-	-
Debt Service Second Issue (2008B 2/15/28 mat)	1,500,000	108,564	109,790	110,812	111,630	112,244
Debt Service Third Issue (2014 8/15/34 mat)	1,535,000	106,956	104,706	107,456	105,056	107,656
Debt Service Fourth Issue (2018 2/15/38 mat)	3,000,000	207,531	207,431	207,131	206,631	210,831
Debt Service Fifth Issue	2,000,000	150,000	150,000	150,000	150,000	150,000
Debt Service Sixth Issue	1,500,000	112,500	112,500	112,500	112,500	112,500
Fiscal Agent Fees	-	3,000	3,000	3,000	2,500	2,000
Total Debt Service	92150	621,996	733,372	710,044	688,317	695,731
TOTAL EXPENDITURES	1,141,441	1,263,206	1,250,475	1,239,556	1,257,995	1,153,515
ASSESSMENTS	0%		0%		0%	
RESIDENTIAL	949,364	949,364	949,364	949,364	949,364	949,364
COMMERCIAL	75,458	970,234	75,458	970,234	75,458	970,234
TOTAL ASSESSMENTS	30311	1,024,821	1,024,821	1,214,694	1,214,694	1,214,694
COLLECTION RATE	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	1,024,821	1,024,821	1,214,694	1,214,694	1,214,694	1,214,694
INTEREST INCOME	1.00%	-	-	-	-	-
MISCELLANEOUS INCOME	-	-	-	-	-	-
INCREASE (DECREASE) IN CASH	(116,620)	(238,385)	(35,781)	(24,862)	(43,301)	61,179
Ending Fund Balance	665,769	427,385	391,604	366,742	323,441	384,619
Three Month Operating Reserve	285,360	315,802	312,619	309,889	314,499	288,379
Surplus	380,409	111,583	78,985	56,853	8,942	96,241

K

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

**Agenda Caption**  
Public hearing to consider an ordinance to levy an assessment on property within the Greenways Public Improvement District.

**Agenda Item Summary**  
An assessment against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, must be approved on an annual basis. The Greenways PID Advisory Board met August 13, 2019 to review the proposed FY 2019/20 budget and service plan. The Greenways PID budget projects total maintenance, operation and debt service expenses for FY 2019/20 to be \$628,630. The Board recommends maintaining property owner assessment rates at \$720 for type A lots, \$600 for type B lots, \$864 for type D lots, and \$1,800 per acre for commercial property. This will result in assessments totaling \$643,344. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached is the Greenways Public Improvement District Fiscal Year 2019/20 budget, service plan, and associated ordinance and exhibit.

**Requested Action**  
The PID annual budget and 5-year service plan discussed above have been reviewed and unanimously recommended for approval by the Greenways PID Advisory Board.

**Funding Summary**  
Budget and 5-year service plan attached.

**Community Engagement Summary**  
Newspaper and property owner notices have been sent to property owners within the Greenways PID boundary regarding this item. At this time of writing, Development Services staff has received one question regarding use of PID assessments but has not received any negative comments regarding this request.

**Staff Recommendation**  
Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

ORDINANCE NO. 1820

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE GREENWAYS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2019-2020; ADOPTING A BUDGET FOR FISCAL YEAR 2019-2020 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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WHEREAS, a public hearing was held as required by law where all interested persons were provided with an opportunity to be heard on assessments on property within the Greenways Public Improvement District; and

WHEREAS, all notices and hearings have been issued and held within the time and as required by law; and

WHEREAS, the attached exhibit describes property that lies within the Public Improvement District; and

WHEREAS, the attached exhibit describes the method of payment of assessment and assessment amounts; and

WHEREAS, The City of Amarillo is required by law to levy the assessment by ordinance as a special assessment on the property;

WHEREAS, the City of Amarillo and property owners within the District's boundaries share the goal to be as efficient and cost effective as possible regarding the maintenance and operation of the District; and

WHEREAS, the Greenways Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., fences/walls, street lights) and non-manmade living improvements (i.e., plants) within the District;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1: The tract of land described by the attached exhibit has been established as the above named Public Improvement District.

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

SECTION 3: The City of Amarillo will continue to be the administrator of assessments and pay invoices for services rendered in accordance with the Budget and Five-year Plan as amended, unless otherwise requested by the Board or its designee not to pay a proposed invoice.

