AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON SEPTEMBER 13, 2022, AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Doyle Corder, Southwest Church of Christ

PROCLAMATIONS: "Constitution Week"
"Walk to End Alzheimer's"
"135th Anniversary of Potter County and City of Amarillo"
"National Cleanup Day"

PUBLIC ADDRESS:
(For items on the agenda for City Council consideration)
The public will be permitted to offer public comment on agenda items. Public Address signup times are available from Sunday at 8:00 a.m. until Tuesday at 12:45 p.m. at https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form or by calling the City Secretary's office at (806) 378-3014.

AGENDA

1. **City Council will discuss or receive reports on the following current matters or projects:**

   A. Review agenda items for regular meeting and attachments;
   B. Discuss National Cleanup Day;
   C. Discuss Center City Update and Agreement;
   D. Discuss City Boards and Commissions;
   E. Discuss Taxicab Ordinance;
   F. Updates from Councilmembers serving on outside boards and commissions
      i. Amarillo Local Government Corporation
      ii. Environmental Task Force
      iii. Convention and Visitors Bureau; and
   G. Request future agenda items and reports from City Manager.

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

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

   A. **CONSIDER APPROVAL – MINUTES:**
      (Contact: Stephanie Coggins, City Secretary)

      This item considers approval of the City Council minutes for the regular meeting held on August 16, 2022.

B. **CONSIDER APPROVAL – MINUTES**:
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on September 6, 2022.

C. **CONSIDER APPROVAL – MINUTES**:
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on September 8, 2022.

D. **CONSIDERATION OF RESOLUTION NO. 09-13-22-1**:
(Contact: Andrew Freeman, Assistant City Manager)

This item considers a resolution adopting policy recommendations for inclusion in the 2023/2024 Texas Municipal League Legislative Policy.

E. **CONSIDERATION OF RESOLUTION NO. 09-13-22-2**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution approving the proposed operating budget for the Fiscal Year 2022-2023 for the Amarillo Potter Event Venue District.

F. **CONSIDERATION OF RESOLUTION NO. 09-13-22-3**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution approving the proposed operating budget for the Fiscal Year 2022-2023 for the Amarillo Hospital District.

G. **CONSIDERATION OF RESOLUTION NO. 09-13-22-4**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution approving the proposed operating budget for the Fiscal Year 2022-2023 for the Tax Increment Reinvestment Zone No. 1.

H. **CONSIDERATION OF RESOLUTION NO. 09-13-22-5**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution approving the proposed operating budget for the Fiscal Year 2022-2023 for the Tax Increment Reinvestment Zone No. 2.

I. **CONSIDERATION OF RESOLUTION NO. 09-13-22-6**:
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item considers a resolution approving the proposed operating budget for the Fiscal Year 2022-2023 for the Amarillo Economic Development Corporation.

J. **CONSIDER APPROVAL – AGREEMENT FOR SERVICES WITH CENTER CITY OF AMARILLO, INC.**:
(Contact: Andrew Freeman, Assistant City Manager)

This item approves a one-year agreement with Center City of Amarillo, Inc. for continued services associated with the preservation, improvement, and revitalization of the Central Business District of Amarillo.

K. **CONSIDERATION OF RESOLUTION NO. 09-13-22-7**:
(Contact: Jason Riddlespurger, Community Development Director)
Grantor: Texas Department of Housing and Community Affairs
Grant amount: Up to $122,895.00

This item considers a resolution authorizing the submission of an application for additional funding through the 2021 Cares Emergency Solutions Grant (ESG) to the Office of the Texas Department of Housing and Community Affairs ("TDHCA") and designating the City Manager or his designee to act as the City's authorized official in all matters pertaining to City's participation in such grant program.

L. **CONSIDERATION OF RESOLUTION NO. 09-13-22-8**:
(Contact: Matthew Poston, Finance Director)

This item considers a resolution designating a primary bank depository services contract pursuant to a request for application with Amarillo National Bank and directing the City Manager or his designee to execute agreements necessary for primary depository services. The contract would be for a period beginning November 1, 2022 and continuing through October 31, 2024, with three options for one-year extensions.

M. **CONSIDER APPROVAL – RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF AMARILLO, TEXAS AND UNITED STATES DEPARTMENT OF ENERGY**:
(Contact: Chip Orton, Emergency Management Director)

This item considers the renewal of the Memorandum of Understanding (MOU) between the City of Amarillo, Texas and the United States Department of Energy (Pantex Plant - Agreement-In-Principle Program).

N. **CONSIDER APPROVAL – RADIO COMMUNICATIONS SYSTEM AGREEMENT BETWEEN THE CITY OF AMARILLO, TEXAS AND AMARILLO INDEPENDENT SCHOOL DISTRICT**:
(Contact: James McCormick, Radio Communications Coordinator)

This item considers approval of a Communications System Agreement with Amarillo Independent School District usage of the City's radio system.

O. **CONSIDERATION OF RESOLUTION NO. 09-13-22-9**:
(Contact: Martin Birkenfeld, Chief of Police)

This item considers a resolution authorizing an Interlocal Cooperation Agreement between the City of Dalhart, Texas and the City of Amarillo, Texas for interim police chief and authorizing the City Manager to execute such agreement.

P. **CONSIDER APPROVAL – ELECTRIC EASEMENT**:
(Contact: Chris Ray, Resource Administrator)

This item considers approval of a 5-foot Utility Easement on City owned property that will cover a 375 square foot tract of land lying in Section 37, Block 8, BS&F Survey, Randall County, Texas and authorizes the City Manager to execute any necessary documents. (VICINITY: Coulter St. and Sundown Ln; GRANTOR: City of Amarillo; GRANTEE: Southwestern Public Service Company)

Q. **CONSIDER APPROVAL – PARTICIPATION AGREEMENT**:
(Contact: Kyle Schniederjan, Capital Projects & Development Engineering Director)
Developer: PEGA Development – Not to exceed $1,052,000.00

This item considers approval of a participation agreement with PEGA Development to construct a 12" sanitary sewer line along Western St., from the end of the existing sanitary sewer line to Sundown Ln.

R. **CONSIDER APPROVAL – FEDERAL AVIATION ADMINISTRATION AIRPORT INFRASTRUCTURE GRANT NO. 3-48-0007-053-2022**:
(Contact: Michael Conner, Director of Aviation)
Grantor: Federal Aviation Administration (FAA)
Grant Amount: $131,747.00

This item considers approval of an FAA Airport Infrastructure Grant No. 3-48-0007-053-2022 for 90% funding the design of two replacement baggage make-up carousel units at the Rick Husband Amarillo International Airport. The approval of this item will allow the City Manager and City Attorney to execute the grant award upon receipt which is anticipated to be between September 13 and September 15, 2022.

S. **CONSIDER APPROVAL – FEDERAL AVIATION ADMINISTRATION AIRPORT INFRASTRUCTURE GRANT NO. 3-48-0007-054-2022**:
(Contact: Michael Conner, Director of Aviation)
Grantor: Federal Aviation Administration (FAA)
Grant Amount: $119,524.00

This item considers approval of an FAA Airport Infrastructure Grant No. 3-48-0007-053-2022 for 90% funding the design of emergency power supply system upgrades serving the terminal building at the Rick Husband Amarillo International Airport. The approval of this item will allow the City Manager and City Attorney to execute the grant award upon receipt which is anticipated to be between September 13 and September 15, 2022.

T. **CONSIDER APPROVAL – DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION OTHER TRANSACTION AGREEMENT (OTA) NO. 70T04021T7672N025 MODIFICATION P00001**:
(Contact: Michael Conner, Director of Aviation)

Transportation Security Administration –	Original:	$1,174,877.15
	P00001:	342,591.90
	Amended:	$1,517,469.05

This item considers approval of Other Transaction Agreement (OTA) No. 70T04021T7672N025 Modification P00001, with the Department of Homeland Security Transportation Security Administration for 100% reimbursement funding for the construction phase of the Checked Baggage Inspection System (CBIS) recapitalization project at the Rick Husband Amarillo International Airport and grants the City Manager the authority to execute the OTA on behalf of the City of Amarillo and Rick Husband Amarillo International Airport.

U. **CONSIDER ACCEPTANCE – REFUGEE HEALTH GRANT**:
(Contact: Casie Stoughton, Public Health Director)
Grantor: U.S. Committee for Refugees and Immigrants (USCRI)
Grant Amount: Up to $876,359.32

This item accepts the award from the USCRI from October 1, 2022, thru September 30, 2023, to continue health screening services for refugees resettled in Potter and Randall counties.

V. **CONSIDER APPROVAL – DISEASE INTERVENTION SPECIALIST GRANT**:
(Contact: Casie Stoughton, Public Health Director)
Grantor: Texas Department of State Health Services
Grant Amount: FY23 Renewal $320,417.00
Grant Amount: FY22 Expansion Funds $244,978.00

This item accepts the renewal award from the Texas Department of State Health Services from January 1, 2023, thru December 31, 2023, to expand, train, and sustain the Disease Intervention Specialist (DIS) workforce to support jurisdictional Sexually Transmitted Infection (STI) prevention programs. This

item also accepts expansion funds for FY22, adding additional funding to the program from execution of the contract thru December 31, 2022.

W. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR RECOATING OF TANKS AT NE 24TH PUMP STATION AND RECOATING OF INDEPENDENCE ELEVATED STORAGE TANK**:
(Contact: Kyle Schniederjan, Capital Projects Development & Engineering Director)
Award to: High Plains Civil Engineers, Ltd. - $79,675.00

This item considers the award of a professional services agreement for the resident project representative for the recoating of tanks at NE 24th Avenue Pump Station and the recoating of Independence elevated storage tank.

X. **CONSIDER APPROVAL – ADDENDUM TO AIRPORT MARKETING AND ADVERTISING CAMPAIGN CONTRACT**:
(Contact: Michael Conner, Director of Aviation)
Award to: MCMC - Mary Coyne Marketing Communications, LLC - $90,000.00

This item considers an addendum to the airport marketing and advertising campaign contract between the City of Amarillo, Rick Husband International Airport and MCMC to extend the agreement for a period of one year, from October 15, 2022 through October 14, 2023, as allowed by the original agreement that was approved by City Council on October 12, 2021.

Y. **CONSIDER PURCHASE – POINT-OF-SALE HARDWARE AND SOFTWARE SYSTEM FOR CIVIC CENTER CONCESSIONS**:
(Contact: Christopher Post, Director of Operations)
Award to: SpotOn Transact, LLC - $120,100.38

This item considers the purchase of point-of-sale equipment and a five-year software licensing plan to service Amarillo Civic Center concessions.

Z. **CONSIDER AWARD – SULFUR DIOXIDE ANNUAL CONTRACT**:
(Contact: Walter Pishkur, Interim Utilities Director)
Award to: Brenntag Southwest, Inc. - $63,990.00

This item considers the award of an annual contract to purchase sulfur dioxide for use in disinfection of reclaimed water.

AA. **CONSIDER PURCHASE – SUBMERSIBLE SEWAGE PUMPS FOR HOLLYWOOD ROAD WATER RECLAMATION PLANT**:
(Contact: Walter Pishkur, Interim Utilities Director)
Award to: JCH - $55,720.00

This item considers the purchase of three submersible sewage pumps to serve as backup pumps for the City's existing basin drain, wash water, and filter back wash stations at the Hollywood Road Water Reclamation Plant.

BB. **CONSIDER AWARD – RENEWAL OF JD EDWARDS ANNUAL SOFTWARE SUPPORT AGREEMENT**:
(Contact: Rich Gagnon, Assistant City Manager)
Award to: SHI Government Solutions - $76,795.00

This item considers a one-year renewal for the continued support and maintenance of JD Edwards, the enterprise resource planning application used by the City to collect, process, and manage data related to financing, accounting, purchasing, human resources, inventory, and work order processing.

CC. **CONSIDER AWARD – MEDICAL SUPPLIES ANNUAL CONTRACT**:
(Contact: Trae Kepley, Purchasing Agent)

Award to: Minnesota Multistate Contracting Alliance (MMCAP) – Not to exceed $158,000.00

This item considers the award of an annual contract to purchase medical supplies for use by various City departments.

DD. **CONSIDER AWARD – ELECTRICAL SUPPLIES ANNUAL CONTRACT**:
(Contact: Trae Kepley, Purchasing Agent)
Award to: Dealers Electrical Supply – Not to exceed $423,000.00 (Buyboard #602-20)

This item considers the award of an annual contract to purchase electrical supplies for use by various City departments.

EE. **CONSIDER AWARD – DEMOLITION OF RAILROAD TRACKS, TIES, AND PAVING**:
(Contact: Jerry Danforth, Facilities Director)
Award to: Howell Sand Co. - $116,003.00

This item considers the award of a contract for the demolition of railroad tracts ties and paving located at 6th Avenue, 7th Avenue, 9th Avenue, and the alleyway between 7th Avenue and 8th Avenue to allow for utility updates for the remodel of the new City Hall.

FF. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**:
(Contact: Brady Kendrick, Planner II)

This item is the consideration of an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Road Ranger Subdivision Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 59, Block 2, A.B.&M. Survey, Potter County, Texas. (VICINITY: I-40 and Pullman Road; APPLICANT/S: Marko Zaro for Road Ranger LLC.)

GG. **CONSIDER APPROVAL – FACILITIES EASEMENT**:
(Contact: Brady Kendrick, Planner II)

This item is the consideration of a Southwestern Bell Telephone Company Facilities Easement, being the east six feet of Lots 6-8, Block 377, Mirror Addition, an addition to the City of Amarillo, in Section 155, Block 2, A.B.&M. Survey, Potter County, Texas. (VICINITY: SE 8th Ave. and Johnson St.; GRANTOR: City of Amarillo; GRANTEE: Southwestern Bell Telephone Company.)

HH. **CONSIDER APPROVAL – WIND DOWN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC.**:
(Donna Knight, Director of Court Services)
Vendor: American Traffic Solutions, Inc. - $122,910.00

This item considers approval of the wind down agreement for the photographic traffic enforcement program services contract with American Traffic Solutions, Inc. and will finalize the requirements for the end of the program.

3. NON-CONSENT ITEMS:

A. **CONSIDERATION OF ORDINANCE NO. 7992**:
(Contact: Bryan McWilliams, City Attorney)

This item is the second and final reading of an ordinance that would grant West Texas Gas Utility the franchise and rights to use public rights-of-way to provide retail gas service in the city.

B. **CONSIDERATION OF ORDINANCE NO. 8006**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers an ordinance appointing Jeffrey Henderson and Cindi Evans as part-time municipal court judges for the remainder of the current judicial term of fiscal year 2021-2022 and for the full judicial terms of fiscal years 2022-2023 and 2023-2024.

C. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8007**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Colonies Public Improvement District (PID). The Colonies PID is generally located at the northeast corner of Hillside and Soncy Roads. This ordinance is recommended for approval by a unanimous vote of the Colonies Public Improvement District Advisory Board.

D. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8008**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Greenways Public Improvement District (PID). The Greenways PID is generally located at the southwest corner of Hillside Road and Coulter Street. This ordinance is recommended for approval by a unanimous vote of the Greenways Public Improvement District Advisory Board.

E. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8009**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This item is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Heritage Hills Public Improvement District (PID). The Heritage Hills PID is generally located at the southwest corner of Soncy and Arden Roads. This ordinance is recommended for approval by a unanimous vote of the Heritage Hills Public Improvement District Advisory Board.

F. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8010**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This item is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Pinnacle Public Improvement District (PID). The Pinnacle PID is generally located at the northeast corner of Bell Street and West Sundown Lane. This ordinance is recommended for approval by a unanimous vote of the Pinnacle Public Improvement District Advisory Board.

G. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8011**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This item is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Point West Public Improvement District (PID). The Point West PID is generally located at the northwest corner of Amarillo Boulevard West and Research Street. This ordinance is recommended for approval by a unanimous vote of the Point West Public Improvement District Advisory Board.

H. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8012**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This item is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Quail Creek Public Improvement District (PID). The Quail Creek PID is generally located at the intersection of Clear Meadow Circle and Plum Creek Drive. This ordinance is recommended for approval by a unanimous vote of the Quail Creek Public Improvement District Advisory Board.

I. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8013**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Town Square Public Improvement District (PID). The Town Square PID is generally located in the northeast corner of Helium and Hillside Roads. This ordinance is recommended for approval by a unanimous vote of the Town Square Public Improvement District Advisory Board.

J. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8014**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This item is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Tutbury Public Improvement District (PID). The Tutbury PID is generally located at the intersection of Tutbury Court and Van Winkle Drive. This ordinance is recommended for approval by a unanimous vote of the Tutbury Public Improvement District Advisory Board.

K. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8015**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This is a public hearing and first reading of an ordinance adopting the 2022/2023 budget and five-year service plan, along with establishing and levying an annual property assessment for the Vineyards Public Improvement District (PID). The Vineyards PID is generally located at the northwest corner of West Hastings Avenue and Broadway Drive. This ordinance is recommended for approval by a unanimous vote of the Vineyards Public Improvement District Advisory Board.

L. **CONSIDERATION OF ORDINANCE NO. 8016**:
(Contact: Victoria Medley, Director of Animal Management & Welfare)

This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 8-2, Articles I, III, And V, Sections 8-2-1, 8-2-4, 8-2-12, 8-2-55, and 8-2-81, and Chapter 2-6, Article II, Section 2-6-27, to reflect the City's expanded rescue, foster, and TNR partnerships.

M. **CONSIDERATION OF RESOLUTION NO. 09-13-22-10**:
(Contact: Floyd Hartman, Assistant City Manager)

This item considers a resolution adopting the recommendations of the Partnership for Development Progress strategic plan committee.

N. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR PARTNERSHIP FOR DEVELOPMENT PROGRESS PHASE II, STREET MAINTENANCE ENTERPRISE STUDY AND RECOMMENDATION**:

(Contact: Kyle Schniederjan, Capital Projects Development & Engineering Director)
Award to: Kimley-Horn and Associates, Inc. – Not to exceed $144,000.00

This item considers the award of a professional services agreement for engineering services for Phase II of the Partnership for Development Progress strategic plan committee to assist the City with a study and recommendations related to a street maintenance enterprise fund.

O. **CONSIDER PURCHASE – REAL ESTATE LOCATED AT 501 S. GRANT STREET, 509 S. GRANT STREET, AND 517 S. GRANT STREET**:
(Contact: Andrew Freeman, Assistant City Manager)
Seller: Burgess Trust No. 2 - $1,300,000.00 plus closing costs and related expenses

This item authorizes the City Manager to execute a contract and other necessary documents for the purchase of multiple buildings and land located at 501 S. Grant Street, 509 S. Grant Street, and 517 S. Grant Street in Downtown Amarillo

P. **CONSIDER PURCHASE – REAL ESTATE LOCATED AT AIRPORT BOULEVARD AND SOUTHEAST THIRD AVENUE**:
(Contact: Kevin Carter, Amarillo Economic Development Corporation)
Seller: A.G. Attebury Testamentary Trust - $2,000,000.00 plus closing costs and related expenses

This item considers authorizing the Amarillo Economic Development Corporation to execute a contract and all necessary documents for the purchase of approximately 103.84 acres of land located at Airport Boulevard and Southeast 3rd Avenue.

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

A. 551.087 – Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
   i. Project # 21-11-01 (Manufacturing)
   ii. Project # 22-05-01 (Manufacturing)

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 S. Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations, or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3014 or the City TDD number at 378-4229.

Watch the meeting live: http://amarillo.gov/city-hall/city-government/view-city-council-meetings.

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 9th day of September 2022, at 6:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

Stephanie Coggins

Stephanie Coggins, City Secretary

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 16th day of August 2022, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
ANDREW FREEMAN	ASSISTANT CITY MANAGER
RICH GAGNON	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY
CARTER ESTES	ASSISTANT TO THE CITY MANAGER
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER

A quorum was established by Mayor Nelson and Councilmembers Powell, Sauer, Smith, and Stanley. Mayor Nelson called the meeting to order at 1:02 p.m., welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Julia O'Dell with race Communion International Fellowship Group. Mayor Nelson led the Pledge of Allegiance.

Councilmember Smith read a proclamation for "Leaders Readers Network Day" that was presented to Chris McGilvery.

PUBLIC ADDRESS

Noah Dawson, of Amarillo, spoke on Agenda Item No. 1E and against Agenda Item(s) No. 3A and 3B. Denny Deaver, of Amarillo, spoke against Agenda Item(s) No. 2A and 3E. Thomas Warren III, of Amarillo, spoke against Agenda Item(s) No. 3B, 3D and 3E. James Schenck, of Amarillo, spoke against Agenda Item(s) No. 1C, 3D, and 3E. Dipak Patel, of Amarillo, spoke against Agenda Item No. 2B. Mac Patel, of Amarillo, spoke against Agenda Item No. 2B. Jitin Bhakta, of Amarillo, spoke against Agenda Item No. 2B. Apurva Khandhar, of Amarillo, spoke against Agenda Item No. 2B. Sam Patel was signed up for public address but declined to speak. There were no further comments.

ITEM 1 – CITY COUNCIL WILL DISCUSS OR RECEIVE REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

A. Review agenda items for regular meeting and attachments;
B. Updates from Councilmembers serving on outside boards and commissions
    a. Pedestrian and Bicycle Safety Advisory Committee
    b. Parks and Recreation Advisory Board;

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3C: Mayor Nelson introduced an item to consider a lease agreement between the City of Amarillo and FRIENDS OF AJ SWOPE. Wendi Swope and Gary Pitner, with FRIENDS OF AJ SWOPE, presented the item. A motion was made to approve a lease

agreement between the City of Amarillo and FRIENDS OF AJ SWOPE for a 0.130-acre tract of land located at 1018 S. Polk Street by Councilmember Powell, seconded by Councilmember Sauer.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 1 – CITY COUNCIL WILL DISCUSS OR RECEIVE REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

C. Discuss Partners for Development Progress;

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3D: Mayor Nelson introduced an ordinance authorizing the issuance of "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2022", prescribing the forms, terms, and provisions of said bonds; pledging the net revenues of the City's Waterworks and Sewer System to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, and providing an effective date. Ms. Storrs and Steven Adams, Specialized Public Finance, presented the item. A motion was made that the following captioned ordinance be adopted by Councilmember Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8002

AN ORDINANCE authorizing the issuance of "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2022"; prescribing the forms, terms, and provisions of said bonds; pledging the net revenues of the City's Waterworks and Sewer System to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement; and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 3E: Mayor Nelson introduced an ordinance authorizing the issuance of "CITY OF AMARILLO, TEXAS, TAX NOTES, SERIES 2022B", and resolving other matters incident and related thereto, including the approval of a paying agent/registrar agreement. Ms. Storrs and Mr. Adams presented the item. A motion was made that the following captioned ordinance be adopted by Councilmember Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8003

AN ORDINANCE authorizing the issuance of "CITY OF AMARILLO, TEXAS, TAX NOTES, SERIES 2022B"; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement; and providing an effective date.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, and Smith; voting NO was Councilmember Stanley; absent were none; the motion passed by a 4-1 vote.

Mayor Nelson recessed the meeting at 3:21 p.m. At 3:34 p.m., Mayor Nelson resumed the meeting.

ITEM 1 – CITY COUNCIL WILL DISCUSS OR RECEIVE REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

D. Presentation of Gun Violence Trends in Amarillo; and
E. Request future agenda items and reports from City Manager.

ITEM 2 – CONSENT AGENDA

Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Councilmember Stanley requested that Agenda Item No. 2Y be removed from consent for separate consideration. A motion was made to approve the consent agenda, except for Agenda Item No. 2Y, and with the revision presented for the minutes in Agenda Item No. 2A by Councilmember Powell, seconded by Councilmember Sauer.

A. **CONSIDER APPROVAL – MINUTES**:
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on August 2, 2022.

B. **CONSIDERATION OF RESOLUTION NO. 08-16-22-1**:
(Contact: Martin Birkenfeld, Police Chief)

This item considers a resolution authorizing the Amarillo Police Department (APD) to apply for the 2022 Edward Byrne Memorial Justice Assistance Grant and authorizing an interlocal agreement to share grant funds with Potter County. APD is eligible to apply for $124,476.00. If the grant is awarded, APD would share one-half of the grant proceeds with Potter County.

C. **CONSIDERATION OF RESOLUTION NO. 08-16-22-2**:
(Contact: Mitch Normand, Human Resources Director)

This item considers a resolution re-declaring the Annual Official Holidays for the City of Amarillo.

