

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JANUARY 24, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Update on 311 and Open Technology; and
 - (3) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
- (1) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
 - (a) Discussion Judge Sonja Letson's performance evaluation and compensation.
 - (b) Consider appointments to Boards and Commissions:
Amarillo Economic Development Corporation
Amarillo Hospital District Board of Managers
Amarillo MPO Policy Committee
Amarillo-Potter Events Venue District
Animal Management & Welfare
Board of Review – Landmarks & Historic District
Community Development Advisory Committee
Construction Advisory and Appeals Board
Library Advisory Board
Quail Creek Public Improvement District Advisory Board
21st Century Senior Services Development Advisory Board
 - (2) Section 551.071 – Consult with Attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter.
 - (a) Negotiation of Lease and Management Agreement with Affiliated Baseball team – MPEV.

REGULAR MEETING ITEMS

INVOCATION: Greg Dowell, Amarillo Central Church of Christ

RECOGNITION: Amarillo Police Department Officers

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on January 17, 2017.
2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7645:**
READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF AMARILLO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017.
This is the first and final reading of an ordinance discussing and considering the issuance of the City of Amarillo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017 and resolving other matters incident and related thereto.

3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7649:**
READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF AMARILLO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017.

This is the first and final reading of an ordinance authorizing the issuance of City of Amarillo, Texas, General Obligation Refunding Bonds, Series 2017, and other matters incident and related thereto.

4. **ORDINANCE NO. 7646:**

This is the second and final reading of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map, specifically for eight parcels located north of West Farmers Avenue and east of South Western Street, and falling within a study area of approximately 800' along South Western Street from IH-27 (Canyon Drive) to the southernmost city limit (West Sundown Lane); providing a severability clause; and providing an effective date. (Vicinity: South Western Street from IH-27 (Canyon Drive) to West Sundown Lane.)

5. **ORDINANCE NO. 7647:**

This is the second and final reading of an ordinance rezoning of a 6.53 acre portion of land out of Lot 8, South Side Acres Unit No. 1, in Section 230, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to General Retail District (GR). (Vicinity: Western Street and Catalpa Lane.)

6. **ORDINANCE NO. 7648:**

This is the second and final reading of an ordinance rezoning a 19.12 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. (Vicinity: South Soncy Road (Loop 335) and Anton Kuster Avenue.)

7. **RESOLUTION – PUBLIC HEARING:**

This resolution conducts a public hearing on and considers ordering the removal of a substandard structure located at 1112 Southeast 12th Avenue.

8. **RESOLUTION – PUBLIC HEARING:**

This resolution conducts a public hearing on and considers ordering the removal of a substandard structure located at 2118 Pioneer Lane.

9. **CONSENT AGENDA:**

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

A. **Award – Demolition and Debris Removal of City Owned Buildings:**

This item awards the demolition and debris removal of City owned building Located at 702 and 708 South Lincoln to WSCA, Inc. for \$58,639.00.

B. **Award – Construction Services:**

L.A. Fuller & Sons Construction – \$1,908,878.00

This item awards an agreement for construction services for the construction of water wells, pipelines, well access road, culvert/bridge and appurtenances in Potter and Carson Counties well fields.

C. **Award – Amarillo Police and Airport Police Uniforms Supply Agreement:**

Nardis -- \$93,209.90

This award is to approve a contract for the purchase of Amarillo Police and Airport Police Uniforms Supply Agreement.

D. **Approval – Stop Loss Insurance Policy Renewal:**

QBE Insurance Corporation through Maxor Administrative Services – \$309,319.46

This is the annual renewal for the stop loss policy, through QBE A&H. This policy provides protection in the event the health plan has a large claimant with \$750,000 or more in medical claims.

- E. Acceptance – ICDU/SUR (Epidemiology) Grant:
Grant Amount : \$165,000.00
FY18 - \$82,500.00
FY19 - \$82,500.00
Grantor: Texas Department of State Health Services

This item accepts the two-year award from the Texas Department of State Health Services from September 1, 2017 thru August 31, 2019 to continue funding supporting one (1) full time Epidemiologist. The Epidemiologist supports all aspects of public health by providing disease surveillance, investigation, and reporting along with data analysis.

PUBLIC FORUM

Comments from interested citizens on matters not on the Agenda pertaining to City policies, programs or services. *(This is the opportunity for visitors and guests to address the City Council on any issue. The City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. Texas Attorney General Opinion JC-0169)*

MISCELLANEOUS

1. Boards and Commissions – appointments as listed on attached.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 20th day of January 2017.

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



STATE OF TEXAS
 COUNTIES OF POTTER
 AND RANDALL
 CITY OF AMARILLO

On the 17th day of January 2017, the Amarillo City Council met at 3:30 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE	MAYOR
ELISHA DEMERSON	COUNCILMEMBER NO. 1
LISA BLAKE	COUNCILMEMBER NO. 2
RANDY BURKETT	COUNCILMEMBER NO. 3
MARK NAIR	COUNCILMEMBER NO. 4

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

BOB COWELL	INTERIM CITY MANAGER
MICK MCKAMIE	CITY ATTORNEY
BLAIR SNOW	MANAGEMENT ANALYST
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Councilmember Elisha Demerson. Mayor Harpole led the audience in the Pledge of Allegiance.

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

ITEM 1: Mayor Harpole presented the minutes for January 10, 2017. Motion was made by Councilmember Blake to approve the minutes, seconded by Councilmember Burkett, and unanimously carried to approve the minutes.

ITEM 2: Mr. McKamie, City Attorney, stated he and Ron Holifield with Strategic Government Resources, engaged with the City Manager candidate to discuss terms Council had requested. Those terms have been concluded as directed by Council. The candidate did sign off on the major terms, and this item is for final action. Motion was made by Councilmember Burkett to appoint the City Manager, Jared Miller, seconded by Councilmember Nair.

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

ITEM 3: Councilmember Demerson stated he was personally disappointed that information was shared prematurely, but Council has done a remarkable job in choosing the best man for the position and for the residents of this community. Motion was made by Councilmember Demerson to approve the employment agreement for Jared Miller, City Manager, seconded by Councilmember Burkett.

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

ITEM 4: Mayor Harpole presented the first and final reading of an ordinance discussing and considering the issuance of the City of Amarillo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017 and resolving other matters incident and related thereto. Mayor Harpole announced this item would now be considered at the January 24, 2017 Council meeting. Councilmember Nair stated this item was in regard to issuing the Certificates of Obligation, what the City is trying to accomplish and the debt that they would issue. Councilmember Demerson stated the costs came in 30% below the estimated costs. Motion was made by Councilmember Nair to table this item until next week, seconded by Councilmember Blake.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair;

voting NO were none; the motion carried by a 5:0 vote of the Council.

ORDINANCE NO. 7645

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE CITY'S WATERWORKS AND SEWER SYSTEM; SPECIFYING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES OF OBLIGATION; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

ITEM 5: Mayor Harpole presented the first reading of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map, specifically for eight parcels located north of West Farmers Avenue and east of South Western Street, and falling within a study area of approximately 800' along South Western Street from IH-27 (Canyon Drive) to the southernmost city limit (West Sundown Lane), providing a severability clause; and providing an effective date. (Vicinity: South Western Street from IH-27 (Canyon Drive) to West Sundown Lane.) AJ Fawver presented this item. Ms. Fawver stated these changes attempt to plan for the future more reactively. The City departments are working together in the same direction and utilizing the plan in place. Councilmember Burkett stated he preferred this approach. Motion was made by Councilmember Burkett, seconded by Councilmember Nair, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7646

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY AMENDING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR PARCELS WITHIN APPROXIMATELY 800' ALONG SOUTH WESTERN STREET FROM IH-27 (CANYON DR) TO THE SOUTHERNMOST CITY LIMIT (WEST SUNDOWN LN); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 6: Mayor Harpole presented the first reading of an ordinance rezoning of a 6.53 acre portion of land out of Lot 8, South Side Acres Unit No. 1, in Section 230, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to General Retail District (GR). (Vicinity: Western Street and Catalpa Lane.) AJ Fawver presented this item. Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7647

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 SOUTH WESTERN STREET AND CATALPA LANE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 7: Mayor Harpole presented the first reading of an ordinance rezoning a 19.12 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. (Vicinity: South Soncy Road (Loop 335) and Anton Kuster Avenue.) AJ Fawver presented this item. James Schenck, 6216 Gainsborough Street, inquired as to the proximity of the city limits. Motion was made by Councilmember Burkett, seconded by Councilmember Blake, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7648

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 SOUTH SONCY ROAD (LOOP 335) AND ANTON KUSTER AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 8: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Blake to approve the consent agenda, seconded by Councilmember Burkett.

A. Purchase – Cars and Light Trucks:

Award to low bidders meeting specifications as follows:

Gene Messer Ford of Amarillo – Lines 2,5,8,9,12,15 \$285,087.00

Caldwell Country Ford dba Rockdale Country Ford –

Lines 1,3,4,10,11,14 \$482,164.00

Caldwell Country Chevrolet – Lines 6,7,13,16 \$605,716.00

Total Award: \$1,372,967.00

This item is the scheduled replacement of fleet vehicles that have reached or exceeded usable lifecycle approved in the 2016-2017 budgets.

B. Award – Electrical Supplies Annual Contract:

Awarded on Buyboard Purchasing Cooperative Contract to Dealers Electrical Supply not to exceed amount of \$423,000

This award is to approve a contract for the purchase of electrical supplies.

C. Award of Paper Goods Supply Agreement:

Mayfield Paper Co. \$164.00

Miller Paper Co. \$119,234.00

Empire Paper Co. \$453.60

Wagner Supply Co. \$2,704.00

Pyramid School Products \$552.00

Total Amount Awarded: \$123,107.60

This award is to approve an annual contract for the purchase of paper goods for the City of Amarillo.

D. Approval – Playground Replacement and Swings at Mesa Verde School Park:

Playwell Group -- \$188,716.09

This item authorizes the contract award to the Playwell Group to provide and construct the new playground and swings replacement at Mesa Verde School Park.

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

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open

Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda.

William Sumerford, 6103 Blue Sage Circle, asked the Council to consider three items on the May 6, 2017 ballot: 1) change the designation of AEDC to a Type B Corporation; 2) include a pay increase for the Mayor and Council which would require a change to the City Charter. Such pay should be in an amount much like Potter/Randall County(ies) Commissioners with the Mayor receiving 20% more; and, 3) to change the referendum requirements back to what they were. He further stated they are virtually impossible for citizens to have local involvement. James Schenck, 6216 Gainsborough Street, concurred with Mr. Sumerford, and stated the need to work quickly to get these items on the ballot. He stated the pay increase would allow for more qualified candidates. Mr. Schenck further inquired when the new City Manager would begin. Mayor Harpole stated approximately February 20, 2017, or it could be sooner. Mr. Schenck inquired as to when the CIP would continue. Mr. Cowell stated on the 31st. Jesse Pfrimmer, 5723 Milam Street, stated he has heard complaints on the striping of the city streets. Mayor Harpole stated the requirements were set by the federal government. Cheryl Austin, 166 Cliffside, questioned the amount of money spent on advisory companies and the amount spent to obtain the city manager. Ms. Austin also stated Wedgeworth v. City of Amarillo had no immunity. Councilmember Burkett stated the amount paid to the recruiter included salaries. Mildred Thornton, 2005 Northwest 14 Avenue, inquired as to the illegal tire dumping issue. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 24, 2017	Council Priority	
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Department	City Manager
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Agenda Caption

ORDINANCE NO. _____ :
READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF AMARILLO, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017.

Agenda Item Summary

Discussion and consideration of an ordinance relating to the issuance of the City of Amarillo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017 and resolving other matters incident and related thereto.

Requested Action

Council consideration and approval of the bond issue.

Funding Summary

N/A

Community Engagement Summary

The public safety two-way radio communications system project and funding source was reviewed during the 2015/2016 City Council budget process. At the October 25, 2016 Council meeting the City Manager's Department presented to Council the Capital Improvement Program including a review of the public safety radio system with the proposed funding source. On December 6, 2016 the City Council approved a resolution authorizing the City of Amarillo publication of a notice on intention to issue Certificates of Obligation.

Staff Recommendation

Staff recommendation is to approve the ordinance authorizing the issuance of City of Amarillo, Texas Combination Tax and Revenue Certificates of Obligation, Series 2017.

ORDINANCE NO. 7645

AN ORDINANCE authorizing the issuance of "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the City's waterworks and sewer system; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$8,750,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring a two-way radio communications system for the public safety department of the City and (ii) professional services rendered in connection therewith, has been duly published in the *Amarillo Globe News*, a newspaper of general circulation in the City of Amarillo, Texas on December 15, 2016, and December 22, 2016, the date the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, the City Council met on January 17, 2017, and announced at the meeting that the consideration of the ordinance authorizing the certificates of obligation described in the aforesaid notice would be delayed to the January 24, 2017 meeting of the City Council; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary on or prior to the date of the passage of this Ordinance; and

WHEREAS, the City Council hereby finds and determines that \$_____ in principal amount of the certificates of obligation described in such notice should be authorized at this time; now, therefore,

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

Section 1. Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____, to be designated and bear the title "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) acquiring a two-way radio communications system for the public safety department of the City and (ii) professional services rendered in connection therewith, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Section 2. Fully Registered Obligations - Certificate Date - Authorized Denominations - Stated Maturities - Interest Rates. The Certificates are issuable in fully registered form only, shall be dated January 15, 2017 (the "Certificate Date"), and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$_____	____%
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		

The Certificates shall bear interest on the unpaid principal amount thereof from the initial date of delivery of the Certificates at the per annum rates shown above (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2018.

Section 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar. Such payments shall be payable, without exchange or collection charges, to the Holder in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of Amegy Bank, a division of ZB, National Association, Plano, Texas, or its assigns to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. The City agrees and covenants to cause to be kept and maintained at the Designated Payment/Transfer Office (defined below) of the Paying Agent/Registrar, books and records relating to the registration, payment, and transfer of the Certificates (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying

Agent/Registrar Agreement”, substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged; and, any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity duly qualified and legally authorized to act as and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice of the change to be sent to each registered owner of the Certificates by United States mail, first-class postage prepaid; and such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or on a date of earlier redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the “Designated Payment/Transfer Office”). The Paying Agent/Registrar shall pay interest on the Certificates only to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall pay either by: (1) check sent by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder’s risk and expense. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4. Redemption.

(a) **Optional Redemption.** The Certificates having Stated Maturities on and after February 15, 2028 shall be subject to redemption prior to maturity, at the option of the City on February 15, 2027, or any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar) at the redemption price of par, together with interest accrued to the redemption date.

Not less than forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of: (1) the decision to redeem Certificates, (2) the principal amount of each Stated Maturity to be redeemed, and (3) the date of redemption.

(b) **Mandatory Redemption.** The Certificates having a Stated Maturity of February 15, 20__ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20__	
February 15, 20__	
February 15, 20__ (maturity)	

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following February 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificate not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subsection (a) of this Section and not theretofore credited against a mandatory redemption requirement.

(c) **Selection of Certificates for Redemption.** If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding, which is obtained by dividing the principal amount of such Certificates by \$5,000, and shall select by lot the Certificates to be redeemed within such Stated Maturity.

(d) **Notice of Redemption.** Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall: (1) specify the date of redemption for the Certificates, (2) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (3) state the redemption price, (4) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after

the redemption date, and (5) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the specified redemption date; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) **Conditional Notice of Redemption.** With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 5. Registration - Transfer - Exchange of Certificates - Predecessor Certificates. A Security Register relating to the registration, payment, and transfer or exchange of the Certificates shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon the surrender for transfer of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Certificates surrendered for exchange upon the surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer under this Section are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any Certificate registered and delivered pursuant to Section 23 hereof in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

Section 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7. Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signatures of said officers and the seal of the City on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially as set forth in the form of the Initial Certificate(s) provided in Section 9B, manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially as set forth in the form of the definitive Certificates provided in Section 9C, manually executed by an authorized officer, employee, or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered, and delivered.

Section 8. Initial Certificate(s). The Certificates herein authorized shall be initially issued either as (i) a single fully registered certificate in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 and numbered T-1 or, alternatively, (ii) as one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration of the Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or be determined by the officers executing such Certificates as evidenced by their execution thereof.

Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference to such a portion on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, engraved or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution thereof, but the Initial Certificate(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide (i) for issuance of one fully registered Certificate for the Stated Maturity in the aggregate principal amount of such Stated Maturity and (ii) for registration of such Certificate in the name of a securities depository, or the nominee thereof. While any Certificate is registered in the name of a securities depository or its nominee, references herein and in the Certificates to the holder or owner of such Certificate shall mean the securities depository or its nominee and shall not mean any other person.

B. Form of Single Initial Certificate.

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2017

Certificate Date: January 15, 2017

Registered Owner:

Principal Amount: ____ MILLION ____ THOUSAND DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated, on February 15 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the initial date of delivery of the Certificates at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year until maturity or prior redemption, commencing February 15, 2018. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by Amegy Bank, a division of ZB, National Association, Plano, Texas (the "Paying

Agent/Registrar”), upon its presentation and surrender at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor paying agent/registrars, at the designated office of such successor (the “Designated Payment/Transfer Office”). Interest shall be payable to the registered owner of this Certificate whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date”, which is the last business day of the month next preceding the interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by and at the risk and expense of the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for (i) acquiring a two-way radio communications system for the public safety department of the City and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the “Ordinance”).

The Certificates maturing on February 15, 20__ (the “Term Certificates”) are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20__	
February 15, 20__	
February 15, 20__ (maturity)	

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Certificates maturing on and after February 15, 2028 may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2027, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues of the City's waterworks and sewer system (the "System"), as provided in the Ordinance. In the Ordinance, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the principal offices of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificate; the properties constituting

the System; the Net Revenues pledged to the payment of the principal of and interest on this Certificate; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the principal offices of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to the payment of the interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of and lien on the Net Revenues of the System as stated above. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF AMARILLO, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

C. Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate(s) Only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
 §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
 §
THE STATE OF TEXAS §

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(Seal)

D. Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within - mentioned Ordinance; the certificate or certificates of the above entitled and designated series

originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The office of the Paying Agent/Registrar in Salt Lake City, Utah, is the Designated Payment/Transfer Office for this Certificate.

AMEGY BANK, A DIVISION OF ZB, NATIONAL ASSOCIATION, Plano, Texas, as Paying Agent/Registrar

Registered this date:

By:

Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

F. Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2017

Certificate Date:
January 15, 2017

Interest Rate:
_____ %

Stated Maturity:
February 15, 20__

CUSIP NO.