SECTION 4: A Budget for the fiscal year of 2019-2020 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

SECTION 5: The total estimated cost for the maintenance and operation of improvements proposed in the Public Improvement District is described on the attached exhibit and is hereby approved.

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2019-2020 fiscal year is described on the attached exhibit and is hereby approved.

SECTION 7: The method of payment of the assessment is described on the attached exhibit and is hereby approved.

SECTION 8: The Amarillo City Council may make supplemental assessments, reassessments, or new assessments of property within the Public Improvement District in compliance with the laws of the State of Texas after a notice and hearing.

SECTION 9: The special improvement district fund for the Public Improvement District shall be held in the municipal treasury and accounted for in the audit of the City of Amarillo.

SECTION 10: In the event the Public Improvement District is ever terminated, a homeowner's association will have the authority and responsibility of continuing the services of the Public Improvement District. The extent to which such services will be continued will be discretionary with the association as determined by its by-laws. The association will be required to remove or repair, at its expense, any improvements that fall into such a state of disrepair as to create a hazard to the public safety as determined by the City of Amarillo.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 12: If any part, provision, or clause of this Ordinance conflicts with any other ordinance or resolution, then such other ordinance or resolution is hereby repealed to the extent of such conflict with this Ordinance.

SECTION 13: This Ordinance shall become effective upon its second and final reading.

SECTION 14: This Ordinance shall not be codified, but shall be kept on file in the City Secretary's office so long as it is administratively valuable.

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

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bryan McWilliams, City Attorney

**EXHIBIT**

**Greenways Public Improvement District  
Fiscal Year 2019-2020**

A. The boundaries of the Greenways Public Improvement District are as follows:

A 671.30-acre tract of land being all of Section 39, Block 9, BS&F Survey, Randall County, Texas as indicated in deeds recorded in the real property records of Randall County.

B. The total estimated costs for maintenance, operation, administrative fees, and debt service proposed for the Greenways Public Improvement District is \$628,630. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....	\$473,848
Administration Expense .....	\$13,608
Debt Service.....	\$141,174
Total.....	\$628,630

C. This year's assessment will total \$643,344. The method of assessment will be to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will consist of Class A, Class B, and Class D lots. At the time a plat is filed, Developer will designate the classification for each lot. Class A lots will generally be larger lots and may have additional amenities. Class B lots will be the majority of the lots and will generally be smaller lots. Class D lots are those located adjacent to Tuscan Village. Class B residential lots will be assessed equally on a per lot basis. Class A lots will be assessed equally on a per lot basis at 120% of the Class B lot assessment. Class D lots will be assessed equally on a per lot basis at 120% of the Class A lot assessment. The 2018-2019 Class A lot assessment will be \$720.00 per lot, the Class B lot assessment will be \$600.00 per lot, and the Class D lot assessment will be \$864.00 per lot.
2. Commercial Property: The 2018-2019 Commercial property assessment will be \$1,800.00 per acre.

D. The method of payment of the assessment shall be as follows:

1. These assessments are due and payable October 1, 2019.
2. These assessments become delinquent if not paid prior to February 1, 2020 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.

4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.
- E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2019-2020.

GREENWAYS AT HILLSIDE PUBLIC IMPROVEMENT DISTRICT (27100)  
 FIVE YEAR IMPROVEMENT PLAN  
 FISCAL YEARS: ACTUAL 2017/18 AND ESTIMATED 2018/19 TO 2023/24  
 REVISED 12-Aug-19