D. **CONSIDER AWARD – RISK MANAGEMENT INFORMATION SOFTWARE RENEWAL**:
(Contact: Mitch Normand, Human Resources Director)
Award to: Origami Risk, LLC - $321,150.00

This item considers the award of a three-year contract to provide Risk Management Information Software that will be used to administer and manage the City's insurance claims, liability claims, and insurance policies; and will support the City's employee safety program.

E. **CONSIDER AWARD – AIRPORT TERMINAL AIR HANDLER UNIT (AHU) 14 REPLACEMENT AND AIRPORT OPERATIONS CENTER (AOC) DUCT MODIFICATIONS**:
(Contact: Michael Conner, Director of Aviation)
Award to: Panhandle Steel Buildings, Inc. - $850,386.00 (Buy Board # 581-19)

This item considers the award of a contract to replace the AHU-14 unit and perform duct modifications to provide new HVAC equipment to serve the existing AOC at Rick Husband Amarillo International Airport.

F. **CONSIDER AWARD – AIRPORT TERMINAL BASEMENT PLUMBING UPGRADES**:
(Contact: Michael Conner, Director of Aviation)
Award to: Panhandle Steel Buildings, Inc.
Base Bid Amount: $176,824.00
Additive Alternate Amount: $ 29,000.00
Total Award Amount: $205,824.00 (Buy Board # 581-19)

This item considers the award of a contract for basement plumbing upgrades for the Airport Terminal Building at Rick Husband Amarillo International Airport.

G. **CONSIDER APPROVAL – RENEWAL OF LEASE AGREEMENT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT**:
(Contact: Michael Conner, Director of Aviation)
Lessee: Larry Alford - $43,120.00 ($8,624.00 per year)

This item considers the renewal of a grazing lease of 704 acres for a term of five years. If approved, the new lease term will expire July 18, 2027.

H. **CONSIDER AWARD – AMARILLO ZOO FACILITY REPAIRS AND RENOVATIONS**:
(Contact: Michael Kashuba, Director of Parks and Recreation)
Award to: JR Tri-State General Contracting Group, Inc. - $52,043.87

This item considers the award of a contract for various zoo facility repairs and renovations, including United States Department of Agriculture (USDA) required repairs to the monkey enclosure and lion barn, along with general maintenance and repairs of the bear barn, education building fence, and porcupine exhibit.

I. **CONSIDER AWARD – REPLACEMENT OF THREE GEAR REDUCTION DRIVES AT HOLLYWOOD ROAD WATER RECLAMATION PLANT**:
(Contact: Damen Ratliff, Assistant Director of Utilities)
Award to: Evoqua Water Technologies - $169,935.48

This item considers award of a contract for the purchase and replacement of three gear reduction drives for the influent pump station at the Hollywood Road Water Reclamation Plant.

J. **CONSIDER APPROVAL – ANNUAL BLEACH SUPPLY CONTRACT**:
(Contact: Damen Ratliff, Assistant Director of Utilities)
Award to: Univar Solutions USA - $71,531.50

This item considers the award of an annual supply contract to purchase liquid sodium hypochlorite 10% (bleach) which will be used for disinfection in the water treatment process.

K. **CONSIDER AWARD – ANNUAL CONTRACT FOR ADVERTISING SERVICES**:
(Contact: Trae Kepley, Director of Purchasing)
Award to: Gatehouse Media Texas Holdings II dba Amarillo Globe News - Not to exceed $69,314.69

This item considers the award of an annual contract for advertising services that will be utilized by various city departments.

L. **CONSIDER AWARD – CONSTRUCTION MATERIALS ANNUAL SUPPLY CONTRACT**:
(Contact: Trae Kepley, Director of Purchasing)

Award to: Home Depot - Not to exceed $68,500.00 (OMNIA Partners Contract #16154)

This item considers the award of an annual contract for the purchase of construction materials to be used by various City departments in their daily duties to repair and maintain City buildings and equipment.

M. **CONSIDER AWARD – ASBESTOS CONSULTING SERVICES**:
(Contact: Trae Kepley, Director of Purchasing)
Award to: Terracon Consultants, Inc. – Not to exceed $375,000.00 (or $75,000.00 per year)

This item considers the award of a one-year contract, with four additional one-year extensions available, for asbestos consulting services for the Airport, Building Safety, Community Development, Facilities, and other City departments as needed.

N. **CONSIDER PURCHASE – VARIOUS CARS AND LIGHT TRUCKS**:
(Contact: Donny Hooper, Public Works Director)
Award to:

Randall Reed's Prestige Ford -	$ 792,440.00
Caldwell Country Chevrolet -	$ 594,845.00
Caldwell Country Ford DBA Rockdale Country Ford -	$ 116,680.00
Total Award:	$1,503,965.00

This item considers the purchase of various police vehicles, administrative vehicles, passenger vans, ½ ton pickups, ¾ ton and 1-ton light trucks with service bodies, cargo vans, and dump beds. These vehicles include purchases for scheduled replacements, upgrades, and additions of multiple vehicles to be used by various City departments.

O. **CONSIDER PURCHASE – AERIAL PLATFORM TRUCK**:
(Contact: Donny Hooper, Public Works Director)
Award to: Caldwell Country Ford DBA Rockdale Country Ford - $120,985.00

This item considers the purchase of a 19,500 GVW Aerial Platform Truck that will be used by Water Production in daily operations. This item will replace fleet Unit 5092 which has reached its end of life and is no longer serviceable.

P. **CONSIDER PURCHASE – FARM STYLE INDUSTRIAL TRACTOR**:
(Contact: Donny Hooper, Public Works Director)
Award to: John Deer Company (Delivering dealer: Western Equipment) - $321,285.58 (Buy Board #611-20)

This item considers the purchase of a farm style industrial tractor that will be used at the River Road Water Reclamation Plant in daily operations. This item is a scheduled replacement of fleet Unit 7812 which has reached its end of service life.

Q. **CONSIDER AWARD – CONTRACT FOR UPGRADES AND MODIFICATIONS TO THE RIVER ROAD WATER RECLAMATION AND HOLLYWOOD ROAD WATER RECLAMATION FACILITIES**:
(Contact: Kyle Schniederjan, Director of CP&DE)
Vendor: Garney Companies, Inc. - $16,312,000.00

This item considers the award of a contract for upgrades and modifications to the River Road Water Reclamation and Hollywood Road Water Reclamation facilities.

R. **CONSIDERATION OF RESOLUTION NO. 08-16-22-3**:
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution denying Southwestern Public Service Company's proposed surcharge in connection with final rates approved related to its Statement of Intent submitted on or about February 8, 2021.

S. **CONSIDER APPROVAL – LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM WATER PROVIDER AGREEMENT**:
(Contact: Laura Storrs, Assistant City Manager)
Grantor: Panhandle Community Services

This item accepts the award from the Panhandle Community Services from date of execution through September 30, 2023 to provide a Low Income Household Water Assistance Program.

T. **CONSIDER APPROVAL – CONTRACT FOR POTTER COUNTY TO COLLECT AND ASSESS PUBLIC IMPROVEMENT DISTRICT TAXES**:
(Contact: Justin Oppel, Development Customer Service Coordinator)

This item considers approval of a contract for assessment and collection of Public Improvement District (PID) taxes.

U. **CONSIDERATION OF RESOLUTION NO. 08-16-22-4**:
(Contact: Emily Koller, Assistant Director of Planning)

This item considers a resolution authorizing an Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project with the State of Texas, acting through the Texas Department of Transportation (TxDOT), for the Barrio Neighborhood SE 10th Avenue Improvements.

V. **CONSIDER APPROVAL – ELECTRICAL UTILITY EASEMENT**:
(Contact: Brady Kendrick, Planner II)

This item considers approval of a Southwestern Public Service Company Electrical Utility Easement, being a 0.104-acre tract of unplatted land, in Section 144, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Hollywood Road/Loop 335 and Grand Street; Grantor: City of Amarillo; Grantee: Southwestern Public Service Company)

W. **CONSIDER AWARD – CONTRACT FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN**:
(Contact: Emily Koller, Assistant Director of Planning)
Vendor: Moore Iacofano Goltsman, Inc. (MIG) - $399,761.00

This item considers award of a contract for professional consulting services related to updating the City of Amarillo's Comprehensive Plan, which was previously adopted in 2010.

X. **CONSIDER AWARD – INFORMATION TECHNOLOGY NETWORK INFRASTRUCTURE REFRESH**:
(Contact: Missy Tucker, Assistant Director of IT)
Vendor: Dell Financial Services - $3,529,845.74

This item considers the award of a five-year lease agreement for the purpose of replacing IT network hardware which has reached its end-of-life. The total cost will be paid out equally, over five annual payments.

Z. **CONSIDER AWARD – RENEWAL OF VMWARE ENTERPRISE LICENSE AGREEMENT**:
(Contact: Missy Tucker, Assistant Director of IT)
Vendor: Dell Financial Services - $1,845,582.72

This item considers a five-year renewal to the City's VMware Enterprise License Agreement (ELA) that will be paid out equally over five years. This

purchase continues existing virtual licenses into a five-year ELA that supports the City's strategic approach to virtualizing servers and desktop computers.

AA. **CONSIDER AWARD – RENTAL AGREEMENT FOR TRASH PUMPS AT HOLLYWOOD ROAD WASTEWATER RECLAMATION PLANT**:
(Contact: Damen Ratliff, Assistant Director of Utilities)
Award to: United Rentals – Not to exceed $250,000.00

This item considers award of an agreement for the rental of three trash pumps that will used to provide temporary backup pumping of influent into the Hollywood Road Wastewater Reclamation Plant while the influent screw pumps are being repaired.

BB. **CONSIDER APPROVAL – FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROJECT (AIP) GRANT NO. 3-48-0007-052-2022**:
(Contact: Michael Conner, Director of Aviation)
Grantor: Federal Aviation Administration (FAA)
Grant Amount: $1,872,834.00

This item considers the approval of FAA AIP Grant No. 3-48-007-052-2022, with the Federal Aviation Administration, for funding the completion of the snow removal equipment building improvements; purchase of two new airfield snow brooms, and Rosenwald & Batson Road reconstruction – design only. If approved, the total grant amount will be funded with 90% participation from the FAA and 10% from Airport operating revenues.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 2Y: Mayor Nelson introduced an item to consider the award of a one-year contract, with options to renew for four additional one-year periods, for directional drilling services utilized in the laying of fiber optic at various City locations to Dan Monk Construction in an amount not to exceed $1,000,000.00 per year. Mr. Gagnon presented the item. A motion was made to approve the award of a contract for directional drilling services by Councilmember Stanley, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 3 – NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced a resolution adopting state and federal legislative priorities for the 2022 and 2023 calendar years. Mr. Freeman presented the item. A motion was made to postpone the resolution for two weeks by Councilmember Stanley, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 3B: Mayor Nelson introduced a resolution adopting policy recommendations for inclusion in the 2023-2024 Texas Municipal League Legislative Policy. Mr. Freeman presented the item. A motion was made that the following captioned resolution be adopted by Councilmember Powell, seconded by Councilmember Smith.

RESOLUTION NO. 08-16-22-6
A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS ADOPTING POLICY RECOMMENDATIONS FOR INCLUSION IN THE 2023-2024 TEXAS MUNICIPAL LEAGUE LEGISLATIVE POLICY

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith; voting NO were none; absent were none; the motion passed by a 5-0 vote.

Mayor Nelson adjourned the regular meeting at 4:31 p.m.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 6th day of September 2022, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
ANDREW FREEMAN	ASSISTANT CITY MANAGER
RICH GAGNON	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY
CARTER ESTES	ASSISTANT TO THE CITY MANAGER
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER

A quorum was established by Mayor Nelson and Councilmembers Powell, Sauer, Smith, and Stanley. Mayor Nelson called the meeting to order at 1:03 p.m., welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Alexandra Perez with Pray the City. Mayor Nelson led the Pledge of Allegiance.

PUBLIC ADDRESS

James Schenck, of Amarillo, spoke on Agenda Items No. 1, 2 and 3. There were no further comments.

ITEM 1 – PUBLIC HEARING ON FISCAL YEAR 2022/2023 BUDGET: Mayor Nelson introduced an item to hold a public hearing on the fiscal year 2022/2023 proposed budget. Ms. Storrs presented the item. Mayor Nelson opened a public hearing. There was no one presenting to speak. Mayor Nelson closed the public hearing.

ITEM 2 – CONSIDERATION OF ORDINANCE NO. 8004: Mayor Nelson introduced the first reading of an ordinance adopting the City of Amarillo budget for the 2022/2023 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year. Ms. Storrs presented the item. A motion was made to adopt Ordinance No. 8004 for the proposed budget which reflects an increase in revenue derived from property tax revenues over last year's budget by Councilmember Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, FOR THE CITY OF AMARILLO; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; AMENDING VARIOUS TERMS AND PROVISIONS OF THE AMARILLO MUNICIPAL CODE TO ADD, MODIFY, INCREASE, OR DELETE VARIOUS FEES AND RATES; PROVIDING A SAVINGS AND SEVERABILITY

CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 5-0 vote.

ITEM 3 – CONSIDERATION OF ORDINANCE NO. 8005: Mayor Nelson introduced the first reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2022 tax year. This ordinance establishes an ad valorem tax rate of $0.33079 per $100.00 property valuation for City maintenance and operations expenses and $0.16007 per $100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of $0.49086 per $100.00 property valuation. Ms. Storrs presented the item. A motion was made that the property tax rate be increased by the adoption of a tax rate of $0.40628 which is effectively a 2.35 percent increase in the tax rate, by Councilmember Powell seconded by Councilmember Sauer.

ORDINANCE NO. 8005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING TAX ROLL; SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF AMARILLO FOR THE TAX YEAR 2022; ESTABLISHING AN EFFECTIVE DATE; REPEALING CONFLICTING ORDINANCES.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 5-0 vote.

Mayor Nelson adjourned the regular meeting at 2:00 p.m.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 8th day of September 2022, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
FREDA POWELL	MAYOR PRO TEM/COUNCILMEMBER NO. 2
COLE STANLEY	COUNCILMEMBER NO. 1
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Eddy Sauer, Councilmember No. 3. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
ANDREW FREEMAN	ASSISTANT CITY MANAGER
RICH GAGNON	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY
CARTER ESTES	ASSISTANT TO THE CITY MANAGER
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER

A quorum was established by Mayor Nelson and Councilmembers Powell, Smith, and Stanley. Mayor Nelson called the meeting to order at 1:00 p.m., welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Mary Nell Hunt with Pray the City. Mayor Nelson led the Pledge of Allegiance.

PUBLIC ADDRESS

There was no one that presented to address the Council.

ITEM 1 – PUBLIC HEARING ON FISCAL YEAR 2022/2023 BUDGET: Mayor Nelson introduced an item to hold a public hearing on the fiscal year 2022/2023 proposed property tax rate. Ms. Storrs presented the item. Mayor Nelson opened a public hearing. Speaking for the item was Noah Dawson; speaking against the item was James Schenck; and speaking on the item were none. Mayor Nelson closed the public hearing.

ITEM 2 – CONSIDERATION OF ORDINANCE NO. 8004: Mayor Nelson introduced the second and final reading of an ordinance adopting the City of Amarillo budget for the 2022/2023 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year. Ms. Storrs presented the item. A motion was made to adopt Ordinance No. 8004 for the proposed budget which reflects an increase in revenue derived from property tax revenues over last year's budget by Councilmember Powell, seconded by Councilmember Smith.

ORDINANCE NO. 8004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, FOR THE CITY OF AMARILLO; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; AMENDING VARIOUS TERMS AND PROVISIONS OF THE AMARILLO MUNICIPAL CODE TO ADD, MODIFY, INCREASE, OR DELETE VARIOUS FEES AND RATES; PROVIDING A SAVINGS AND SEVERABILITY

CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Powell, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 4-0 vote.

ITEM 3 – CONSIDERATION OF ORDINANCE NO. 8005: Mayor Nelson introduced the second and final reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2022 tax year. This ordinance establishes an ad valorem tax rate of $0.33079 per $100.00 property valuation for City maintenance and operations expenses and $0.07549 per $100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of $0.40628 per $100.00 property valuation. Ms. Storrs presented the item. A motion was made that the property tax rate be increased by the adoption of a tax rate of $0.40628 which is effectively a 2.35 percent increase in the tax rate, by Councilmember Powell, seconded by Councilmember Smith.

ORDINANCE NO. 8005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING TAX ROLL; SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF AMARILLO FOR THE TAX YEAR 2022; ESTABLISHING AN EFFECTIVE DATE; REPEALING CONFLICTING ORDINANCES.

Voting AYE were Mayor Nelson and Councilmembers Powell, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 4-0 vote.

ITEM 4 – RATIFICATION – CITY OF AMARILLO TAX RATE AND BUDGET: Mayor Nelson introduced an item to take a separate ratification vote on the tax rate pursuant to the terms of Tex. Loc. Gov. Code, Sec. 102.007 (c). A motion was made to ratify the Budget and Tax Rate, as adopted for Fiscal year 2022-23, recognizing such budget will require more revenue from property taxes than did the budget adopted last year, by Councilmember Powell, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson and Councilmembers Powell, Smith and Stanley; voting NO were none; absent were none; the motion passed by a 4-0 vote.
Mayor Nelson adjourned the regular meeting at 1:24 p.m.

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor

Amarillo City Council
Agenda Transmittal Memo

Item No. 2D
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Pillar**	Multiple
Department	City Manager's Office		
Contact	Andrew Freeman, Assistant City Manager		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 09-13-22-1:

This item considers a resolution adopting State and Federal legislative priorities for the 2022/2023 calendar years.

Agenda Item Summary

This item considers adopting legislative priorities that City Council, City staff, and consultants will follow to advocate support or opposition to various legislative topics and funding opportunities.

Requested Action

Consider for approval the attached resolution.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the resolution.

RESOLUTION NO. 09-13-22-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO ADOPTIONG STATE AND FEDERAL LEGISLATIVE PRIORITIES FOR THE 2022 AND 2023 CALENDAR YEARS.

WHEREAS, local government is the most direct and frequent point of contact with its residents; and

WHEREAS, the process for local government is a public and participatory process whereby the actions of local governments are subject to the public scrutiny of the residents; and

WHEREAS, local government is responsible for providing basic and emergency services; and

WHEREAS, local governments are the first responders in local emergencies; and

WHEREAS, the ability of local government to provide those services is dependent on the ability to have the resources and authority necessary to carry out its responsibilities; and

WHEREAS, state and federal representatives and senators are charged with working in the best interest of the citizens they represent; and

WHEREAS, residents of the state of Texas expect elected government officials representing local governments to make every effort to be informed on the needs of the constituents and the local government to ensure that local governments have the necessary authorities and resources in which to fulfill the desired needs of the citizens who have elected them.

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

SECTION 1. That City Council members will meet with area state and federal representatives and senators to discuss the City's legislative priorities and provide both information and assistance on all matters relating to bills and other legislative matters that come before the Legislature to ensure that they have the resources to call upon in making decisions that impact the lives of their constituents.

SECTION 2. The City of Amarillo shall proactively seek the filing and passage of any legislation identified as being sought in Exhibit A.

SECTION 3. The City Council and City staff may work with Texas Municipal League (TML), peer cities in the State, and other appropriate entities to jointly pursue the passage or defeat of legislation that is listed as "supported" or "opposed" by the City of Amarillo in Exhibit A.

SECTION 4. The City Manager and his staff shall:

(a) Take all necessary actions to inform Amarillo residents of the City's legislative priorities; and

(b) Encourage residents to make every effort to be aware of the local, state and federal governing and legislative process and expect their elected representatives from all levels to seek a proactive and positive relationship that does not pass a burden from the Federal or State to the County or City without providing the tools and resources to undertake the added responsibility.

SECTION 5. That it believes it is incumbent of all legislators to work in consort with city and county governments to ensure that the entire governing process is as effective as possible and, to that end, seek input and advice from the local level of government on issues that have a direct impact on their ability to undertake their responsibilities.

SECTION 6. That it expects elected representatives of federal and state government to fully understand the implications of legislation they act upon to ensure there are no negative impacts on the community and to strongly support and take all actions necessary in furtherance of the information in Exhibit A, as it may be amended from time to time.

SECTION 7. That it believes the federal and state legislative bodies should not exempt its members from any regulation that they impose upon any other member of a political subdivision unless it can clearly be shown that there is a clear and compelling need to do so.

SECTION 8. That it adopts the Legislative Priorities for the 2022 and 2023 calendar year as shown on Exhibit A, attached to and incorporated into this resolution by reference.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas this 13th day of September 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

CITY OF AMARILLO
LEGISLATIVE PRIORITIES

CITY OF
AMARILLO®
OPEN SPACES ★ ENDLESS OPPORTUNITIES

MAYOR AND CITY COUNCIL
GINGER NELSON, MAYOR
COLE STANLEY, COUNCILMEMBER PLACE 1
FREDA POWELL, COUNCILMEMBER PLACE 2
EDDY SAUER, COUNCILMEMBER PLACE 3
HOWARD SMITH, COUNCILMEMBER PLACE 4

CITY MANAGER
JARED MILLER

Strategic City Pillars: The City Council of the City of Amarillo established eight Council Pillars were established as the key components of Council's vision for the future of Amarillo. Decisions regarding the City of Amarillo's positions on legislative matters will be evaluated with Council Pillars in mind when formulating positions.

1. Public Safety
2. Economic Development and Redevelopment
3. Civic Pride
4. Highly Educated Population
5. Fiscal Responsibility
6. Customer Service
7. Excellence in Communication
8. Transportation

General Approach to Legislative Priorities:

The City of Amarillo supports:

1. Legislation that enhances the City's ability to solve problems and improve the quality of life for its citizens.
2. Legislative initiatives from partners in the community that will enhance the educational, cultural and infrastructure resources in our region.

The City of Amarillo opposes:

1. Legislation that increases the City's costs.
2. Legislation that reduces the City's authority.
3. Legislation that burdens Amarillo taxpayers with unfunded mandates.

This document reflects the City of Amarillo's current legislative priorities as approved by City Council.

STATE OF TEXAS LEGISLATIVE PRIORITIES
POSITION STATEMENTS

TRANSPORTATION

The City of Amarillo will support legislation that enhances statewide and national passenger and freight mobility through the City of Amarillo and increases the safety of passengers traveling through the City, specifically including legislation that:

a. increases funding to complete the building of Loop 335; and
b. supports future expansion of Interstate 27 to the north and south.

The City of Amarillo will support legislation which would provide for the co-designation of Interstate 40 as Martin Luther King, Jr. (MLK) Memorial Highway

PRO-FAMILY POLICY

The City of Amarillo will support legislation that strengthens resources provided to new mothers and new families that live in the City of Amarillo:

a. Rehabilitates the foster care system to better promote child welfare and encourages adoption;
b. Reduces barriers to private adoption by reducing the cost and minimizing the amount of burdensome regulations; and
c. Lessen the time commitment and paperwork surrounding both private and public adoption

The City of Amarillo will support legislation that addresses disparities in maternal health services as well as health services for newborns.

The City of Amarillo will support legislation that increases funding for programs focused on family, newborn, and new mother welfare in Amarillo, as well as educates citizens on available resources for services in these areas.

PROPERTY TAX, DEBT, AND SALES TAX

The City of Amarillo will oppose legislation that restricts local control of government, specifically including legislation that:

a. would have a disproportionately negative effect on the most prudent and responsible taxing entities that have a very low property tax rate, like the City of Amarillo; or
b. would unnecessarily restrict the City's ability to issue debt or impose undue burdens on debt issuance referendums; or
c. would impose revenue caps including a lowered voter-approval tax rate or mandatory property tax rate ratification elections.

The City of Amarillo will oppose legislation related to Sales Tax Sourcing that would have a

detrimental impact to the City's annual budget.

ANNEXATION

The City of Amarillo will oppose legislation that would further restrict or impose more stringent requirements on a municipality's authority to annex land.

EXPANSION OF BROADBAND INTERNET

The City of Amarillo will support legislation that would address the digital divide disparity by expanding internet coverage or aiding in elimination of financial barriers for all citizens to gain access to broadband internet.

RIGHT-OF-WAY AND SMALL CELL TOWERS

The City of Amarillo will support legislation that:

a. preserves municipal control of municipal rights of way;
b. requires service providers to pay market rate (or close to market rate) for the use of municipal infrastructure and rights of way; and
c. provides for local authority over small cell nodes, including both existing and future installations.

OPEN MEETINGS AND OPEN RECORDS

The City of Amarillo will support legislation that would provide clarifications to open meetings laws and public information laws to enhance communication between elected officials and their constituents, specifically including legislation that:

a. would provide for the continued use of technology and other tools that provides for transparent, convenient, and secure virtual public meetings and encourage the general public to participate, provide feedback, and engage with State and local governments remotely; and
b. would reduce the financial burden on local governments required by responding to Open Records Requests.