Registered Owner:

Principal Amount:

DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount stated above from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the initial date of delivery of the Certificates) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year until maturity or prior redemption, commencing February 15, 2018. Principal of this Certificate shall be payable at its Stated Maturity or on a redemption date to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Certificate (or of one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding the interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the registered owner, recorded in the Security Register or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) acquiring a two-way radio communications system for the public safety department of the City and (ii) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the governing body of the City (hereinafter referred to as the "Ordinance").

The Certificates maturing on February 15, 20___ (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established

and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
February 15, 20__	
February 15, 20__	
February 15, 20__ (maturity)	

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.

The Certificates maturing on and after February 15, 2028, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 15, 2027, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first-class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues of the City's waterworks and sewer system (the "System"), as provided in the Ordinance. In the Ordinance, the City reserves and retains the right to issue Additional Certificates equally and ratably secured with the Certificates by a parity lien on and pledge of the Net Revenues.

Reference is hereby made to the Ordinance, a copy of which is on file at the principal offices of the Paying Agent/Registrar, and to all of the provisions of which the registered owner by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature, extent, and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding; and, for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the principal offices of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to the payment of the interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to the payment of the principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past

due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a limited pledge of and lien on the Net Revenues of the System as stated above. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF AMARILLO, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

Section 10. Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Pledged Revenues therefor, the following definitions are provided:

(a) The term "Additional Certificates" shall mean combination tax and revenue certificates of obligation hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, or any similar law hereafter enacted, and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues as provided in Section 13 hereof.

(b) The term "Certificates" shall mean the \$_____ "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2017" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special account created and established under the provisions of Section 11 of this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term "Fiscal Year" shall mean the annual financial accounting period used with respect to the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes and to be consistent with the ordinances authorizing the additional obligations of the City.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Maintenance and Operation Expenses" shall mean all reasonable and necessary expenses directly related and attributable to the operation and maintenance of the System, including all salaries, labor, materials, repairs, extensions and other expenses reasonably and properly charged necessary to render efficient service to the City and its inhabitants. Depreciation and expenditures classed under generally accepted accounting principles as capital expenditures shall not be considered as "Maintenance and Operation Expenses" for purposes of determining "Net Revenues".

(h) The term "Net Revenues" shall mean, with respect to any period, all income, revenues, and receipts received from the operation and ownership of the System less Maintenance and Operation expenses of the System during such period.

(i) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 25 hereof by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and for which (i) replacement Certificates have been registered and delivered in lieu thereof or (ii) have been paid, all as provided in Section 23 hereof.

(j) The term "System" shall mean the City's waterworks and sewer system, including all present and future additions, extensions, replacements, and improvements thereto.

Section 11. Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special fund or account to be designated "SPECIAL 2017 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND"(the "Certificate Fund"), which fund or account shall be maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds, and moneys deposited in said fund or account shall be used for no other purpose. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary, any one or more of said officials of the City, are hereby authorized and directed to make withdrawals from said fund or account sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund (on or prior to a principal and/or interest payment date) an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from said Account will be available at the proper time or times. All interest and income derived from deposits and investments in the Certificate Fund shall be credited to, and any losses debited to, such account. All investments in the Certificate Fund shall be sold promptly when necessary to prevent any default in connection with the Certificates.

Section 12. Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while said Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

Section 13. Pledge of Net Revenues. The City hereby covenants and agrees that the Net Revenues of the System (within the limitation of a total amount of \$1,000) are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of such Net Revenues herein made for the payment of the Certificates shall constitute a lien on such Net Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City. The lien on and pledge of the Net Revenues shall continue until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates and the pledge of the revenues granted by the City under this Section of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are Outstanding and unpaid such that the pledge of the revenues granted by the City under this Section of this Ordinance is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Holders of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 14. System Fund. The City hereby covenants and agrees that all revenues derived from the operation and ownership of the System shall be kept separate and apart from all other funds, accounts, and moneys of the City, and shall be deposited as collected into the

"City of Amarillo, Texas, Waterworks and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper Maintenance and Operation Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues of the System.

Second: To the payment of all amounts required to be deposited in any special funds created and established for the payment, security, and benefit of any obligations of the City having a prior lien on and pledge of the Net Revenues in accordance with the terms and provisions of any ordinance authorizing the issuance of any such obligations.

Third: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the Certificates and Additional Certificates, provided however, at such time as the City shall pay the Net Revenues pledged to the payment of the Certificates, such pledge being limited to \$1,000, such pledge shall cease.

Fourth: To the payment of the amounts required to be deposited in the special funds and accounts created and established for the payment of the (1) "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009" dated March 1, 2009, (2) "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009B" dated November 1, 2009 and (3) "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009C" dated November 1, 2009.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

Section 15. Deposits to Certificate Fund. Subject to the provisions of Section 14 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues in the System Fund, the amount of Net Revenues pledged to the payment of the Certificates.

Deposits of the Net Revenues to be made to the Certificate Fund, as hereinabove provided, shall be made to such Fund. Ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates may be taken into consideration and utilized to reduce the amount of the deposits otherwise required to be deposited in the Certificate Fund from the Net Revenues of the System. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues.

Section 16. Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, any Holder shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

Section 18. Special Covenants. The City hereby covenants as follows:

(i) That it has the lawful power to pledge the Net Revenues supporting this issue of Certificates and has lawfully exercised said powers under the Constitution and laws of the State of Texas, including said power existing under Sections 271.041 271.063 Texas Local Government Code and Chapter 1502, Texas Government Code, as amended.

(ii) That other than for the payment of the Certificates, those obligations having a prior lien on the Net Revenues, the "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009" dated March 1, 2009, the "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009B" dated November 1, 2009, and the "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2009C" dated November 1, 2009, the Net Revenues are not in any manner pledged to the payment of any debt or obligation of the City or of the System.

(iii) That, as long as the Certificates or any interest thereon remain Outstanding and the pledge of the Net Revenues has not been fully satisfied, the City will not sell, lease, or encumber the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(iv) The City recognizes that the purchasers and owners of the Certificates will have accepted them on, and paid a price which reflects, the understanding that interest thereon is excludable from federal income taxation under laws in force at the time the Certificates shall have been delivered. In this connection the City covenants to take no action or fail to take any action, which action or failure to act may render the interest on any of such Certificates subject to federal income taxation, particularly pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), nor shall the City take any action or fail to take any action, which action or failure to act, would have the effect of causing the income derived by the City from the System to become subject to federal income taxation in the hands of the City, whether or not provision shall have been made for the payment of such Certificates.

Section 19. Issuance of Additional Certificates. The City hereby expressly reserves the right to hereafter issue Additional Certificates payable from and secured by a lien on and pledge of the Net Revenues of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Certificates.

It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in any ordinance authorizing the issuance of any other obligations of the City payable in whole or in part from the Net Revenues of the System, and to the extent of any irreconcilable conflict between the provisions contained herein and in any ordinance authorizing any other obligations of the City payable in whole or in part from the Net Revenues of the System, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of any such obligations.

Section 20. Sale of Certificates – Official Statement. Pursuant to a public sale for the Certificates, the bid submitted by _____ (herein referred to as the “Purchasers”) is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Certificates to the Purchasers at the price of par plus premium in the amount of \$_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Certificates to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of sale (together with such changes approved by the Mayor, Assistant City Manager, Director of Finance or the City Manager, any one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated January 24, 2017, in the offering, sale and delivery of the Certificates to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchaser, and such Official Statement in the final form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

Section 21. Notices to Owners - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such

waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 22. Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it; and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

Section 23. Mutilated, Destroyed, Lost, and Stolen Certificates. If (a) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (b) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

Section 24. Covenants to Maintain Tax-Exempt Status of Interest on the Certificates.

(a) **Definitions.** When used in this Section, the following terms shall have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have

resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, Assistant City Manager and Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 25. Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (a) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (b) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, upon the City's request, the Paying Agent/Registrar shall remit to the city along with a written receipt, any moneys deposited and held in trust by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates which remain unclaimed for a period of three (3) years after being so deposited and held on the Stated Maturity or applicable redemption date on the Certificates. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Section 26. Proceeds of Sale. The proceeds of sale of the Certificates, excluding the amounts to pay costs of issuance and additional proceeds in the amount of \$_____, shall be deposited in a construction fund maintained at a City depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Additional proceeds in the amount of \$_____ and all other surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

Section 27. Ordinance a Contract - Amendments. The provisions of this Ordinance shall constitute a contract with the Holders; and, the City shall not amend or repeal any of the provisions of this Ordinance so long as any Certificate remains Outstanding except as permitted in this Section and Section 28 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, with the written consent of the registered owner or owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, the City may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all registered owners of Outstanding Certificates, no such amendment, addition or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates; (2) give any preference to any Certificate over any other Certificate; or, (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition or rescission.

Section 28. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2017, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 11 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2017 and if not provided as part of such financial information and operating data, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B of the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state

law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal

agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 29. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchaser.

Section 30. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, City Manager, Assistant City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 31. Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, Bond Counsel to the City, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Certificates. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Certificates or an executed counterpart thereof shall accompany the global Certificates deposited with DTC.

Section 32. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

Section 33. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance. This Ordinance in its entirety is intended to be and is for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

Section 34. Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 35. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 36. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 37. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 38. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 39. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 40. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 41. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

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PASSED AND APPROVED, this January 24, 2017.

Mayor
City of Amarillo, Texas

ATTEST:

City Secretary
City of Amarillo, Texas

(City Seal)

APPROVED AS TO FORM:

William M. McKamie, City Attorney

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 24, 2017	Council Priority	
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Department	City Manager
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Agenda Caption

ORDINANCE NO. _____ :
FIRST AND FINAL READING OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF AMARILLO, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017.

Agenda Item Summary

Discussion and consideration of all matters incident and related to the issuance and sale of “City of Amarillo, Texas, General Obligation Refunding Bonds, Series 2017”, including the adoption of an ordinance authorizing the issuance of such bonds and providing for the redemption of the obligations being refunded.

Requested Action

Council consideration and approval of the bond issue.

Funding Summary

N/A

Community Engagement Summary

The public safety two-way radio communications system project and funding source was reviewed during the 2015/2016 City Council budget process. At the October 25, 2016 Council meeting the City Manager’s Department presented to Council the Capital Improvement Program including a review of the public safety radio system with the proposed funding source. On December 6, 2016 the City Council approved a resolution authorizing the City of Amarillo publication of a notice on intention to issue Certificates of Obligation and reviewed in the presentation that the 2007 Certificates of Obligation refunding would be done in conjunction with the new issuance.

Staff Recommendation

Staff recommendation is to approve the ordinance authorizing the issuance of City of Amarillo, Texas General Obligation Refunding Bonds, Series 2017.

ORDINANCE NO. 7649

AN ORDINANCE authorizing the issuance of "CITY OF AMARILLO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017"; specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; providing for the redemption of certain outstanding obligations of the City; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, an Escrow Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

WHEREAS, the City Council (the "Council") of the City of Amarillo, Texas (the "City") has heretofore issued, sold, and delivered, and there is currently outstanding obligations of the following issue or series: "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2007," dated August 15, 2007, scheduled to mature on May 15 in each of the years 2018 through 2024, inclusive, and 2027 and aggregating in the principal amount of \$16,050,000 (hereinafter referred to as the "Refunded Obligations"); and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Council is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Council hereby finds and determines that the Refunded Obligations should be refunded at this time, and such refunding will result in the City saving approximately \$_____ in debt service payments on such indebtedness and further provide a net present value savings of approximately \$_____; now, therefore,

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

Section 1: Authorization - Designation - Principal Amount - Purpose. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "CITY OF AMARILLO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017" (hereinafter referred to as the "Bonds"), for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City (identified in the preamble hereof and referred to as the "Refunded Obligations") and to pay costs of issuance, in accordance with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended.

Section 2: Fully Registered Obligations - Bond Date - Authorized Denominations-Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated January 15, 2017 (the "Bond Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on May 15 in each of the years and in the principal amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2017	\$ _____	_____ %
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		

The Bonds shall bear interest on the unpaid principal amounts from the date of initial delivery of the Bonds at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on May 15 and November 15 in each year, commencing May 15, 2017, until maturity.

Section 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Amegy Bank, a division of ZB, National Association, Plano, Texas to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by first class United States mail, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds, shall be payable at the Stated Maturities thereof only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by

check sent by first class United States mail, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by first class United States mail, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4: No Redemption. The Bonds are not subject to redemption prior to maturity.

Section 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond(s) referenced in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond(s) referenced in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are

surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by first class United States mail, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Section 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations, by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the

City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 8: Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered bond in the aggregate principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered bonds, being one bond for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bond(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9: Forms.

(a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bond.

REGISTERED
NO. ____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2017

Bond Date: January 15, 2017 Interest Rate: _____% Stated Maturity: May 15, 20__ CUSIP No.: _____

Registered Owner:

Principal Amount:

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof (the "Registered Owner"), on the Stated Maturity date specified above the Principal Amount hereinabove stated (without right of prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of initial delivery of the Bonds) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on May 15 and November 15 in each year, commencing May 15, 2017, until maturity. Principal of this Bond shall be payable at its Stated Maturity to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by first class United States mail, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or

collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of the Refunded Obligations (identified and defined in the Ordinance hereinafter referenced), and to pay costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds are not subject to redemption prior to maturity.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by first class United States mail, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the

issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF AMARILLO, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
THE STATE OF TEXAS)

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Salt Lake City, Utah is the "Designated Payment/Transfer Office" for this Bond.

AMEGY BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION, Plano, Texas,
as Paying Agent/Registrar

Registration date:

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

Heading and first paragraph shall read as follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2017

Bond Date: January 15, 2017

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof (the "Registered Owner"), the Principal Amount hereinabove stated on May 15 in each of the years and in the principal installments in accordance with the following schedule:

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS</u>	<u>INTEREST</u> <u>RATES</u>
-----------------------------------	---	---------------------------------

(Information to be inserted from schedule in Section 2 hereof)

(without right of prior redemption) and to pay interest on the unpaid Principal Amount hereof from the date of initial delivery of the Bonds at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on May 15 and November 15 in each year, commencing May 15, 2017, until maturity. Principal installments of this Bond are payable on the Stated Maturity dates to the registered owner hereof by Amegy Bank, a division of ZB, National Association, Plano, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent by first class United States mail, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner

hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 10: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the City at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a "Special 2017 Bond Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, City Secretary and Director of Finance of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

The City has sufficient current funds available and such funds are hereby appropriated to make the payments to become due on the Bonds on May 15, 2017 and November 15, 2017, and the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such amount of current funds which will be sufficient to pay the amounts to become due on the Bonds on May 15, 2017 and November 15, 2017.

Section 11: Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all

other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

Section 12: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", as used herein, shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its

equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

Section 13: Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 28 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

Section 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations),

other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of its general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations being refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations being refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding of the Refunded Obligations. The Bonds are a current refunding of the Refunded Obligations in that the Refunded Obligations are to be paid and redeemed in full within 90 days of the delivery date of the Bonds.

Section 15: Sale of Bonds –Official Statement Approval. Pursuant to a public sale for the Bonds, the bid submitted by _____ (herein referred to as the “Purchasers”) is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to the Purchasers at the price of par plus premium in the amount of \$_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Bond shall be registered in the name as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Secretary, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement, dated January 24, 2017, in the reoffering, sale and delivery of the Bonds to the public. The Mayor or Mayor Pro Tem and City Secretary are further authorized and directed to cause to be delivered for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such final Official Statement shall be deemed to be approved by the Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

Section 16: Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Section 17: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent (as defined in Section 18 hereof) for application and disbursement in accordance with the provisions of the Escrow Agreement (as defined in Section 18 hereof). The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Bonds shall be disbursed for payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds.

Additionally, on or immediately prior to the date of the delivery of the Bonds, the Assistant City Manager, Director of Finance or other appropriate City official shall cause to be transferred in immediately available funds to the Escrow Agent from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Obligations the sum of \$_____ to accomplish the refunding.

Section 18: Escrow Agreement Approval and Execution; Redemption of Refunded Obligations.

The Escrow Agreement (the “Escrow Agreement”) by and between the City and Amegy Bank, a division of ZB, National Association (the “Escrow Agent”), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, is hereby approved as to form and content, and such Escrow Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to

accomplish the refunding or benefit the City, is hereby authorized to be executed by the Mayor and City Secretary for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by said officials shall be deemed approved by the City Council and constitute the Escrow Agreement herein approved.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements on the day of delivery of the Bonds to the Underwriters for the purchase of any federal securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent and for deposit of certain proceeds of sale of the Bonds and any federal securities to the credit of the "SPECIAL 2017 CITY OF AMARILLO, TEXAS, GENERAL OBLIGATION REFUNDING BOND ESCROW FUND" (the "Escrow Fund"), including the execution of subscription forms for the purchase and issuance of any "United States Treasury Securities State and Local Government Series"; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Ordinance and the Escrow Agreement.

The Refunded Obligations shall be redeemed and the same are hereby called for redemption on May 15, 2017, at the price of par and accrued interest to the date of redemption. The City Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of notice of redemption to be sent to holders of the Refunded Obligations, with Wells Fargo Bank, National Association (the current paying agent/registrar for the Refunded Obligations), in accordance with the redemption provisions applicable to such obligations; such suggested form of notice of redemption being attached hereto as **Exhibit C** and incorporated herein by reference as a part of this Ordinance for all purposes.

The redemption of the Refunded Obligations described above being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the City Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the City's decision to redeem such Refunded Obligations on the date and in the manner herein provided and in accordance with the ordinance authorizing the issuance of such Refunded Obligations and this Ordinance.

Section 19: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by first class United States mail, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 20: Cancellation. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and,

if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

Section 21: Legal Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final legal opinion of Norton Rose Fulbright US LLP, Bond Counsel to the City, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the definitive Bonds or an executed counterpart thereof shall accompany the global Bonds deposited with DTC.

Section 22: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

Section 23: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 24: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 25: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 26: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 27: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 28: Continuing Disclosure Undertaking.

(a) **Definitions.** As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2017, financial information and operating data with respect to the City of the general type included in Tables 1 through 11 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2017, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 29: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 30: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Bonds. In addition, prior to the delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 31: Incorporation of Findings and Determinations. The findings and determinations of this Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time,

place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 33: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, January 24, 2017.