		Actual 2017/18		Revised 2018/19		Proposed 2019/20		Estimated 2020/21		Estimated 2021/22		Estimated 2022/23		Estimated 2023/24		
BEGINNING FUND BALANCE			250,119		338,736		518,532		533,869		532,755		550,725		562,503	
PROJECTED COSTS		NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	NEW	ACREAGE TOTAL	
MAINTENANCE & OPERATION:																
PARK MAINTENANCE COST:	0.30	INFLATION	28.75	14,083	28.75	11,189	28.75	16,955	28.75	17,294	28.75	17,640	29	17,993	29	18,353
Operating	51200			5												
Botanical & Agricultural	51450							2,000	2,040		2,081		2,122		2,165	
Electricity	53150		2,373		2,941		3,164		3,227		3,292		3,358		3,425	
Water & Sewer	53200		216,125		106,006		229,284		233,870		238,547		243,316		248,184	
Miscellaneous (unassigned)	61600						15,000		15,300		15,606		15,918		16,236	
Contract Labor	67600		139,885		151,536		153,000		156,060		159,181		162,365		165,612	
Repair & Maintenance of Improvements	68300		5,634		26,826		10,200		10,404		10,612		10,824		11,041	
Other Improvements	68312		6,861		4,918		35,700		36,414		37,142		37,885		38,643	
Repair & Maintenance of Irrigation	68400		13,872		16,088		25,500		26,010		26,530		27,061		27,602	
TOTAL MAINTENANCE			384,755		308,315		473,848		483,325		492,991		502,851		512,908	
ADMINISTRATION:																
Postage	61200		552		552		550		561		572		584		595	
Advertising Public Notices	61300		401		401		529		540		550		561		573	
Professional Collection Contract	62000		7,864		6,312		8,406		8,576		8,748		8,923		9,101	
City Administrative fee	77450		11,516		4,115		4,121		4,203		4,287		4,373		4,461	
TOTAL ADMINISTRATION			20,133		13,380		13,608		13,880		14,158		14,441		14,730	
TOTAL MAINTENANCE & OPERATION			404,888		321,695		487,456		497,205		507,149		517,292		527,638	
DEBT SERVICE PAYMENTS																
FOURTH ISSUE PAYMENT (COs 2014, 08/15/34 Maturity Date)	725,000		50,488		49,588		48,688		52,788		51,738		50,950		49,900	
THIRD ISSUE PAYMENT (2008A Cos, 2/15/28 Maturity Date)	600,000		46,260		44,980		43,696		47,305		45,807		44,309		42,811	
SECOND ISSUE PAYMENT (2003 COs, 8/15/23 Maturity Date)	620,000		44,065		47,770		46,290		44,810		48,330		46,865		45,400	
Fiscal Agent Fees					2,500		2,500		2,500		2,500		2,500		2,500	
Total Debt Service			140,813		144,838		141,174		147,403		148,375		144,424		141,111	
TOTAL EXPENDITURES			545,701		466,533		628,630		644,608		655,524		661,716		622,849	
ASSESSMENTS		UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE	UNITS	RATE	
		Yearly Increase		Yearly Increase		Yearly Increase		Yearly Increase		Yearly Increase		Yearly Increase		Yearly Increase		
RESIDENTIAL B		919	575	528,425	919	600	551,400	919	600	551,400	969	600	581,400	969	600	581,400
RESIDENTIAL A		68	690	46,920	68	720	48,960	68	720	48,960	68	720	48,960	68	720	48,960
RESIDENTIAL D		26	828	21,528	26	864	22,464	26	864	22,464	26	864	22,464	26	864	22,464
COMMERCIAL		5.4	1,725	9,315	11.4	1,800	20,538	11.4	1,800	20,520	11.4	1,800	20,520	11.4	1,800	20,520
TOTAL ASSESSMENTS	30311		606,188		643,362		643,344		643,344		673,344		673,344		673,344	
COLLECTION RATE			105%		100%		100%		100%		100%		100%		100%	
TOTAL COLLECTIONS			633,913		645,707		643,344		643,344		673,344		673,344		673,344	
INTEREST INCOME			404		622		622		150		150		150		150	
INCREASE (DECREASE) IN CASH			86,617		179,797		15,337		(1,114)		17,970		11,778		50,645	
ENDING FUND BALANCE			338,736		518,532		533,869		532,755		550,725		562,503		613,146	
Three Month Operating Reserve			101,222		80,424		121,864		124,301		126,787		129,323		131,910	
Surplus			237,514		438,108		412,005		408,454		423,938		433,180		481,238	

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Kelley Shaw, Development Customer Service Coordinator		

### Agenda Caption

Public hearing and consideration to levy an assessment on property within the Pinnacle Public Improvement District.

### Agenda Item Summary

The Pinnacle Public Improvement District (PID) was created in August 2017. The Pinnacle PID has yet to establish an Advisory Board, has no improvements, and has no platted lots subject to assessments. As such, there is no annual budget or assessment ordinance needed with this PID. Depending on the timing of platting and development of this subdivision, if there are any costs incurred in FY 2019-20, the Developer will be responsible for those costs.