The City of Amarillo will oppose legislation that would attempt to make the current open meetings and public information laws more restrictive or ambiguous.

VIRTUAL COURT

The City of Amarillo will support legislation that would continue or expand Municipal Court's ability to offer virtual court hearings. Virtual court allows defendants the option to resolve eligible cases remotely from their homes or offices through a video conference with a judge.

DISASTERS AND EMERGENCIES

The City of Amarillo will support legislation that provides for or enhances local control during disaster or other emergency declarations to allow cities to better manage such situations. The City of Amarillo will also support any legislation that ensures funding of public safety, emergency management, public communications, public health, and other operations at the levels necessary to respond to disasters or emergencies.

ECONOMIC DEVELOPMENT

The City of Amarillo will support legislation reauthorizing or expanding Chapter 311 Tax Increment Financing, Chapter 312 Property Redevelopment and Tax Abatement Act and other local economic development tools used for capital investment and job creation. The city also supports new legislation to replace Chapter 313 Texas Economic Development Act expiring on December 31, 2022.

The City of Amarillo will support legislation providing for the expansion of Palo Duro State Park, which would provide for a greater tourism and economic development impact for the entire Texas Panhandle such as developing a second entrance to the park, hiring more park personnel, and allowing more accessible land for park visitors.

The City of Amarillo will support the Route 66 Centennial Commission to commemorate the 100th anniversary of Route 66 in 2026, including the City or our local partners seeking funding opportunities in support of this historic anniversary.

The City of Amarillo will support legislation that greatly limits or prohibits the sale of land in the Texas Panhandle or the rest of the state to the Chinese Government, the Chinese Communist Party, or Chinese nationals affiliated with these two entities.

The City of Amarillo will oppose legislation that would restrict a city's ability to compete for projects that provide jobs and economic benefit to the community and region.

MENTAL HEALTH

The City of Amarillo will support legislation that improves funding for mental health, specifically that provides for:

a. funding to build a state mental health hospital in Amarillo; and
b. mental health crisis intervention and funds resources for persons who are suffering from mental illness either temporarily or chronically, with the goal of diversion from the criminal justice system; and
c. funding to support training for law enforcement, mental health caseworkers to aid in crisis response, alternatives to hospitalization, and alternatives to incarceration.

PANHANDLING

The City of Amarillo will support legislation that protects and expands the City's ability to improve public safety measures of residents and solicitors in City and State rights of way, allowing law enforcement to redirect solicitors to panhandle in safer locations.

AMARILLO CIVIC CENTER COMPLEX

The City of Amarillo will actively support legislation to finance the renovation, revitalization and/or expansion of the Amarillo Civic Center Complex (ACCC). This would specifically include an expansion of Sec. 351.003 Tax Rates of the Tax Code related to Municipal Hotel Occupancy Taxes. The City of Amarillo would like to see the tax rate raised from seven to nine percent either in general or for the additional two percent to be specifically allocated for construction, expansion, maintenance, or operation of convention center facilities

ELECTIONS AND BALLOT LANGUAGE

The City of Amarillo will support legislation that broadens the naming conventions required for propositions on election ballots (i.e., allow alternating from numbers to letters every other election in order to avoid confusion for voters who may think it is the same item from a prior election they may have voted in).

PUBLIC ADVERTISING

The City of Amarillo will support legislation that would enable the use of electronic notice for all required public notices.

WATER RESOURCES

The City of Amarillo will support legislation that protects and expands the City's ability to purchase water, provide water to its residents and customers, use water within the City limits and Extraterritorial Jurisdiction Areas, and collaborate with local and regional entities on projects and initiatives that seek to enhance the City's water resources.

LEGISLATIVE COMMUNICATION

The City of Amarillo will oppose legislation that limits the abilities of cities in rural Texas who are geographically distanced from the Capital to communicate with legislators and advocate on behalf of their rural communities.

FEDERAL LEGISLATIVE PRIORITIES
POSITION STATEMENTS

CROSS BAR RANCH – BUREAU OF LAND MANAGEMENT

The City of Amarillo will support legislation increasing or providing additional funding for the development of 12,000 acres of federally owned land north of Amarillo for public access. Current priorities include funds for the replacement of a BNSF Railway train trussell, for widening and improvements to an existing access road, and for developing the interior road network to support visitor access within the property.

U.S. DEPARTMENT OF DEFENSE AND U.S. DEPARTMENT OF ENERGY

The City of Amarillo will support legislation that continues to invest in the areas of defense and energy as it relates to agency initiatives or increased funding to support the Pantex Plant, Bell, or other companies that work in these industry sectors in the Amarillo area.

TRANSPORTATION

The City of Amarillo will support:

a. the implementation of the recently-passed Bipartisan Infrastructure Law (BIL) which provides vital transportation funding, while protecting the environment and advancing the economic development goals of our community, for better connectivity and to better keep pace with the City's priority infrastructure needs for air, highway, transit, pedestrian, bicycle, and rail transportation. In addition to actively monitoring BIL program guidance and funding opportunities, this will also include working with respective state agencies such as TXDOT or the Texas Water Development Board that also receive direct funding through IIJA;
b. the priorities of Amarillo International Airport including: seeking federal funding through Federal Aviation Administration's (FAA) Airport Improvement Program (AIP) program and the recently-passed BIL to help address various airport infrastructure needs;
c. legislative efforts that will positively impact Amarillo City Transit by engaging directly with the Federal Transit Administration's (FTA) National and Regional Offices to explore other potential federal funding opportunities through the recently-passed BIL;.
d. federal legislative efforts to enhance rail safety and rail efficiency that resulted from the BIL.

EMERGENCY MANAGEMENT

The City of Amarillo will support:

a. federal emergency management efforts to enable the city to pursue federal funding through various federal programs at FEMA, HUD, the Economic Development Administration, etc., pertaining to hazard mitigation and emergency preparedness;
b. federal funding solutions established via the BIL to provide solutions for both current and

future flood resiliency, to create a community resilient to regional and localized flooding events, and to improve overall storm water quality. This will include continuing to work with the Natural Resources Conservation Service (NRCS) about potential federal streams of funding related to watershed protection around the City.

PUBLIC SAFETY

The City of Amarillo will support:

a. federal grant programs that advance police and fire public safety programs and overall emergency management operations for assistance with equipment, training and personnel. This includes exploring federal grant solicitations through the U.S. Department of Justice;
b. federal funding efforts to enhance power grid infrastructure, resiliency, and reliability through the BIL.

TECHNOLOGY

The City of Amarillo will support:

a. legislative efforts to secure federal broadband deployment funds established via the BIL;
b. legislative efforts to secure federal funding included in the BIL for cybersecurity needs for state and local governments.

COMMUNITY DEVELOPMENT

The City of Amarillo will support legislation that:

a. continues or increases funding for Community Development Block Grants and HOME Partnership funds;
b. continues or increases incentives, including tax credits, for development of historic buildings;
c. continues or increases incentives for redevelopment of city neighborhoods in need of revitalization;
d. continues or increases funding for park related projects; and
e. continues or increases funding to demolish blighted structures.

ECONOMIC DEVELOPMENT

The City of Amarillo will support legislation that aims to create a Texas based rare earth metals exchange that will allow for more economic growth in Texas and for further decoupling from China for the United States. The creation of this exchange is vital to the national defense and security of the United States as well as to the economic future of the City of Amarillo.

For more information, please contact:

Andrew Freeman
Assistant City Manager
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105-1971
(806) 378-5285 office
(806) 378-9394 fax
Andrew.Freeman@amarillo.gov

Amarillo City Council
Agenda Transmittal Memo

Item No. 2E
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development

Department	City Manager's Office Laura Storrs, Assistant City Manager

Agenda Caption

CONSIDERATION OF RESOLUTION NO 09-13-22-2
AUTHORIZING THE AMARILLO POTTER EVENTS VENUE DISTRICT 2022/2023 FISCAL YEAR BUDGET
(Contact: Laura Storrs, Assistant City Manager)

This resolution approves the 2022/2023 Budget for the Amarillo-Potter Events Venue District. This budget is funded through a 5% car rental tax and a 2% hotel occupancy tax. The Amarillo-Potter Events Venue District operates and maintains voter approved entertainment venues within the City. This budget is recommended for approval by the Amarillo Potter Events Venue District Board.

Agenda Item Summary

This resolution approves the 2022/2023 fiscal year budget for the Amarillo Potter Events Venue District.

Requested Action

Council consideration and approval of the resolution authorizing the Amarillo Potter Events Venue District 2022/2023 fiscal year budget.

Funding Summary

N/A

Community Engagement Summary

The 2022/2023 fiscal year budget has been reviewed and approved for Council consideration at the August 22, 2022 Amarillo Potter Events Venue District Board meeting and was reviewed and approved at the September 12, 2022 Potter County Commissioner's Court meeting.

Staff Recommendation

Staff recommendation is to approve the 2022/2023 fiscal year budget for the Amarillo Potter Events Venue District.

08/29/22 BSM

RESOLUTION NO. 09-13-22-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2022-2023 FOR THE AMARILLO POTTER EVENT VENUE DISTRICT.

WHEREAS, the Amarillo-Potter Event Venue District (hereafter, District) was formed and exists for the purpose of constructing and maintaining voter approved entertainment venues within the city, for the public welfare, in accordance with state law; and

WHEREAS, the revenue for the District derives from a tax on car rentals and hotel occupancy, to be used for the above stated activities by the District; and

WHEREAS, the Bylaws of the District require that it submit its annual budget to the City Council for approval; and

WHEREAS, the Board of Directors of the District has prepared, approved and submitted a proposed budget; and

WHEREAS, the City Council finds that the proposed budget is in order and should be approved; now, therefore,

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

SECTION 1. That the Proposed Budget for the period of October 1, 2022 to September 30, 2023 of the Amarillo-Potter Events Venue District, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting at which it is considered.

SECTION 2. The City Secretary shall certify a copy of this Resolution to the District.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 13th day of September 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

DRAFT

CITY OF
AMARILLO®
CITY MANAGER

August 30, 2022

Mayor Ginger Nelson
601 S. Buchanan Street
Amarillo, TX 79101

Dear Mayor Nelson:

Attached is the proposed 2022/2023 budget for the Amarillo Potter Events Venue District. The Venue District Board met on August 22, 2022 and approved the attached budget and is requesting City Council consideration at the September 13, 2022 meeting. The Potter County Commissioners' Court will approve this budget at their September 12, 2022 meeting.

The proposed budget reflects revenue of $4,116,543 for the 2022/2023 year including Vehicle Rental Tax of $1,061,874 and Hotel Occupancy Tax of $2,885,349. The major components of the expenditures include debt service of $786,000 and the two management contracts: Amarillo National Center Management Contract of $560,000 and the Civic Center Management Contract of $398,004. Also included are proposed amounts for facility improvements of $998,500 for the Amarillo National Center and $1,900,000 for the Amarillo Civic Center.

The anticipated available fund balance at the end of the 2022/2023 fiscal year (09/30/2023) is $5,001,765 which includes $500,000 as a targeted reserve for the District, $2,874,627 for the Amarillo National Center and $1,627,138 for the Civic Center facility which is calculated based on the 60/40 split of the original project. The reserve balances at each of the two facilities have historically been available to fund facility improvements or events.

There are two debt issues outstanding for the Amarillo Potter Event Venue District. The Special Tax and Lease Revenue Refunding Bonds, Series 2016 has an outstanding balance of $4,360,000 with a final maturity date of November 15, 2045 and a true interest cost of 2.963%. The Special Tax and Lease Revenue Refunding Bonds, Series 2021 has an outstanding balance of $3,525,000 with a final maturity date of November 15, 2051 and a true interest cost of 1.316%.

Thank you for your consideration in this matter. If you will please forward this information to the Council and if acceptable to you, I am available to present this budget at the September 13th meeting.

Sincerely,

Laura Storrs
Assistant City Manager

Attachment

Amarillo Potter Events Venue District
2022/2023 Proposed Budget

	2019/2020 Actual	2020/2021 Actual	2021/2022 Revised Estimate	2022/2023 Proposed Budget	CALCUALTION OF RESERVE BALANCES Common REV/EXP	ANC 60%	City 40%
Beginning Available Balance	**4,752,265**	**5,330,595**	***6,638,807***	**5,908,959**	500,000	2,760,973	2,647,986
30340 Vehicle Rental Tax	783,899	982,051	1,051,360	1,061,874	1,061,874		
30470 Hotel Occupancy Tax	1,559,435	2,436,093	2,826,273	2,885,349	2,885,349		
30480 Interest-Past Tax	-	-	-	-	-		
37110 Interest Income	53,599	11,376	20,762	42,900	42,900		
37410 Miscellaneous Revenue	120	150,582	120,286	126,420		126,420	
TREVENUE Total Revenues	2,397,053	3,580,102	4,018,681	4,116,543	3,990,123	126,420	-
51110 Office Expense				25	25		
61200 Postage				25	25		
62000 Professional	15,000	29,135	64,500	15,000		15,000	
63140 Audit Fee	6,972	7,100	7,250	7,613	7,613		
63705 Ama Tri-State Participation	268,392	181,582	616,037	998,500		998,500	
63710 ANC Management Contract	500,000	500,000	500,000	500,000		500,000	
63710 ANC Property Insurance	50,110	47,187	54,088	60,000		60,000	
63715 Civic Center Mgmt Contract	398,004	398,004	398,004	398,004			398,004
63900 Event Development	93,000	313,762	250,000	355,000		355,000	
78010 Fiscal Agent Fees	3,045	4,520	3,400	3,570	3,570		
92060 Civic Center Improv	-	-	2,075,000	1,900,000			1,900,000
92140 Events Debt Service	484,200	790,600	780,250	786,000	786,000		
TEXPENSES Total Expenses	1,818,723	2,271,890	4,748,529	5,023,737	797,233	1,928,500	2,298,004
Excess of Revenue over Common Expenditures					3,192,890	1,915,734	1,277,156
Increase (Decrease)in Reserve Balance				(907,194)	-	113,654	(1,020,848)
Ending Reserve Balance	*5,330,595*	*6,638,807*	*5,908,959*	5,001,765	500,000	2,874,627	1,627,138

63705 Ama Tri-State Participation	
Elevator Inspection	14,500
Repairs to ANC	60,000
Chain Link Fence Repair	25,000
Building Demolition, Surface Improvement and/or Remode	805,000
Entrance Gate Signage	46,000
Other Paving Repairs	48,000
	998,500

92060 Civic Center Improv	
Replace Lighting with LEDs	300,000
Remodel 8 Restrooms (Coliseum)	1,200,000
Remodel Restrooms (Box Office & Lobby)	400,000
	1,900,000

City of Amarillo 2023 Department Request by Business Unit
92300 - Amarillo Events District

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Revenues						
92300 - Amarillo Events District						
Interest Earnings						
37110 - Interest Income	47,064	9,830	8,500	3,307	3,300	-5,200
37109 - Interest Earnings	**47,064**	**9,830**	**8,500**	**3,307**	**3,300**	**-5,200**
Miscellaneous Revenue						
37410 - Miscellaneous Revenue	120	-	120	-	120	-
37400 - Miscellaneous Revenue	**120**	**-**	**120**	**-**	**120**	**-**
92300 - Amarillo Events District	**47,184**	**9,830**	**8,620**	**3,307**	**3,420**	**-5,200**
Total Revenues	**47,184**	**9,830**	**8,620**	**3,307**	**3,420**	**-5,200**
Expenditures						
92300 - Amarillo Events District						
Contractual Services						
62000 - Professional	-	-	-	-	-	-
60000 - Contractual Services	**-**	**-**	**-**	**-**	**-**	**-**
Other Charges						
76000 - Depreciation	631,748	689,163	631,373	631,373	637,137	5,764
70000 - Other Charges	**631,748**	**689,163**	**631,373**	**631,373**	**637,137**	**5,764**
92300 - Amarillo Events District	**631,748**	**689,163**	**631,373**	**631,373**	**637,137**	**5,764**
Total Expenditures	**631,748**	**689,163**	**631,373**	**631,373**	**637,137**	**5,764**

City of Amarillo 2023 Department Request by Business Unit
92310 - A/P Events Taxing Entity

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Revenues						
92310 - A/P Events Taxing Entity						
Gross Receipts Business Taxes						
30340 - Vehicle Rental Tax	783,899	982,051	931,401	1,051,360	1,061,874	130,473
30400 - Gross Receipts Business Taxes	**783,899**	**982,051**	**931,401**	**1,051,360**	**1,061,874**	**130,473**
Hotel Occupancy Tax						
30470 - Hotel Occupancy Tax	1,559,436	2,436,093	2,242,704	2,826,273	2,885,349	642,645
30480 - Interest-Past Tax	-	-	-	-	-	-
30469 - Hotel Occupancy Tax	**1,559,436**	**2,436,093**	**2,242,704**	**2,826,273**	**2,885,349**	**642,645**
Interest Earnings						
37110 - Interest Income	6,535	1,546	1,300	17,455	39,600	38,300
37109 - Interest Earnings	**6,535**	**1,546**	**1,300**	**17,455**	**39,600**	**38,300**
Miscellaneous Revenue						
37410 - Miscellaneous Revenue	-	150,582	156,000	120,286	126,300	-29,700
37400 - Miscellaneous Revenue	**-**	**150,582**	**156,000**	**120,286**	**126,300**	**-29,700**
92310 - A/P Events Taxing Entity	**2,349,870**	**3,570,272**	**3,331,405**	**4,015,374**	**4,113,123**	**781,718**
Total Revenues	**2,349,870**	**3,570,272**	**3,331,405**	**4,015,374**	**4,113,123**	**781,718**
Expenditures						
92310 - A/P Events Taxing Entity						
Supplies						
51110 - Office Expense	-	-	25	-	25	-
51000 - Supplies	**-**	**-**	**25**	**-**	**25**	**-**
Contractual Services						
61200 - Postage	-	-	25	-	25	-

City of Amarillo 2023 Department Request by Business Unit
92310 - A/P Events Taxing Entity

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
62000 - Professional	15,000	29,135	65,000	64,500	15,000	-50,000
63140 - Audit Fee	6,972	7,100	7,560	7,250	7,613	53
63705 - Ama Tri-State Participation	268,392	181,582	616,037	616,037	998,500	382,463
63710 - ANC Management Contract	550,110	547,187	560,000	554,088	560,000	-
63715 - Civic Center Mgmt Contract	398,004	398,004	398,004	398,004	398,004	-
63900 - Event Development	93,000	313,762	250,000	250,000	355,000	105,000
60000 - Contractual Services	**1,331,478**	**1,476,770**	**1,896,626**	**1,889,879**	**2,334,142**	**437,516**
Other Charges						
78010 - Fiscal Agent Fees	3,045	4,520	3,400	3,400	3,570	170
70000 - Other Charges	**3,045**	**4,520**	**3,400**	**3,400**	**3,570**	**170**
Operating Transfers						
92060 - Civic Center Improv	-	-	1,865,000	2,075,000	1,900,000	35,000
92140 - Events Debt Service	484,200	790,600	780,250	780,250	786,000	5,750
92000 - Operating Transfers	**484,200**	**790,600**	**2,645,250**	**2,855,250**	**2,686,000**	**40,750**
92310 - A/P Events Taxing Entity	**1,818,723**	**2,271,890**	**4,545,301**	**4,748,529**	**5,023,737**	**478,436**
Total Expenditures	**1,818,723**	**2,271,890**	**4,545,301**	**4,748,529**	**5,023,737**	**478,436**

City of Amarillo 2023 Department Request by Business Unit
92400 - Events District Debt Service

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Revenues						
92400 - Events District Debt Service						
Interest Earnings						
37110 - Interest Income	5,355	38	34	500	500	466
37109 - Interest Earnings	**5,355**	**38**	**34**	**500**	**500**	**466**
Operating Transfers In						
39590 - Tsf In Fr Venue Dist	484,200	790,600	780,250	780,250	786,000	5,750
39100 - Operating Transfers In	**484,200**	**790,600**	**780,250**	**780,250**	**786,000**	**5,750**
92400 - Events District Debt Service	**489,555**	**790,638**	**780,284**	**780,750**	**786,500**	**6,216**
Total Revenues	**489,555**	**790,638**	**780,284**	**780,750**	**786,500**	**6,216**
Expenditures						
92400 - Events District Debt Service						
Debt Service						
89100 - Bond Principal Payments	525,000	540,000	535,000	535,000	550,000	15,000
89200 - Bond Interest Payments	341,248	354,808	245,248	245,248	236,000	-9,248
89300 - Fiscal Agent Bond Fees	-	-	-	-	-	-
89000 - Debt Service	**866,248**	**894,808**	**780,248**	**780,248**	**786,000**	**5,752**
92400 - Events District Debt Service	**866,248**	**894,808**	**780,248**	**780,248**	**786,000**	**5,752**
Total Expenditures	**866,248**	**894,808**	**780,248**	**780,248**	**786,000**	**5,752**

Amarillo City Council
Agenda Transmittal Memo

Item No. 2F
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Fiscal Responsibility

Department	City Manager's Office Laura Storrs, Assistant City Manager

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 09-13-22-3

RESOLUTION – AUTHORIZING THE AMARILLO HOSPITAL DISTRICT 2022/2023 FISCAL YEAR BUDGET

(Laura Storrs, Assistant City Manager)

This resolution approves the 2022/2023 fiscal year budget and associated program of services for the Amarillo Hospital District (AHD). This budget is recommended for approval by the AHD Board of Managers.

Agenda Item Summary

This resolution approves the 2022/2023 fiscal year budget for the Amarillo Hospital District.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2022/2023 fiscal year budget has been reviewed and approved for Council consideration at the August 23, 2022 Amarillo Hospital District Board of Managers' meeting and at the August 18, 2022 Amarillo Hospital District Finance Committee meeting.

Staff Recommendation

Staff recommendation is to approve the 2022/2023 fiscal year budget for the Amarillo Hospital District.

08/18/22BSM

RESOLUTION NO. 09-13-22-3

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET OF THE AMARILLO HOSPITAL DISTRICT FOR THE FISCAL YEAR OCTOBER 1, 2022, TO SEPTEMBER 30, 2023.

WHEREAS, House Bill No. 70, Chapter 32 of the 56th Regular Session of the Legislature of the State of Texas requires that the budget of the Amarillo Hospital District be approved by the Board of Managers and be presented to the governing body of the City of Amarillo for final approval; and

WHEREAS, a budget for the fiscal year October 1, 2022, to September 30, 2023, has been prepared under the direction of the Board of Managers of the Hospital District and has been approved by the Board of Managers as required by law; and

WHEREAS, the proposed budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to a public hearing upon the budget; and after considering the comparative expenditures, other financial considerations and public comment, the City Council finds that the budget should be approved; now, therefore,

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

SECTION 1. That the budget as filed, together with any amendments made in public meetings, for the Amarillo Hospital District for the fiscal year October 1, 2022, to September 30, 2023, be and the same is hereby approved, adopted and ratified, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council on the 13th day of September 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

MEMO

CITY OF AMARILLO®
CITY MANAGER

To: Mayor Nelson

From: Laura Storrs, Assistant City Manager

Date: August 29, 2022

Subject: Amarillo Hospital District 2022/2023 Budget

Attached for your review is the proposed 2022/2023 Amarillo Hospital District Budget. The budget reflects revenue of $3.4 million and total expenditures of $15.2 million. Interest income projections of $3.0 million were prepared by the investment money managers and continue to reflect the lower interest rate environment and decreasing corpus balance. Estimated ending fund balance is projected at $139.5 million. The District Local Provider Participation Fund (LPPF) reflects an estimated beginning available fund balance of $9.8 million, mandatory payment assessments of $54.7 million and LPPF intergovernmental transfers of $64.5 million.

The District has reviewed a cash flow projection of the reserve balances through the year 2036. The projection reflects that there are sufficient corpus dollars to fund District operations through 2036. Annually during the budget process the District will continue to evaluate the anticipated balance of the corpus dollars throughout the life of the indigent care contract (which ends on May 8, 2036).

This budget has been reviewed at the August 23, 2022 meeting of the Amarillo Hospital District Finance Committee and recommended for approval by the Amarillo Hospital District Board at the August 18, 2022 meeting.