Mayor
City of Amarillo, Texas

ATTEST:

City Secretary
City of Amarillo, Texas

(City Seal)

APPROVED AS TO FORM:

William M. McKamie, City Attorney

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
ESCROW AGREEMENT

EXHIBIT C

NOTICE OF REDEMPTION

**CITY OF AMARILLO, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2007
Dated August 15, 2007**

NOTICE IS HEREBY GIVEN that the certificates of obligation of the above series maturing on and after May 15, 2018, and aggregating in the principal amount of \$16,050,000, have been called for redemption on May 15, 2017 at the redemption price of par and accrued interest to the date of redemption, such certificates being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount (\$)</u>	<u>CUSIP Number</u>
2018	1,265,000	
2019	1,325,000	
2020	1,395,000	
2021	1,470,000	
2022	1,545,000	
2023	1,630,000	
2024	1,715,000	
*****	*****	
2027*	5,705,000	

* term certificate

ALL SUCH CERTIFICATES shall become due and payable on May 15, 2017, and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said certificates shall be paid to the registered owners of the certificates only upon presentation and surrender thereof to Wells Fargo Bank, National Association, 600 South 4th Street, 7th Floor, MAC N9300-070, Minneapolis, Minnesota 55415, Attention: Corporate Trust Services.

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said certificates and pursuant to an ordinance by the City Council of the City of Amarillo, Texas.

WELLS FARGO BANK, NATIONAL ASSOCIATION
600 South 4th Street, 7th Floor, MAC N9300-070
Minneapolis, Minnesota 55415



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 17, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: South Western Street from IH-27 (Canyon Drive) to West Sundown Lane

Consideration and public hearing of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map, specifically for eight parcels located north of West Farmers Ave and east of South Western St, and falling within a study area of approximately 800' along South Western St from IH-27 (Canyon Dr) to the southernmost city limit (West Sundown Ln); providing a severability clause; and providing an effective date.

Agenda Item Summary

Local Government Code Title 7, Subtitle A, Chapter 213 permits cities to adopt a comprehensive plan for the long-range development of a municipality, which was done by adoption of the Amarillo Comprehensive Plan in October of 2010. This same chapter allows cities to amend a comprehensive plan by ordinance following consideration by their planning commission (who considered this proposal on January 9th) and following a public hearing.

Local Government Code Section 211.004 requires cities to zone in accordance with the Comprehensive Plan; therefore, this document is fundamentally important in shaping the growth of Amarillo.

At the P&Z meeting on November 28th, staff presented a proposed process for examining study areas in which the Future Land Use & Character (FLUC) Map component of the Amarillo Comprehensive Plan (adopted 2010) is potentially out of date based on recent changed conditions of the area, and as the city grows outward. This item was approved unanimously by the Commission.

At the same meeting, staff presented a proposed area to examine the Future Land Use & Character Map (FLUC) in the area referenced in the caption above. The Commission unanimously voted to give direction to the Planning Department to start examining this area.

Staff's examination of the area included a look at the timing of when the land encompassed within 800' of S Western Street (and any parcels for which portions extended slightly outside) was annexed. Also, historic zoning patterns, land uses, and an inventory of the existing land uses in the area was completed. Staff also looked at planned and potential projects within this subject area. Finally, the department created a proposed map amendment, identifying some changes deemed justified by this assessment.

Changes to the Comprehensive Plan do not require notification; however, in the interest of transparency, staff notified all owners of record in the affected area, and a newspaper ad was posted, alerting the owners to a general information meeting to be held on Thursday, January 5th, at which staff members were available to answer questions and discuss the proposal that was put together. Prior to

Amarillo City Council

Agenda Transmittal Memo



the meeting, staff received contacts from 17 citizens within the notification area. After discussion with staff, and asking some questions, none of the 17 citizens indicated opposition to the proposed changes.

31 attendees came to the meeting, and approximately 14 additional phone calls were received. While most indicated support or indicated no preference, there were a few contacts received who were in opposition to the proposed changes in four different areas.

After further discussion at the Planning & Zoning Commission meetings, the Commission voted to table 3 of the 4 proposed changes for additional discussion and one more informational meeting. The Commission also voted to approve proposed changes in Area 2 – the eight parcels located north of West Farmers Ave and east of South Western St that, in the current plan, are shown to be developed as “Estate Residential”. “Estate Residential” is a land use classification that calls for 1 acre minimum housing sites in rural areas. Staff proposes changing the parcels here to call for “Suburban Commercial”, which would be consistent with offices, various retail and services of a limited size and intensity in order to be compatible with nearby residential areas. Furthermore, it would provide a less intensive commercial node, following along with the Comprehensive Plan’s guidance and staying consistent with the Neighborhood Unit Concept (NUC). While there was extensive discussion about the overall area of study at the P&Z level, there generally appeared to be widespread support for these changes to “Suburban Commercial”.

The background packet includes four maps for review: 1) the existing land use inventory of the study area, 2) the current Future Land Use and Character Map (FLUC) for this study area, 3) the proposed Future Land Use and Character Map for this study area, and 4) a map showing only the area of change, for simplicity.

Requested Action

Approval of the proposed changes for these eight parcels to “Suburban Commercial” in the Comprehensive Plan’s Future Land Use and Character (FLUC) Map.

Funding Summary

N/A

Community Engagement Summary

Notices were sent to all property owners of record within the entirety of the study area (far larger notification area than a typical rezoning case). In addition, advertisement was published in the local newspaper and a general informational meeting held on January 5th.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its January 10, 2017 public meeting.

Amarillo City Council Agenda Transmittal Memo



City Manager Recommendation

Planning Staff have reviewed the associated ordinance and exhibit and, along with the Planning & Zoning Commission, recommend the City Council approve the item as submitted.

ORDINANCE NO. 7646

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY AMENDING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR PARCELS WITHIN APPROXIMATELY 800' ALONG SOUTH WESTERN STREET FROM IH-27 (CANYON DR) TO THE SOUTHERNMOST CITY LIMIT (WEST SUNDOWN LN); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, recent requests and inquiries alerted Planning Department staff to changing conditions of the aforementioned area that have occurred since the initial plan adoption in 2010; and,

WHEREAS, these conditions warrant consideration of amending the Future Land Use and Character map; and,

WHEREAS, the Planning Department has conducted an analysis of the aforementioned area, along with holding a public informational meeting and notifying properties in the affected area; and,

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the city may amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and after review by the municipality's planning commission; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on January 9, 2017 to discuss the proposed aforementioned amendment, and voted unanimously to recommend approval of this amendment to the City Council; and,

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

WHEREAS, the City Council hereby finds and determines it to be in the public interest to amend the City's Comprehensive Plan, which in the best judgment promotes the health, safety and general welfare and protects the usage and enjoyment of properties throughout the City; now, therefore,

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

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

SECTION 2. MAP MODIFICATIONS The Planning Director is authorized to make modifications to the Future Land Use and Character map component of the

Amarillo Comprehensive Plan as illustrated in "Exhibit A" and encompassing an area described above.

SECTION 3. FUTURE APPLICATION The City Council directs the City Manager to process rezoning applications in a matter consistent with the adopted plan.

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

SECTION 5. EFFECTIVE DATE 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 17th day of January, 2017 and PASSED on Second and Final Reading on this the 24th day of January, 2017.

Paul Harpole, Mayor

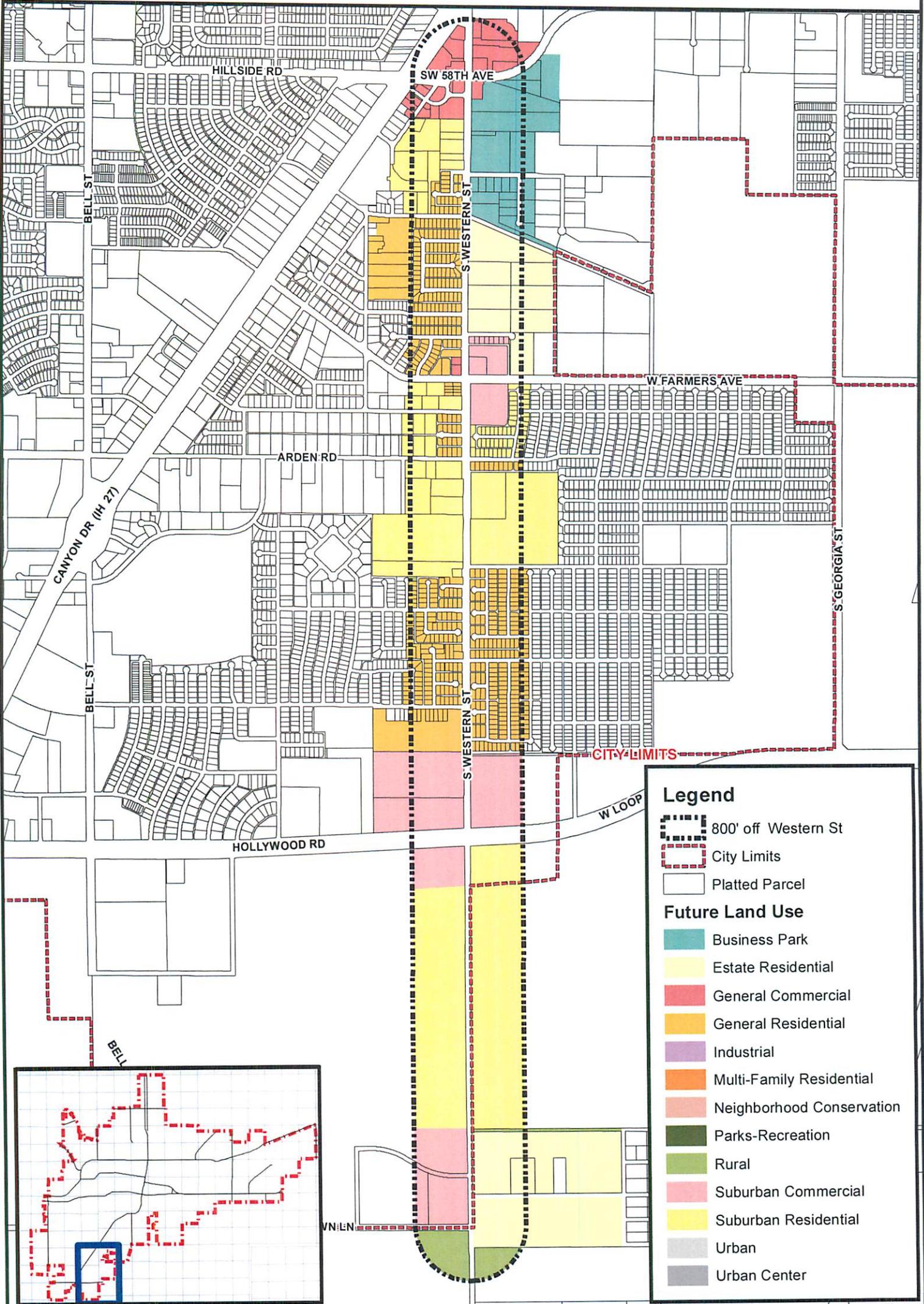
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

FUTURE LAND USE & CHARACTER MAP CURRENT VERSION



Legend

- 800' off Western St
- City Limits
- Platted Parcel

Future Land Use

- Business Park
- Estate Residential
- General Commercial
- General Residential
- Industrial
- Multi-Family Residential
- Neighborhood Conservation
- Parks-Recreation
- Rural
- Suburban Commercial
- Suburban Residential
- Urban
- Urban Center

**CITY OF AMARILLO
PLANNING DEPARTMENT**

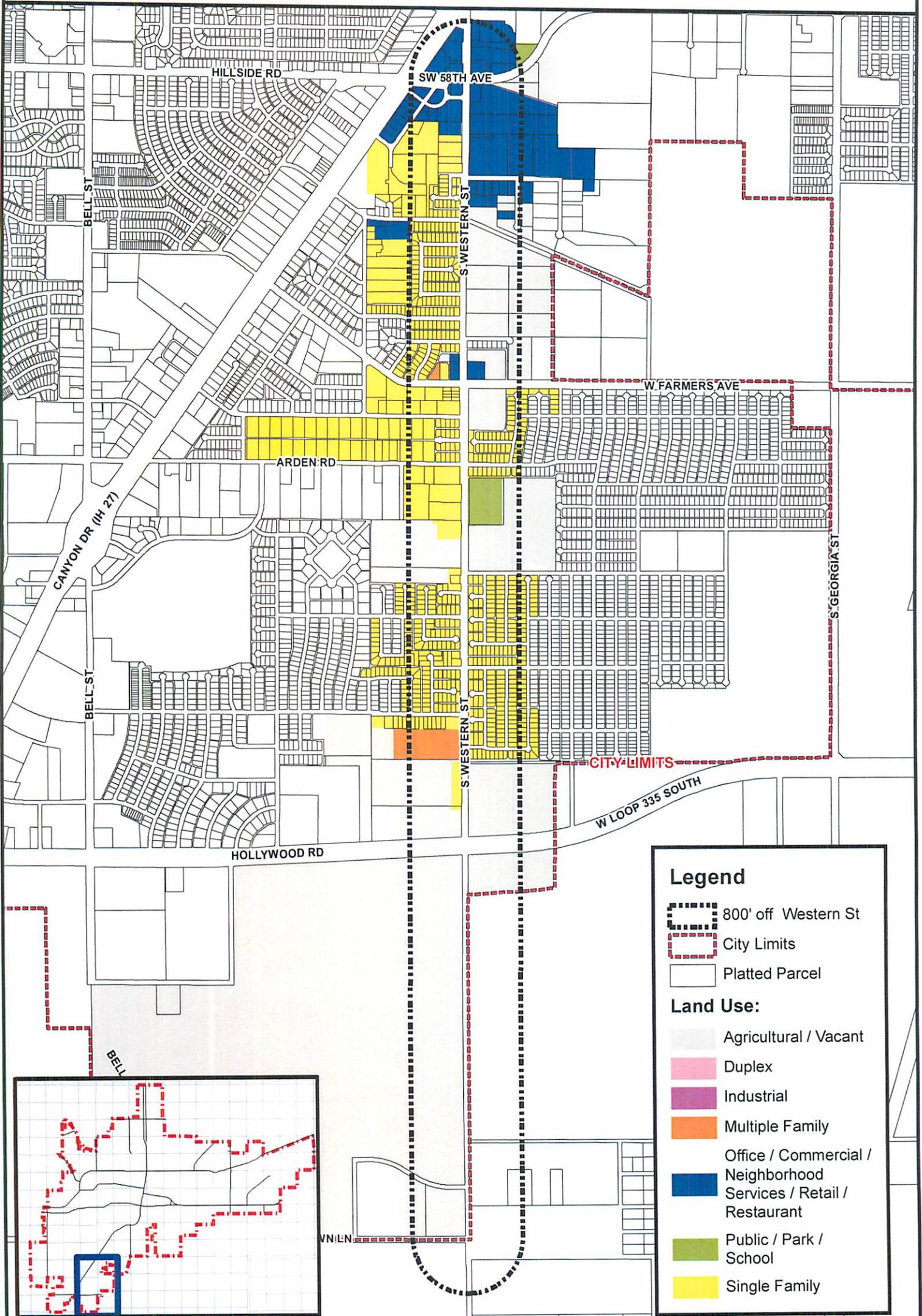
The Future Land Use and Character map is a component of the City's 2010 Comprehensive Plan and used in guiding future decisions, specifically zoning and land use. This Version has not changed since it's adoption.

Date: 12-29-16



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

CURRENT LAND USE



Legend

- 800' off Western St
- City Limits
- Platted Parcel

Land Use:

- Agricultural / Vacant
- Duplex
- Industrial
- Multiple Family
- Office / Commercial / Neighborhood Services / Retail / Restaurant
- Public / Park / School
- Single Family

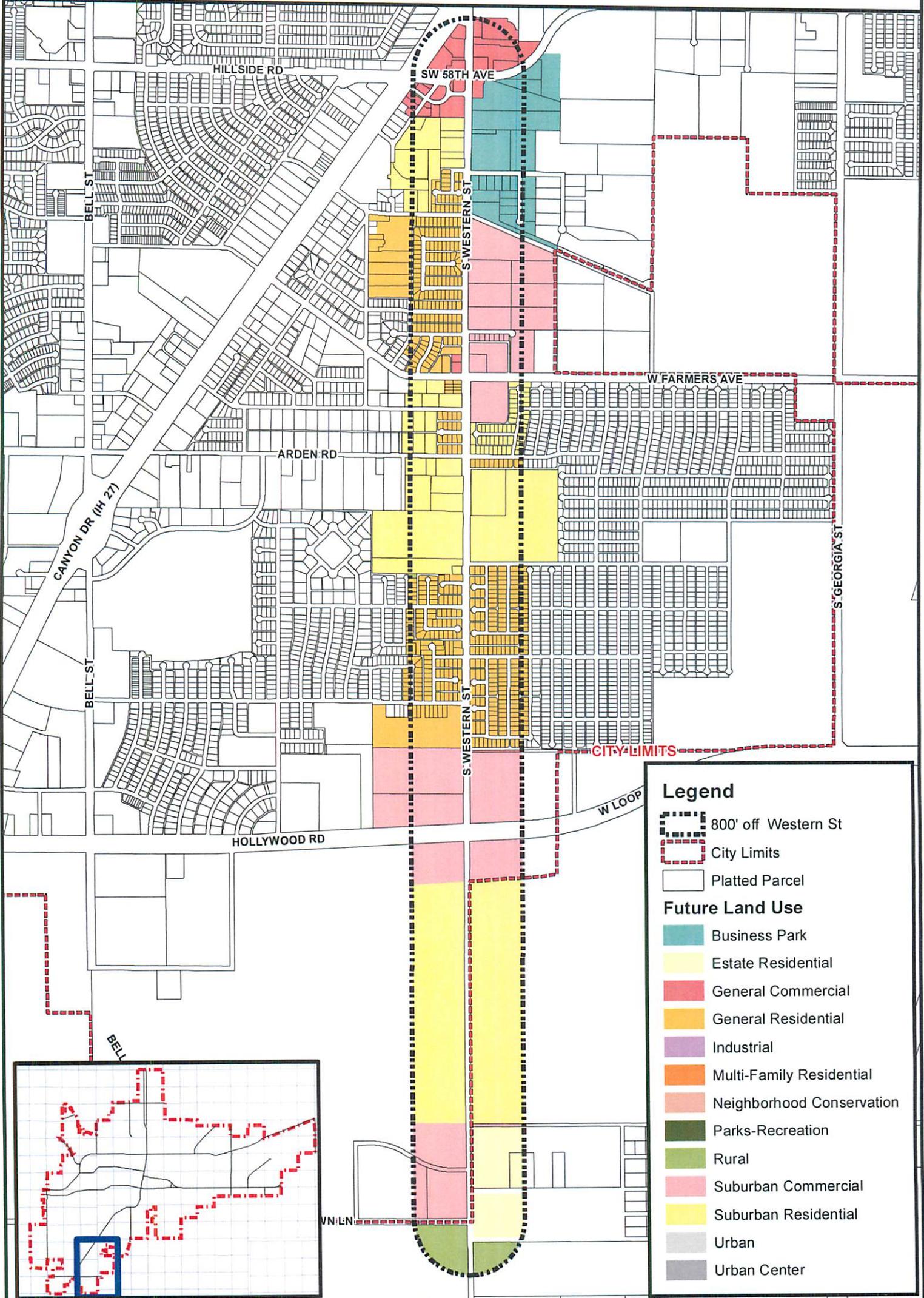
CITY OF AMARILLO PLANNING DEPARTMENT

Date: 12-29-16



The Future Land Use and Character map is a component of the City's 2010 Comprehensive Plan and used in guiding future decisions, specifically zoning and land use. If approved, these changes will become permanent part of the map.