### Requested Action

NA

### Funding Summary

NA

### Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Pinnacle PID boundary regarding this item. At this time of writing, Development Services staff has not received any comments regarding this request.

### Staff Recommendation

Legal, Accounting, and Development Services Staff have reviewed the associated instruments and recommend approval as submitted.

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development
<b>Department</b>	City Manager		
<b>Contact</b>	Michelle Bonner, Deputy City Manager		

**Agenda Caption**  
 RESOLUTION – AUTHORIZING EXPENDITURES OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITOR COUNCIL FOR THE 2019/2020 FISCAL YEAR  
 (Dan Quandt, Senior Vice President Chamber of Commerce)  
 This resolution approves the 2019/2020 Budget for the Convention and Visitor Council which is funded through a tax levied upon hotel occupancy.

**Agenda Item Summary**  
 This resolution approves the 2019/2020 budget for the Amarillo Convention and Visitor Council. The City of Amarillo levies a tax on hotel occupancy, authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for the City.

**Requested Action**  
 Council consideration and approval of the resolution authorizing expenditures of hotel occupancy tax revenue by the Amarillo Convention and Visitor Council 2019/2020 fiscal year.

**Funding Summary**  
 N/A

**Community Engagement Summary**  
 The 2019/20 fiscal year budget has been reviewed and approved for Council consideration at the August 28, 2019 Amarillo Convention and Visitor Council Board meeting.

**Staff Recommendation**  
 Staff recommendation is to approve the 2019/2020 fiscal year budget for the Amarillo Convention and Visitor Council for the fiscal year October 1, 2019 to September 30, 2020.

RESOLUTION NO. 09-17-19-\_\_\_\_\_  
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:  
APPROVING EXPENDITURE OF HOTEL OCCUPANCY TAX  
REVENUE BY THE AMARILLO CONVENTION AND  
VISITOR COUNCIL FOR THE FISCAL YEAR OCTOBER 1,  
2019 TO SEPTEMBER 30, 2020.

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WHEREAS, the City of Amarillo desires to promote tourism and conventions for visitors to the City of Amarillo, and cultural events for the citizens of this City; and

WHEREAS, the City of Amarillo levies a tax upon hotel and motel room occupancy within the City as authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for the City; and

WHEREAS, the Amarillo Convention and Visitor Council is an organization that, among other things, promotes such activities referred to above; and

WHEREAS, the Amarillo Convention and Visitor Council proposed a budget for fiscal year October 1, 2019 - September 30, 2020, and it has been filed with the City Secretary of the City of Amarillo; and

WHEREAS, after considering the proposed expenditures, other financial considerations, and public comments, the City Council finds that the proposed budget promotes tourism and the convention and hotel industry in the manner required by state law, and that same should be approved;

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

SECTION 1. That the budget as filed, together with any amendments made in public meeting, for the Amarillo Convention and Visitor Council for the expenditure of hotel/motel occupancy tax for the fiscal year October 1, 2019, to September 30, 2020, be and the same is hereby approved, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 17<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams, City Attorney