AMARILLO HOSPITAL DISTRICT

ESTIMATED RECEIPTS, EXPENDITURES & AVAILABLE CASH

	OPERATING FUND			LOCAL PROVIDER PARTICPATION FUND		
	2021/22		2022/23	2021/22		2022/23
	BUDGET	REVISED ESTIMATE	PROPOSED BUDGET	BUDGET	REVISED ESTIMATE	PROPOSED BUDGET
AVAILABLE FUNDS						
BEGINNING OF YEAR	158,781,829	158,596,805	151,318,397	356	39,196,660	9,778,573
ADD: BUDGETED REVENUE						
INTEREST INCOME	3,200,000	2,828,975	3,000,000	575	39,000	77,000
TOBACCO PROCEEDS	350,000	374,951	375,000			
LPPF ASSESSMENT				49,545,000	20,087,913	54,688,679
RENTAL	27,600	27,600	27,600			
OTHER		17,125				
MAKING AVAILABLE	162,359,429	161,845,456	154,720,997	49,545,931	59,323,573	64,544,252
DEDUCT EXPENDITURES:						
OPERATING	178,834	185,807	196,957	25,000	25,000	25,000
PROFESSIONAL SERVICES - OTHER	163,200	113,750	129,000			
LOCAL PROVIDER PARTICPATION FUND				49,520,000	49,520,000	64,488,679
INDIGENT CARE CONTRACT	7,700,160	7,700,164	7,700,164			
PUBLIC HEALTH CONTRACT	1,450,000	714,738	2,935,139			
TEXAS TECH	1,450,000	1,450,000	1,700,000			
TOBACCO FREE AMARILLO	350,000	350,000	375,000			
PENSION CONTRIBUTION	2,000,000	0	2,000,000			
PRIOR CLAIMS	22,000	12,600	15,000			
BUILDING IMPROVEMENT	0	0	150,000			
TOTAL EXPENDITURES	13,314,194	10,527,059	15,201,260	49,545,000	49,545,000	64,513,679
EXCESS REVENUE OVER EXPENDITURES	(9,736,594)	(7,295,533)	(11,798,660)	575	(29,418,087)	(9,748,000)
AVAILABLE FUNDS END OF YEAR	149,045,235	151,318,397	139,519,737	931	9,778,573	30,573

CALCULATION OF AVAILABLE FUNDS:	
CASH	3,158,633
ACCRUED INTEREST	749,127
INVESTMENTS	154,091,039
LESS: LCM ADJUSTMENT	385,779
OTHER CURRENT ASSETS	25,786,978
RESTRICTED ASSETS	14,082,860
LIABILITIES	(460,950)
CURRENT AVAILABLE FUNDS	197,793,466
PREPAID INDIGENT CARE	0
TOTAL	197,793,466

LPPF	
Cash and Fidelity	14,051,362
Receivable	25,145,298
	39,196,660

City of Amarillo 2023 Department Request by Business Unit
92100 - Amarillo Hospital Distr Opera

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Revenues						
92100 - Amarillo Hospital Distr Opera						
Prior Year's Levy						
30321 - Prior Year Collec Potte	258	12	-	1,610	-	-
30322 - Prior Year Collec Randa	-	-	-	-	-	-
30320 - Prior Year's Levy	**258**	**12**	**-**	**1,610**	**-**	**-**
Interest Earnings						
37110 - Interest Income	4,083,402	3,153,072	3,200,000	2,828,975	3,000,000	-200,000
37115 - Unrealized G/L	3,187,352	-4,474,256	-	-	-	-
37109 - Interest Earnings	**7,270,754**	**-1,321,185**	**3,200,000**	**2,828,975**	**3,000,000**	**-200,000**
Rent						
37154 - Other Rental Income	27,600	27,600	27,600	27,600	27,600	-
37150 - Rent	**27,600**	**27,600**	**27,600**	**27,600**	**27,600**	**-**
Miscellaneous Revenue						
37410 - Miscellaneous Revenue	327,141	367,171	350,000	390,466	375,000	25,000
37400 - Miscellaneous Revenue	**327,141**	**367,171**	**350,000**	**390,466**	**375,000**	**25,000**
92100 - Amarillo Hospital Distr Opera	**7,625,753**	**-926,402**	**3,577,600**	**3,248,651**	**3,402,600**	**-175,000**
Total Revenues	**7,625,753**	**-926,402**	**3,577,600**	**3,248,651**	**3,402,600**	**-175,000**
Expenditures						
92100 - Amarillo Hospital Distr Opera						
Personal Services						
42130 - Retirement Trust - AHD	-120,052	-128,085	2,000,000	-	2,000,000	-
41000 - Personal Services	**-120,052**	**-128,085**	**2,000,000**	**-**	**2,000,000**	**-**

City of Amarillo 2023 Department Request by Business Unit
92100 - Amarillo Hospital Distr Opera

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Supplies						
51110 - Office Expense	532	593	1,000	100	1,000	-
51200 - Operating	4,657	4,777	4,150	5,100	5,100	950
51000 - Supplies	**5,189**	**5,371**	**5,150**	**5,200**	**6,100**	**950**
Contractual Services						
61100 - Communications Billing	833	850	867	867	867	-
61200 - Postage	28	14	220	100	220	-
61410 - Tuition	240	240	300	240	300	-
62000 - Professional	1,684,921	1,982,536	1,963,200	1,913,750	2,204,000	240,800
63140 - Audit Fee	58,500	58,500	61,500	58,500	61,500	-
63420 - Indigent Care	7,189,896	7,791,191	7,700,160	7,700,164	7,700,164	4
63430 - Public Health	1,029,566	932,550	1,450,000	714,738	2,935,139	1,485,139
63455 - Community Projects	-	-	-	-	-	-
60000 - Contractual Services	**9,963,984**	**10,765,880**	**11,176,247**	**10,388,359**	**12,902,190**	**1,725,943**
Other Charges						
71290 - Comp Claims Paid	-	-	22,000	12,600	15,000	-7,000
75100 - Travel	-	-	1,000	-	1,000	-
75300 - Meals and Local	-	-	850	-	850	-
76000 - Depreciation	8,195	4,760	8,160	-	-	-8,160
78010 - Fiscal Agent Fees	77,785	83,680	78,000	86,500	90,000	12,000
71100 - Insurance and Bonds	29,750	30,446	-	34,400	36,120	36,120
70000 - Other Charges	**115,730**	**118,886**	**110,010**	**133,500**	**142,970**	**32,960**
Capital Outlay						
83200 - Improvement	-	-	-	-	150,000	150,000
80000 - Capital Outlay	**-**	**-**	**-**	**-**	**150,000**	**150,000**
92100 - Amarillo Hospital Distr Opera	**9,964,851**	**10,762,052**	**13,291,407**	**10,527,059**	**15,201,260**	**1,909,853**

City of Amarillo 2023 Department Request by Business Unit
92100 - Amarillo Hospital Distr Opera

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Total Expenditures	9,964,851	10,762,052	13,291,407	10,527,059	15,201,260	1,909,853

City of Amarillo 2023 Department Request by Business Unit
92120 - AHD LPPF

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Revenues						
92120 - AHD LPPF						
Interest Earnings						
37110 - Interest Income	57,782	654	575	39,000	77,000	76,425
37109 - Interest Earnings	**57,782**	**654**	**575**	**39,000**	**77,000**	**76,425**
Miscellaneous Revenue						
37405 - LPPF Mandatory Payments	17,853,204	11,879,563	49,545,000	20,087,913	54,688,679	5,143,679
37400 - Miscellaneous Revenue	**17,853,204**	**11,879,563**	**49,545,000**	**20,087,913**	**54,688,679**	**5,143,679**
92120 - AHD LPPF	**17,910,986**	**11,880,217**	**49,545,575**	**20,126,913**	**54,765,679**	**5,220,104**
Total Revenues	**17,910,986**	**11,880,217**	**49,545,575**	**20,126,913**	**54,765,679**	**5,220,104**
Expenditures						
92120 - AHD LPPF						
Contractual Services						
62000 - Professional	6,472	8,876	-	25,000	-	-
63435 - IGT to State	20,136,782	20,080,247	49,520,000	49,520,000	64,488,679	14,968,679
60000 - Contractual Services	**20,143,253**	**20,089,123**	**49,520,000**	**49,545,000**	**64,488,679**	**14,968,679**
Other Charges						
78010 - Fiscal Agent Fees	-	-	25,000	-	25,000	-
70000 - Other Charges	**-**	**-**	**25,000**	**-**	**25,000**	**-**
92120 - AHD LPPF	**20,143,253**	**20,089,123**	**49,545,000**	**49,545,000**	**64,513,679**	**14,968,679**
Total Expenditures	**20,143,253**	**20,089,123**	**49,545,000**	**49,545,000**	**64,513,679**	**14,968,679**

Amarillo City Council
Agenda Transmittal Memo

Item No. 2G
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Redevelopment

Department	City Manager's Office Laura Storrs, Assistant City Manager

Agenda Caption

CONSIDER RESOLUTION NO. 09-13-22-4 – AUTHORIZING THE CENTER CITY TAX INCREMENT REINVESTMENT ZONE NUMBER ONE 2022/2023 FISCAL YEAR BUDGET
(Laura Storrs, Assistant City Manager)

This resolution approves the 2022/2023 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors.

Agenda Item Summary

This resolution approves the 2022/2023 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2022/2023 fiscal year budget has been reviewed and approved for Council consideration at the August 11, 2022 Tax Increment Reinvestment Zone Number One board meeting.

Staff Recommendation

Staff recommendation is to approve the 2022/2023 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One.

08/12/2022 BSM

RESOLUTION NO. 09-13-22-4

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 1, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1, 2022, TO SEPTEMBER 30, 2023.

WHEREAS, Tax Increment Reinvestment Zone No. 1, City of Amarillo was created in December, 2006 by municipal ordinance pursuant to state law, and it is required that the budget of said Zone be presented to the governing body of the City of Amarillo for final approval; and

WHEREAS, a budget for the fiscal year October 1, 2022, to September 30, 2023, has been prepared under the direction of the Board of Directors of said Zone as required by law; and

WHEREAS, the proposed budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to a public hearing upon the budget; and after considering the comparative expenditures, other financial considerations and public comment, the City Council finds that the budget should be approved; now, therefore,

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

SECTION 1. That the budget as filed, together with any amendments made in public meetings, for the Tax Increment Reinvestment Zone No. 1 for the fiscal year October 1, 2022, to September 30, 2023, be and the same is hereby approved, adopted and ratified together with any amendments made in public meeting at which it is considered.

SECTION 2. That the chair may authorize adjustments and transfers between and among line items in the budget so long as such does not increase the total expenses or obligations in excess of the budget here approved in Section 1.

INTRODUCED AND PASSED by the City Council on the 13th day of September 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

92710 - TIRZ #1
Budget 2022/23

	Amended Budget 2021/22	Revised Estimate 2021/22	Proposed Budget 2022/23
Beginning Cash	**1,003,332**	**1,083,395**	**1,293,294**
Revenue			
Potter County	776,508	798,895	906,404
City of Amarillo	447,498	500,378	568,167
Amarillo College	256,907	238,425	270,726
Panhandle Groundwater District	11,501	11,525	13,076
30310 TIRZ Participation	1,492,414	1,549,223	1,758,373
37109 Interest Earnings	3,000	5,000	5,000
Other Income			
TREVENUE Total Revenues	1,495,414	1,554,223	1,763,373
Expenditures			
51110 Office Expense	400	212	400
61200 Postage			
61300 Advertising	375	-	375
61400 Dues	850	-	850
62000 Professional	30,000	-	30,000
63140 Audit Fee	3,974	3,860	4,053
63455 Community Projects	100,000	100,000	100,000
63455 Community Projects - Way Finding	125,000	125,000	
63455 Community Projects - Gateway Arches	210,000	210,000	
63455 Community Projects - FBSW Agreement	10,000	10,000	10,000
63500 Center City Inc.	150,000	150,000	150,000
74000 Printing and Binding	250	-	250
75100 Travel	2,500	-	2,500
75300 Meals and Local	1,550	500	1,550
77215 Tax Refund - Courtyard by Marriott	90,273	59,775	92,334
77215 Tax Refund - Toot 'n Totum	7,546	7,806	9,123
77215 Tax Refund - 10th Avenue Lofts	4,530	4,686	5,156
77215 Tax Refund - Double R Lofts	24,688	26,162	26,162
77215 Tax Refund - SPS	233,183	241,229	241,229
77215 Tax Refund - Embassy Suites	144,887	137,311	157,749
77215 Tax Refund - Firestone	10,263	10,251	10,251
77215 Tax Refund - Woolworth	14,359	14,854	14,854
77215 Tax Refund - Levine's	20,457	21,162	21,162
77215 Tax Refund - Dubs Development	13,604	14,073	20,673
77215 Tax Refund - FBSW Tower Residential	9,778	10,116	14,100
91000 Loan to Outside Entity			
92170 Trfr to Debt Service	137,250	137,250	135,050
Debt Service on loan from the City ($1.85 million)	110,076	110,076	110,076
Total Recurring Expenses	1,455,792	1,394,324	1,157,897
Ending Cash	**1,042,954**	**1,243,294**	**1,898,771**
Targeted Fund Balance			
90 days operating reserve			228,193
One year's debt service			245,126
Targeted Fund Balance			473,319
Available Funds at 9/30/2021			
Cash and investments	2,119,902		
Accrued interest receivable & A/R	9		
Liabilities	(11,416)		
Outstanding Projects			
Wayfinding	(675,100)		
501 S. Grant (17/18 Center City)	-		
800 S. Harrison (WT Community Project 17/18)	(50,000)		
600 S. Tyler FBSW Tower Residential Project (Comn	(150,000)		
701 SE 10th (Center City Main Street FY19/20)	(50,000)	50,000	
1314 S. Polk - Sharpened Iron Studios (Community I	(50,000)		
Pergola Shop Stater Construction (Community Proj	(50,000)		
	1,083,395	**1,293,294**	

City of Amarillo 2023 Department Request by Fund
09270 - TIRZ #1 Fund

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Revenues						
92710 - TIRZ #1 Rev & Exp						
Current Year's Levy						
30310 - Collec Potter County As	1,339,763	1,463,592	1,492,414	1,549,223	1,758,373	265,959
30300 - Current Year's Levy	**1,339,763**	**1,463,592**	**1,492,414**	**1,549,223**	**1,758,373**	**265,959**
Interest Earnings						
37110 - Interest Income	80,243	73,170	3,000	5,000	5,000	2,000
37109 - Interest Earnings	**80,243**	**73,170**	**3,000**	**5,000**	**5,000**	**2,000**
Miscellaneous Revenue						
37410 - Miscellaneous Revenue	74,448	-	150	-	-	-150
37400 - Miscellaneous Revenue	**74,448**	**-**	**150**	**-**	**-**	**-150**
92710 - TIRZ #1 Rev & Exp	**1,494,454**	**1,536,762**	**1,495,564**	**1,554,223**	**1,763,373**	**267,809**
Total Revenues	**1,494,454**	**1,536,762**	**1,495,564**	**1,554,223**	**1,763,373**	**267,809**
Expenditures						
92710 - TIRZ #1 Rev & Exp						
Supplies						
51110 - Office Expense	-	-	400	212	400	-
51000 - Supplies	**-**	**-**	**400**	**212**	**400**	**-**
Contractual Services						
61300 - Advertising	-	-	375	-	375	-
61400 - Dues	-	-	850	-	850	-
62000 - Professional	-	-	30,000	-	30,000	-
63140 - Audit Fee	3,710	3,785	3,974	3,860	4,053	79
63455 - Community Projects	74,448	375	320,000	445,000	110,000	-210,000

City of Amarillo 2023 Department Request by Fund
09270 - TIRZ #1 Fund

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
63500 - Center City Inc.	100,000	-	150,000	150,000	150,000	-
60000 - Contractual Services	**178,158**	**4,160**	**505,199**	**598,860**	**295,278**	**-209,921**
Other Charges						
74000 - Printing and Binding	-	-	250	-	250	-
75100 - Travel	-	-	2,500	-	2,500	-
75300 - Meals and Local	297	-	1,550	500	1,550	-
77215 - Tax Payments on Leased L	544,884	560,897	573,567	547,426	612,793	39,226
70000 - Other Charges	**545,181**	**560,897**	**577,867**	**547,926**	**617,093**	**39,226**
Debt Service						
89200 - Bond Interest Payments	48,687	46,504	110,075	110,076	110,076	1
89000 - Debt Service	**48,687**	**46,504**	**110,075**	**110,076**	**110,076**	**1**
Inter Reimbursements						
91000 - Loan to Outside Entity	68,326	70,885	150	-	-	-150
90000 - Inter Reimbursements	**68,326**	**70,885**	**150**	**-**	**-**	**-150**
Operating Transfers						
92130 - General Construction	-	-	-	-	-	-
92170 - Trsf to Debt Service	157,638	140,575	137,250	137,250	135,050	-2,200
92000 - Operating Transfers	**157,638**	**140,575**	**137,250**	**137,250**	**135,050**	**-2,200**
92710 - TIRZ #1 Rev & Exp	**997,989**	**823,021**	**1,330,941**	**1,394,324**	**1,157,897**	**-173,044**
Total Expenditures	**997,989**	**823,021**	**1,330,941**	**1,394,324**	**1,157,897**	**-173,044**

Amarillo City Council
Agenda Transmittal Memo

Item No. 2H
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Redevelopment

Department	City Manager's Office Laura Storrs, Assistant City Manager

Agenda Caption

RESOLUTION NO. 09-13-22-5 – AUTHORIZING THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (EAST GATEWAY TIRZ) 2022/2023 FISCAL YEAR BUDGET
(Laura Storrs, Assistant City Manager)

This resolution approves the 2022/2023 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ). This budget is recommended for approval by the TIRZ #2 Board of Directors.

Agenda Item Summary

This resolution approves the 2022/2023 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2022/2023 fiscal year budget has been reviewed and approved for Council consideration at the August 18, 2022 Tax Increment Reinvestment Zone Number Two board meeting.

Staff Recommendation

Staff recommendation is to approve the 2022/2023 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ).

08/12/2022 BSM_____

RESOLUTION NO. 09-13-22-5

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL: ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 2, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1, 2022, TO SEPTEMBER 30, 2023.

WHEREAS, Tax Increment Reinvestment Zone No. 2, City of Amarillo was created in November 2016, by municipal ordinance pursuant to state law, and it is required that the budget of said Zone be presented to the governing body of the City of Amarillo for final approval; and

WHEREAS, a budget for the fiscal year October 1, 2022, to September 30, 2023, has been prepared under the direction of the Board of Directors of said Zone as required by law; and

WHEREAS, the proposed budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to a public hearing upon the budget; and after considering the comparative expenditures, other financial considerations and public comment, the City Council finds that the budget should be approved; now, therefore,

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

SECTION 1. That the budget as filed, together with any amendments made in public meetings, for the Tax Increment Reinvestment Zone No. 2 for the fiscal year October 1, 2022, to September 30, 2023, be and the same is hereby approved, adopted and ratified together with any amendments made in public meeting at which it is considered.

SECTION 2. That the chair may authorize adjustments and transfers between and among line items in the budget so long as such does not increase the total expenses or obligations in excess of the budget here approved in Section 1.

INTRODUCED AND PASSED by the City Council on the 13th day of September 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____
Bryan McWilliams, City Attorney

9271 - TIRZ #2 Rev & Exp
Budget for Fiscal Year 2022/2023

	Approved Budget 2021/22	Revised Estimate 2021/22	Proposed Budget 2022/23
AVAILABLE FUNDS, beginning of year	**$ 332,311**	**$ 332,311**	**$ 587,085**
Revenues			
Potter County	130,153	133,905	230,456
City of Amarillo	74,682	83,507	144,429
Amarillo College	42,875	39,790	68,819
Panhandle Groundwater District	1,928	1,932	3,325
30310 Total TIRZ Participation Revenue	249,638	259,134	447,029
37109 Interest Earnings	-	-	-
TOTAL REVENUES	249,638	259,134	447,029
Expenditures			
51110 Office Expense	400	-	400
61200 Postage	-	-	-
61300 Advertising	375	-	375
61400 Dues	850	-	850
62000 Professional	64,600	-	50,000
63140 Audit Fee	3,974	3,860	4,053
63455 Community Projects	-	-	100,000
74000 Printing and Binding	250	-	250
75100 Travel	10,000	-	10,000
75300 Meals and Local	1,550	500	1,550
77215 Tax Refunds	-	-	-
Debt Service	-	-	150,000
TOTAL EXPENDITURES	81,999	4,360	317,478
AVAILABLE FUNDS, end of year	**$ 499,950**	**$ 587,085**	**$ 716,636**
Targeted Fund Balance			
90 days operating reserve			$ 41,870
One year's debt service			-
Targeted Fund Balance			$ 41,870

Available Funds at 9/30/2021	
Cash and investments	$ 351,711
Accrued interest receivable	-
Liabilities	(19,400)
	$ 332,311

City of Amarillo 2023 Department Request by Summary
Summary

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
Revenues						
92711 - Tax Increment Reinvestment #2						
Current Year's Levy						
30310 - Collec Potter County As	157,676	221,560	249,638	259,134	447,029	197,391
30300 - Current Year's Levy	**157,676**	**221,560**	**249,638**	**259,134**	**447,029**	**197,391**
Interest Earnings						
37110 - Interest Income	-	-	-	-	-	-
37109 - Interest Earnings	**-**	**-**	**-**	**-**	**-**	**-**
92711 - Tax Increment Reinvestment #2	**157,676**	**221,560**	**249,638**	**259,134**	**447,029**	**197,391**
Total Revenues	**157,676**	**221,560**	**249,638**	**259,134**	**447,029**	**197,391**
Expenditures						
92711 - Tax Increment Reinvestment #2						
Supplies						
51110 - Office Expense	-	-	400	-	400	-
51000 - Supplies	**-**	**-**	**400**	**-**	**400**	**-**
Contractual Services						
61300 - Advertising	-	-	375	-	375	-
61400 - Dues	-	-	850	-	850	-
62000 - Professional	56,117	48,500	64,600	-	50,000	-14,600
63140 - Audit Fee	3,710	3,785	3,974	3,860	4,053	79
63455 - Community Projects	-	-	-	-	100,000	100,000
60000 - Contractual Services	**59,827**	**52,285**	**69,799**	**3,860**	**155,278**	**85,479**
Other Charges						
74000 - Printing and Binding	-	-	250	-	250	-
75100 - Travel	-	-	10,000	-	10,000	-

City of Amarillo 2023 Department Request by Summary
Summary

Description	2019 Actual	2020 Actual	2021 Budget	2021 Revised Estimate	2022 Dept Request	Dept Request Variance
75300 - Meals and Local	546	-	1,550	500	1,550	-
70000 - Other Charges	**546**	**-**	**11,800**	**500**	**11,800**	**-**
Operating Transfers						
92130 - General Construction	-	-	-	-	150,000	150,000
92000 - Operating Transfers	**-**	**-**	**-**	**-**	**150,000**	**150,000**
92711 - Tax Increment Reinvestment #2	**60,373**	**52,285**	**81,999**	**4,360**	**317,478**	**235,479**
Total Expenditures	**60,373**	**52,285**	**81,999**	**4,360**	**317,478**	**235,479**

Amarillo City Council
Agenda Transmittal Memo

Item No. 21
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Redevelopment

Department	Amarillo Economic Development Corporation Kevin Carter, President and CEO

Agenda Caption

RESOLUTION – APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2022/2023 FOR THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION

(Kevin Carter, President and CEO of the Amarillo Economic Development Corporation)

This resolution approves the 2022/2023 budget for the Amarillo Economic Development Corporation. The Amarillo Economic Development Corporation's purpose is promoting and developing warehousing, industrial and manufacturing enterprises to promote and encourage employment and the public welfare.

Agenda Item Summary

This resolution approves the 2022/2023 budget for the Amarillo Economic Development Corporation. The Amarillo Economic Development Corporation's purpose is promoting and developing warehousing, industrial and manufacturing enterprises to promote and encourage employment and the public welfare. This budget is recommended for approval by the Amarillo Economic Development Corporation Board of Directors.

Requested Action

Council consideration and approval of the Amarillo Economic Development Corporation 2022/2023 fiscal year budget.

Funding Summary

N/A

Community Engagement Summary

The 2022/2023 fiscal year budget has been reviewed and approved for Council consideration at the August 29, 2022 meeting of the Amarillo Economic Development Corporation Board of Directors.

Staff Recommendation

Staff recommendation is to approve the Amarillo Economic Development Corporation 2022/2023 fiscal year budget.