FUTURE LAND USE & CHARACTER MAP PROPOSED CHANGES



Legend

- 800' off Western St
- City Limits
- Platted Parcel
- Future Land Use**
- Business Park
- Estate Residential
- General Commercial
- General Residential
- Industrial
- Multi-Family Residential
- Neighborhood Conservation
- Parks-Recreation
- Rural
- Suburban Commercial
- Suburban Residential
- Urban
- Urban Center

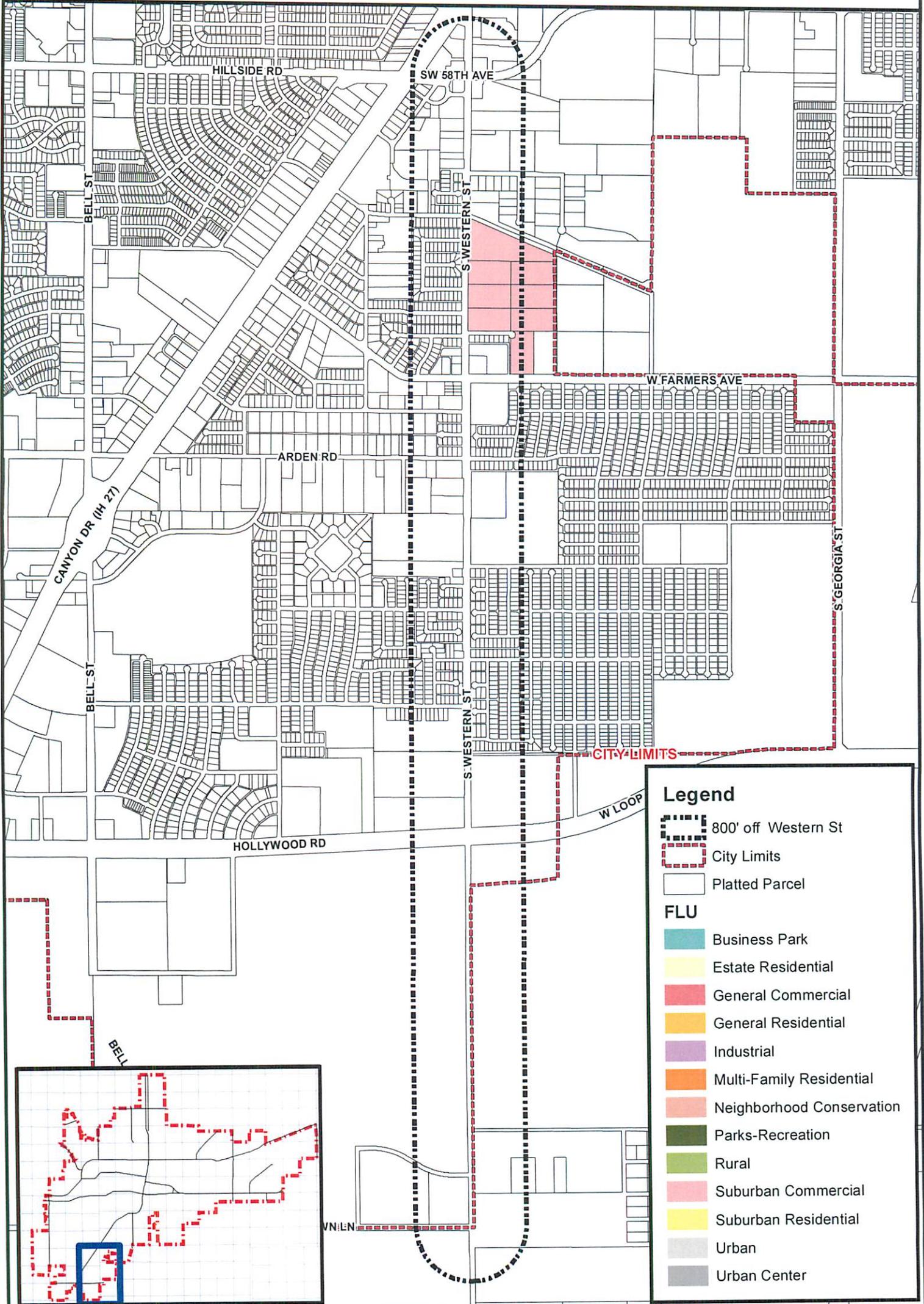
**CITY OF AMARILLO
PLANNING DEPARTMENT**

Date: 12-29-16



The Future Land Use and Character map is a component of the City's 2010 Comprehensive Plan and used in guiding future decisions, specifically zoning and land use. If approved, these changes will become permanent part of the map.

FUTURE LAND USE & CHARACTER MAP PROPOSED CHANGES



Legend

- 800' off Western St
- City Limits
- Platted Parcel

FLU

- Business Park
- Estate Residential
- General Commercial
- General Residential
- Industrial
- Multi-Family Residential
- Neighborhood Conservation
- Parks-Recreation
- Rural
- Suburban Commercial
- Suburban Residential
- Urban
- Urban Center

**CITY OF AMARILLO
PLANNING DEPARTMENT**

The Future Land Use and Character map is a component of the City's 2010 Comprehensive Plan and used in guiding future decisions, specifically zoning and land use. If approved, these changes will become permanent part of the map.

Date: 12-29-16



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



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 17, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: Western Street & Catalpa Lane

Consideration and possible action on an ordinance rezoning of a 6.53 acre portion of land out of Lot 8, South Side Acres Unit No. 1, in Section 230, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to General Retail District (GR).

Agenda Item Summary

The applicant is requesting the zoning of a 6.53 acre tract of land, previously zoned Residential District 1 (R-1), to change to General Retail District (GR), in order to develop the land with commercial retail use.

This tract of land was zoned Residential District 1 (R-1) after its annexation on 3/8/1960.

When performing a site visit staff noticed more intensive uses on the east side of Western Street north and south of the subject property; for example, Planned Development Districts that allow for light commercial use but exclude some alcohol sale related uses. Directly north of this property across Catalpa Lane, a vacant tract of land is currently zoned General Retail District. Along the stretch of Western Street from I-27 to Farmers Avenue, residential development has been primarily established on the west side of the street, while commercial and retail uses have been primarily established on the east side. This requested zoning would be a logical continuation of this zoning pattern already established in this area, and as the request is situated along a highly-traveled section line arterial, the rezoning would follow the neighborhood unit concept of stepping down in intensity of land use towards the center of the section from the perimeter [Comprehensive Plan, Chapter 2, Pg 2.23].

This zoning request is currently inconsistent with the future land use map, established in 2010; however, the request is consistent with the proposed changes to the map which staff has formulated after completing a study of this corridor. While analyzing the current future land use map and the conditions of the area along a portion of South Western Street from I27 to West Sundown Lane, planning staff has found that the 2010 future land use map is not reflective of the current and changing conditions for this area. Analysis of this area along Western Street has shown an opportunity for further uses associated with the "suburban commercial" character that could be beneficial to the surrounding communities. The requested GR zoning does encompass uses consistent with the "suburban commercial" land use characteristics such as a range of commercial retail and service uses excluding some auto-oriented uses that, by their nature, cannot achieve a suburban character.

With the predominantly southwestern growth of the city and the future expansion of Loop 335, this section of South Western Street has encountered an increase in traffic as a section line arterial street

Amarillo City Council

Agenda Transmittal Memo



and will likely see greater growth as The Pinnacle subdivision and other development occurs south of Loop 335. The increase in traffic and residential development help support more retail-oriented development to be positioned at integral locations so as to further benefit each other. This being said, the request is consistent with these changing conditions.

Based on the above analysis, planning staff believes the requested rezoning seems appropriate for conditions of the area.

Requested Action

Planning Staff and Planning & Zoning Commissioners have reviewed the associated rezoning and exhibit and recommend the City Council approve the item as submitted.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 14 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received one call regarding this request; however, the respondent did not express an opinion in favor of or in opposition to the request.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its January 9, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7647

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 SOUTH WESTERN STREET AND CATALPA LANE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has 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; now, therefore,

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

SECTION 1. 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 6.53 acre portion of land out of Lot 8, South Side Acres Unit No. 1, in Section 230, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to General Retail District (GR).

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

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

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

Paul Harpole, Mayor

ATTEST:

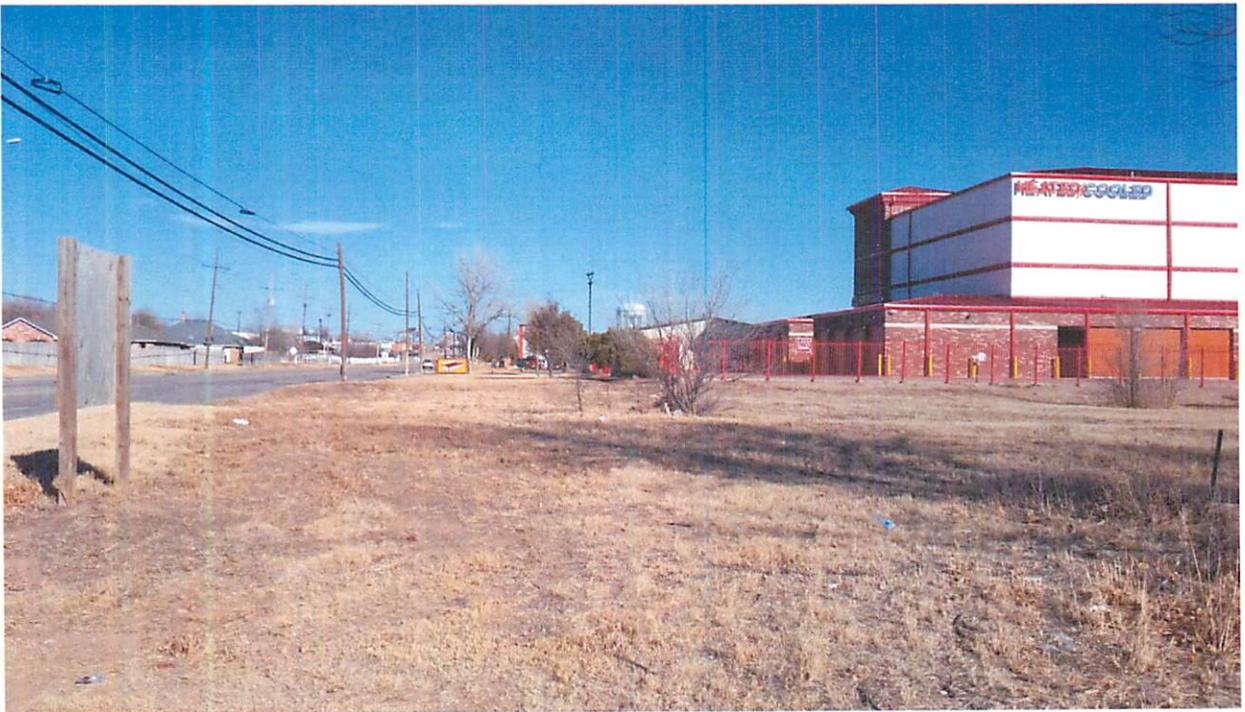
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Looking south from Western St. & Catalpa Ln. at subject property.



Looking North from Western St. & Catalpa Ln. at self storage warehouse and GR zoned land.



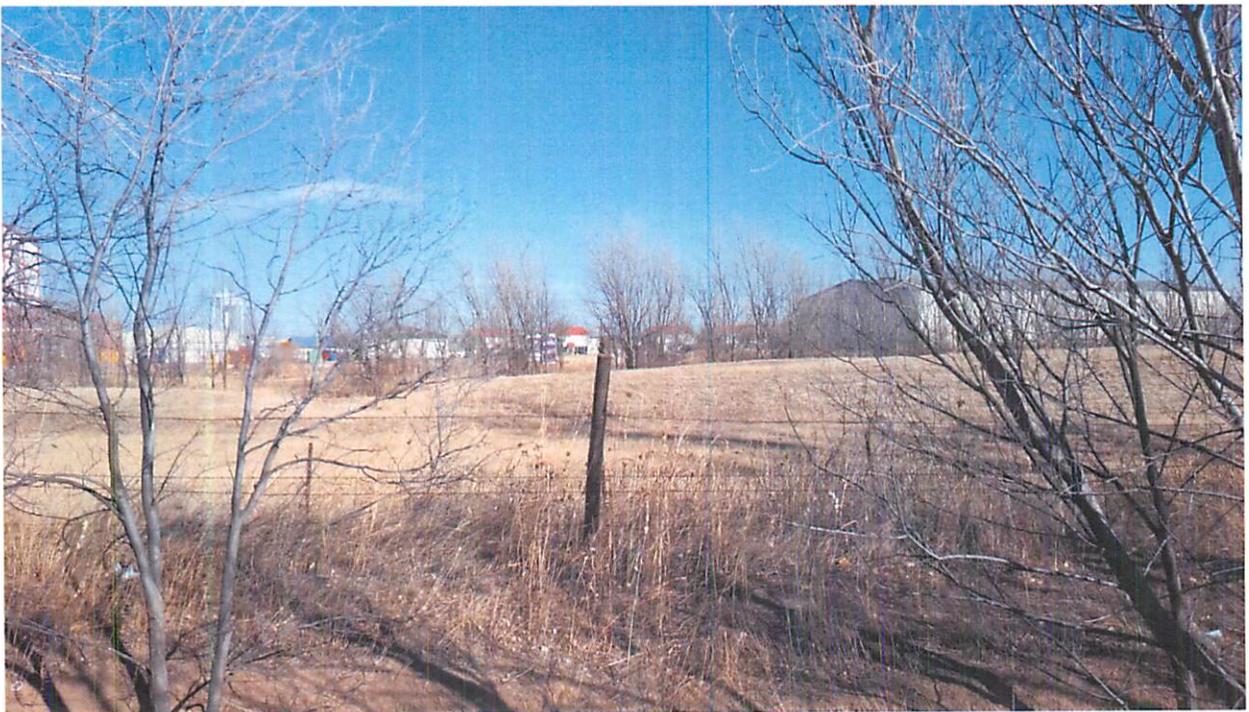
Looking west from Western St. & Catalpa Ln. at residential neighborhood across Western St.



Looking southeast down Catalpa Ln. at undeveloped land.

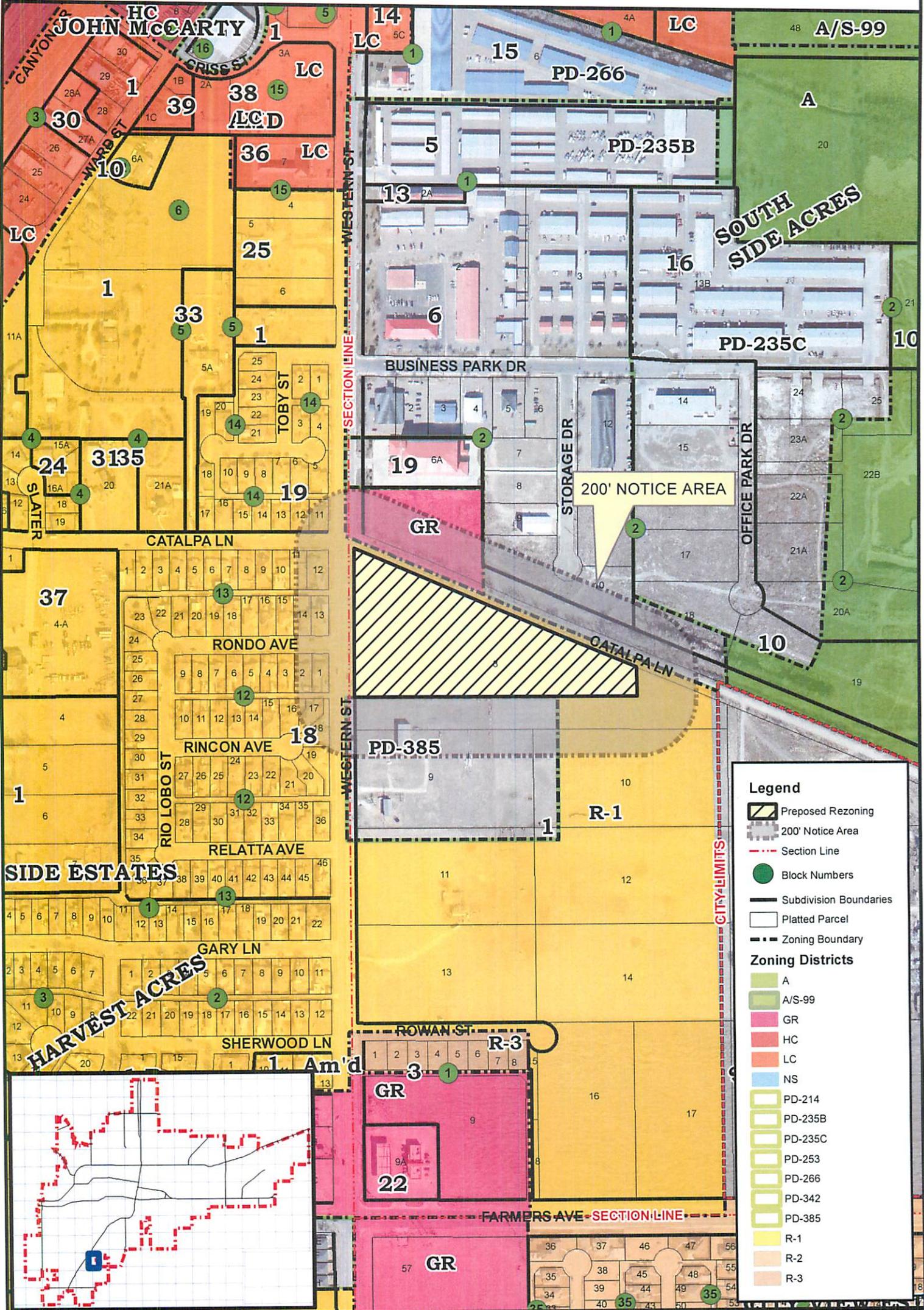


Looking south from Catalpa Ln. at subject property and PD 385 for LC use.