DESCRIPTION	Actual	Budget	DeptRequest
	2017	FY2018	FY2019
36522 City Contract Income	2,242,506	2,242,506	1,964,571
<b>36520 Contract Income</b>	<b>2,242,506</b>	<b>2,242,506</b>	<b>1,964,571</b>
<b>36500 Chamber Revenues</b>	<b>2,242,506</b>	<b>2,242,506</b>	<b>1,964,571</b>
37110 Interest Income	1,924	5,000	5,304
<b>37109 Interest Earnings</b>	<b>1,924</b>	<b>5,000</b>	<b>5,304</b>
37410 Miscellaneous Revenue	10,889	0	121,650
37465 NBV Asset Disposal	-473	0	0
<b>37400 Miscellaneous Revenue</b>	<b>10,416</b>	<b>0</b>	<b>121,650</b>
<b>TREVENUE Total Revenues</b>	<b>2,254,847</b>	<b>2,247,506</b>	<b>2,091,525</b>
41100 Salaries and Wages	549,481	477,923	494,332
41300 Incentive	712	15,000	0
41620 Unscheduled	3,830	3,000	3,000
41860 Chamber Health	103,892	86,400	86,400
41870 Chamber Long Term Care	795	2,000	2,000
42010 Social Security - Medica	8,187	6,930	7,168
42020 Social Security - OASDI	33,600	29,631	30,649
42135 Chamber Retirement	54,434	47,792	49,433
42300 State Unemployment	3,737	4,317	1,021
42310 Federal Unemployment	463	500	378
42400 Workers Compensation	1,032	3,728	3,856
<b>41000 Personal Services</b>	<b>760,162</b>	<b>677,221</b>	<b>678,236</b>
51110 Office Expense	8,196	8,000	6,000
51970 Software	3,761	0	6,000
<b>51000 Supplies</b>	<b>11,957</b>	<b>8,000</b>	<b>12,000</b>
61100 Communications Billing	17,298	15,000	18,000
61200 Postage	8,984	10,000	12,000
63140 Audit Fee	0	10,000	10,000
68620 Computer Equipment	29,941	15,000	20,000
68680 Other Equipment	434	5,000	3,000
69100 Rental Land & Buildings	25,728	19,810	26,800
69310 Vehicle Lease	10,621	8,040	12,000
<b>60000 Contractual Services</b>	<b>93,005</b>	<b>82,850</b>	<b>101,800</b>
75200 Mileage	4,520	5,000	5,000
76000 Depreciation	10,053	7,000	2,057
78455 Chamber Finance Fixed OH	102,931	83,979	66,130
78460 Presidents Office OH	125,228	118,533	126,402
78465 General OH	52,634	54,744	48,912
<b>70000 Other Charges</b>	<b>295,364</b>	<b>269,256</b>	<b>248,501</b>
<b>TEXPENSES Total Expenses</b>	<b>1,160,488</b>	<b>1,037,327</b>	<b>1,040,537</b>

DESCRIPTION	Actual 2017	Budget FY2018	DeptRequest FY2019
78570 FAM/Site Visits	8,156	7,000	3,500
78580 Community Awareness	377	500	5,500
78600 Professional Organizatio	6,139	3,550	3,900
78640 Trade Organizations/Show	1,272	3,300	5,950
78980 Sales Tools	0	44,600	46,600
79160 Photography	12,294	11,000	14,000
79410 Sales Calls	3,932	0	0
<b>78500 Program Expenses</b>	<b>32,171</b>	<b>69,950</b>	<b>79,450</b>
<b>TEXPENSES Total Expenses</b>	<b>32,171</b>	<b>69,950</b>	<b>79,450</b>

DESCRIPTION	Actual	Budget	DeptRequest
	2017	FY2018	FY2019
78570 FAM/Site Visits	2,555	25,000	18,000
78580 Community Awareness	9,749	800	2,500
78600 Professional Organizatio	20,403	14,550	9,800
78640 Trade Organizations/Show	124,924	88,500	85,895
78980 Sales Tools	74,252	45,850	66,400
79080 Sales Presentations	4,534	15,000	13,000
79090 Specialty Advertising	16,194	21,800	8,600
79410 Sales Calls	5,467	14,000	16,500
<b>78500 Program Expenses</b>	<b>258,077</b>	<b>225,500</b>	<b>220,695</b>
<b>TEXPENSES Total Expenses</b>	<b>258,077</b>	<b>225,500</b>	<b>220,695</b>

DESCRIPTION	Actual	Budget	DeptRequest
	2017	FY2018	FY2019
78570 FAM/Site Visits	1,042	8,000	10,000
78580 Community Awareness	0	200	200
78600 Professional Organizatio	5,354	5,000	6,500
78640 Trade Organizations/Show	1,150	0	0
78980 Sales Tools	4,903	11,500	0
79090 Specialty Advertising	13,472	20,550	40,300
79110 Financial Assistance	2,252	6,050	40,050
79320 Transportation	3,269	10,000	3,000
<b>78500 Program Expenses</b>	<b>31,442</b>	<b>61,300</b>	<b>100,050</b>
<b>TEXPENSES Total Expenses</b>	<b>31,442</b>	<b>61,300</b>	<b>100,050</b>