08/12/22 BSM

08/12/2022 BSM

RESOLUTION NO. 09-13-22-6

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2022-2023 FOR THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the creation of the Amarillo Economic Development Corporation was authorized by City of Amarillo Resolution No. 1-16-90-2 for the purpose of promoting and developing warehousing, industrial, and manufacturing enterprises in order to promote and encourage employment and the public welfare, in accordance with state law; and

WHEREAS, by a majority vote of persons voting on November 7, 1989 the City Council levies an additional sales tax of one-half percent to be used for the above stated activities by the Amarillo Economic Development Corporation; and

WHEREAS, the Bylaws of the Amarillo Economic Development Corporation require that it submit its annual budget to the City Council for approval; and

WHEREAS, the Board of Directors of the Amarillo Economic Development Corporation has prepared, approved and submitted a proposed budget for approval; and

WHEREAS, the City Council finds that the proposed budget is in order and should be approved; now, therefore,

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

SECTION 1. That the Proposed Operating Budget for the period of October 1, 2022 to September 30, 2023 of the Amarillo Economic Development Corporation, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting.

SECTION 2. The City Secretary shall certify a copy of this Resolution to the Amarillo Economic Development Corporation, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 13th day of September 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

AMARILLO ECONOMIC DEVELOPMENT

AMARILLO ECONOMIC DEVELOPMENT CORPORATION
FY 2022-2023 BUDGET REQUEST
SUMMARY

	OPERATING FUND				
	FY 18-19	**FY 19-20**	**FY 20-21**	**FY 21-22**	**FY 22-23**
ADMINISTRATIVE					
Personnel	$1,177,500	$1,254,700	$1,254,700	$1,315,816	$1,537,140
Operations	$366,500	$388,800	$388,800	$398,340	$430,200
Total Administrative	*$1,544,000*	*$1,643,500*	*$1,643,500*	*$1,714,156*	*$1,967,340*
MARKETING/BUSINESS DEVELOPMENT					
Marketing/Business Development	$600,000	$1,700,000	$700,000	$750,000	$800,000
TOTAL ADMINISTRATIVE & MARKETING/BUSINESS DEV.	**$2,144,000**	**$3,343,500**	**$2,343,500**	**$2,464,156**	**$2,767,340**
	PROJECT FUND				
	FY 18-19	**FY 19-20**	**FY 20-21**	**FY 21-22**	**FY 22-23**
TOTAL PROJECT SUPPORT	$1,000,000	$800,000	$800,000	$1,400,000	$1,453,000
GRAND TOTAL	**$3,144,000**	**$4,143,500**	**$3,143,500**	**$3,864,156**	**$4,220,340**

AMARILLO ECONOMIC DEVELOPMENT

AMARILLO ECONOMIC DEVELOPMENT CORPORATION
FY 2022-2023 BUDGET REQUEST
BUDGET DETAIL

OPERATING FUND

ADMINISTRATIVE

PERSONNEL

Payroll		
AEDC Payroll	$1,024,500	
TPRDC Payroll*	$140,000	
Total Payroll (AEDC and TPRDC)		**$1,164,500**
Benefits		
AEDC Benefits (32% of payroll)	$327,840	
TPRDC Benefits (32% of payroll)*	$44,800	
Total Benefits (AEDC and TPRDC)		**$372,640**
TOTAL PERSONNEL (Payroll & Benefits)		**$1,537,140**

OPERATIONS

Auto Expenses (AEDC owned vehicle)	$15,000	
Office Supplies	$5,000	
Postage	$1,000	
Dues (local organizations)	$10,000	
Office Rent	$85,000	
Leased Equipment	$10,000	
Subscriptions	$1,500	
Communications	$17,500	
Travel Expense	$20,000	
Mileage (local)	$1,000	
Expenses (local)	$25,000	
Professional Services(legal, audit, retirement fees)	$60,000	
Fiscal Agent Fee	$35,000	
Insurance & Bond (property, general liability, D&O)	$75,000	
Capital Expense	$17,000	
TOTAL OPERATIONS		**$378,000**

TPRDC

Travel*	$5,250	
Office Support* (office expense to AEDC)	$46,950	
Total TPRDC Travel and Office Support		**$52,200**
TOTAL OPERATIONS		**$430,200**

TOTAL ADMINISTRATIVE	**$1,967,340**

(*Direct Reimbursement from TPRDC to AEDC)

MARKETING

The Marketing budget line items are comprised of select component categories including:

- -Marketing Support, Technology & Software
- -Content Development & Collateral Materials
- -Business Development
- -Business Retention and Expansion
- -Local Market Development
- -Workforce Initiatives

*For more information please see Exhibit A

TOTAL MARKETING	**$800,000**
TOTAL ADMINISTRATIVE & MARKETING	**$2,767,340**

PROJECT FUND

PROJECT SUPPORT

The Project Support budget covers a number of large individual project budget items.

Amarillo Chamber of Commerce (program partnership support)	$75,000	
Ports-to-Plains Membership (paid for the City of Amarillo annually)	$115,000	
Team Texas / Texas ED Council Membership	$38,000	
High Ground of Texas Membership	$25,000	
Texas Economic Development Corporation Membership	$25,000	
Business Park Infrastructure improvements	$500,000	
WT Enterprise Center - Enterprize Challenge Program	$575,000	
Amarillo Global Food Hub Membership	$100,000	
TOTAL PROJECT SUPPORT		**$1,453,000**
GRAND TOTAL		**$4,220,340**

AMARILLO ECONOMIC DEVELOPMENT

EXHIBIT A: MARKETING & BUSINESS DEVELOPMENT BUDGET DETAIL - FY 2022-2023

		Estimated Cost	FY 22-23 BUDGET REQUEST
Marketing Support			
Paid Media	Paid social media promotions, Google marketing, and local ad placements	$35,000	
Website	Enhancements, page additions and redesign as needed	$10,000	
Photography for print and web	New local images for use on website and collateral print/digital use	$5,000	
Inbound marketing & sales development support	Full service digital marketing/consulting services for AEDC marketing and biz dev strategies. Includes web design and maintenance, graphic design, media services and or mixed media presentations/animation. Also includes blog content development and additional creative input on all digital and print materials. CRM management to support complete sales cycle.	$100,000	
	SUBTOTAL	$150,000	$150,000
Marketing Technology & Software			
HubSpot	Annual contract cost for website/email/social media monitoring & management with sales software & sales capability	$32,000	
GIS Systems	Annual contract for mapping and demographic software and website shared with the City of Amarillo	$13,000	
	SUBTOTAL	$45,000	$45,000
Content Development			
Copywriting	Additional services needed for website/blog/paid media copy as needed	$5,000	
Graphic Design	Additional graphic design services as needed for print/web content	$5,000	
Video Content Production	Video content production for national campaign use	$15,000	
	SUBTOTAL	$25,000	$25,000
Collateral Materials			
Annual Printing Needs	Printing of various reports, brochures and maps	$10,000	
Promotional Giveaways	Promotional items for distribution at conferences/trade shows to support AEDC brand	$12,000	
Prospect Follow Up	Thank you gifts for prospects or key site selectors following favorable discussions or events	$8,000	
	SUBTOTAL	$30,000	$30,000
Business Development			
Ports to Plains Events	Registration & travel costs for (3) Ports to Plains events.	$5,000	
Team Texas Events	Registration & travel costs for (8) Team Texas events	$45,000	
High Ground of Texas Events	Registration & travel costs for (6) High Ground of Texas events	$35,000	
Consultant Road Shows/Conferences	Travel costs for trips to visit site consultants and attend CRE events	$40,000	
TEDC Events	Registration & travel costs for participation in TEDC hosted events.	$25,000	
Texas Development Corporation events	Registration & travel costs for participation in Governor's office ED events.	$25,000	
Target Industry Conferences	Registration & travel costs for industry focused conferences	$50,000	
Target Industry Conference Sponsorships	Sponsorships for (3) industry conferences	$85,000	
Private Industry Receptions	Costs associated with (6) private reception events in targeted local markets with key industry individuals	$50,000	
	SUBTOTAL	$360,000	$360,000
Local Market Development			
Local Events	Support of City, SBDC, and Chamber events	$25,000	
State of the Economy	Speaker fees, catering, collateral, and promotional needs	$45,000	
	SUBTOTAL	$70,000	$70,000
Business Retention and Expansion Initiatives			
Employer Engagement	Existing primary employer outreach	$10,000	
Corporate Site Visits	Site visits to (4) corporate HQ locations outside of Amarillo	$30,000	
BRE Marketing	BRE targeted marketing/events/receptions	$15,000	
	SUBTOTAL	$55,000	$55,000
Workforce Initiatives			
Employer Engagement	Building Your Future workforce events (2)	$14,000	
Social Media Promotions / Printed Materials	Monthly campaigns / printed collateral	$3,500	
Sponsored Partnerships	Sponsorships for area events including career fairs, STEM programs, workforce events, etc.	$10,000	
Workforce Digital Content	Workforce software, blogs, videos, photography, etc for Take Root site and events	$15,000	
Intern Experience	Summer Intern Experience events and collateral	$7,500	
	SUBTOTAL	$50,000	$50,000
Miscellaneous			
Miscellaneous		$15,000	
	SUBTOTAL	$15,000	$15,000
TOTAL MARKETING & BUSINESS DEVELOPMENT			**$800,000**

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	Council Pillar	Economic Development and Redevelopment

Department	City Manager's Office	Contact	Andrew Freeman, Assistant City Manager

Agenda Caption

CONSIDER APPROVAL -- AGREEMENT FOR SERVICES WITH CENTER CITY OF AMARILLO, INC.:

This item approves a one (1) year agreement with Center City of Amarillo, Inc. for continued services associated with the preservation, improvement and revitalization of the Central Business District of Amarillo. Two sources of funding are included in the agreement:

- The City will provide $120,750 for administrative operations.
- The City will provide $70,000 as matching funds for a Center City facade grant program up to $20,000 to a business for exterior building improvements.
- The Tax Increment Reinvestment Zone #1 will provide $150,000 for matching grants up to $50,000 for streetscape improvements in the City's right of way.

Agenda Item Summary

This item approves a one (1) year agreement with Center City of Amarillo, Inc. for continued services associated with the preservation, improvement and revitalization of the Central Business District of Amarillo.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The Tax Increment Reinvestment Zone Number One 2022/2023 fiscal year budget has been reviewed and approved by the Tax Increment Reinvestment Zone Number One Board for the $150,000 TIRZ participation.

Staff Recommendation

City staff recommendation is to approve the 2022/2023 agreement for services with Center City of Amarillo, Inc.

09/1/21 BSM_____

AGREEMENT FOR SERVICES BETWEEN
CENTER CITY OF AMARILLO INCORPORATED,
TAX INCREMENT REINVESTMENT ZONE NO. 1
AND
THE CITY OF AMARILLO

DRAFT

This Agreement is entered into by and between the CITY OF AMARILLO, a municipal corporation situated in Potter and Randall Counties, Texas ("the CITY") and CENTER CITY OF AMARILLO INCORPORATED ("CENTER CITY"), a Texas nonprofit corporation and Tax Increment Reinvestment Zone #1 ("TIRZ #1").

WHEREAS, the CITY is interested in maintaining a viable downtown that would be attractive to the development of office complexes, residential complexes and supportive retail uses; and,

WHEREAS, in order to maintain and promote any area of the city, private entities must be interested in and support the CITY's efforts in maintaining and revitalizing the area; and,

WHEREAS, such improvements will aid and promote both tourism and economic development (jobs and stimulation of commercial and economic activity); and,

WHEREAS, on December 19, 2006, the City Commission approved Ordinance No. 7012 establishing Tax Increment Reinvestment Zone Number One, City of Amarillo, Texas, (the "Zone") in accordance with the Tax Increment Grant Act, as amended (V.T.C.A., Tax Code, Chapter 311) to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, CENTER CITY and the TAX INCREMENT REINVESTMENT ZONE No. 1 are organized and dedicated to the preservation, improvement and revitalization of the downtown area of Amarillo to accomplish the goals and outcomes referenced just above, and are a valuable source of these services to the CITY; and,

WHEREAS, the parties wish to work cooperatively to develop, maintain, preserve, improve, and revitalize the downtown area, and enter into this agreement to further those purposes; THEREFORE:

W I T N E S S E T H:

1. PURPOSE. CENTER CITY will use all means available to improve and revitalize Amarillo's downtown area while preserving the historic integrity of the district. It will strive to reduce further deterioration of downtown structures, promote and assist in the revitalization and redevelopment of downtown Amarillo through marketing and organizing activities and projects, encourage economic investment and development in targeted areas, and develop ways and means to implement portions of the Downtown Amarillo Strategic Action Plan. CENTER CITY will strive to achieve its goals by pursuing sources of funding, including working cooperatively with Tax Increment Reinvestment Zone No. 1 on certain improvements in the public right of way when appropriate, obtaining planning and other consulting services and coordinating various projects affecting downtown Amarillo.

2. BUSINESS FAÇADE INCENTIVE PROGRAM. In Fiscal Year 2022-2023, the CITY shall pay CENTER CITY a maximum of ONE HUNDRED NINETY THOUSAND SEVEN

HUNDRED FIFTY DOLLARS ($190,750.00) as follows:

a) ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($120,750) in equal quarterly installments for administrative costs (payment dates to be determined by the CITY Director of Finance).

b) A maximum of SEVENTY THOUSAND DOLLARS ($70,000.00) payable quarterly to CENTER CITY to provide a one dollar ($1.00) match for every one dollar ($1.00) of private money spent for the Business Facade Incentive projects as described in this Section.

2.A. All requests for payment will be reviewed by the CITY's Director of Finance. CENTER CITY will submit to the Director of Finance a quarterly report showing the activities and progress of each project which CENTER CITY undertakes with funds for façade grants.

2.B. The City finds that there is a significant public purpose to be served by the revitalization of the downtown area, which can be fulfilled by improving the aesthetic qualities of the downtown area. To accomplish such public purpose, in part, CENTER CITY will establish a Building Facade Incentive program that will provide matching grants (consistent with Downtown Amarillo Strategic Action Plan and the Downtown Urban design Standards) up to a maximum of $20,000 per property for the following exteriors of properties, visible from public streets:

- Masonry cleaning and repair
- Sign repair or replacement
- Awning repair or replacement
- Painting
- Facade restoration
- Landscaping

The grants will be reviewed and approved by the CENTER CITY Board and work will be completed prior to the matching payment by the City's Director of Finance. All payments will be made to CENTER CITY. CENTER CITY will submit to the CITY an annual audit of CENTER CITY within 90 days following the expiration of the Term of this agreement.

3. TIRZ STREETSCAPE GRANT PROGRAM. In Fiscal Year 2022-2023, upon recommendation by the Tax Increment Reinvestment Zone #1 Board of Directors, the CITY shall pay to Center City a maximum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) to be used in combination with money provided for the Façade Grant Program described in Section 2 of this Agreement and in accordance with the following provisions.

3.A. All requests for payment will be reviewed by the City's Director of Finance. Center City will submit to the Director of Finance a quarterly report showing the activities and progress of each streetscape project City Center undertakes with TIRZ funds.

3.B. The Tax Increment Reinvestment Zone #1 Board of Directors find that there is a significant public purpose that is served by the Center City Façade Incentive Program as it relates to the revitalization of the downtown area and the goals stated within the Tax Increment

Reinvestment Zone #1 Project and Financing Plan. To accomplish such public purpose, the Tax Increment Reinvestment Zone #1 (TIRZ #1) will coordinate its efforts with the Center City Façade Incentive Program by making available from the tax increment fund the sum stated above to be used by Center City, on a first-completed–first-served basis, as grants to qualifying applicants of up to FIFTY THOUSAND DOLLARS ($50,000) per property for streetscape elements that meet the following criteria:

- TIRZ #1 funds must be used for improvements located only within public right-of-way or on public property.
- TIRZ #1 funds are available only for improvements consisting of street trees, sidewalks, benches, and pedestrian lights. TIRZ funds shall be used only for purchase of the commodities for the improvements, with the applicant bearing the installation costs as a match to this grant.
- Street trees must be installed within 2-4 feet of the curb edge and be a minimum of 3-inch caliper. Street trees must be irrigated by a permanent irrigation system. Planting distance shall be a maximum of 25 feet. Exceptions may be made to accommodate curb cuts, fire hydrants (and other fixed infrastructure elements), and building entrances. Trees must be planted flush with the sidewalk surface using tree gates or planting wells. Street trees planted must be of a species recommended by the Downtown Amarillo Urban Design District standards.
- Pedestrian lights installed must be the designated type and design as approved for those properties within the Downtown Amarillo Urban Design District. Maximum spacing for lights is 50 feet and shall be located approximately mid-point between street trees. Spacing requirements can be adjusted to accommodate mature existing trees, curb cuts, fire hydrants (and other fixed infrastructure elements), steps and buildings. Lights must be installed between the pedestrian walkway and the curb edge
- All sidewalks shall have a minimum of 7 feet of linear, unobstructed pedestrian way. Sidewalk material must be concrete, brick, high quality concrete pavers, or a combination of these.
- All other streetscape elements not specifically mentioned within this agreement must conform to the Downtown Amarillo Urban Design standards.
- TIRZ #1 funding is available under this Streetscape Grant program only in conjunction with a project that has been approved for a Center City Business Façade Incentive Program.

3.C. In order to be eligible for a TIRZ Streetscape grant, the applicant must be approved by the Center City Board for a façade grant. All approved TIRZ –funded streetscape work must be completed in accordance with this Agreement prior to being eligible for reimbursement of TIRZ-funded streetscape improvements. All payments to applicants will disbursed by Center City on each qualifying project from funds available from this TIRZ program. Center City shall regularly

report to the TIRZ Board of Directors on all approved Streetscape applications.

4. TERM & CANCELLATION. The Term of this agreement is from October 1, 2022 to September 30, 2023. However, this contract may be cancelled by either CITY, TAX INCREMENT REINVESTMENT ZONE NO. 1, or CENTER CITY by giving sixty (60) days prior written notice of such intention by United States certified mail, return receipt requested and addressed as provided below.

5. RELATIONSHIP. CENTER CITY is an independent contractor and has no authority to act for or on behalf of CITY or to bind CITY to any contract or in any other manner.

EXECUTED this 13th day of September 2022.

CITY OF AMARILLO, TEXAS

By_____
Jared Miller, City Manager

DRAFT

CENTER CITY INC.

By_____
_____, Board President

ATTEST:

_____
Stephanie Coggins, City Secretary
City of Amarillo
P. O. Box 1971
Amarillo TX 79105-1971

ATTEST:

_____
Center City of Amarillo, Inc.
1000 S. Polk
Amarillo TX 79101

TAX INCREMENT REINVESTMENT ZONE NO. 1

By. _____
Dean Frigo, Chairman of Board

Amarillo City Council
Agenda Transmittal Memo

Item No. 2K
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Public Safety; Civic Pride
Department	Community Development		
Contact	Jason Riddlespurger, Director		

Agenda Caption

2022 Emergency Solutions Grant Application

Agenda Item Summary

The Emergency Solutions Grant is a HUD funded program passed through the Texas Department of Housing and Community Affairs to provide services to persons experiencing homelessness. The Amarillo Continuum of Care for the Homeless is eligible to receive an Emergency Solutions Grant award up to $122,895 for fiscal year 2022. The Grant will provide Street Outreach and Rapid Re-housing rental assistance.

Requested Action

Place on the Consent Agenda to authorize submission of the Emergency Solutions Grant Application to the Texas Department of Housing and Community Affairs and approve city management to execute subsequent funding contracts with the Texas Department of Housing and Community Affairs.

Funding Summary

ESG FY 22, Funding, $122,895

- Rapid Re-housing, Financial: $6,282
  This will assist households transitioning from homelessness with deposits and application fees.
- Rapid Re-housing, Rental Assistance: $42,876
  This will assist households experiencing homelessness with rental payments as they transition into housing.
- Street Outreach Service: $73,737
  This will pay salary for outreach workers to engage the homeless population currently residing on the streets and help with services to gain stable housing.

Community Engagement Summary

The Amarillo Continuum of Care solicits applications from homeless service providers and reviews funding requests to recommend a collaborative application to be submitted to Texas Department of Housing and Community Affairs.

Staff Recommendation

Staff recommends approval of the resolution adopting TDHCA's ESG FY 22 funding, authorizing Community Development to utilize the funds for urgent homelessness and housing assistance needs.

RESOLUTION NO. 09-13-22-7

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS ("CITY") AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ADDITIONAL FUNDING THROUGH THE 2021 CARES EMERGENCY SOLUTIONS GRANT (ESG) TO THE OFFICE OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ("TDHCA") AND DESIGNATING THE CITY MANAGER OR HIS DESIGNEE TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO CITY'S PARTICIPATION IN SUCH GRANT PROGRAM; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) currently serves as the State Administrative Agency for the U.S. Department of Housing and Urban Development (HUD), which provides grant funding that can be used to support programs and projects aimed at aiding persons that are at-risk of homelessness or homeless to help with Street Outreach and Rapid Re-housing rental assistance; and

WHEREAS, the City is eligible to apply for and receive funding through the TDHCA for additional funding through the CARES Emergency Solutions Grant (ESG) program; and

WHEREAS, the City intends to file this application under the TDHCA's FY22 Request for Applications for such ESG program by the submission deadline; and

WHEREAS, the City Council finds it in the best interest of the City of Amarillo's citizens to apply for said grant funding to implement projects to develop specific strategic goals for coordination of community efforts to provide Street Outreach and Rapid Re-housing rental assistance; and

WHEREAS, the City Council designates the City Manager or his designee as the grantee's authorized official to apply for, accept, reject, alter, or terminate the application and/or subsequent ESG on behalf of the City.

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

Section 1. The City Council does hereby approve the submission of TDHCA's FY22 Request for additional funding through a grant application on behalf of the City of Amarillo for the ESG program.

Section 2. This application shall be for grant funds up to $122,895 to implement projects specifically enumerated to aid in the Street Outreach and Rapid Re-housing rental assistance to persons experiencing homelessness.

Section 3. In the event of loss or misuse of ESG program funds, the City Council assures that these funds will be returned to the TDHCA in full.

Section 4. The City Council further designates the City Manager or his designee as the grantee's authorized official to apply for, accept, reject, alter, or terminate the application and/or subsequent grant on behalf of the City.

Section 5. 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 6. Should any word, phrase, or part of this Resolution be found as invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

Section 7. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED this 13th day of September 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Item No. 2L
Backup

Meeting Date	September 13, 2022	**Council Pillar**	Fiscal Responsibility
Department	Finance		
Contact	Matthew Poston		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 09-13-22-8
(Contact: Matthew Poston)

Consideration of a Depository Bank Services Contract with Amarillo National Bank for the period beginning November 1, 2022 and continuing through October 31, 2024; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

Agenda Item Summary

This resolution authorizes the City to designate Amarillo National Bank as depository bank for City funds and to enter into a Depository Bank Services Contract with Amarillo National Bank for the period beginning November 1, 2022 and continuing through October 31, 2024; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

Requested Action

Adopt the Resolution authorizing the contract for depository services with Amarillo National Bank

Funding Summary

Funding for the Bank Depository Contract is included in the City's budget.

Community Engagement Summary

On June 6, 2022, the City issued a Request for Application (RFA) to all financial institutions within the City's service area. The City received three applications. The applications were evaluated on criteria set within the RFA guidelines and the evaluation team selected the best evaluated respondent based on that criteria.

Staff Recommendation

City staff is recommending approval of the Resolution.

LSS 9/6/2022

RESOLUTION NO. 09-13-22-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS DESIGNATING A PRIMARY BANK DEPOSITORY SERVICES CONTRACT PURSUANT TO A REQUEST FOR APPLICATION WITH AMARILLO NATIONAL BANK; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AGREEMENTS NECESSARY FOR PRIMARY DEPOSITORY SERVICES; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo received applications in the manner required by state law for depository services on July 14, 2022; and

WHEREAS, the application of Amarillo National Bank is considered advantageous to the City; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Amarillo to designate Amarillo National Bank as the primary depository bank for City funds and to enter into a Depository Bank Services Contract with Amarillo National Bank for the period beginning November 1, 2022 and continuing through October 31, 2024; and the City shall have the option to extend the Contract for three one-year periods after the original contract term.

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

SECTION 1. The recitals set forth above are incorporated herein for purposes as if set forth in full.

SECTION 2. The City Council hereby approves the contract and declares that the date of designation of Amarillo National Bank as the primary depository bank for the City's funds is November 1, 2022, with an expiration date of October 31, 2024.

SECTION 3. The City Manager is hereby authorized to execute the Depository Bank Services Contract attached hereto and incorporated herein as Exhibit A, and any other documents necessary to effectuate such Contract.