Looking North from Catalpa Ln. at vacant land and PD 235B for LC use.

REZONING FROM R-1 TO GR



Legend

- Preposed Rezoning
- 200' Notice Area
- Section Line
- Block Numbers
- Subdivision Boundaries
- Platted Parcel
- Zoning Boundary

Zoning Districts

- A
- A/S-99
- GR
- HC
- LC
- NS
- PD-214
- PD-235B
- PD-235C
- PD-253
- PD-266
- PD-342
- PD-385
- R-1
- R-2
- R-3

CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
Date: 12-30-16
Case No: Z-17-03



Z-17-03 Rezoning of a 6.53 acre portion of land out of Lot 8, South Side Acres Unit No. 1, in Section 230, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to General Retail District (GR).

Applicant: Keller Williams Realtor
Surveyor: Western St. & Catalpa Ln.

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



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 17, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: S Soncy Road (Loop 335) and Anton Kuster Avenue

Rezoning of a 19.12 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District.

Agenda Item Summary

This tract of land is currently zoned Agriculture District (A), and dates back to when the eastern portion along Soncy Rd. (Loop 335) was annexed (No. 65) in 11/14/1978 and the western portion was annexed (No. 109) in 12/4/2012.

Staff's analysis of zoning change requests begins with referring to the 2010 Comprehensive Plan's Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers existing zoning and development patterns in the area.

This rezoning request appears inconsistent upon initial review with the adopted 2010 Comprehensive Future Land Use and Character Map, which calls for future "suburban residential" land use for this area. However, it is important to note that this area immediately abuts (on to sides, the north and east) a swath of property identified for future "general commercial" land uses. In looking at this request, and the larger area around it, such a change would represent only a minor inconsistency, as it would simply increase slightly the existing pattern of "general commercial" established, as far back as 2010. Considering this and pairing it with the fact that that there have been sizeable changing conditions in the area since that time, accompanied by an increase in commercial and retail development southward along Loop 335, is important to acknowledge.

As the city continues to grow in a southwest to west direction, future analysis of this general area will need to be pursued, which may show a need for an amendment to the comprehensive land use of this area. Looking at the area in question in the greater context of these facts, it is the opinion of this staff that the inconsistency in this instance is of negligible consequence and minor. This would not be the case in most situations, but appears to a unique circumstance here.

Based on the above analysis, planning staff believes the requested rezoning seems appropriate for conditions of the area.

Amarillo City Council Agenda Transmittal Memo



Requested Action

The applicant is requesting the zoning of 19.12 acres tract of land, previously zoned Agricultural District (A), to change to General Retail District (GR), in order to build a shopping center.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 10 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request, either in favor of or in opposition to the request.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its January 9, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7648

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 SOUTH SONCY ROAD (LOOP 335) AND ANTON KUSTER AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has 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; now, therefore,

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

SECTION 1. 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 19.12 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District.

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

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

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

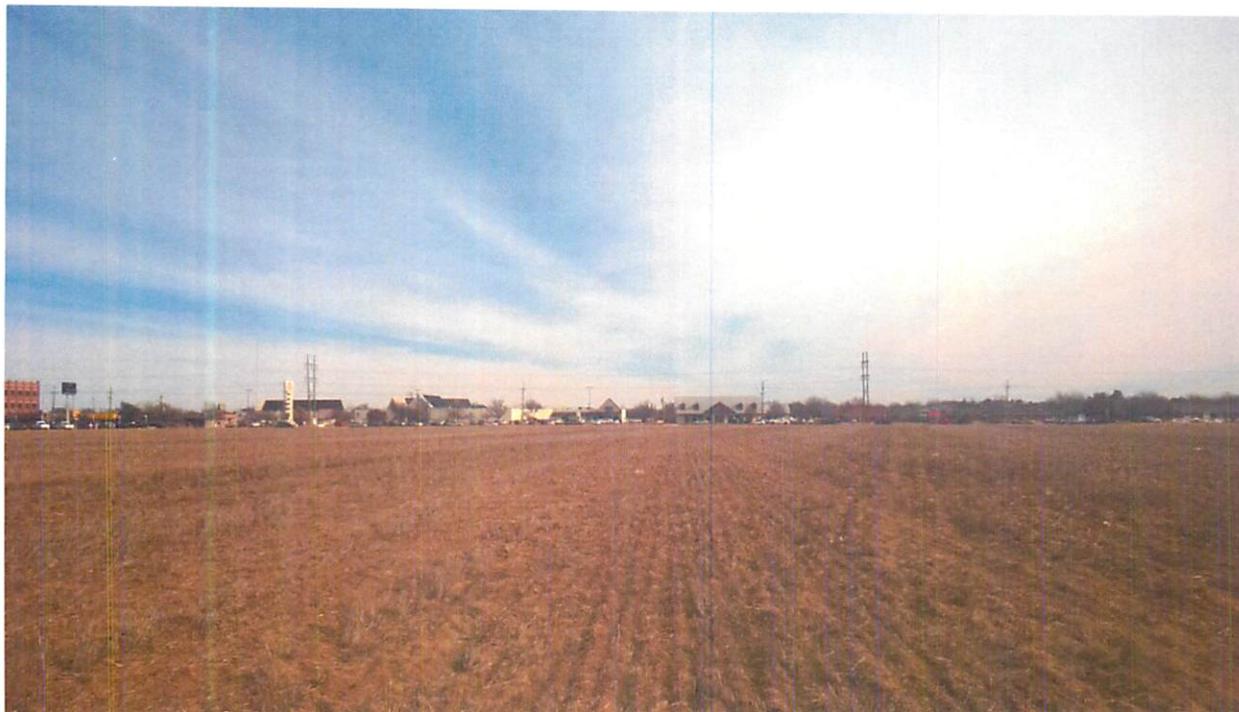
Paul Harpole, Mayor

ATTEST:

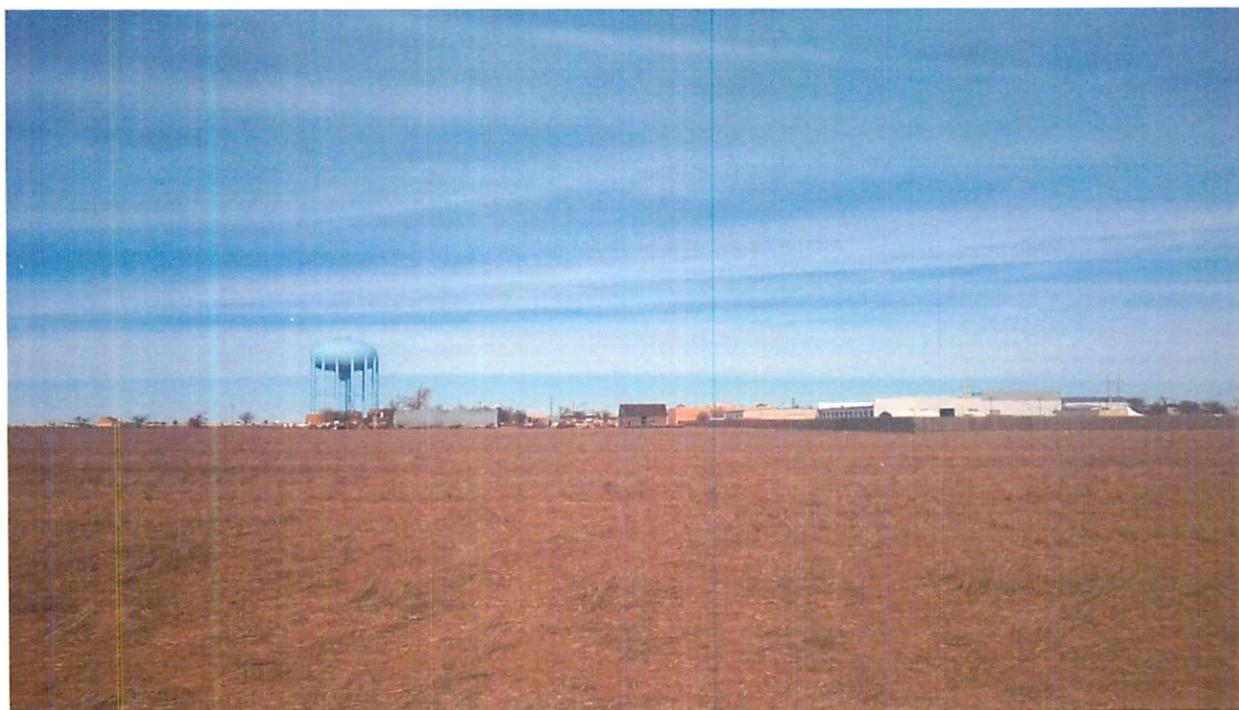
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Looking East towards Soncy Road (Loop 335) from the Property under consideration.



Looking North towards the Ford Dealership (PD-245) from the property under consideration.

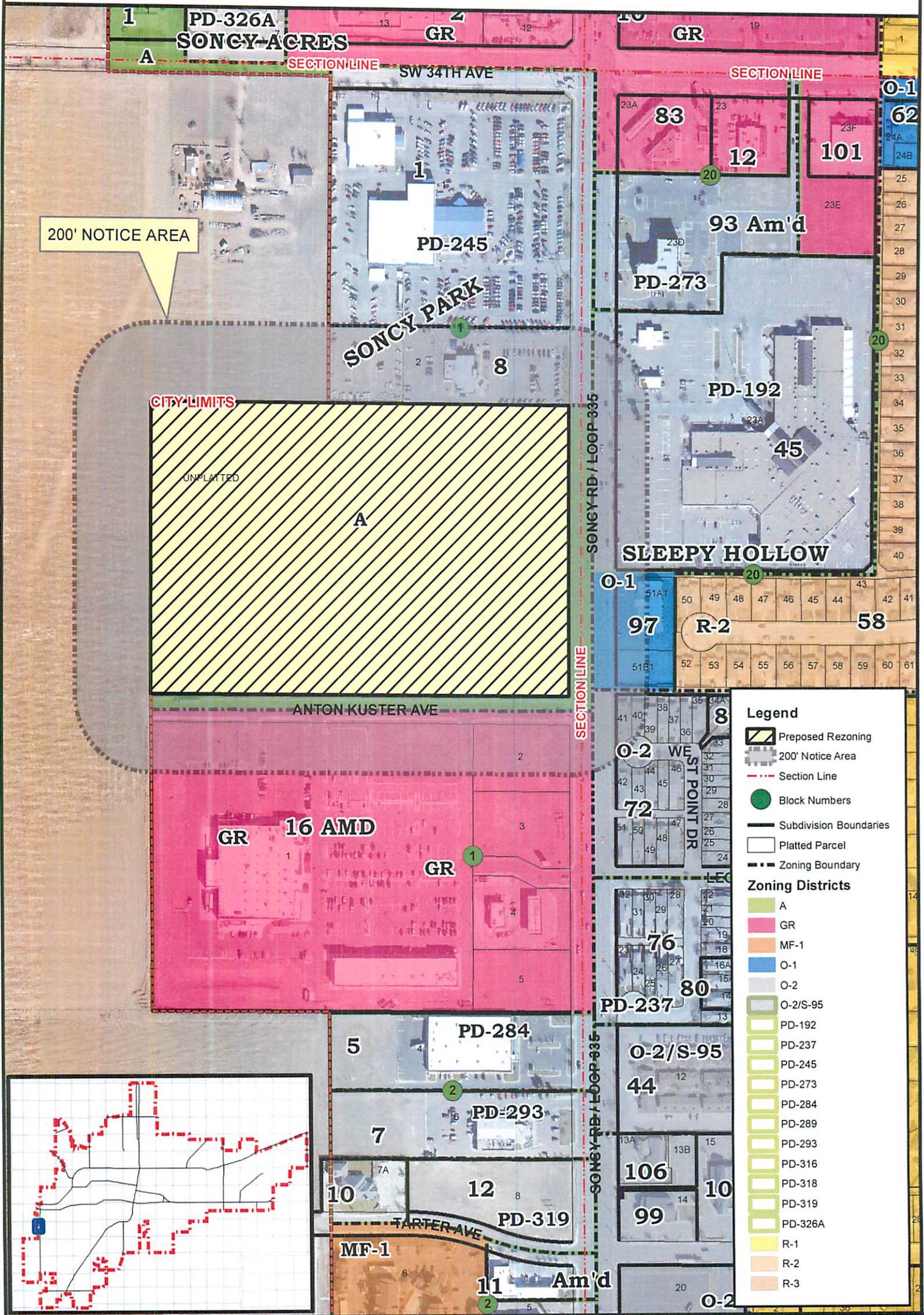


Looking West towards the City Limit Line from the property under consideration.



Looking South towards the Supermarket (Also zoned GR) from the property under consideration.

REZONING FROM A TO GR

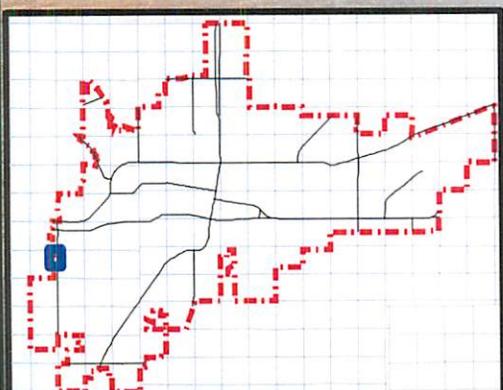


Legend

- Proposed Rezoning
- 200' Notice Area
- Section Line
- Block Numbers
- Subdivision Boundaries
- Platted Parcel
- Zoning Boundary

Zoning Districts

- A
- GR
- MF-1
- O-1
- O-2
- O-2/S-95
- PD-192
- PD-237
- PD-245
- PD-273
- PD-284
- PD-289
- PD-293
- PD-316
- PD-318
- PD-319
- PD-326A
- R-1
- R-2
- R-3



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 12-30-16
Case No: Z-17-02



Z-17-02 Rezoning of a 19.12 acre tract of land in Section 62, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District.

Applicant: Jeremy Cheatham

Surveyor: Soney Rd. & Anton Kuster Ave.

AP: H-14



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 24, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption

A PUBLIC HEARING AND A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS:

This resolution and public hearing considers ordering the removal of substandard structures located at 1112 SE 12th Avenue.

Agenda Item Summary

This item is the public hearing to determine if the property at 1112 SE 12th Avenue which consists of a single residential structure and solid waste accumulation constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such structure and accumulations.

Requested Action

Adopt the resolution declaring that certain improvements described herein are a public nuisance, and requiring the taking down and removal of such improvements and accumulations.

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- A Building Safety Inspector identified the dangerous structure while canvassing the neighborhood in the normal course of duties.
- The property was posted as unsafe.
- Initiated the Dangerous Structure process.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution to declaring certain improvements are public nuisances and requiring the taking down and removal thereof.



RESOLUTION NO. _____

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

WHEREAS, on the 3rd day of January 2017, this Council by resolution called a public hearing for the 24th day of January 2017 for the purpose of determining whether certain conditions constitute a public nuisance; and,

WHEREAS, this Council finds that all notices required by the Amarillo Municipal Code have been complied with and that notice of this hearing has been duly given as directed by this Council; and,

WHEREAS, this Council has listened to the evidence and arguments presented by all persons who appeared before it; and,

WHEREAS, this Council finds that the notice of the Building Official to make the structure safe either by repair or demolition and removal has not been complied with; and,

WHEREAS, this Council finds that the notice of the Building Official to remove rubbish, trash, solid waste and/or unsanitary matter has not been complied with;

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

SECTION 1. The City Council finds that the alleged nuisance condition, address thereof, the legal description of same, and the Interested Persons are as follows:

ADDRESS: 1112 SE 12th Ave

LEGAL: Lot: W 42ft each of 1 & 2, Block: 441, Mirror Addition to the City of Amarillo, Potter County, TX

INTERESTED PERSONS: Antonio S Renteria, 1718 SE 6th Ave, Amarillo TX 79102-3614

NATURE OF NUISANCE: This property consists of a residential structure. Although the structure is boarded up, the gable ends are open exposing the interior to the elements. Little effort has been made to abate the hazards. It is an attractive nuisance to the neighborhood and considered to be a fire, health and safety hazard.

SECTION 2. This Council hereby finds the Interested Persons failed, neglected, or refused to comply with the Initial Notice of violation to repair or rehabilitate; or to demolish the Dangerous Structure or portion thereof; or, to timely and substantially complete the terms of a Provisional Permit and determines that each of the improvements, buildings and structures described herein are dangerous structures, are structurally unsafe, constitute a fire hazard and are dangerous to human life, and their continued use will constitute a hazard to the safety, health and public welfare and each are hereby declared to be a public nuisance.

SECTION 3. This Council has deliberated its decision, giving due consideration to and weighing the following factors: validity of the violations as alleged by the Building Official; the severity of such violations and any corresponding danger to the public; due regard for private property rights; fair opportunity for the Interested Persons to have been notified of the problems and a corresponding opportunity to repair, remediate, or remove the defects or Dangerous Structure; weighing the private property interests of neighbors affected by further delay or deterioration of the subject property; and any other relevant consideration unique to the circumstances of this case which may materially affect due process and equal protection of involved persons.

SECTION 4. This Council now finds that a public nuisance exists, and has not been timely abated, and now issues the following order(s):

[Select one of the following for structural issues and/or go to next page for trash and weeds]

- i _____ the Structure is not a dangerous one or one marked by accumulation of vegetation, debris or trash, and ordering the matter be dismissed and City to dismiss the notice filed in the county real property records; or,

- ii _____ finding the Structure or any other improvement of any kind, or any part thereof, is dangerous and ordering its removal ten (10) days after notice of decision; or,

- iii _____ the Structure is a danger and ordering its removal ten (10) days after notice of decision, however, further finding that good cause exists to grant a reprieve on that order to allow the Interested Persons in the property to seek to qualify for and obtain a provisional permit during that period, and if obtained then the reprieve shall continue for the duration of such permit or successor permit, as provided in this Section. The reprieve granted under this subsection shall expire upon the later of the expiration of time to apply for and obtain a provisional permit or the expiration of such permit. If at expiration of the reprieve the Building Official finds that the defects that gave rise to the finding of a Dangerous Structure have been abated, then the prior order of the City Council to remove the structure is moot; or, if the defects remain, then the Building Official shall proceed to carry out the City Council's prior order to remove the Dangerous Structure; or,

- iv _____ good cause exists to defer the adjudication of the case and directing reinstatement or extension of a prior provisional permit, for a period of time determined by the City Council not exceeding sixty (60) days from date of the hearing. If at the end of the deferral period, the Building Official finds that there has been no substantial progress toward abatement of the defects, then such fact shall be reported to the City Manager who shall request the City Council to set a new hearing and proceed with an adjudication of whether the Structure is dangerous or not, in accordance with the procedures of the Amarillo Municipal Code Sec. 4-3-3 subsection (e).