DESCRIPTION	Actual	Budget	DeptRequest
	2017	FY2018	FY2019
78570 FAM/Site Visits	2,137	1,000	24,000
78580 Community Awareness	3,250	3,000	5,000
78600 Professional Organizatio	25,496	17,410	31,550
78640 Trade Organizations/Show	20,488	23,545	22,385
78650 Consumer Shows	6,153	3,750	3,850
78680 TIA/POW WOW	10,642	10,000	13,000
78740 National Tourism Week	1,527	2,000	2,200
78960 Misc Meetings	72	500	500
78970 Tour Development	3,031	2,000	8,200
79090 Specialty Advertising	3,018	3,200	3,200
79170 Literature	73,945	62,500	78,000
79190 Certified Display	16,389	14,500	20,000
79220 Airport Booth	878	7,000	1,000
79410 Sales Calls	298	1,000	1,000
<b>78500 Program Expenses</b>	<b>167,325</b>	<b>151,405</b>	<b>213,885</b>
<b>TEXPENSES Total Expenses</b>	<b>167,325</b>	<b>151,405</b>	<b>213,885</b>

DESCRIPTION	Actual 2017	Budget FY2018	DeptRequest FY2019
78640 Trade Organizations/Show	500	0	0
78500 Program Expenses	500	0	0
<b>TEXPENSES Total Expenses</b>	<b>500</b>	<b>0</b>	<b>0</b>

DESCRIPTION	Actual 2017	Budget FY2018	DeptRequest FY2019
78790 Golden Nail	13,308	13,500	13,500
79020 Community Relations	449	500	500
79140 Arts Project	79,995	80,000	80,000
79150 Media Advertising	0	250	700
<b>78500 Program Expenses</b>	<b>93,752</b>	<b>94,250</b>	<b>94,700</b>
<b>TEXPENSES Total Expenses</b>	<b>93,752</b>	<b>94,250</b>	<b>94,700</b>

DESCRIPTION	Actual	Budget	DeptRequest
	2017	FY2018	FY2019
78580 Community Awareness	5,551	2,000	2,000
78600 Professional Organizatio	8,327	28,080	6,920
78640 Trade Organizations/Show	-522	2,000	3,000
78980 Sales Tools	105,012	99,200	44,980
79200 Ad Production	39,137	35,000	50,000
79230 Advertising	223,319	161,340	159,445
79410 Sales Calls	111	0	0
<b>78500 Program Expenses</b>	<b>380,935</b>	<b>327,620</b>	<b>266,345</b>
<b>TEXPENSES Total Expenses</b>	<b>380,935</b>	<b>327,620</b>	<b>266,345</b>

DESCRIPTION	Actual 2017	Budget FY2018	DeptRequest FY2019
78530 Special Projects	15,000	15,000	22,500
79110 Financial Assistance	20,196	0	0
<b>78500 Program Expenses</b>	<b>35,196</b>	<b>15,000</b>	<b>22,500</b>
<b>TEXPENSES Total Expenses</b>	<b>35,196</b>	<b>15,000</b>	<b>22,500</b>

DESCRIPTION	Actual 2017	Budget FY2018	DeptRequest FY2019
37141 Merchant Service Fees	-3	0	0
37410 Miscellaneous Revenue	-10	0	0
37461 Store Sales	198	0	0
37462 Store Sales Non-taxable	137	0	0
<b>37400 Miscellaneous Revenue</b>	<b>322</b>	<b>0</b>	<b>0</b>
<b>TREVENUE Total Revenues</b>	<b>322</b>	<b>0</b>	<b>0</b>

2

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Public Safety
<b>Department</b>	City Manager		
<b>Contact</b>	Michelle Bonner, Deputy City Manager		

### Agenda Caption

#### **RESOLUTION – DECLARING THE EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT (Contact: Michelle Bonner, Deputy City Manager)**

Discussion and consideration of all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto. The proceeds of future debt are associated with Proposition 2 for public safety facilities as approved by the voters in November 2016.

### Agenda Item Summary

This resolution declares the expectation to reimburse expenditures with proceeds of future debt. During the November 2016 bond election, voters authorized the City to issue debt for acquiring, constructing, improving, renovating, expanding and equipping public safety facilities in the amount of \$20,080,000. The City has issued two bonds related to this proposition: \$9,020,000 during 2017 and \$2,960,000 during 2018. The City intends to issue bonds during 2020 in the remaining amount of \$8,100,000. This resolution authorizes the City to reimburse from bond proceeds any amounts spent on public safety projects prior to the 2020 bond issue.

### Requested Action

Council consideration and approval of the resolution declaring the expectation to reimburse expenditures with proceeds of future debt.