SECTION 4. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

SECTION 5. Should any word, phrase, or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 13th day of September 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

DRAFT

BANK DEPOSITORY SERVICES CONTRACT

THIS DEPOSITORY SERVICES CONTRACT, hereinafter called the "Contract", is made and entered into on the date last herein written by and between the City of Amarillo, Texas, hereinafter called the "City", and AMARILLO NATIONAL BANK, a National banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on September 13, 2022, hereby designates the Bank as a primary depository bank for the period beginning November 1, 2022, and continuing through October 31, 2024, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General.** All services rendered to the City by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank's standard operations, policies, and procedures.

3. **Scope of Services.** The Bank agrees to provide those services as described in the City's Request for Application for Depository Bank Services released on June 6, 2022, hereinafter referred to as the "RFA". The RFA and the Bank's response to the RFA, hereinafter referred to as the "Application", are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank in writing.

4. **City Representatives**. During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian**. The City and the Bank, by execution of this Contract, hereby designate FROST BANK as custodian, hereinafter called the "Custodian", to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Agreement.

6. **Custodial Fees**. Any and all fees associated with the Custodian's holding of collateral for the benefit of the City shall be paid by the Bank, and the City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Contract, the City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), the Bank's Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Application. a copy of which has been provided to the Bank. The City agrees to promptly provide to the Bank any changes to its Investment Policy. The City agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the City's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the City deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the City remain with the Bank. The Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the City may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the City's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the City.

If surety bonds or letters of credit are utilized, the City shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the City's Investment Policy.

9. **Pledge Receipts**. The Custodian shall promptly forward to the City copies of pledge receipts covering all such collateral held for the City, including substitute collateral as provided for herein.

10. **Default**. Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above described collateral to the City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral**. Any sale of such seized collateral, or any part thereof, made by the City hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

12. **Release of Collateral**. When the relationship of the City and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the City, it shall be the duty of the City to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the City, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the City and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation**. The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration**. The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** The Depository Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute**. The individuals executing the Depository Contract and other Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Depository Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Depository Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue**. This Contract shall be governed by the laws of the State of Texas. Potter County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with 10 or more full-time employees; and
(2) Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) Does not boycott Israel; and
(2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with 10 or more full-time employees; and
(2) Has a value of $100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) Does not boycott energy companies; and
(2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

(1) Is between a governmental entity and a company with at least 10 full-time employees; and

(2) Has a value of at least $100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

(1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
(2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

(1) Contracts with a sole-source provider; or
(2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

City: City of Amarillo
Finance Department
Attn: Matthew Poston
PO Box 1971
Amarillo, Texas 79105

Bank: Amarillo National Bank
Attn: Darren Jenks
PO Box 1
Amarillo, Texas 79105

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability**. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment**. The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

25. **Continuation**. Unless this contract is terminated sooner, the Bank's designation as the primary City Depository will remain continuously in effect through October 31, 2024, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY	BANK
By:	By:
Name: Jared Miller	Name: Darren Jenks
Title: City Manager	Title: Senior Vice President
Date:	Date:
ATTEST:	ATTEST
By:	By:
Name:	Name:
Title:	Title:

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RFA #01-22
CITY OF AMARILLO REQUEST FOR APPLICATIONS FOR PRIMARY DEPOSITORY SERVICES

Preliminary Points Compilation Evaluation Criteria Ranking	Service Availability and Performance:	References and Quality of Services:	Interest and ECR Rates:	Financial Strength and Stability:	Cost of Services:	Total Points Possible	Ranking	
	Points Possible							
Vendor	150	30	30	30	60	300		**Comments**
AMARILLO NATIONAL BANK	145.00	30.00	28.00	30.00	60.00	293.00	**1**	
JP MORGAN CHASE BANK OPTION#1	40.00	12.00	28.00	19.00	59.67	158.67	**3**	
JP MORGAN CHASE BANK OPTION#2	20.00	10.00	18.00	13.00	44.97	105.97	**4**	
WELLS FARGO BANK	120.00	21.00	20.00	23.00	59.40	243.40	**2**	
Date: 8-12-22								

Item No. 2M
Backup

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	Council Pillar	Best Practices
Department	Emergency Management	Contact Person	Chip Orton

Agenda Caption

CONSIDER APPROVAL – RENEWAL OF PANTEX MEMORANDUM OF UNDERSTANDING (MOU):

This item considers the renewal of the Memorandum of Understanding (MOU) between the City of Amarillo, Texas and the United States Department of Energy (Pantex Plan - Agreement-In-Principle Program).

Agenda Item Summary

This MOU requires a renewal every five years and outlines the relationship and expectations of the United States Department of Energy and the City of Amarillo as it relates to the preparedness and response with the Pantex Plant. The new five-year funds contract was approved earlier this year by City Council.

Requested Action

The Office of Emergency Management has reviewed the MOU and recommends that City Council authorize the City Manager to execute the document.

Funding Summary

N/A – United States Department of Energy

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this MOU.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF AMARILLO, TEXAS
AND
THE UNITED STATES DEPARTMENT OF ENERGY

This Memorandum of Understanding (hereinafter called "MOU") is between The City of Amarillo, Texas (hereinafter called the "City") and the United States of America acting through the United States Department of Energy, National Nuclear Security Administration Production Office (hereinafter called "NPO"). This MOU encompasses all agreements between the two parties supporting emergency response activities in accordance with Standard Operating Procedures (SOP) contained herein, including activities related to Emergency Response Planning and for mutual aid assistance outlined in Appendix A.

I. INTRODUCTION

A. BACKGROUND. Both parties have a mutual interest and responsibility for emergency planning, preparedness, and response activities to protect people, property, and the environment and to minimize the consequences of emergencies.

B. PURPOSE. The purpose of this section is to recognize the need for cooperation on emergency response responsibilities of mutual concern and to provide for the mutual assistance of parties in accordance with the procedures contained in Appendix A of this document, as well as to facilitate the development of joint plans and procedures for coordinated responses to such emergency situations.

C. AUTHORITY.

1. The NPO Pantex authority for entering into this MOU is:

   a. Section 161(f) of the Atomic Energy Act of 1954, as amended [Title 42 U.S. Code § 2201(f)];

   b. Section 646 (a) of the Department of Energy Organization Act [Title 42 U.S. Code § 7256 (a).]; and,

   c. Title 42 U.S. Code § 1856a(a).

2. The City's authorities for entering into this MOU are:

   a. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7, Vernon's Texas Civil Statutes, as amended (Texas Government Code Chapter 418);

   b. Executive Order of the Governor, RP1 – Relating to Emergency Management (March 29, 2001);

   c. Federal Civil Defense Act of 1950, as amended (50 U.S.C. 2251 et seq.);

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d. Disaster Relief Act of 1974, as amended. (42 U.S.C. 5121 et seq.); and

e. Texas Local Government Code Section 352.001.

II. MANAGEMENT AND PROGRAM GUIDELINES

A. MANAGEMENT AND REVIEW.

1. Responsibilities.

a. Each of the parties will maintain an Emergency Operations Center (EOC) equipped to support a cadre of management and support personnel to carry out assigned emergency responsibilities.

b. Pantex may furnish, install, and maintain the necessary equipment at the City EOC to provide an emergency communications link with the Pantex EOC. All such equipment will remain the property of NPO Pantex.

c. Pantex may make available, within mission constraints, certain emergency response equipment to the City. All such equipment shall remain the property of Pantex, but shall be in the care, custody and control of the City. The City shall maintain this equipment according to industry standards. Pantex does not guarantee or warranty the condition of such equipment and the City will provide any necessary training to personnel utilizing this equipment.

d. In the event of an emergency, the responsibilities of both parties for providing mutual assistance in emergency response are contained in Appendix A.

2. Review and Implementation. This MOU will be implemented on behalf of the NPO Manager by the Pantex Management and Operations (M&O) contractor. Implementation on behalf of the City will be by the City Manager. The MOU will be reviewed at intervals not to exceed five years.

B. GUIDELINES.

1. Plans and Procedures. Both parties will coordinate with each other on their respective emergency plans and procedures. Such plans and procedures will specify the emergency planning and coordination interfaces between the City and Pantex, and will include, but not be limited to, the assigned emergency responsibilities within each organization, together with a description of its emergency response resources and communications capabilities.

2. Exercises, Drills and Training. The parties will support and participate in joint exercises, drills, and training sessions to:

a. Develop and maintain a high state of readiness for coordinated responses to emergency situations that are of mutual concern.

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b. Exercise and test joint emergency plans and procedures.

c. Maintain the capability for coordinated emergency response as specified in Appendix A.

3. Emergency Response.

a. In the event of an emergency incident involving the activation of the Pantex EOC, Pantex may dispatch emergency response liaison personnel to the City EOC or to an area command center consistent with National Incident Management System (NIMS) organizational structure.

b. In the event of an emergency incident in the City involving possible radiological hazards, Pantex may, upon request, dispatch emergency response liaison personnel to the City EOC and may, upon request, respond with available personnel and equipment to provide radiological assistance.

c. In the event of an emergency incident in the City, Pantex may, upon request, provide technical assistance to the City, and may, upon request, respond with available personnel and equipment, as appropriate.

C. PROGRAM FUNDING. The level of support to be furnished to or from either organization will be subject to availability. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds.

III. ADMINISTRATION

A. PUBLIC INFORMATION COORDINATION. Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs referenced in this MOU shall be made by Pantex following consultation with the City's representatives, recognizing that the City is subject to the Texas Open Records Act (Part. 6252-17a, V.A.T.S.), which will allow disclosure of this document and possibly other documents, which releases are not otherwise prohibited by the Freedom of Information Act or Federal national security laws or regulations. All releases of documents by the City will be coordinated with NPO Pantex and pursuant to the limitations of this clause. Consistent with the Freedom of Information Act (5 U.S.C. 552); decisions on disclosure of information to the public regarding any emergency response activities under this MOU will be made following consultation between Pantex and the City.

B. SECURITY. Nothing in this MOU authorizes access to or disclosure of classified information required to be protected in accordance with Federal law or regulation in the interest of national security. The City agrees to comply with, and to assure that all of its personnel participating in any exercise hereunder at Pantex comply with all applicable security regulations and requirements of Pantex pertaining to their conduct while on Pantex property. Further, the City agrees to be bound by the following security measures when providing emergency response support to Pantex:

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1. Control. Firefighting support will be under the control and direction of the senior Pantex fire official (Incident Commander) through the senior City of Amarillo Fire Department on-scene officer.

2. Escort. All City personnel will be under visual and physical escort by the Protective Force Department. These security escorts will not impede the ingress or utilization of apparatus or personnel but will serve as an administrative control to ensure that outside agencies and associated personnel do not access security areas or buildings except as directed by the senior Pantex fire official.

3. Prohibited and Controlled Articles. The City personnel entering Pantex shall be prohibited from carrying articles that may jeopardize the safety or security of the plant or the work force. The City shall endeavor to ensure that, without prior authorization, their personnel shall not intentionally, knowingly, or recklessly carry on or about his or her person, or have in his or her possession or control, any of the following items:

   a. Prohibited Articles. These items are not allowed on site at Pantex: alcohol; ammunition; arrows; blackjacks; clubs; chemical dispensing device for pepper spray; mace, etc.; controlled substances; compound bows; crossbows; drug paraphernalia; drugs (prescriptions are allowed as long as they are prescribed for the employee who is using them); illegal drugs; explosives; explosive devices; fertilizer (bulk); firearms; items that could be used to manufacture explosives; incendiary devices; knives with a blade length exceeding 2.5 inches or longer; knuckles; nightsticks; nun chucks; stun guns; swords; and technical surveillance equipment (i.e., any equipment specifically designed to clandestinely collect information) and zip guns.

   b. Controlled Articles. These items are allowed on-site at Pantex but must remain in the vehicles in the Property Protection Area. They are not allowed in any security area: cameras; non-government owned computers; smartphones; PDAs; media players, electronic tablets, or game devices; any device with a processor or storage; cellular wireless cards; wireless cards; Bluetooth cards, devices, or adapters; global positioning devices; personal software; radio frequency devices; recording devices (optical, video, cellular and satellite); cellular/satellite telephones; XM or Sirius radio receivers with recording capabilities; and any privately owned device, electronic or optical, capable of recording, processing, storing or transferring audio, computer data, video, or photos.

C. AMENDMENT AND TERMINATION. This MOU may be amended by written agreement between NPO Pantex and the City of Amarillo. This MOU may be terminated by the mutual written agreement of NPO Pantex and the City or by either party upon 90-day written notice to the other party.

D. EFFECTIVE DATE. This MOU shall become effective upon the latter date of signature of the parties. It shall remain in effect for a five-year term from the effective date unless terminated as provided in paragraph B above.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the respective dates indicated.

UNITED STATES OF AMERICA U.S. DEPARTMENT OF ENERGY	CITY OF AMARILLO, TEXAS
BY: _____/S/	BY: _____/S/
NAME: _____	NAME: __Jared Miller_____
TITLE: _____	TITLE: __City Manager_____
DATE: _____	DATE: _____

CERTIFICATION

I, _____, certify that I am the Secretary for City of Amarillo, Texas; that _____, who signed this Memorandum of Understanding on behalf of City of Amarillo, Texas, was then the City Manager of Amarillo, Texas; that this Memorandum of Understanding was duly signed for and on behalf of City of Amarillo, Texas, by authority of its governing body and is within the scope of its legal powers. In witness whereof, I have hereunto affixed my hand and the seal of City of Amarillo, Texas.

_____
City Secretary

(SEAL)

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APPENDIX A

STANDARD OPERATING PROCEDURE
FOR PROVIDING EMERGENCY RESPONSE
ASSISTANCE

I. PURPOSE

The purpose of this Standard Operating Procedure (SOP) is to define the process for providing emergency assistance in the event of a emergency on Pantex-controlled property or in the City of Amarillo in accordance with Memorandum of Understanding No. DE-_____. Additional resource information can be found in the Potter/Randall Fire Response District Fire Automatic/Mutual Aid Response Plan.

II. DEFINITIONS

A. The term "emergency response" includes personnel and equipment required for the protection of life and property. This could include fire protection, EMS, Rescue or Hazardous Materials activities.

B. The term "Pantex Fire Department," hereinafter "PXFD," means the fire department located at the United States Department of Energy (USDOE) Pantex Plant.

C. The term "City of Amarillo Fire Department," hereinafter "AFD", means the fire department operated by City of Amarillo, Texas.

D. The term "Pantex Plant Fire Protection Area" means the area in and around the USDOE Pantex Plant for which the PXFD has the primary responsibility for fire protection.

E. The term "City of Amarillo Fire Protection Area" means the area within which the AFD has primary responsibility for fire protection.

III. RESPONSIBILITIES OF PXFD AND AFD IN THE EVENT OF AN EMERGENCY RESPONSE IN THE PANTEX PLANT FIRE PROTECTION AREA REQUIRING ASSISTANCE FROM CITY OF AMARILLO

A. The PXFD will contact the AFD through the Amarillo Emergency Communications Center (AECC) by telephone (806-378-9053) or by radio on the AFD channel and request assistance, stating the nature of the response and the required type of assistance. Additional guidance can be found in the Potter/Randall Fire Response District Fire Automatic/Mutual Aid Plan.

B. Upon receipt of the request for assistance, the AECC Supervisor will assign personnel and equipment for response. If the AECC Supervisor experiences undue delay in contacting the AFD District Chief, he will dispatch units in accordance with established run procedures and then notify the AFD District Chief of the initiated actions. Additional guidance can be found in the Potter/Randall Fire Response District Fire Automatic/Mutual Aid Plan.

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C. The responding AFD Fire Officer will initiate contact with PXFD Fire Officials by radio on the designated radio channel. The following information (as a minimum) will be communicated:

1. The responding AFD Fire Officer will state the equipment and personnel enroute to Pantex Plant from the AFD.

2. The PXFD Fire Officer will inform the responding AFD Fire Officer of the location to which AFD personnel should report.

3. The PXFD Fire Officer will inform the Protective Force Shift Commander/Designee of the off-site response from the AFD.

4. Additional assistance to Pantex Plant will be directly governed by decisions made by the AFD Senior Officer on duty.

D. AFD personnel:

1. Shall report to the PXFD Incident Commander (IC) at the location to which the equipment is dispatched and shall be subject to the orders of the PXFD IC.

2. Shall be released by the PXFD IC when their services are no longer required or when they are needed for purposes of emergency response within the City of Amarillo Fire Protection Area.

E. All equipment dispatched by the AFD will be City of Amarillo equipment operated by AFD personnel.

IV. RESPONSIBILITIES OF PXFD AND AFD IN THE EVENT OF AN EMERGENCY RESPONSE IN THE CITY OF AMARILLO FIRE PROTECTION AREA REQUIRING ASSISTANCE FROM THE PANTEX PLANT

A. The Amarillo Emergency Communications Center (AECC) will call the Pantex Emergency Services Dispatcher (806-477-3333) and request assistance, stating the nature of the response and the required type of assistance. Additional guidance can be found in the Potter/Randall Fire Response District Fire Automatic/Mutual Aid Plan.

B. The PXFD Senior Fire Officer on duty will, when possible, dispatch personnel and equipment as designated by procedures. Additional guidance can be found in the Potter/Randall Fire Response District Fire Automatic/Mutual Aid Plan.

C. The responding PXFD personnel will initiate radio contact with the AFD on the designated radio channel. The following information (as a minimum) will be communicated:

1. The responding PXFD personnel will state the equipment and personnel enroute to the AFD from Pantex.

2. The AFD Incident Commander (IC) will inform the responding PXFD personnel of the location to which PXFD personnel should report.

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3. Any additional assistance to AFD will be directly governed by decisions made by the PXFD Senior Fire Officer on duty.

D. PXFD personnel:

1. Shall report to the AFD IC at the location to which the equipment is dispatched and shall be subject to the orders of the AFD IC.

2. Shall be released by the AFD IC when their services are no longer required or when they are needed for purposes of emergency response within the Pantex Plant Fire Protection Area.

3. Will respond to hazardous materials or radiological incidents/accidents after all local assets have been exhausted and then, only in a supportive role.

4. Will initiate defensive measures (if PXFD is the first responding unit at the incident location), but will not initiate cleanup of hazardous materials.

E. All equipment dispatched by the PXFD will be USDOE equipment operated by PXFD personnel.

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APPENDIX B

AUTHORIZATION FOR PANTEX TO ACTIVATE THE PUBLIC WARNING SYSTEM WITHIN THE PANTEX PLANT 10-MILE EMERGENCY PLANNING ZONE (EPZ) FROM THE CITY OF AMARILLO, TEXAS

I. PURPOSE

The purpose of this Appendix B is to define the authorization that has been granted to the USDOE Pantex Plant. Local officials have granted authority to the Pantex Plant to activate the warning system for initial warning in the event of an incident involving the release of radiological materials with potential offsite consequences to the City of Amarillo.

II. DEFINITIONS

A. The term "EPZ" refers to the area within the Pantex Plant Emergency Planning Zone. This document specifically refers to area within the City of Amarillo for which the Amarillo Area Office of Emergency Management has been authorized primary responsibility for emergency notification and warning.

B. The term "warning system" refers to the Outdoor Warning Sirens and NOAA Weather Radio System within the Pantex Plant Emergency Planning Zone. This document specifically refers to area within the City of Amarillo for which the Amarillo Area Office of Emergency Management has been authorized primary responsibility for emergency notification and warning.

III. RESPONSIBILITIES OF PANTEX TO ACTIVATE THE PUBLIC WARNING SIRENS IN THE PANTEX PLANT 10-MILE (EPZ) FROM THE CITY OF AMARILLO

A. The NPO Manager, by the Pantex Management and Operations (M&O) Contractor has been authorized to activate the alert warning system in the EPZ that falls within the City of Amarillo. The authority to activate the warning system is limited to the following specific condition(s):

1. The initial warning of a Pantex General Emergency resulting from an actual or potential on-site release of radiological materials with potential offsite consequence to the City of Amarillo.

2. At the request of the Mayor, the City Manager, the Director of Emergency Management, or authorized designee when emergency conditions dictate.

B. Monthly testing of the warning system is conducted by the Amarillo Area Office of Emergency Management. Any testing of the warning system within the City of Amarillo by Pantex should be coordinated with the Amarillo Area Office of Emergency Management to ensure strict control of system activation.

DRAFT

Amarillo City Council
Agenda Transmittal Memo

Item No. 2N
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Public Safety
Department	Radio Communications		
Contact	James McCormick, Radio Communications Coordinator		

Agenda Caption

CONSIDER APPROVAL – RADIO COMMUNICATIONS SYSTEM AGREEMENT BETWEEN THE CITY OF AMARILLO, TEXAS AND AMARILLO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

This item considers approval of a Communications System Agreement with Amarillo Independent School District usage of the City's radio system.

Requested Action

Approval and authorization for City Manager to execute agreement.

Funding Summary

Amarillo Radio Communications Department will be providing access to the radio system to Amarillo Independent School District for subscriber fees.

Community Engagement Summary

N/A

Staff Recommendation

Radio Communications are recommending approval of interlocal agreement (as reviewed and approved by COA legal Dept).

CITY OF AMARILLO
RADIO COMMUNICATIONS SYSTEM AGREEMENT

SYSTEM SUBSCRIBER – Amarillo Independent School District

This **COMMUNICATIONS SYSTEM AGREEMENT** (the **"Agreement")** is made and entered into by and between the **City of Amarillo ("City" or "COA")** acting herein by and through its duly authorized City Manager, and **Amarillo Independent School District ("USER"),** acting herein by and through its duly authorized Chief Operations Officer, individually referred toas a "party," collectively referred to herein as the "parties." The City shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

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

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

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

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

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

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

1. GRANT OF LICENSE

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

2. TERM

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

3. COMPENSATION

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

4. LIABILITY

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

5. INDEPENDENT CONTRACTOR

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

6. NON-APPROPRIATION OF FUNDS

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

7. RIGHT TO AUDIT

USER agrees that the City shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this Agreement at no additional cost to the City. USER agrees that the City shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and

appropriate workspace to conduct audits in compliance with the provisions of this section. The City shall give USER reasonable advance notice of intended audits.

8. ASSIGNMENT

This Agreement is not assignable.

9. NO WAIVER

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

10. GOVERNMENTAL POWERS/IMMUNITIES

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

11. AMENDMENTS

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

12. SEVERABILITY

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

13. CONFIDENTIAL INFORMATION

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

14. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with

any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of astate of disaster or emergency by the federal, state, county, or city government in accordance with applicable law.

15. NOTICES

Any notices required that are under the provisions of this Agreement shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email set forth below or other address or email address at the parties may specify in writing.

City of Amarillo
Attn: Missy Tucker, Asst. Director IT
P.O. Box 1971
Amarillo, TX 79105-1971
Email: missy.tucker@amarillo.gov
Email: ITRenewals@amarillo.gov

Amarillo Independent School District
Attn: Daniel West
7200 I-40 West
Amarillo, TX 79106
Email: daniel.west@amaisd.org

16. GOVERNING LAW/ VENUE

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

17. SIGNATURE AUTHORITY

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

18. ENTIRETY OF AGREEMENT

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

19. COUNTERPARTS

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

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

City of Amarillo:

By: _____

Name (printed): _____

Title: City Manager

Date: _____

DRAFT

Agency or Business:

By: _____

Name (printed): DANIEL WEST

Title: CFO

Date: 8/9/22

EXHIBIT A - CATEGORY 1, TERMS OF USE

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

DEFINITIONS

"Console System" shall mean all hardware and software associated with any dispatch console orset of consoles operated by the USER that is connected to the COA master site.

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

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

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

"Over The Air Rekeying" (OTAR) shall mean the management and support of subscriber radio encryption keys via over-the-air, radio channel transmission for Advanced Encryption Standard (AES).

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

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

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

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

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

"Talkgroup" shall mean a specific group of Subscriber Radios that is allowed to communicate privatelywithin that group over shared infrastructure resources.

"WAVE Subscriber" shall mean a smartphone with the push-to-talk mobile application installed, which has a unique identification number and is programmed to operate on the COA trunked voice radio system.

"WAVE Talkgroup" shall mean a group of WAVE Subscribers that are allowed to communicate privatelywithin that group over shared infrastructure resources.

TERMS OF USE

1. The COA shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the USER's equipment will connect. If the USER increases its number of equipment, the USER will incur all costs, if any, resulting from the expansion of capacity of the system and associated hardware and software required to accommodate the USER's additions.