[Use this option for trash, weeds, etc., either singly or in addition to one of the above]

v _____ The Interested Persons of the Lot, Tract, or Parcel of land with accumulation of rubbish, trash, solid waste and/or unsanitary matter described in the notice of violation are hereby ordered to take down and/or remove the same from the premises within ten (10) days from this order.

SECTION 5. If the Interested Persons of the dangerous structures shall fail, neglect or refuse to comply with this resolution as herein directed, then the Building Official is hereby directed to proceed with the demolition of the various dangerous structures and/or removal of any and all rubbish, trash, solid waste and unsanitary matters described in this resolution, and he may prosecute the Interested Persons as a violator of the provisions of the International Building Code and the Amarillo Municipal Code.

SECTION 6. The Building Official is further directed to determine the cost of such demolition and/or removal and to levy such assessments against the real estate as may be provided by law.

SECTION 7. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 8. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase or part hereof and such shall be continue in effect.

SECTION 9. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of _____ 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

 **NOTICE**
City of Amarillo
Notice of Condemnation Hearing
January 24, 2017 5:00 PM
509 SE 7th Avenue, Amarillo, TX
Council Chamber on the Third Floor of City Hall
The hearing is to determine if the Premises is
Dilapidated or a Nuisance and whether its
removal or abatement.
For questions or comments (806) 376-3041

01/13/2017



01/13/2017

NO TRESPASSING



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 24, 2017	Council Priority	Community Appearance
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Department	Building Safety
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Agenda Caption

A PUBLIC HEARING AND A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS:
 This resolution and public hearing considers ordering the removal of substandard structures located at 2118 Pioneer Lane.

Agenda Item Summary

This item is the public hearing to determine if the property at 2118 Pioneer Lane which consists of a manufactured home, an accessory structure (tree house) and solid waste accumulation constitutes a public nuisance and thereby declared as dangerous structures and order the removal of such structures and accumulations.

Requested Action

Adopt the resolution declaring that certain improvements described herein are a public nuisance, and requiring the taking down and removal of such improvements and accumulations.

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred.

Community Engagement Summary

- Building Safety received a **citizen's** complaint.
- A Building Safety Inspector identified the dangerous structures and posted the property as unsafe. Initiated the Dangerous Structure process.
- The Amarillo Police Department has been called out to this location 3 times since 2010 (5 years).
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution to declaring certain improvements are public nuisances and requiring the taking down and removal thereof.



RESOLUTION NO. _____

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

WHEREAS, on the 3rd day of January 2017, this Council by resolution called a public hearing for the 24th day of January 2017 for the purpose of determining whether certain conditions constitute a public nuisance; and,

WHEREAS, this Council finds that all notices required by the Amarillo Municipal Code have been complied with and that notice of this hearing has been duly given as directed by this Council; and,

WHEREAS, this Council has listened to the evidence and arguments presented by all persons who appeared before it; and,

WHEREAS, this Council finds that the notice of the Building Official to make the structure safe either by repair or demolition and removal has not been complied with; and,

WHEREAS, this Council finds that the notice of the Building Official to remove rubbish, trash, solid waste and/or unsanitary matter has not been complied with;

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

SECTION 1. The City Council finds that the alleged nuisance condition, address thereof, the legal description of same, and the Interested Persons are as follows:

ADDRESS: 2118 Pioneer Ln

LEGAL: Lot: 2, Block: 5, Windmill Acres #2 Addition to the City of Amarillo, Randall County, TX

INTERESTED PERSONS: Kathleen M Tortoreo, 2208 Canyon Dr, Amarillo TX 79109-2601

NATURE OF NUISANCE: This property consists of a manufactured home and a tree house type accessory structure. The manufactured home is dilapidated and the tree house is an extreme fall hazard. Little effort has been made to abate the hazards. They are an attractive nuisance to the neighborhood and considered to be a fire, health and safety hazard.

SECTION 2. This Council hereby finds the Interested Persons failed, neglected, or refused to comply with the Initial Notice of violation to repair or rehabilitate; or to demolish the Dangerous Structure or portion thereof; or, to timely and substantially complete the terms of a Provisional Permit and determines that each of the improvements, buildings and structures described herein are dangerous structures, are structurally unsafe, constitute a fire hazard and are dangerous to human life, and their continued use will constitute a hazard to the safety, health and public welfare and each are hereby declared to be a public nuisance.

SECTION 3. This Council has deliberated its decision, giving due consideration to and weighing the following factors: validity of the violations as alleged by the Building Official; the severity of such violations and any corresponding danger to the public; due regard for private property rights; fair opportunity for the Interested Persons to have been notified of the problems and a corresponding opportunity to repair, remediate, or remove the defects or Dangerous Structure; weighing the private property interests of neighbors affected by further delay or deterioration of the subject property; and any other relevant consideration unique to the circumstances of this case which may materially affect due process and equal protection of involved persons.

SECTION 4. This Council now finds that a public nuisance exists, and has not been timely abated, and now issues the following order(s):

[Select one of the following for structural issues and/or go to next page for trash and weeds]

i _____ the Structure is not a dangerous one or one marked by accumulation of vegetation, debris or trash, and ordering the matter be dismissed and City to dismiss the notice filed in the county real property records; or,

ii _____ finding the Structure or any other improvement of any kind, or any part thereof, is dangerous and ordering its removal ten (10) days after notice of decision; or,

iii _____ the Structure is a danger and ordering its removal ten (10) days after notice of decision, however, further finding that good cause exists to grant a reprieve on that order to allow the Interested Persons in the property to seek to qualify for and obtain a provisional permit during that period, and if obtained then the reprieve shall continue for the duration of such permit or successor permit, as provided in this Section. The reprieve granted under this subsection shall expire upon the later of the expiration of time to apply for and obtain a provisional permit or the expiration of such permit. If at expiration of the reprieve the Building Official finds that the defects that gave rise to the finding of a Dangerous Structure have been abated, then the prior order of the City Council to remove the structure is moot; or, if the defects remain, then the Building Official shall proceed to carry out the City Council's prior order to remove the Dangerous Structure; or,

iv _____ good cause exists to defer the adjudication of the case and directing reinstatement or extension of a prior provisional permit, for a period of time determined by the City Council not exceeding sixty (60) days from date of the hearing. If at the end of the deferral period, the Building Official finds that there has been no substantial progress toward abatement of the defects, then such fact shall be reported to the City Manager who shall request the City Council to set a new hearing and proceed with an adjudication of whether the Structure is dangerous or not, in accordance with the procedures of the Amarillo Municipal Code Sec. 4-3-3 subsection (e).

[Use this option for trash, weeds, etc., either singly or in addition to one of the above]

v_____ The Interested Persons of the Lot, Tract, or Parcel of land with accumulation of rubbish, trash, solid waste and/or unsanitary matter described in the notice of violation are hereby ordered to take down and/or remove the same from the premises within ten (10) days from this order.

SECTION 5. If the Interested Persons of the dangerous structures shall fail, neglect or refuse to comply with this resolution as herein directed, then the Building Official is hereby directed to proceed with the demolition of the various dangerous structures and/or removal of any and all rubbish, trash, solid waste and unsanitary matters described in this resolution, and he may prosecute the Interested Persons as a violator of the provisions of the International Building Code and the Amarillo Municipal Code.

SECTION 6. The Building Official is further directed to determine the cost of such demolition and/or removal and to levy such assessments against the real estate as may be provided by law.

SECTION 7. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 8. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase or part hereof and such shall be continue in effect.

SECTION 9. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of _____ 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

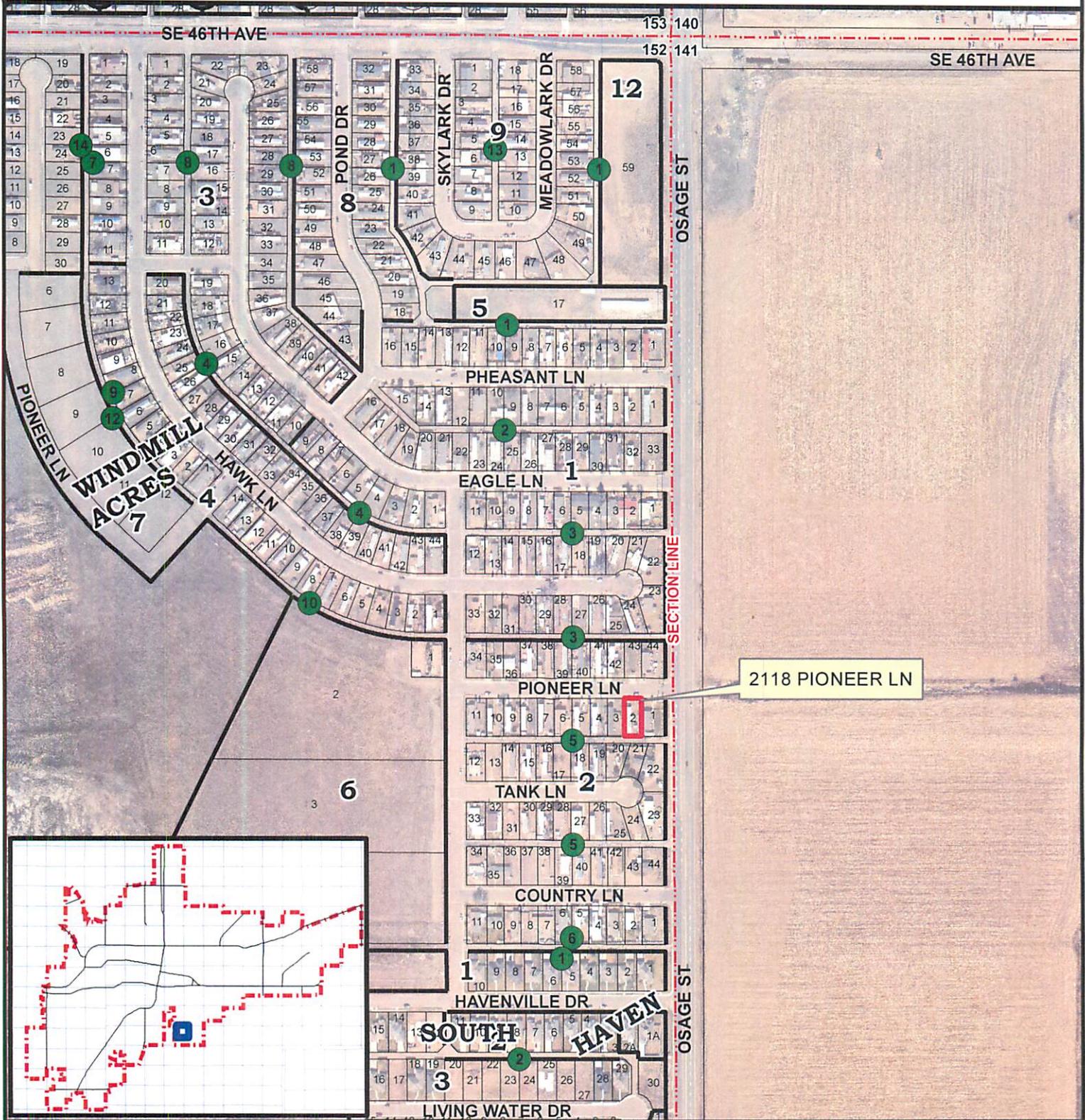
 **NOTICE**
City of Amarillo
Notice of Condemnation Hearing
January 24, 2017 5:00 PM
509 SE 7th Avenue, Amarillo TX
Commission Chamber on the Third Floor of City Hall
The hearing is to determine if this Premises is
Dangerous or a Nuisance and ordering its
removal or abatement
For questions or comments (806) 378-3041

01/13/2017

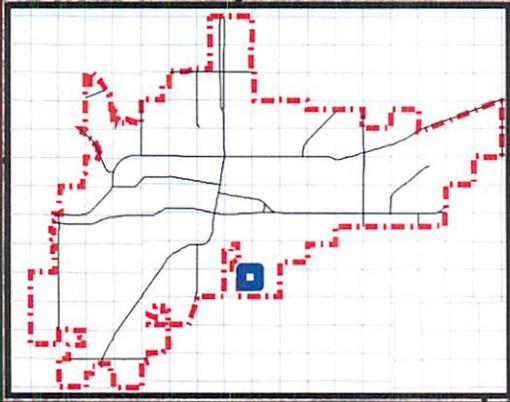


01/13/2017

DANGEROUS STRUCTURE AT 2118 PIONEER LN



2118 PIONEER LN



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

2118 Pioneer Ln - Lot 2, Block 5, Windmill Acres
Addition Unit No. 2, Section 152, Block 2, AB&M
Survey, Potter County, Texas.

Parcel # 086-4520-1045

Scale: 1" = 400'
Date: 12-19-16
Vicinity: Pioneer Ln and Osage St



AP: O-15

A



Amarillo City Council Agenda Transmittal Memo



Meeting Date	1/24/17	Council Priority	Infrastructure
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Department	Facilities 1252
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Agenda Caption

Award – Demolition and Debris Removal of a City Owned Buildings Located at 702 & 708 South Lincoln to WSCA Inc. for \$58,639.00

Agenda Item Summary

Requested Action

Approval and Award of Bid

Funding Summary

Account # 411000.17400.1060 Balance \$1,097,114.48

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the award of the Demolition and Debris Removal of a City Owned Buildings Located at 702 & 708 South Lincoln to the low bidder WSCA Inc. for \$58,639.00

Bid No. 5636 Demolition and Debris Removal for 702 & 708 S Lincoln
 Opened 4:00 p.m., December 29, 2016

To be awarded as one lot	WSCA Inc	Lloyd D. Nabors Demolition LLC	Howell Sand Co Inc	Tactical Demolition	Intercon Environmental Inc	Hunter Demolition & Wrecking Corp
Line 1 Furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus and whatever else may be necessary to complete all work covered by this proposal within the time stated, per specifications						
1 each						
Unit Price	\$58,639.000	\$59,500.00	\$66,460.000	\$93,600.00	\$95,718.00	\$136,800.00
Extended Price	58,639.00	59,500.00	66,460.00	93,600.00	95,718.00	136,800.00
Bid Total	58,639.00	59,500.00	66,460.00	93,600.00	95,718.00	136,800.00
Award to Vendor	58,639.00					



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 24, 2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
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Agenda Caption

Award of Contract – JOB # 521634: Agreement for Construction Services in the amount of \$1,908,878.00 with L.A. Fuller & Sons Construction for the construction of water wells, pipelines, well access road culvert/bridge and appurtenances in Potter and Carson Counties well fields.

Agenda Item Summary

Award of Contract – Construction of a 12” water collection pipeline (approximately 3 miles), pumps and well appurtenances, and roadways in the NE Carson County Well Field located approximately 25 miles northeast of Amarillo, Texas. In addition, L.A. Fuller & Sons Construction will also provide construction services for a well access road culvert/bridge located in Section 15, Block 1, SK&K Survey in Potter County Texas. The construction proposed by this Contract will aid in the quantification of ground water availability. This will provide additional water supply to the City of Amarillo.

Requested Action

Consider and approval of the Contract.

Funding Summary

Funding is from 521634.1740.1050

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

PURCHASING DEPARTMENT

BID EVALUATION AND RECOMMENDATION FORM

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

DATE January 24, 2017

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

BID ITEM Project # 521634: NE Carson County Wells 664 & 665

BID NO. 5612

DEPARTMENT CAPITAL PROJECTS & DEVELOPMENT ENGINEERING

DEPARTMENT HEAD APPROVAL [Signature] DATE 1-11-17

DIVISION DIRECTOR APPROVAL [Signature] DATE 1/13/17

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

1. ITEM USE; PROJECT DESCRIPTION:

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

Construction of a 12" water collection pipeline (approximately 3 miles), pumps and well appurtenances, and roadways in the NE Carson County Well Field located approximately 25 miles northeast of Amarillo, Texas. In addition, L.A. Fuller & Sons Construction will also provide construction services for a well access road culvert/bridge located in Section 15, Block 1, SK&K Survey in Potter County Texas. The construction proposed by this Contract will aid in the quantification of ground water availability. This will provide additional water supply to the City of Amarillo.

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

N/A

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

Project site map is attached.