### Funding Summary

N/A

### Community Engagement Summary

November 2016 bond election, where voters authorized the City to issue debt in the amount of \$20,080,000 for public safety facilities.

### Staff Recommendation

Staff recommendations Council consideration and approval of the resolution declaring the expectation to reimburse expenditures with proceeds of future debt.

RESOLUTION NO. 09-17-19-\_\_\_\_\_

A RESOLUTION OF THE AMARILLO CITY COUNCIL, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

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WHEREAS, the City of Amarillo, Texas (the "Issuer") intends to issue debt for acquiring, constructing, improving, renovating, expanding and equipping public safety facilities (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE ISSUER THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$8,100,000.

PASSED AND APPROVED this the 17th day of September, 2019.

CITY OF AMARILLO, TEXAS

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Ginger Nelson  
Mayor

ATTEST:

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Frances Hibbs, City Secretary

# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Economic Development & Redevelopment; Civic Pride
<b>Department</b>	Community Development		
<b>Contact</b>	Juliana Kitten, Community Development Director		

### Agenda Caption

CONDUCT A PUBLIC HEARING AND CONSIDER A RESOLUTION TO APPROVE THE 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

(Contact: Juliana Kitten, Community Development Director)

This item is a public hearing and consideration of a resolution to approve the 2019/2020 Community Development Block Grant (CDBG) Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development (HUD). The annual action plan allocates \$1,619,245 in CDBG funding and \$644,797 in HOME investment partnership funding based on a recommendation from the Community Development Advisory Committee (CDAC).

### Agenda Item Summary

This item is a public hearing to allow for public comment and consideration of a resolution to approve the 2019/2020 CDBG Annual Action Plan, which addresses funding to low-to-moderate income individuals and communities in accordance with HUD regulations. The 2019/2020 CDBG Annual Action Plan allocates \$1,619,245 in CDBG funding and \$644,797 in HOME investment partnership funding based on the recommendation from the CDAC.

Community Development facilitated a process to receive requests for proposals (RFP) for CDBG and HOME program funding. Community Development presented the submitted RFPs to the CDAC for review and consideration in two public meetings conducted on August 7 and 27, 2019. The CDAC evaluated the RFPs, formulating a recommendation in the annual action plan for consideration by the City Council. With City Council approval of the resolution, the 2019/2020 CDBG Annual Action Plan will be submitted to HUD.

### Requested Action

- Conduct a public hearing on the 2019/2020 CDBG Annual Action Plan.
- To approve the resolution to adopting the 2019/2020 CDBG Annual Action Plan.

### Funding Summary

CDBG Funding - \$1,619,245

- Building Safety - \$225,482
- Public Services Projects - \$242,887 (maximum allowable allocation)
- Neighborhood Improvements - \$67,250
- Owner Occupied Housing Improvements - \$759,777
- Planning and Management - \$323,849 (maximum allowable allocation)

HOME Investment Partnership Funding - \$644,797

- HOME Administration - \$64,480 (maximum allowable allocation)
- Rental Rehab & New Construction - \$451,357

# Amarillo City Council Agenda Transmittal Memo



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- Community Housing Development Organizations (CHDO) - \$96,720 (maximum allowable allocation)
  - CHDO Operating - \$32,240 (maximum allowable allocation)
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### **Community Engagement Summary**

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The CDAC conducted two public meetings on August 7 and 27, 2019 to receive presentations on proposed projects and input from the community.

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### **Staff Recommendation**

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Staff recommends approval of the resolution adopting the 2019/2020 CDBG Annual Action Plan, authorizing staff to submit the plan to HUD.

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RESOLUTION NO. 09-17-19-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING AND APPROVING THE 2018-2019 ANNUAL ACTION PLAN; AUTHORIZING THE CITY MANAGER AS CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AND FILE SAID PLAN WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

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WHEREAS, the Community Development Advisory Committee conducted publicized neighborhood and community meetings on July 11, 2019 and August 7, 2019 and conducted a public hearing on August 7, 2019 and August 27, 2019, to receive citizen input with respect to the 2019-2020 Community Development Block Grant and HOME Investment Partnership Programs; and

WHEREAS, 2019-2020 Request for Funding was available beginning on July 1, 2019 for public comment continuously since that date until the public hearing before the City Council on September 17, 2019; and

WHEREAS, the 2019-2020 Request for Funding which included the goals set in the Annual Action Plan has been made available in the Community Development office and published in the newspaper on July 1, 2019 for public review and comment for a thirty (30) day period; and

WHEREAS, the City Council has reviewed the 2019-2020 Annual Action Plan as recommended by the Community Development Advisory Committee of the City of Amarillo and finds it to be consistent with the 2015-2019 Consolidated Plan for Housing and Community Development; and

WHEREAS, the City Council conducted a public hearing on this date to consider the views and opinions of the citizens, especially those most affected by the program; and

WHEREAS, the City Council is of the opinion that the 2019-2020 Annual Action Plan should be adopted as attached hereto.