2. The COA shall execute with Motorola Solutions a System Upgrade Agreement for the System, every ASTRO 25 radio site connecting to the System, and all other hardware such as console systems that would be affected by the software upgrades. The USER is responsible for executing similar agreements for site repeater systems and/or console systems owned (or leased) and operated by the USER. Unless the USER is notified otherwise by COA, the radio system, site repeater systems, and console systems will be upgraded to the current level every two years. The USER will provide all reasonable coordination necessary for the upgrade of its site repeater systems and/or console systems. USER acknowledges that reductions in functionality may occur during the upgrade process.

3. The COA shall provide radio IDs for all radios and dispatch consoles owned and operated by the USER. USER must provide written authorization to the COA prior to the release of the USER's radio IDs or any other information to a third-party vendor or agency.

4. The acquisition, installation, and maintenance of the USER's console systems are the responsibility of the USER unless otherwise stated in this Agreement.

5. USER will be responsible for the acquisition, programming, and maintenance of all equipment USER is utilizing in connection with the radio system infrastructure, including, but not limited to, subscriber radios, consoles, and special equipment.

6. To ensure hardware and software compatibility with the radio system infrastructure, all subscriber radios and consoles intended for use by USER on the radio system shall be compliant with Project 25 Phase II (TDMA) standards established by the Telecommunications Industry Association. The use of unauthorized radios on the radio system may result in the radio's suspended operation and/or termination of the Agreement.

7. The USER is responsible for providing all network connectivity and associated hardware and software necessary to connect its site repeater systems and console systems to the system. All costs associated with the provision of connectivity will be borne by the USER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. If required, all connectivity between the console and radio systems is the responsibility of the USER, including hardware, software, carrier services, and cybersecurity best practices are followed across all platforms and communication methods. The USER will incur all associated costs to implement and/or maintain up-to-date systems and secure connectivity. The use of connectivity methods, including but not limited to any wired or wireless technologies or carrier methods be approved by the COA. USER may incur additional costs from COA depending on the method or methods used.

APPLICABLE FEES; TERMINATION; REFUNDS

23. USER shall pay the COA annually based on the Fee Schedule below. This fee is payable in advance on an annual basis for all active radio IDs and Talkgroups issued to the USER at the time of the annual billing. Invoicing will occur on a pro-rata basis when new radio IDs or Talkgroups are issued, and thereafter, at the beginning of each calendar year. There will be no refunds or credits for radios or Talkgroups removed from service during the calendar year.

Annual Services - Fee Schedule		
Service	**Payment Terms**	**Annual Rate**
Infrastructure Support Fee	Per Subscriber Radio	$240.00
Talkgroup	Per Talkgroup	$500.00
System Upgrade Agreement Fee	Per Subscriber Annual Maintenance Agreement	$45.00
Optional Annual Services - Fee Schedule		
WAVE Subscriber	Per WAVE Subscriber	$47.79
WAVE Talkgroup	Per WAVE Talkgroup	$265.50
OTAR Administration Fee	Per Subscriber Radio or Console System	$36.00

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

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

COMPLIANCE WITH LAWS

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

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

[End of Document]

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Item No. 20
Backup

Meeting Date	September 13, 2022	**Council Priority**	Public Safety
Department	Police 1610		
Contact	Chief Martin Birkenfeld		

Agenda Caption

CONSIDER RESOLUTION NO. 09-13-22-9

CONSIDER A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DALHART, TEXAS AND THE CITY OF AMARILLO, TEXAS FOR INTERIM POLICE CHIEF; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

Agenda Item Summary

This resolution authorizes the City of Amarillo and the City of Dalhart to enter into an agreement to allow Assistant Chief Jimmy Johnson to serve as the Interim Chief of Police for Dalhart, Texas while that city is searching for a permanent Chief of Police. Chief Johnson will remain a City of Amarillo employee during his service as Interim Chief of the Dalhart Police Department.

Requested Action

Approval of the resolution authorizing the interlocal cooperation agreement.

Funding Summary

The City of Dalhart will reimburse Amarillo $31.25 per hour and up to $5416 per month for the cost of this agreement.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval.

LSS 8/30/2022

RESOLUTION NO. 09-13-22-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DALHART, TEXAS AND THE CITY OF AMARILLO, TEXAS FOR INTERIM POLICE CHIEF; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Dalhart, Texas ("Dalhart") needs an Interim Police Chief and requests that the City of Amarillo's Assistant Chief Jimmy Johnson be appointed to this position until such time that Dalhart can employee a Police Chief to fill such vacant position;

WHEREAS, the City of Amarillo, Texas ("Amarillo") desires to mutually agree with Dalhart to have Assistant Chief Jimmy Johnson named as the Interim Police Chief for the City of Dalhart;

WHEREAS, Dalhart and Amarillo mutually desire to enter into an Interlocal Cooperation Agreement for the appointment of Dalhart's Interim Police Chief pursuant to the provisions of the Texas Government Code, Section 791.001, et. seq, the Interlocal Cooperation Act; and

WHEREAS, the City of Amarillo authorizes the City Manager or his designee to execute the Agreement, attached hereto and incorporated herein.

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

SECTION 1. The City of Amarillo approves the execution of the attached Interlocal Cooperation Agreement Between the city of Dalhart, Texas and the City of Amarillo, Texas for Interim Police Chief written pursuant to the Interlocal Cooperation Act in Texas Government Code, Section 791.001, et.seq., which is attached hereto and incorporated herein.

SECTION 2. The City Manager or designee is authorized to execute such Interlocal Agreement approving the mutual Agreement for Assistant Chief Jimmy Johnson to be appointed the City of Dalhart's Interim Police Chief.

SECTION 4. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

SECTION 5. Should any word, phrase, or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 13th day of September 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

DRAFT

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DALHART, TEXAS AND THE CITY OF AMARILLO, TEXAS FOR INTERIM POLICE CHIEF

THIS AGREEMENT, (the "Agreement"), is made and entered into by and between the City of Dalhart, Texas a home-rule municipal corporation located in Dallam and Hartley Counties, Texas (hereinafter referred to as "Dalhart") and the City of Amarillo, Texas, a home-rule municipal corporation located in Potter and Randall Counties, Texas (hereinafter referred to as "Amarillo")

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the "Act"); and

WHEREAS, Dalhart and Amarillo are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, Dalhart's Police Chief, David Conner, resigned on November 12, 2021. Dalhart desires to have an Interim Police Chief while it conducts a search to hire a full-time Police Chief and has requested Amarillo to allow Assistant Chief Jimmy Johnson (hereinafter referred to as "Chief Johnson") to serve as Interim Police Chief for the City of Dalhart in return for compensation for services rendered; and

WHEREAS, Dalhart has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, Dalhart and Amarillo mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto.

NOW THEREFORE, for mutual consideration hereinafter stated, Dalhart and Amarillo agree as follows:

I.
TERM AND TERMINATION

This Agreement shall be week-to-week and commence on or after September 14, 2022, and shall automatically renew each week unless terminated sooner by any one or more of the following terms:

A. This Agreement may be terminated by either party for any reason or no reason by giving at least fourteen (14) days written notice to the other party.

B. Dalhart may terminate this Agreement immediately and without notice upon the conviction of Chief Johnson in any felony, or of any misdemeanor involving theft, or the failure of Chief Johnson to diligently or properly perform Chief Johnson's duties under this Agreement.

II.
OPERATING STANDARDS

Chief Johnson will determine the method, details, and means of performing Interim Police Chief Services under this Agreement to the satisfaction of Dalhart and under Dalhart's direct oversight. Dalhart mutually agrees to fully adhere to all ethical and other operating standards, practices, and polices of Dalhart, as defined from time to time by Dalhart.

III.
COMPENSATION FOR SERVICES

Dalhart shall compensate Amarillo under this Agreement at a rate of $31.25 per hour not to exceed $5,416.00 a month for hours worked by Chief Johnson. Chief Johnson will continue to draw the current salary being received by Amarillo. Chief Johnson will not be on paid leave from Amarillo during this assignment nor will this

assignment create a vacancy at the Amarillo Police Department. Chief Johnson will typically work five (5) days per week, forty (40) hours per week, unless otherwise authorized by Dalhart. Any hours worked in excess of forty (40) hours per week, will be paid at the standard contract rate of $31.25 per hour. Amarillo is only paid for hours worked and any commute time expenses by Chief Johnson and is not paid for Chief Johnson's holidays or any type of leave (vacation, sick, personal, etc.) that Chief Johnson may take.

Chief Johnson will submit a weekly time sheet to Amarillo for payment of services performed and any commute time expenses to Dalhart. The time sheet must be submitted no later than Monday each week for hours worked and any commute time expenses the preceding week. Both Dalhart and Chief Johnson will sign such time sheets for time worked, and Dalhart will submit such time sheets to Amarillo by the end of each month. Such time sheets may be emailed to the Accounting Department at matt.poston@amarillo.gov. Amarillo agrees to invoice Dalhart every month beginning October 5, 2022. Dalhart will pay Amarillo within fourteen (14) days of the submitted invoice.

IV.
CONTRACTUAL RELATIONSHIP ONLY

In performing services under this Agreement, Amarillo and/or Chief Johnson will not be considered employee, agent, or servant of Dalhart, and Dalhart shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. Amarillo and Chief Johnson will be solely responsible for compliance with any tax requirements, including without limitation, federal income tax and FICA taxes. None of the benefits provided by Dalhart to full-time employees shall be made available to Amarillo or Chief Johnson under this Agreement. Dalhart and Amarillo acknowledge and agree that each will solely be responsible for its actions and those acts of its employees, including acts of omission, taken in connection with the performance of this Agreement. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. Neither Amarillo nor Chief Johnson shall have any right to obligate Dalhart to make any payments or provide any consideration to any person or organization.

V.
COMPLIANCE WITH LAW

Amarillo and Chief Johnson shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of Dalhart. It is agreed and understood that, if Dalhart calls to the attention of Amarillo and/or Chief Johnson any such violation on the part of Amarillo and/or Chief Johnson that Amarillo and/or Chief Johnson shall immediately desist from and correct such violation.

VI.
NON-DISCRIMINATION

In the execution, performance, or attempted performance of this Agreement, Amarillo and Chief Johnson will not discriminate against any person or persons because of disability, age, familial status, sex, race, religion, color, national origin, or sexual orientation.

VII.
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the state of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Potter County, Texas.

VIII.

DISCLOSURE OF CONFLICTS

Amarillo hereby warrants to Dalhart that Amarillo has made full disclosure in writing of any existing or potential conflicts of interest related to Chief Johnson's provision of the services. In the event that any conflicts of interest arise after the execution of this Agreement, Amarillo hereby agrees to make full disclosure to Dalhart in writing immediately upon learning of such conflict.

Chief Johnson will not accept other employment or consulting work during the term of this Agreement without prior written consent of Dalhart.

IX.
NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement has no third-party beneficiaries. This Agreement shall not be deemed to create, and does not create, a joint venture.

X.
ENTIRE AGREEMENT

This Agreement represents the full and complete agreement between Dalhart and Amarillo and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.

XI.
NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

DALHART
Stacey Norris
City Manager
City of Dalhart
205 Rock Island Avenue
Dalhart, Texas 79022

AMARILLO
Jared Miller
City Manager
City of Amarillo
601 S. Buchanan
Amarillo, Texas 79105

XII.

AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Dalhart has executed this Agreement pursuant to duly authorized action of the Dalhart City Council. Amarillo has executed this Agreement pursuant to the authority granted by its Home Rule Charter and City Council. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

(Signature Pages to Follow)

EXECUTED in duplicate originals this _____ day of September, 2022.

CITY OF AMARILLO, TEXAS

BY: _____
Jared Miller
CITY MANAGER

DRAFT

APPROVED AS TO FORM:

_____
Bryan McWilliams
CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of September, 2022 by **JARED MILLER**, City Manager of the **CITY OF AMARILLO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

EXECUTED in duplicate originals this _____ day of September, 2022.

CITY OF DALHART, TEXAS

BY: _____
Stacey Norris
CITY MANAGER

APPROVED AS TO FORM:

_____

_____

CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of September, 2022 by **STACEY NORRIS**, City Manager of the **CITY OF DALHART, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development

Department	Capital Projects & Development Engineering	**Contact Person**	Chris Ray, Resource Administrator

Agenda Caption

Consider Xcel Energy's request for a 5-foot Utility Easement on City owned property. The proposed Easement will cover a 375 square foot tract of land lying in Section 37, Block 8, BS&F Survey, Randall County, Texas. The City maintains Lift Station 54 at this property. Xcel Energy is building a new feeder line along S. Coulter and Sundown Lane to service the area.

This item authorizes the City Manager to execute the Easement.

Agenda Item Summary

City staff has evaluated this proposed Easement by Xcel Energy and recommend its approval.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of the 5-Foot Utility Easement to Xcel Energy.

SOUTHWESTERN PUBLIC SERVICE COMPANY
UTILITY EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

That CITY OF AMARILLO, whose address is P.O. Box 1971, Amarillo, Texas 79105 (collectively, the "Grantor," whether one or more) for the sum of TEN DOLLARS and 00/100 ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by this instrument grants to **SOUTHWESTERN PUBLIC SERVICE COMPANY**, a New Mexico corporation, whose address is 790 S. Buchanan Street, Amarillo, Texas 79101 ("SPS"), an easement upon, under, over, and across property owned by Grantor and located in the COUNTY OF RANDALL, STATE OF TEXAS which property (the "Property") is described as follows:

Easement Description – SEE EXHIBIT "A" ATTACHED

Easement Sketch – SEE EXHIBIT "B" ATTACHED

The location of any additional overhead or underground lines covered by this easement shall be agreed to by both SPS and Grantor prior to construction.

The Easement granted by this instrument (the "Easement") is subject to the following conditions:

1. SPS has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, and replace Utility Facilities for the transmission and distribution of electricity upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's adjacent property for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable number of conductors or wires, insulators, crossarms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, and other necessary and desirable devices relating to electric energy or communication.

2. SPS has the right to remove all trees, branches, or other obstructions which might endanger or interfere with the operation, safety, or efficiency of Utility Facilities on the Property on which the Easement is located.

3. SPS will install and maintain Utility Facilities on the Property on which the Easement is located according to National Electric Safety Code in effect at the time of installation.

4. SPS shall enjoy the rights, benefits, and privileges conveyed by this instrument only until such time as the Utility Facilities on the Property are abandoned and removed, at which time all right, title, and interest of SPS in the Property will revert to the party that then owns the Property.

5. Grantor will have the right to use the Property for any purposes consistent with the rights granted to SPS by the Easement, provided that any use by Grantor shall not endanger the Utility Facilities or interfere with SPS's use of the Easement.

6. SPS has the right to assign all or part of the rights it receives under the Easement. The Easement will inure to the benefit of SPS and SPS's successors and assigns.

7. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.

8. Upon completion of construction, SPS will reasonably compensate Grantor for the actual loss of crops or damage to crops on the Property caused by construction of Utility Facilities on the Property. It shall be the responsibility of Grantor to provide compensation to any lessee of Grantor or other tenant in interest.

9. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights granted to SPS by this instrument.

IN WITNESS WHEREOF the Grantor has executed this easement as of ___ August, 2022.

City of Amarillo

GRANTOR:

City of Amarillo

_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of August, 2022 by Jared Miller as City Manager for the City of Amarillo, on behalf of said corporation.

[Seal]

_____
Notary Public

Exhibit "A"

Sheet 1 of 4

5' Electric Easement Description

A 375 square foot tract of land lying in Section 37, Block 9, B.S. & F. Survey, Randall County, Texas, being a portion of that certain 0.129 acre tract described in Special Warranty Deed recorded under Clerk's File No. 2010007813, Official Public Records of Randall County, Texas, said 375 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a the Southeast corner of said 0.129 acre tract, same being the Northeast corner of a 7.00 acre tract recorded under Clerk's File No. 2017016664, Official Public Records of Randall County, Texas, whence the Southeast corner of Section 37, bears South 00 degrees 08 minutes 45 seconds East, 644.76 feet and South 89 degrees 29 minutes 43 seconds East, 60.0 feet; (Bearings relative to the Texas Coordinate System, NAD83)

(1) **THENCE** South 89 degrees 51 minutes 26 seconds East, along the South line of said 0.129 acre tract, a distance of 5.0 feet to a point;

(2) **THENCE** North 00 degrees 08 minutes 24 seconds West, a distance of 75.0 feet to a point;

(3) **THENCE** North 89 degrees 51 minutes 26 seconds East, a distance of 5.0 feet to a point on the East line of said 0.129 acre tract;

(4) **THENCE** South 00 degrees 08 minutes 45 seconds East, along the East line of said 0.129 acre tract, a distance of 75.0 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 375 square feet of land.

5' Electric Overhang Easement Description

A 375 square foot tract of land lying in Section 37, Block 9, B.S. & F. Survey, Randall County, Texas, being a portion of that certain 0.129 acre tract described in Special Warranty Deed recorded under Clerk's File No. 2010007813, Official Public Records of Randall County, Texas, said 375 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a the Southeast corner of said 0.129 acre tract, same being the Northeast corner of a 7.00 acre tract recorded under Clerk's File No. 2017016664, Official Public Records of Randall County, Texas, whence the Southeast corner of Section 37, bears North 89 degrees 51 minutes 26 seconds East, 5.0 feet, South 00 degrees 08 minutes 45 seconds East, 644.76 feet and South 89 degrees 29 minutes 43 seconds East, 60.0 feet; (Bearings relative to the Texas Coordinate System, NAD83)

(1) **THENCE** South 89 degrees 51 minutes 26 seconds East, along the South line of said 0.129 acre tract, a distance of 5.0 feet to a point;

(2) **THENCE** North 00 degrees 08 minutes 24 seconds West, a distance of 75.0 feet to a point;

(3) THENCE North 89 degrees 51 minutes 26 seconds East, a distance of 5.0 feet to a point on the East line of said 0.129 acre tract;

(4) THENCE South 00 degrees 08 minutes 45 seconds East, a distance of 75.0 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 375 square feet of land.

NOTES:

1. Date of field survey May 6, 2022
2. Parcel plat with same date accompanies this description.
3. The above described 375 square foot tracts are subject to any rights-of-way or other easements as granted or reserved by instruments of record, or as now existing across said described tract of land.

5-19-2022

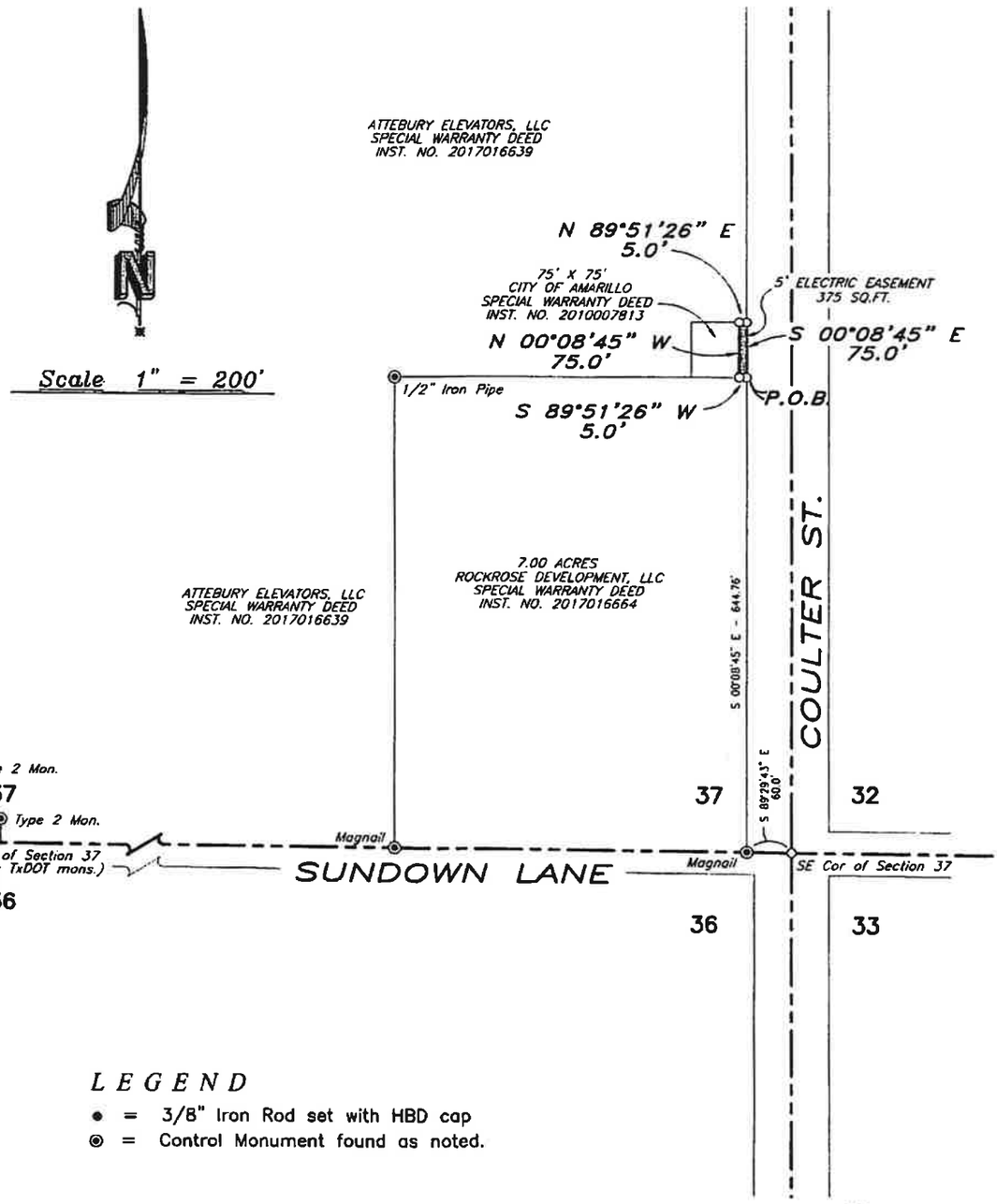
K.C. Brown Date
RPLS 4664

HAGAR, BROWN & DORSEY, LLC
LAND SURVEYORS
4713 S. Western
Amarillo, Texas 79109
Phone: (806) 352-1007
Texas Firm No: 10027300

PRESENT OWNER
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

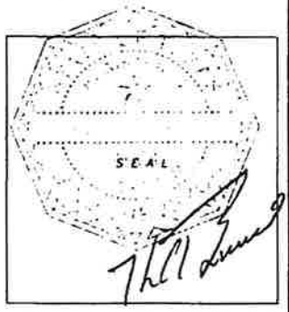
EXHIBIT "B"

5' Electric Easement
Section 37, Block 9, B.S. & F. Survey
City of Amarillo,
Randall County, Texas



LEGEND

- ● = 3/8" Iron Rod set with HBD cap
- ◉ = Control Monument found as noted.



Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS

AMARILLO
4713 S. Western St.
Amarillo, Texas 79109
(806) 352-1007
Texas Firm No: 10027300

hbd2@hbdsurveyors.us

HEREFORD
235 E. 2nd St.
Hereford, Texas 79045
(806) 364-6084
Texas Firm No: 10027301

Sheet: 2 of 2 | Invoice No.: ***** | Drawn By: J. Pringle

Plat Date: 05/19/2022
Plat No: A13132H.dwg

Z:\AMA HBD JOBS\13000JOBS\A13132\A13132H.dwg

PRESENT OWNER
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

EXHIBIT "B"

5' Electric Overhang Easement
Section 37, Block 9, B.S. & F. Survey
City of Amarillo,
Randall County, Texas



Scale 1" = 200'

L E G E N D

- ● = 3/8" Iron Rod set with HBD cap
- ◉ = Control Monument found as noted.

Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS

AMARILLO
4713 S. Western St.
Amarillo, Texas 79109
(806) 352-1007
Texas Firm No: 10027300

hbd2@hbdsurveyors.us

HEREFORD
235 E. 2nd St.
Hereford, Texas 79045
(806) 364-6084
Texas Firm No: 10027301

Sheet: 8 of 9 | Invoice No.: ***** | Drawn By: J. Pringle

SEAL

Plat Date: 05/19/2022
Plat No: A13132K.dwg

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Amarillo City Council
Agenda Transmittal Memo

Item No. 2Q
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, P.E., Director of Capital Projects & Development		

Agenda Caption

CONSIDER APPROVAL– Project #415518 – Participation agreement with PEGA development to construct a 12" sanitary sewer line along Western St., from the end of the existing sanitary sewer line to Sundown Ln.

PEGA Development - $1,052,000.00

Agenda Item Summary

Project #415518

This item is to consider approval of a participation agreement with PEGA development to construct a 12" sanitary sewer line along Western St., from the end of the existing sanitary sewer line to Sundown Ln.