2. BID EVALUATION; RECOMMENDATION:

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

L.A. Fuller & Sons Construction \$1,908,878.00

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

Yes

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

Yes

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

N/A

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

N/A

3. **FUNDING SOURCE:**

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

JOB # 521634: NE Carson County Wells 664 & 665 - City Funding

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

521634.17400.1050 Account Balance is \$2,200,000.00

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

Bid Amount JOB # 521634 is \$1,908,878.00 vs. Estimate is \$2,141,203.00

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

JOB # 521634 was set up on October 1, 2012

THE CITY OF AMARILLO, TEXAS
NE CARSON COUNTY WELLS 664 & 665:
JOB # 521634.17400.1050
BID # 5612

BIDDERS	ADDENDUM				
	1	2	3	4	
Amarillo Utility Contractors, Inc.	X	X			\$ 2,082,405.75
L.A. Fuller & Sons Construction	X	X			*\$ 1,908,878.00
Williams Ditching, LLC	X	X			\$1,926,723.72
West Texas Utility Contractors, Inc.	X	X			\$ 2,498,569.50
CP&DE COST ESTIMATE					\$2,141,203.00

***DENOTES LOWEST BIDDER**



 <small>4803 S. Taylor St., Suite 1403 Amarillo, Texas 79101 T. 806-335-1600 F. 806-335-1622 www.ksaeng.com</small>	LATEST REVISION 12/16/2015	CITY OF AMARILLO NE CARSON COUNTY WELLS 664 & 665 PIPELINE & WELL APPURTENANCES	EXHIBIT A PROJECT LAYOUT
	KSA JOB NUMBER AMA_043		

Amarillo City Council Agenda Transmittal Memo



2

Meeting Date	January 24,2017	Council Priority	N/A
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Department	Police and Airport Police
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Agenda Caption

Award Police and Airport Police and Uniforms Supply Agreement

Award to Nardis for a total amount of \$93,209.90

This award is to approve a contract for the purchase of Amarillo Police and Airport Police Uniforms Supply Agreement

Agenda Item Summary

Award Amarillo Police and Airport Police Uniforms Supply Agreement

Requested Action

Consider approval and award for the Amarillo Police and Airport Police Uniforms Supply Agreement

Funding Summary

Funding for this award is available in the department Quartermaster Inventory Account 1000.15360

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 39 Blauer 8450, size 17.5x32/33 long
sleeve shirt, dk navy, per specifications

6 ea

Unit Price

\$77.250

\$87.500

Extended Price

463.50

525.00

Line 40 Blauer 8450, size 17.5x34/35 long
sleeve shirt, dk navy, per specifications

15 ea

Unit Price

\$77.250

\$87.500

Extended Price

1,158.75

1,312.50

Line 41 Blauer 8450, size 17.5x36/37 long
sleeve shirt, dk navy, per specifications

27 ea

Unit Price

\$77.250

\$87.500

Extended Price

2,085.75

2,362.50

Line 42 Blauer 8450, size 17.5x38/39 long
sleeve shirt, dk navy, per specifications

12 ea

Unit Price

\$77.250

\$87.500

Extended Price

927.00

1,050.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 43 Blauer 8450, size 18x32/33 long
sleeve shirt, dk navy, per specifications

3 ea

Unit Price

\$77.250

\$87.500

Extended Price

231.75

262.50

Line 44 Blauer 8450, size 18x34/35 long
sleeve shirt, dk navy, per specifications

12 ea

Unit Price

\$77.250

\$87.500

Extended Price

927.00

1,050.00

Line 45 Blauer 8450, size 18x36/37 long
sleeve shirt, dk navy, per specifications

6 ea

Unit Price

\$77.250

\$87.500

Extended Price

463.50

525.00

Line 46 Blauer 8450, size 18.5x32/33 long
sleeve shirt, dk navy, per specifications

3 ea

Unit Price

\$77.250

\$87.500

Extended Price

231.75

262.50

MILLER UNIFORMS &
EMBLEMS INC

NARDIS

To be awarded as one lot

Line 102 Blauer 8565 cargo, size 16
unfinshed hem, dk navy, per
specifications
3 ea
Unit Price \$84.750 \$99.500
Extended Price 254.25 298.50

Line 103 Blauer 8565 cargo, size 18
unfinshed hem, dk navy, per
specifications
3 ea
Unit Price \$84.750 \$99.500
Extended Price 254.25 298.50

Line 104 Blauer 8565 cargo, size 20
unfinshed hem, dk navy, per
specifications
3 ea
Unit Price \$84.750 \$99.500
Extended Price 254.25 298.50

Bid Total 93,209.90 106,508.85

Award by Vendor 93,209.90

Bid No. 5604 AMARILLO AND AIRPORT POLICE UNIFORMS-SUPPLY AGREEMENT
 Opened 4:00 p.m. December 8, 2016

To be awarded as one lot	NARDIS	MILLER UNIFORMS & EMBLEMS INC
Line 1 Blauer 8560, size 28, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 3 ea	Unit Price \$81.990 Extended Price 245.97	Unit Price \$89.500 Extended Price 268.50
Line 2 Blauer 8560, size 30, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 6 ea	Unit Price \$81.990 Extended Price 491.94	Unit Price \$89.500 Extended Price 537.00
Line 3 Blauer 8560, size 31, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 6 ea	Unit Price \$81.990 Extended Price 491.94	Unit Price \$89.500 Extended Price 537.00
Line 4 Blauer 8560, size 32, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 9 ea	Unit Price \$81.990 Extended Price 737.91	Unit Price \$89.500 Extended Price 805.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 5 Blauer 8560, size 33, DK navy 4-pkt
pant w/1 "tuxedo strip, per
specifications

9 ea

Unit Price

\$81.990

\$89.500

Extended Price

737.91

805.50

Line 6 Blauer 8560, size 34, DK navy 4-pkt
pant w/1 "tuxedo strip, per
specifications

30 ea

Unit Price

\$81.990

\$89.500

Extended Price

2,459.70

2,685.00

Line 7 Blauer 8560, size 35, DK navy 4-pkt
pant w/1 "tuxedo strip, per
specifications

21 ea

Unit Price

\$81.990

\$89.500

Extended Price

1,721.79

1,879.50

Line 8 Blauer 8560, size 36, DK navy 4-pkt
pant w/1 "tuxedo strip, per
specifications

24 ea

Unit Price

\$81.990

\$89.500

Extended Price

1,967.76

2,148.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot	NARDIS	
Line 9 Blauer 8560, size 37, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 15 ea Unit Price Extended Price	\$81.990 1,229.85	\$89.500 1,342.50
Line 10 Blauer 8560, size 38, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 18 ea Unit Price Extended Price	\$81.990 1,475.82	\$89.500 1,611.00
Line 11 Blauer 8560, size 40, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 9 ea Unit Price Extended Price	\$81.990 737.91	\$89.500 805.50
Line 12 Blauer 8560, size 42, DK navy 4-pkt pant w/1 "tuxedo strip, per specifications 6 ea Unit Price Extended Price	\$81.990 491.94	\$89.500 537.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot	NARDIS	
Line 13 Blauer 8560, size 44, DK navy 4- pkt pant w/1 "tuxedo strip, per specifications 6 ea	\$81.990	491.94
Unit Price	\$89.500	537.00
Extended Price		
Line 14 Blauer 8460, size 14/14.5 ss shirt, dk navy, per specifications 9 ea	\$69.000	621.00
Unit Price	\$79.500	715.50
Extended Price		
Line 15 Blauer 8460, size 15/15.5 ss shirt, dk navy, per specifications 24 ea	\$69.000	1,656.00
Unit Price	\$79.500	1,908.00
Extended Price		
Line 16 Blauer 8460, size 16/16.5 ss shirt, dk navy, per specifications 60 ea	\$69.000	4,140.00
Unit Price	\$79.500	4,770.00
Extended Price		
Line 17 Blauer 8460, size 17/17.5 ss shirt, dk navy, per specifications 65 ea	\$69.000	4,485.00
Unit Price	\$79.500	5,167.50
Extended Price		

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 18 Blauer 8460, size 18/18.5 ss shirt,
dk navy, per specifications

21 ea

Unit Price

\$79.500

Extended Price

1,669.50

\$69.000

1,449.00

Line 19 Blauer 8460, size 19/19.5 ss shirt,
dk navy, per specifications

12 ea

Unit Price

\$79.500

Extended Price

954.00

\$69.000

828.00

Line 20 Blauer 8460, size 20 ss shirt, dk
navy, per specifications

6 ea

Unit Price

\$100.350

Extended Price

602.10

\$69.000

414.00

Line 21 Blauer 8450, size 14.5x32/33 long
sleeve shirt, dk navy, per specifications

12 ea

Unit Price

\$87.500

Extended Price

1,050.00

\$77.250

927.00

Line 22 Blauer 8450, size 14.5x34/35 long
sleeve shirt, dk navy, per specifications

12 ea

Unit Price

\$87.500

Extended Price

1,050.00

\$77.250

927.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 23 Blauer 8450, size 15x32/33 long
sleeve shirt, dk navy, per specifications
6 ea

Unit Price	\$77.250	\$87.500
Extended Price	463.50	525.00

Line 24 Blauer 8450, size 15x34/35 long
sleeve shirt, dk navy, per specifications
12 ea

Unit Price	\$77.250	\$87.500
Extended Price	927.00	1,050.00

Line 25 Blauer 8450, size 15x36/37 long
sleeve shirt, dk navy, per specifications
6 ea

Unit Price	\$77.250	\$87.500
Extended Price	463.50	525.00

Line 26 Blauer 8450, size 15x32/33 long
sleeve shirt, dk navy, per specifications
3 ea

Unit Price	\$77.250	\$87.500
Extended Price	231.75	262.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 27 Blauer 8450, size 15.5x34/35 long
sleeve shirt, dk navy, per specifications
18 ea

Unit Price	\$77.250	\$87.500
Extended Price	1,390.50	1,575.00

Line 28 Blauer 8450, size 15.5x36/37 long
sleeve shirt, dk navy, per specifications
15 ea

Unit Price	\$77.250	\$87.500
Extended Price	1,158.75	1,312.50

Line 29 Blauer 8450, size 16x31/33 long
sleeve shirt, dk navy, per specifications
6 ea

Unit Price	\$77.250	\$87.500
Extended Price	463.50	525.00

Line 30 Blauer 8450, size 16x34/35 long
sleeve shirt, dk navy, per specifications
15 ea

Unit Price	\$77.250	\$87.500
Extended Price	1,158.75	1,312.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot	NARDIS	
Line 31 Blauer 8450, size 16x36/37 long sleeve shirt, dk navy, per specifications 12 ea		
Unit Price	\$77.250	\$87.500
Extended Price	927.00	1,050.00
Line 32 Blauer 8450, size 16.5x32/33 long sleeve shirt, dk navy, per specifications 9 ea		
Unit Price	\$77.250	\$87.500
Extended Price	695.25	787.50
Line 33 Blauer 8450, size 16.5x34/35 long sleeve shirt, dk navy, per specifications 18 ea		
Unit Price	\$77.250	\$87.500
Extended Price	1,390.50	1,575.00
Line 34 Blauer 8450, size 16.5x36/37 long sleeve shirt, dk navy, per specifications 12 ea		
Unit Price	\$77.250	\$87.500
Extended Price	927.00	1,050.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 35 Blauer 8450, size 17x32/33 long
sleeve shirt, dk navy, per specifications

6 ea

Unit Price

\$77.250

\$87.500

Extended Price

463.50

525.00

Line 36 Blauer 8450, size 17x34/35 long
sleeve shirt, dk navy, per specifications

21 ea

Unit Price

\$77.250

\$87.500

Extended Price

1,622.25

1,837.50

Line 37 Blauer 8450, size 17x36/37 long
sleeve shirt, dk navy, per specifications

6 ea

Unit Price

\$77.250

\$87.500

Extended Price

463.50

525.00

Line 38 Blauer 8450, size 17x38/39 long
sleeve shirt, dk navy, per specifications

6 ea

Unit Price

\$77.250

\$87.500

Extended Price

463.50

525.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 47 Blauer 8450, size 18.5x34/35 long
sleeve shirt, dk navy, per specifications

9 ea

Unit Price

\$77.250

\$87.500

Extended Price

695.25

787.50

Line 48 Blauer 8450, size 18.5x36/37 long
sleeve shirt, dk navy, per specifications

12 ea

Unit Price

\$77.250

\$87.500

Extended Price

927.00

1,050.00

Line 49 Blauer 8450, size 18.5x38/39 long
sleeve shirt, dk navy, per specifications

15 ea

Unit Price

\$77.250

\$87.500

Extended Price

1,158.75

1,312.50

Line 50 Blauer 8450, size 19.5x34/35 long
sleeve shirt, dk navy, per specifications

3 ea

Unit Price

\$77.250

\$87.500

Extended Price

231.75

262.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 51 Blauer 8450, size 19.5x36/37 long
sleeve shirt, dk navy, per specifications

9 ea			
Unit Price	\$77.250	695.25	\$87.500
Extended Price			787.50

Line 52 Neck tie, navy, clip style, 18", 20"
and 22", per specifications

75 ea			
Unit Price	\$6.000	450.00	\$6.950
Extended Price			521.25

Line 53 Keystone hat size 6 1/2 dark navy
blue, per specifications

2 ea			
Unit Price	\$49.000	98.00	\$55.000
Extended Price			110.00

Line 54 Keystone hat size 6 3/4 dark navy
blue, per specifications

2 ea			
Unit Price	\$49.000	98.00	\$55.000
Extended Price			110.00

Line 55 Keystone hat size 6 7/8 dark navy
blue, per specifications

2 ea			
Unit Price	\$49.000	98.00	\$55.000
Extended Price			110.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 56 Keystone hat size 7 dark navy blue, per specifications 5 ea			
Unit Price	\$49.000	\$55.000	275.00
Extended Price	245.00		

Line 57 Keystone hat size 7 1/8 dark navy blue, per specifications 9 ea			
Unit Price	\$49.000	\$55.000	495.00
Extended Price	441.00		

Line 58 Keystone hat size 7 1/4 dark navy blue, per specifications 15 ea			
Unit Price	\$49.000	\$55.000	825.00
Extended Price	735.00		

Line 59 Keystone hat size 7 3/8 dark navy blue, per specifications 6 ea			
Unit Price	\$49.000	\$55.000	330.00
Extended Price	294.00		

Line 60 Keystone hat size 7 1/2 dark navy blue, per specifications 6 ea			
Unit Price	\$49.000	\$55.000	330.00
Extended Price	294.00		

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 61 Keystone hat size 7 5/8 dark
navy blue, per specifications
6 ea

Unit Price	\$49.000	\$55.000	330.00
Extended Price	294.00		

Line 62 Keystone hat size 7 3/4 dark
navy blue, per specifications
6 ea

Unit Price	\$49.000	\$55.000	330.00
Extended Price	294.00		

Line 63 Blauer 160 skull cap, black 1/2"
embroidered white "POLICE", per
specifications
60 ea

Unit Price	\$24.000	\$29.500	1,770.00
Extended Price	1,440.00		

Line 64 Blauer 8560W, size 4, dk navy 4-
pkt pant W/1" tuxedo strip, per
specifications
3 ea

Unit Price	\$81.990	\$89.500	268.50
Extended Price	245.97		

MILLER UNIFORMS &
EMBLEMS INC

NARDIS

To be awarded as one lot

Line 65 Blauer 8560W, size 6, dk navy 4-
pkt pant W/1" tuxdeo strip, per
specifications

3 ea

Unit Price

\$81.990

\$89.500

Extended Price

245.97

268.50

Line 66 Blauer 8560W, size 8, dk navy 4-
pkt pant W/1" tuxdeo strip, per
specifications

3 ea

Unit Price

\$81.990

\$89.500

Extended Price

245.97

268.50

Line 67 Blauer 8560W, size 10, dk navy 4-
pkt pant W/1" tuxdeo strip, per
specifications

3 ea

Unit Price

\$81.990

\$89.500

Extended Price

245.97

268.50

Line 68 Blauer 8560W, size 12, dk navy 4-
pkt pant W/1" tuxdeo strip, per
specifications

6 ea

Unit Price

\$81.990

\$89.500

Extended Price

491.94

537.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 69 Blauer 8560W, size 14, dk navy 4-
pkt pant W/1" tuxedo strip, per
specifications

3 ea

Unit Price

\$81.990

\$89.500

Extended Price

245.97

268.50

Line 70 Blauer 8560W, size 16, dk navy 4-
pkt pant W/1" tuxedo strip, per
specifications

2 ea

Unit Price

\$81.990

\$89.500

Extended Price

163.98

179.00

Line 71 Blauer 8460W, size 34, dk navy ss
shirt, per specifications

9 ea

Unit Price

\$69.000

\$79.500

Extended Price

621.00

715.50

Line 72 Blauer 8460W, size 36, dk navy ss
shirt, per specifications

3 ea

Unit Price

\$69.000

\$79.500

Extended Price

207.00

238.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 73 Blauer 8460W, size 38, dk navy ss
shirt, per specifications
3 ea

Unit Price	\$69.000	\$79.500
Extended Price	207.00	238.50

Line 74 Blauer 8460W, size 42, dk navy ss
shirt, per specifications
6 ea

Unit Price	\$69.000	\$79.500
Extended Price	414.00	477.00

Line 75 Blauer 8460W, size 40, dk navy ss
shirt, per specifications
3 ea

Unit Price	\$69.000	\$79.500
Extended Price	207.00	238.50

Line 76 Blauer 8450W, size 34, dk navy ls
shirt, per specifications
3 ea

Unit Price	\$77.250	\$87.500
Extended Price	231.75	262.50

Line 77 Blauer 8450W, size 36, dk navy ls
shirt, per specifications
12 ea

Unit Price	\$77.250	\$87.500
Extended Price	927.00	1,050.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 78 Blauer 8450W, size 38, dk navy ls
shirt, per specifications
3 ea
Unit Price \$77.250 \$87.500
Extended Price 231.75 262.50

Line 79 Blauer 8450W, size 40, dk navy ls
shirt, per specifications
3 ea
Unit Price \$77.250 \$87.500
Extended Price 231.75 262.50

Line 80 Blauer 8450W, size 42, dk navy ls
shirt, per specifications
6 ea
Unit Price \$77.250 \$87.500
Extended Price 463.50 525.00

Line 81 Blauer 339p traffic vest, per
specifications
30 ea
Unit Price \$53.200 \$53.900
Extended Price 1,596.00 1,617.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot	NARDIS	
Line 82 Blauer 8565 cargo, size 28 unfinished hem, dk navy, per specifications 3 ea		
Unit Price	\$84.750	\$99.500
Extended Price	254.25	298.50
Line 83 Blauer 8565 cargo, size 30 unfinished hem, dk navy, per specifications 9 ea		
Unit Price	\$84.750	\$99.500
Extended Price	762.75	895.50
Line 84 Blauer 8565 cargo, size 31 unfinished hem, dk navy, per specifications 12 ea		
Unit Price	\$84.750	\$99.500
Extended Price	1,017.00	1,194.00
Line 85 Blauer 8565 cargo, size 32 unfinished hem, dk navy, per specifications 21 ea		
Unit Price	\$84.750	\$99.500
Extended Price	1,779.75	2,089.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot	NARDIS	
Line 86 Blauer 8565 cargo, size 33 unfiinshed hem, dk navy, per specifications 24 ea		
Unit Price	\$84.750	\$99.500
Extended Price	2,034.00	2,388.00
Line 87 Blauer 8565 cargo, size 34 unfiinshed hem, dk navy, per specifications 50 ea		
Unit Price	\$84.750	\$99.500
Extended Price	4,237.50	4,975.00
Line 88 Blauer 8565 cargo, size 35 unfiinshed hem, dk navy, per specifications 24 ea		
Unit Price	\$84.750	\$99.500
Extended Price	2,034.00	2,388.00
Line 89 Blauer 8565 cargo, size 36 unfiinshed hem, dk navy, per specifications 40 ea		
Unit Price	\$84.750	\$99.500
Extended Price	3,390.00	3,980.00

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 90 Blauer 8565 cargo, size 37
unfinshed hem, dk navy, per
specifications
24 ea
Unit Price \$84.750 \$99.500
Extended Price 2,034.00 2,388.00

Line 91 Blauer 8565 cargo, size 38
unfinshed hem, dk navy, per
specifications
42 ea
Unit Price \$84.750 \$99.500
Extended Price 3,559.50 4,179.00

Line 92 Blauer 8565 cargo, size 40
unfinshed hem, dk navy, per
specifications
42 ea
Unit Price \$84.750 \$99.500
Extended Price 3,559.50 4,179.00

Line 93 Blauer 8565 cargo, size 42
unfinshed hem, dk navy, per
specifications
9 ea
Unit Price \$84.750 \$99.500
Extended Price 762.75 895.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 94 Blauer 8565 cargo, size 44
unfinshed hem, dk navy, per
specifications

6 ea

Unit Price

\$84.750

\$99.500

Extended Price

508.50

597.00

Line 95 Blauer 8565 cargo, size 46
unfinshed hem, dk navy, per
specifications

6 ea

Unit Price

\$84.750

\$99.500

Extended Price

508.50

597.00

Line 96 Blauer 8565 cargo, size 48
unfinshed hem, dk navy, per
specifications

7 ea

Unit Price

\$84.750

\$99.500

Extended Price

593.25

696.50

Line 97 Blauer 8565 cargo, size 6
unfinshed hem, dk navy, per
specifications

3 ea

Unit Price

\$84.750

\$99.500

Extended Price

254.25

298.50

MILLER UNIFORMS &
EMBLEMS INC

To be awarded as one lot

NARDIS

Line 98 Blauer 8565 cargo, size 8
unfiinished hem, dk navy, per
specifications
3 ea
Unit Price \$84.750 \$99.500
Extended Price 254.25 298.50

Line 99 Blauer 8565 cargo, size 10
unfiinished hem, dk navy, per
specifications
3 ea
Unit Price \$84.750 \$99.500
Extended Price 254.25 298.50

Line 100 Blauer 8565 cargo, size 12
unfiinished hem, dk navy, per
specifications
3 ea
Unit Price \$84.750 \$99.500
Extended Price 254.25 298.50

Line 101 Blauer 8565 cargo, size 14
unfiinished hem, dk navy, per
specifications
3 ea
Unit Price \$84.750 \$99.500
Extended Price 254.25 298.50

D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	1/24/2017	Council Priority	
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Department	Health Plan Administration
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Agenda Caption

Approval – Stop Loss Insurance Policy Renewal:
 QBE insurance Corporation through Maxor Administrative Services - \$309,319.46
 This is the annual renewal for the stop loss policy, through QBE A&H. This policy provides protection in the event the health plan has a large claimant with \$750,000 or more in medical claims.