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

SECTION 1. The 2019-2020 Annual Action Plan is hereby approved and authorized for implementation by the Community Development Department of the City of Amarillo on and after October 1, 2019.

SECTION 2. The City Manager is hereby authorized to execute and file the 2019-2020 Annual Action Plan with the United States Department of Housing and Urban Development under the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended, including all understandings and assurances contained therein, and the City Manager is hereby directed and designated as the City of Amarillo's chief administrative officer to act as the authorized representative of the City in connection with said Plan, to execute all necessary documents, including funding agreements, and to provide such additional information as may be required to effectuate said grants.

SECTION 3. All resolutions or parts thereof that conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 4. In the event this Resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Resolution, and such remaining portions shall continue to be in full force and effect.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 17<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams, City Attorney

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	September 17, 2019	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Amarillo City Transit (ACT)		
<b>Contact</b>	Marita Wellage-Reiley, Transit Director		

**Agenda Caption**  
 PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION AUTHORIZING AMARILLO CITY TRANSIT (ACT) TO SUBMIT FY20 5339 BUS AND BUS FACILITY GRANT APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)  
 (Contact: Marita Wellage-Reiley, Transit Director)  
 This item conducts a public hearing and is consideration of a resolution that would authorize the City Manager to submit grant applications to the FTA in the amount of \$341,379 and to TXDOT for Transportation Development Credits (TDCs) in the amount of \$51,207 to purchase vehicles for Spec Trans service.

**Agenda Item Summary**  
 ACT requests authorization to apply to the FTA for FY2020 5339 Bus and Bus Facility formula grant program. The grant programs require that a public hearing be held to solicit comments from the public. Grant funding will be used to purchase vehicles to replace 2008 model buses which have exceeded their useful life.

- Requested Action**
- Conduct a public hearing to solicit comments from the public on the ACT application to the Federal Transit Administration and the Texas Department of Transportation.
  - Authorize ACT to submit grant applications to the FTA in the amount of \$341,379 and TXDOT for \$51,207 in TDCs for the purchase of paratransit vehicles.

**Funding Summary**  
 The application to TXDOT for Transit Development Credits (TDCs) will provide the local matching funds. No local funding is required from the City of Amarillo.

**Community Engagement Summary**  
 ACT published notice of the public hearing and made available information for review on-line at amarillo.gov and at the Transit Operations Facility located at 801 S.E. 23<sup>rd</sup> Ave. located on the ACT Route 33.

**Staff Recommendation**  
 Staff recommends conduct of a public hearing and approval of the resolution, authorizing ACT to submit grant applications to the FTA and TXDOT for the purchase of vehicles.

RESOLUTION NO. 09-17-19-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS: CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR FISCAL YEAR 2019 SMALL URBAN BUS AND BUS FACILITIES 5339 PROGRAM GRANT; DESIGNATING AN AUTHORIZED AGENT; PROVIDING SEVERABILITY CLAUSE; REPEALER CLAUSE; AN EFFECTIVE DATE

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

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

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

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

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

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

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

SECTION 2. That the City Manager is authorized to execute and file an application for FY 2019 in the amount of THREE HUNDRED, FORTY ONE THOUSAND, THREE HUNDRED AND SEVENTY NINE DOLLARS (\$341,379.00) with the U.S. Department of Transportation to aid in the financing of Bus and Bus Facilities capital projects and an application with the Texas Department of Transportation for Transportation Development Credits for the local share of FIFTY ONE THOUSAND, TWO HUNDRED, SEVEN DOLLARS (\$51,207.00) on behalf of the City of Amarillo, Texas.

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 17th day of September 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

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Frances Hibbs, City Secretary

APPROVED AS TO FORM:

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Bryan S. McWilliams, City Attorney