Agenda Item Summary

This is the annual renewal for the stop loss policy, through QBE A&H. This policy provides protection in the event the health plan has a large claimant with \$750,000 or more in medical claims.

Requested Action

Review and approve

Funding Summary

The premium will be allocated in the fund 64100.71100. The monthly premium has been budgeted.

Community Engagement Summary

Not applicable

Staff Recommendation

To approve the renewal and continue the health plan's protection.

Memo

To: Bob Cowell, Interim City Manager
CC: Michelle Bonner, Assistant City Manager of Financial Services
Laura Storrs, Director of Finance
From: Hector Mendoza, Health Plan Administrator
Date: 1/17/17
Re: Renewal with QBE for Stop-loss Insurance Services

Attached to this memo for your signature is the renewal with QBE for Stop-Loss Insurance service. With the assistance of our health plan consultants, the City was able to obtain a renewal with minimal increase to the premium.

The group deductible remains at the same level of \$750,000. Effective 01/01/2017, the individual rate will now be \$6.23 per single enrolled employee. The family rate will now be \$17.40 per dependent enrolled employee. Based on census data, the City can expect to experience the following premiums:

- Single – 934 employees enrolled in single coverage for an approximate monthly payment of \$5,818.82, which is a 5.4% increase from last year's amount of \$5,520.56
- Family – 1147 employees enrolled in dependent coverage for an approximate monthly payment of \$19,957.80, which is a 1.3% increase from last year's amount of \$19,693.61.
- Monthly - the approximate monthly premium will be \$25,776.62 which is a 2.2% increase from last year's amount of \$25,214.00.
- Yearly - the overall yearly premium amount for coverage is expected to be \$309,319.44, which is a 2.2% from last year's amount of \$302,568.00

Thank you for your continued support of the City's health plan and the Health Plan Administration Department.



Group: City of Amarillo
 Proposal: 12/20/2016 Valid Thru: 01/10/2017
 Effective: 01/01/2017 Expiration: 12/31/2017
 Underwriter: Jonathan Nanson
 Email: Jonathan.Nanson@us.qbe.com
 Proposal #: 139404

Issuing Carrier: QBE Insurance Corporation

INDIVIDUAL EXCESS LOSS COVERAGE

<input checked="" type="checkbox"/> Specific Advancement Coverages	Option 1		Option 2		Option 3	
	Medical, Rx Card		Medical, Rx Card		Medical, Rx Card	
Contract Type	24/12		24/12		24/12	
Annual Specific Deductible per Individual	\$	750,000	\$	600,000	\$	500,000
Annual Maximum	Unlimited		Unlimited		Unlimited	
Lifetime Maximum	Unlimited		Unlimited		Unlimited	
Rate Per Month	<u>Enrollment</u>					
Single	982	\$ 6.23	\$ 8.85	\$ 11.51		
Family	1,186	\$ 17.40	\$ 25.97	\$ 34.73		
Composite	2,168	\$ 12.34	\$ 18.21	\$ 24.21		
Estimated Monthly Premium	\$	26,754	\$ 39,491	\$ 52,493		
Estimated Annual Premium	\$	321,051	\$ 473,893	\$ 629,911		
Rate(s) includes Commissions of	0.00%		0.00%		0.00%	

This is a TENTATIVE quote based upon the information furnished in the Request for Proposal. Material deviations from any of the original information that was submitted to us may result in a change to the quoted Rates and/or Factors or withdrawal of the proposal. QBE A&H will not be bound by any typographical errors or omissions contained herein.

Quoted terms and conditions are subject to possible revision based upon receipt and review of the requirements listed below:

STANDARD CONDITIONS

Disclosure shall include the following:

Updated shock loss information to include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of 50% of the specific deductible and/or anyone who has exceeded a lifetime plan benefit of \$500,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Known claimants currently under Case Management, regardless of claim dollar amount must be disclosed. Please refer to our Potentially Catastrophic Loss List (found on our website at www.qbeah.com), which provides examples of some, but not all, types of shock losses.

A completed and signed Plan Sponsor Disclosure Statement is required on new accounts.

Final paid claims and enrollment through the effective date.

A complete copy of the Policyholder's Plan Document including all current Plan Amendments to confirm that the document is reflective of the Schedule of Benefits submitted during the underwriting process and contains QBE A&H's MINIMUM Plan Document assumptions.

The selected TPA assigned to administer all claims. The TPA is subject to approval by QBE A&H.

A complete census clearly illustrating all Cobra and/or Retirees to be covered. If they are not indicated on the census, the proposal assumes there are none covered under the plan. If retirees are eligible, this must be clearly stated in the RFP submission.

Final Rates and Factors will be based upon the actual enrollment census as of the requested Effective Date. In the event there is a greater than 10% change in enrollment between the submitted initial enrollment date and the final enrollment data, rates and factors may be recalculated.

A minimum participation level of 75% of all eligible employees is required unless otherwise noted.

ADDITIONAL CONDITIONS SPECIALLY PREPARED FOR: CITY OF AMARILLO

Our Rates & Factors are firm, final and locked-in with a commitment from the group by 12/28/16. After this time we reserve the right to re-review updated claims.

Quote assumes the use of the following PPO Network(s): Aetna.

Quote assumes the use of the following UR Vendors: Aetna.

PROPOSAL ACCEPTANCE PROCEDURES

1. Identify the option sold in the space provided below. Date and sign the proposal.
2. Satisfy all the terms and conditions of this proposal as listed above.
3. Submit completed and signed disclosure & binder premium.

Initial next to the selected proposal option:	Option 1	Option 2	Option 3
Specific			
Aggregate	N/A	N/A	N/A

The Premium and Aggregate Deductible are based on the data submitted.

Date: _____ By: _____
Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

E



Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 24, 2017	Council Priority	
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Department	Public Health
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Agenda Caption

Acceptance – ICDU/SUR (Epidemiology) Grant

Grant Amount : \$165,000

FY18 - \$82,500

FY19 - \$82,500

Grantor: Texas Department of State Health Services

This item accepts the two year award from the Texas Department of State Health Services from September 1, 2017 thru August 31, 2019 to continue funding supporting one (1) full time Epidemiologist. The Epidemiologist supports all aspects of public health by providing disease surveillance, investigation, and reporting along with data analysis.

Agenda Item Summary

Contractor shall continue to provide epidemiologic services.

Requested Action

Accept grant award.

Funding Summary

Texas Department of State Health Services.

Community Engagement Summary

City Manager Recommendation

Staff recommend acceptance of this grant.



CONTRACTOR INFORMATION																			
1) LEGAL BUSINESS NAME: City of Amarillo Department of Public Health																			
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): Check if address change <input type="checkbox"/> 1000 Martin Rd, Amarillo TX 79107																			
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): Check if address change <input type="checkbox"/> City of Amarillo PO 1971, Amarillo, TX 79105																			
4) DUNS Number (9-digit) required if receiving federal funds: 065032807																			
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit): 17560004446014																			
<small>*The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</small>																			
6) TYPE OF ENTITY (check all that apply):																			
<table style="width:100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> City</td> <td><input type="checkbox"/> Nonprofit Organization*</td> <td><input type="checkbox"/> Individual</td> </tr> <tr> <td><input type="checkbox"/> County</td> <td><input type="checkbox"/> For Profit Organization*</td> <td><input type="checkbox"/> Federally Qualified Health Centers</td> </tr> <tr> <td><input type="checkbox"/> Other Political Subdivision</td> <td><input type="checkbox"/> HUB Certified</td> <td><input type="checkbox"/> State Controlled Institution of Higher Learning</td> </tr> <tr> <td><input type="checkbox"/> State Agency</td> <td><input type="checkbox"/> Community-Based Organization</td> <td><input type="checkbox"/> Hospital</td> </tr> <tr> <td><input type="checkbox"/> Indian Tribe</td> <td><input type="checkbox"/> Minority Organization</td> <td><input type="checkbox"/> Private</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Faith Based (Nonprofit Org)</td> <td><input type="checkbox"/> Other (specify): _____</td> </tr> </table>		<input checked="" type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> Federally Qualified Health Centers	<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning	<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private		<input type="checkbox"/> Faith Based (Nonprofit Org)	<input type="checkbox"/> Other (specify): _____
<input checked="" type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual																	
<input type="checkbox"/> County	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> Federally Qualified Health Centers																	
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning																	
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital																	
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private																	
	<input type="checkbox"/> Faith Based (Nonprofit Org)	<input type="checkbox"/> Other (specify): _____																	
<small>*If incorporated, provide 10-digit charter number assigned by Secretary of State: _____</small>																			
7) PROPOSED BUDGET PERIOD: Start Date: Sept 1, 2017 End Date: Aug 31, 2019																			
8) COUNTIES SERVED BY PROJECT: Potter and Randall																			
9) AMOUNT OF FUNDING REQUESTED: 165,000	11) PROJECT CONTACT PERSON																		
10) PROJECTED EXPENDITURES Does respondent's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for respondent's <u>current fiscal year</u> (excluding amount requested in line 9 above)? ** Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <small>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</small>	Name: Casie Stoughton Phone: 806.378.6320 Fax: 806.378.6307 Email: casie.stoughton@amarillo.gov																		
	12) FINANCIAL OFFICER Name: Michelle Bonner Phone: 806.378.4209 Fax: 806.378.9394 Email: michelle.bonner@amarillo.gov																		
<small>The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in DSHS Assurances and Certifications. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.</small>																			
13) AUTHORIZED REPRESENTATIVE Check if change <input type="checkbox"/>	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE																		
Name: Bob Cowell Title: Interim City Manager Phone: 806.378.3012 Fax: Email: Bob.cowell@amarillo.gov	15) DATE																		

CONTACT PERSON INFORMATION

Legal Business

Name of Contractor City of Amarillo Department of Public Health

*This form provides information about the appropriate contacts in the respondent's organization in addition to those on FORM A: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit. **Please provide at least one (1) Emergency Contact as noted below.***

Emergency Contact:	Casie Stoughton	Mailing Address (incl. street, city, county, state, & zip):
Title:	Director of Public Health	1000 Martin Rd
Phone:	806.378.6320	Amarillo, TX 79107
Fax:	806.378.6307	
Email:	Casie.stoughton@amarillo.go	
Contact:	Carol Hill	Mailing Address (incl. street, city, county, state, & zip):
Title:	Communicable Disease	1000 Martin Rd
Phone:	806.378.6327	Amarillo, TX 79107
Fax:	806.378.6306	
Email:	Carol.hill@amarillo.gov	
Contact:	Matthew Poston	Mailing Address (incl. street, city, county, state, & zip):
Title:	Grants Manager	PO Box 1971
Phone:	806.378.6309	Amarillo, TX 79107
Fax:	806.378.3093	
Email:	Matthew.poston@amarillo.gov	
Contact:	Joe Mike Briseno	Mailing Address (incl. street, city, county, state, & zip):
Title:	Administrative Tech	1000 Martin Rd
Phone:	806.378.6322	Amarillo, TX 79107
Fax:	806.378.6307	
Email:	Joemike.briseno@amarillo.go	
Contact:	Kevin Starbuck	Mailing Address (incl. street, city, county, state, & zip):
Title:	Assistant City Manager	PO Box 1971
Phone:	806.378.3077	Amarillo, TX 79107
Fax:		
Email:	Kevin.starbuck@amarillo.gov	

INSTRUCTIONS

This form provides basic information about the Contractor and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. Please follow the instructions below to complete the form and return to the Contractor Management Unit.

- 1) **LEGAL BUSINESS NAME** - Enter the legal name of the respondent.
- 2) **MAILING ADDRESS INFORMATION** - Enter the respondent's complete physical address and mailing address, city, county, state, and 9-digit zip code.
- 3) **PAYEE NAME AND MAILING ADDRESS** - Payee – Entity involved in a contractual relationship with respondent to receive payment for services rendered by respondent and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address, including 9-digit zip code, if PAYEE is different from the respondent. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 4) **DUNS Number** – 9- digit Dun and Bradstreet Data Universal Numbering System (DUNS) number. . This number is required if receiving **ANY** federal funds and can be obtained at: <http://fedgov.dnb.com/webform>
- 5) **FEDERAL TAX ID or STATE OF TEXAS COMPTROLLER VENDOR ID NUMBER OR SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Texas Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The respondent acknowledges, understands and agrees the respondent's choice to use a social security number as its vendor identification number for the contract, may result in the social security number being made public via state open records requests.
- 6) **TYPE OF ENTITY** - **Check the type of entity as defined by the Secretary of State at <http://www.sos.state.tx.us/corp/businessstructure.shtml> and/or the Texas State Comptroller at https://fm.xcpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.**

Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)

State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii

Institutions of higher education as defined by §61.003 of the Education Code.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this contract.
- 8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.
- 10) **PROJECTED EXPENDITURES** - If respondent's projected federal expenditures exceed \$500,000 or its projected state expenditures exceed \$500,000 for respondent's current fiscal year, respondent must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the respondent. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the respondent must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.

CONTACT PERSON INFORMATION INSTRUCTIONS

Please provide at least one (1) Emergency Contact.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

City of Amarillo Department of Public Health

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$101,501	\$101,501	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$39,585	\$39,585	\$0	\$0	\$0	\$0
C. Travel	\$7,063	\$7,063	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$500	\$500	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$6,000	\$6,000	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$154,649	\$154,649	\$0	\$0	\$0	\$0
I. Indirect Costs	\$14,560	\$10,351	\$0	\$0	\$4,209	\$0
J. Total (Sum of H and I)	\$169,209	\$165,000	\$0	\$0	\$4,209	\$0
K. Program Income - Projected Earnings	\$0	\$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
Personnel	\$101,501	\$101,501	Fringe Benefits	\$39,585	\$39,585
Travel	\$7,063	\$7,063	Equipment	\$0	\$0
Supplies	\$500	\$500	Contractual	\$0	\$0
Other	\$6,000	\$6,000	Indirect Costs	\$14,560	\$14,560

TOTAL FOR: Distribution Totals \$169,209 Budget Total \$169,209

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.



BOARDS AND COMMISSONS – VACANCIES

Advisory Committee for People with Disabilities (3-year terms)
04/29/2008 Jim Mitchell 03/01/2017 (resigned)

Amarillo Economic Development Corporation (3-year terms)
12/21/2010 Ginger Nelson 03/31/2018 (resigned)

Amarillo Hospital District (2-year terms)
10/09/2012 Smith Ellis 10/01/2016
10/09/2012 Mark Logsdon 10/01/2016
11/23/2010 Chuck Speed 10/01/2016

Amarillo MPO Policy Committee (3-year terms)
11/04/2015 Terry Childers 01/01/2017

Amarillo-Potter Events Venue District (2-year terms)
10/01/2001 Tom Bivins 10/01/2016
10/01/2004 Dean Roper 10/01/2016

Animal Management & Welfare (3-year terms)
01/05/2016 Andrea Slater Gulley 01/06/2019 (resigned)

Board of Review – Landmarks & Historic District (3-year terms)
06/11/2014 Linda Pitner 05/21/2017 (resigned)

Community Development Advisory Committee (2-year terms)
05/12/2015 Gilbert Guzman 12/31/2016 (NW)
02/01/2005 Glenda Grisham 12/31/2016 (NW)
02/13/2007 Rita Saldierna 12/31/2016 (NE)
12/20/2011 Sabrina Sisneros 12/31/2016 (SE)
10/16/2012 Lo Van Pham 12/31/2016 (SW)

Construction Advisory and Appeals Board (3-year terms)
10/22/2013 Jeff Bryant 12/31/2016 (Contractor)
02/10/2015 Richard Castancio 12/31/2016 (Construction)
11/01/2011 Frank Wilburn 12/31/2016 (Plumbing)

Emergency Care Advisory Board (3-year terms)
10/01/2013 Stephen Neuman 04/21/2018 (resigned)
04/21/2010 Brian Eades 04/21/2019 (resigned)
05/05/2015 Rahman Rakshanda 04/21/2016

Library Advisory Board (3-year terms)
09/07/2010 Maury Roman-Jordan 07/19/2016

Quail Creek Public Improvement District Advisory Board (3-year terms)
07/31/2010 Kris Culp 09/01/2016

21st Century Senior Services Development Advisory Board

01/13/2017