Requested Action

Consider approval of a participation agreement with PEGA Development - $1,052,000.00

Funding Summary

Funding for this project is available in project #415518

Community Engagement Summary

The work associated with this agreement will have a level 3 community impact with Western Street and the Pinnacle neighborhood being affected.

Staff Recommendation

City staff is recommending approval of the agreement.

YSS 7/14/2022

PARTICIPATION AGREEMENT
BETWEEN THE CITY OF AMARILLO
AND PEGA DEVELOPMENT

This Participation Agreement ("Agreement") is made and entered into this __ day of_____, by and between PEGA Development of Randall County Texas, (hereinafter called "Developer"), and the City of Amarillo, Texas, a Texas Municipal corporation, and home rule City of the State of Texas situated in Potter and Randall Counties, Texas (hereinafter called "City")

WHEREAS, the construction of a 12" sanitary sewer line along Western Street from the end of the existing sanitary sewer line to Sundown Ln. must be constructed as herein described in Exhibits "A" and "B" attached and made a part of this Agreement (hereinafter called "Project") or there must be an agreement in place between Developer and the City securing the construction of the required improvements in coordination with the construction related to Beacon Point, Unit 1 for; and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into the Agreement regarding the construction of a 12" sanitary sewer line in Amarillo, Randall County, Texas; and

WHEREAS, the City and Developer find it to be to their mutual advantage and desire to enter into an agreement concerning the construction of improvements as required by and in accordance with the Amarillo Municipal Code; and

WHEREAS, Developer and the City have determined and agree that neither sufficient access are currently available at the site and determined that the safe, convenient, orderly and adequate provision of site is essential to the health, safety, and general welfare of the citizens of Potter and Randall Counties; and

WHEREAS, Developer has revenues available to fund the Project as herein agreed; and

WHEREAS, the City has current revenues available to participate in the cost of the public improvement..

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes the City to participate in **$1,052,000.00** costs of construction of the public improvements related to the development without compliance with Chapter 252 of the Texas Local Government Code, as amended; and

NOW, THEREFORE, in consideration of the covenants, conditions, and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree that the Project shall be developed in accordance with the following provisions and conditions, in addition to other City ordinance requirements and other applicable governmental regulations:

1. Responsibility for Project: Developer will assume all responsibility for the Project management and administration including but not limited to construction contract administration and materials testing except as otherwise provided for herein. Developer will provide and pay for all design,

plans, labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper completion of the Project in a first-class good and workmanlike manner, and in strict compliance with this Agreement and the project design approved by the City, using the highest degree of skill and attention normally exhibited by contractors on similar projects in Randall County, Texas.

2. Control of Project: Developer shall have full power over, and exclusive control of, the specific details of the Project and its development, subject only to the general limitations and obligations under this Agreement and applicable local, state and federal statutes and regulations. Nothing contained in this Agreement or in any related document shall be construed as making the City and Developer joint venture's or partners, nor shall Developer be or represent itself to be an employee or agent of the City. Developer acknowledges that the City shall in no way be responsible for the construction of the Project or any portion thereof.

3. City Inspection: City Inspectors will do inspections on the Project during the construction phase. If the City Engineer determines that all work has been completed in conformance with City requirements, then the City Engineer shall give his approval for the work.

4. Affidavit of Payment: After completion and acceptance of all work, Developer must furnish to City an affidavit of all bills paid with respect to the completed work.

5. City's Payment: Developer shall provide written notice to the City that the improvements were constructed in compliance with the contract documents. On satisfaction of the conditions contained herein, and in consideration of the obligations incurred by Developer pursuant to this Agreement, the City agrees to participate in the funding of the Project and reimburse Developer not to exceed an amount of One million, fifty two thousand dollars and no/100 Dollars ($1,052,00.00) of the total contract cost of the Project, whichever is less, Developer acknowledges this amount represents 100 percent of the costs associated with the Project. City's payment to Developer for its share of the Project will be made within 30 days from receipt of all documentation required herein and acceptance of the Project installation by the City Engineer. In no event will City reimburse Developer for use of Developer staff or equipment.

6. Records: Developer shall maintain detailed and accurate records of all contracts, receipts and expenditures made or incurred in connection with the installation portion of the Project. The records shall be maintained for the term of the Project and for four (4) years following the completion date. As required by Texas Local Government Code § 212.074, Developer's books and other records related to the Project shall be available for inspection upon request by the City.

7. Indemnification/Insurance: Developer AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS (INCLUDING REASONABLE ATTORNEY'S FEES AND INTEREST), COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF COLLINS, ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AS A RESULT OF THIS AGREEMENT; EXCEPT

THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF COLLINS AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

Developer shall provide insurance coverage in accordance with City's Certificate of Insurance Requirements attached hereto and made a part hereof.

The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. Warranty: In addition to constructing for completion of the public improvements the Developer or the contractor will, following written acceptance of all required public improvements by the City provide a one-year warranty warranting the materials and workmanship related to the public improvements. This warranty shall be secured by a maintenance bond in the amount of 100% of the actual cost of the public improvements. The Bond will be subject to approval of the City Attorney.

9. Assignment: Developer rights and obligations under this Agreement are neither assignable nor delegable and Developer covenants not to assign its rights hereunder without the written consent of the City. Any attempted to assignment or delegation in violation of this paragraph shall be void.

10. Modification of Agreement: This Agreement may be modified or amended only by the mutual consent of the parties hereto.

11. Complete Agreement: This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters.

12. Notification: Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing, email or and mailed, postage prepaid, registered or certified mail, return receipt requested as follows:

If to Developer:

PEGA Development
Attn. James Bentley
5701 Times Square Blvd #200
Amarillo, Texas 79119
Email: jamesb@pegadevelopment.com

If to City:

Kyle Schniederjan, PE, Director
Capital Projects and Development Engineering
808 S. Buchanan St.
P.O. Box 1971
Amarillo, Texas 79105
Email kyle.schniederjan@amarillo.gov

13. Severability: Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify, the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

14. Jurisdiction: This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performed in Potter County, Texas.

15. Venue: Venue for any cause of action arising in connection with this Agreement shall be in Potter County, Texas.

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

CITY OF AMARILLO

By:_____
Jared Miller, City Manager

Date: _____

ATTEST:

By:_____
Stephanie Coggins, City Secretary

_____Name

By:_____
representative

Date: _____

Geospatial Data, Inc.
ENGINEERING • SURVEYING
GIS • ENVIRONMENTAL
BEYONDMAPPING.COM

June 17, 2022

ADAM STEWART, PE
ASSISTANT CITY ENGINEER
CITY OF AMARILLO
800 S. BUCHANAN STREET
AMARILLO, TX 79105

RE: BEACON POINT SEWER MAIN EXTENSION

Mr. Stewart,

At the request of PEGA Development, LLC and the City of Amarillo, Geospatial Data, Inc. (GDI) has prepared an Opinion of Probable Construction Cost (OPCC) for a sewer main extension to serve the Beacon Point Subdivision. It is our understanding that the OPCC will be utilized to verify estimated construction costs as part of a participation agreement between PEGA and the City.

The OPCC is based on the approved construction plans for Beacon Point Unit 1 prepared by GDI dated September 2021. GDI has local knowledge of the area and consulted multiple contractors to aid in establishing the unit costs as outlined in the OPCC. The OPCC should not be used as a bid for construction or be considered all inclusive of the Beacon Point Unit 1 plans.

Feel free to contact me should you have any questions.

Sincerely,

STATE OF TEXAS
DUSTIN DAVIS
101045
LICENSED
PROFESSIONAL ENGINEER
6/17/2022

Dustin Davis, PE
President

Cc:
Seth Williams

Surveying & GIS Division
3501 S. Georgia Ste A
Amarillo, Texas 79109
(806) 467-3777
Firm # 10194246

Engineering Division
3501 S. Georgia St. Ste A
Amarillo, Texas 79109
(806) 467-3777
Firm # 17198

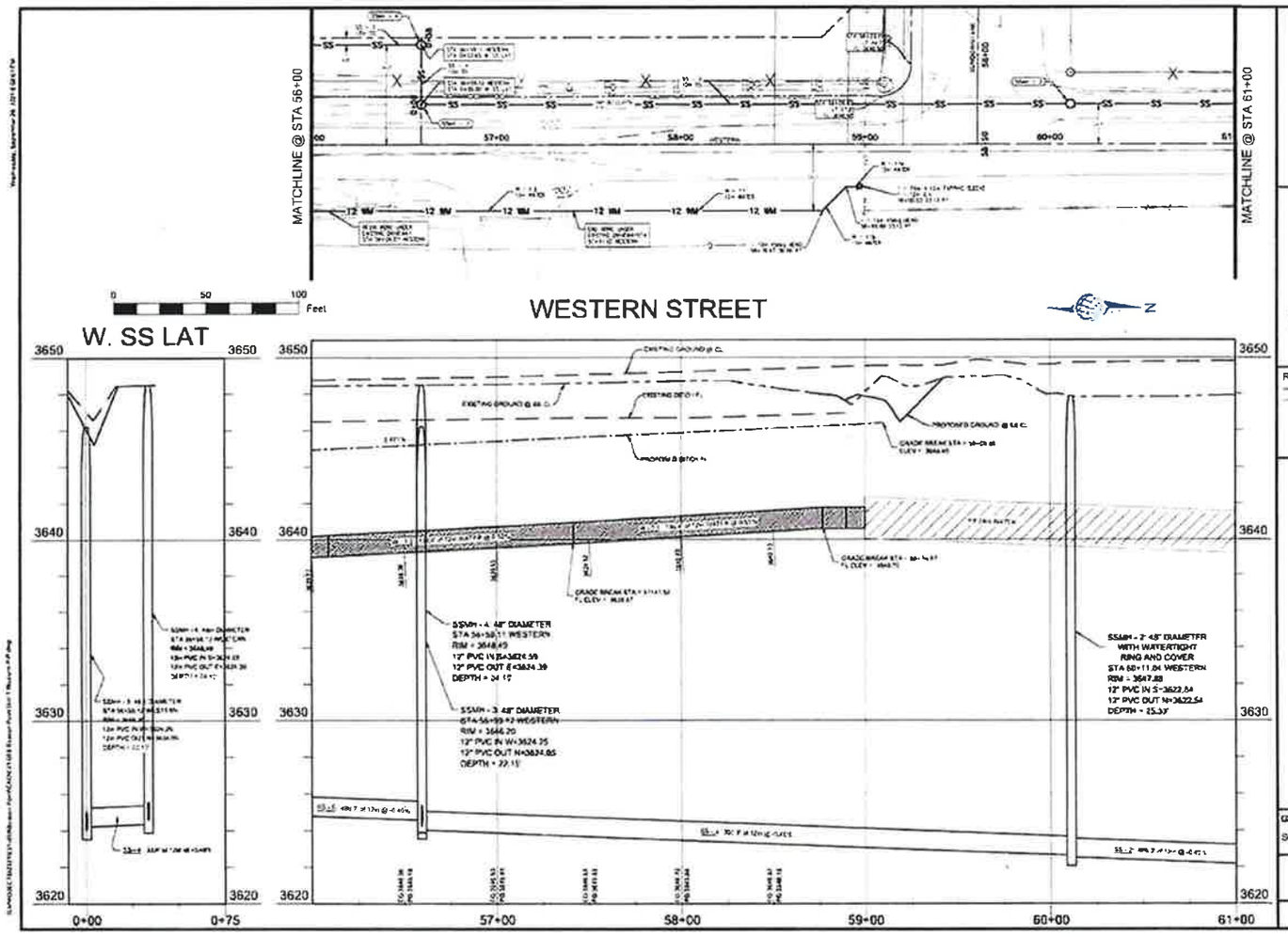
Oil & Gas Surveying Division
105 Hackberry Trail
Canadian, Texas 79014
(806) 323-9773
Firm # 10010100

OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

PROJECT: BEACON POINT 1 - SANITARY SEWER

DATE OF OPCC
6/16/2022

ITEM	TOTAL	UNIT	UNIT COST	TOTAL
SANITARY SEWER				
12" SDR 26 PVC	1990	LF	$ 200.00	$ 398,000.00
48" MANHOLE	5	EA	$ 18,000.00	$ 90,000.00
FLOWABLE FILL	5100	CY	$ 90.00	$ 459,000.00
	SANITARY SEWER SUBTOTAL			**$ 947,000.00**
MISCELLANEOUS				
PAVEMENT REPAIR	7500.0	SF	$ 8.00	$ 60,000.00
TRAFFIC CONTROL	3.0	MO	$ 15,000.00	$ 45,000.00
	MISCELLANEOUS TOTAL			**$ 105,000.00**
BEACON POINT 1 - SANITARY SEWER TOTAL				$ 1,052,000.00



GDI
Geospatial Data, Inc.
ENGINEERING - SURVEYING
GIS • ENVIRONMENTAL
3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806 467 3777
Firm Registration #: F-17198

STATE OF TEXAS
DUSTIN DAVIS
101045
LICENSED
PROFESSIONAL ENGINEER

REVISIONS

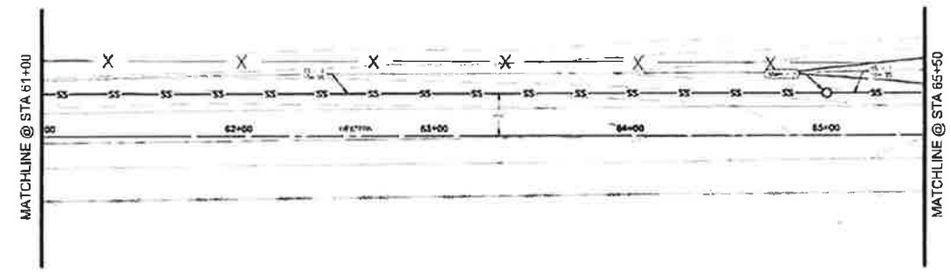
BEACON POINT
UNIT 1

GDI JOB NO:621-059

Scale Hor. 1" = 50
Vert. 1" = 5'

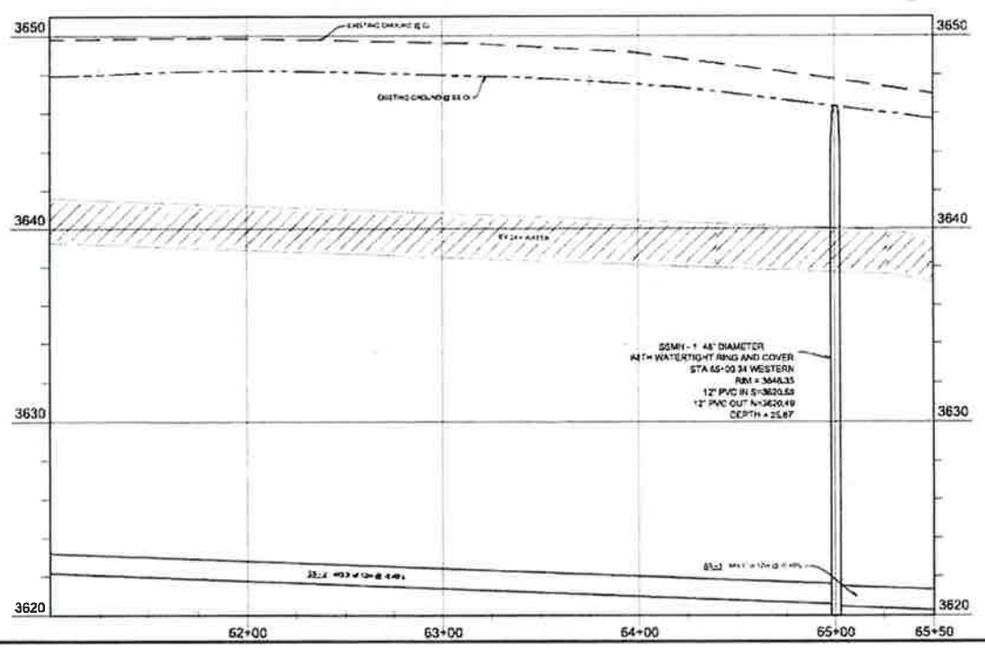
WESTERN STA 56+00 - STA 60+00

SHEET 32 OF 53



0 50 100 Feet

WESTERN STREET



GDI
Geospatial Data, Inc.
ENGINEERING - SURVEYING
GIS - ENVIRONMENTAL
3501 S. Georgia Suite A
Amarillo, Texas 79109
Phone: 806 467 3777
Firm Registration #: F-17198

STATE OF TEXAS
DUSTIN DAVIS
101045
LICENSED
PROFESSIONAL ENGINEER

REVISIONS
—

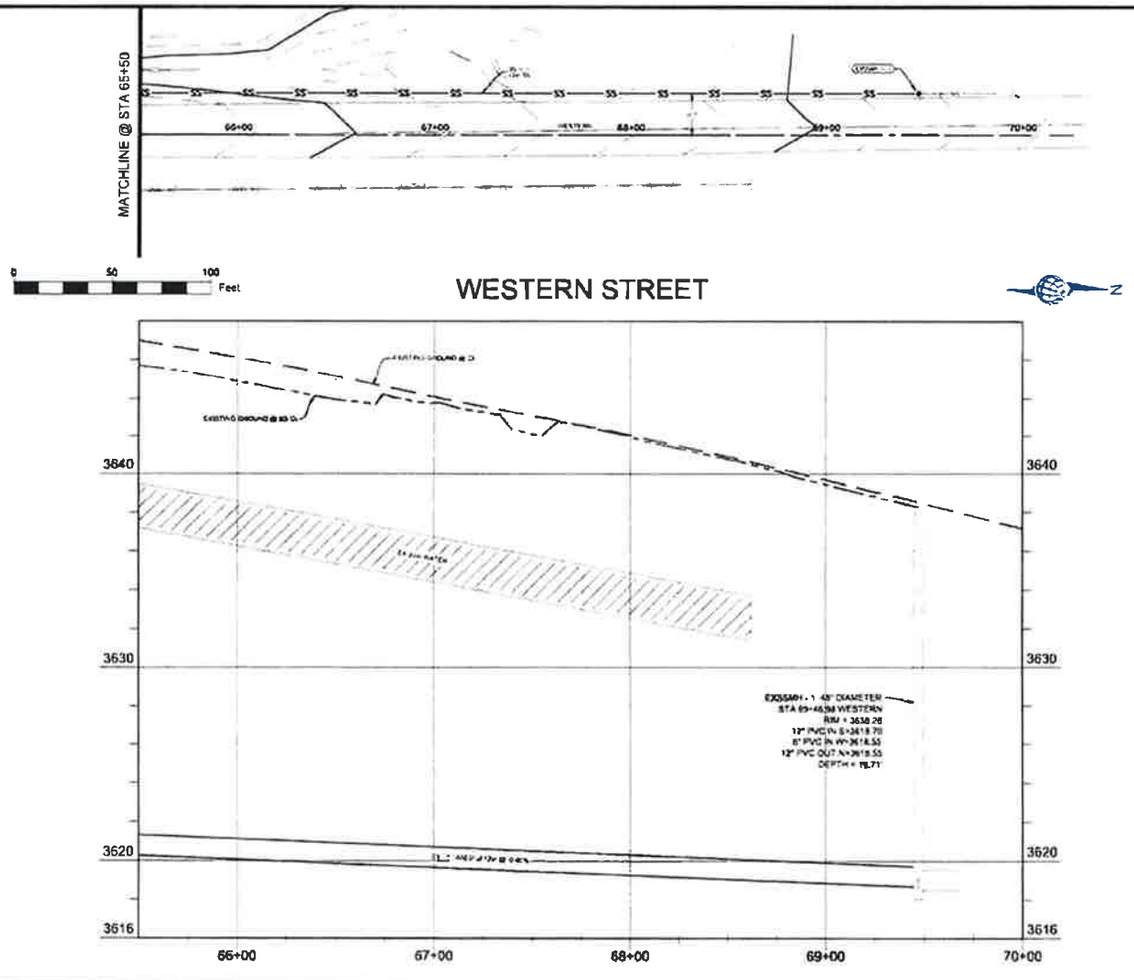
BEACON POINT
UNIT 1

GDI JOB NO:E21-056

Scale: Hor.: 1" = 50'
Vert.: 1" = 5'

WESTERN STA 61+00 - STA 66+00

SHEET 33 OF 53



GDI
Geospatial Data, Inc.
ENGINEERING - SURVEYING
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3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.467.3777
Firm Registration #: F-7198

STATE OF TEXAS
DUSTIN DAVIS
101045
LICENSED
PROFESSIONAL ENGINEER

REVISIONS
1

BEACON POINT
UNIT 1

GDI JOB NO:621-066

Scale: Hor.: 1" = 50'
Vert.: 1" = 5'

WESTERN STA 65+50 - STA 70+00

SHEET 34 OF 53

Item No. 2R

Backup

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: APPROVAL OF FAA AIRPORT INFRASTRUCTURE GRANT NO. 3-48-0007-053-2022, WITH THE FEDERAL AVIATION ADMINISTRATION FOR 90% FUNDING FOR THE DESIGN OF TWO REPLACEMENT BAGGAGE MAKE-UP CAROUSEL UNITS AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT. THE TOTAL AMOUNT OF THE GRANT AWARD IS $131,747.00. THE APPROVAL OF THIS ITEM WILL ALLOW THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE THE GRANT AWARD UPON RECEIPT WHICH IS ANTICIPATED TO BE BETWEEN SEPTEMBER 13 THRU 15, 2022.

Agenda Item Summary

This item approves the offer of FAA AIG Grant No. 3-48-0007-053-2022 and will allow the City Manager and City Attorney the authority to execute on behalf of the City of Amarillo and Rick Husband Amarillo International Airport upon receipt of the award.

Requested Action

Please approve FAA AIG Grant No. 3-48-0007-053-2022.

Funding Summary

This is a revenue / grant action.

Community Engagement Summary

N/A.

Staff Recommendation

Airport staff recommends approval of FAA AIG Grant No. 3-48-0007-053-2022 award with the FAA upon receipt in the amount of $131,747.00.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: APPROVAL OF FAA AIRPORT INFRASTRUCTURE GRANT NO. 3-48-0007-054-2022, WITH THE FEDERAL AVIATION ADMINISTRATION FOR 90% FUNDING FOR THE DESIGN OF EMERGENCY POWER SUPPLY SYSTEM UPGRADES SERVING THE TERMINAL BUILDING AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT. THE TOTAL AMOUNT OF THE GRANT AWARD IS $119,524.00. THE APPROVAL OF THIS ITEM WILL ALLOW THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE THE GRANT AWARD UPON RECEIPT WHICH IS ANTICIPATED TO BE BETWEEN SEPTEMBER 13 THRU 15, 2022.

Agenda Item Summary

This item approves the offer of FAA AIG Grant No. 3-48-0007-054-2022 and will allow the City Manager and City Attorney the authority to execute on behalf of the City of Amarillo and Rick Husband Amarillo International Airport upon receipt of the award.

Requested Action

Please approve FAA AIG Grant No. 3-48-0007-054-2022.

Funding Summary

This is a revenue / grant action.

Community Engagement Summary

N/A.

Staff Recommendation

Airport staff recommends approval of FAA AIG Grant No. 3-48-0007-054-2022 award with the FAA upon receipt in the amount of $119,524.00.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Item No. 2T

Backup

Meeting Date	September 13, 2022	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: APPROVAL OF OTHER TRANSACTION AGREEMENT (OTA) NO. 70T04021T7672N025 MODIFICATION P00001, WITH THE DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION FOR 100% REIMBURSEMENT FUNDING FOR THE CONSTRUCTION PHASE OF THE CHECKED BAGGAGE INSPECTION SYSTEM (CBIS) RECAPITALIZATION PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT. THE OTA WAS ORIGINALLY APPROVED BY CITY COUNCIL ON SEPTEMBER 14, 2021. THE MODIFICATION INCREASES THE TOTAL AMOUNT OF THE OTA BY $342,591.90 BRINGING THE NEW TOTAL TO $1,517,469.05.

Agenda Item Summary

This item approves OTA No. 70T04021T7672N025 Modification P00001, adding $342,591.90, with the TSA and grants the City Manager the authority to execute on behalf of the City of Amarillo and Rick Husband Amarillo International Airport.

Requested Action

Please approve OTA No. 70T04021T7672N025 Modification P00001.

Funding Summary

This is a revenue / grant action with 100% reimbursement.

Community Engagement Summary

N/A.

Staff Recommendation

Airport staff recommends execution of OTA No. 70T04021T7672N025 Modification P00001 adding $342,591.90 to the construction OTA with the Transportation Security Administration now totaling $1,517,469.05.

Transportation Security Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
70T04021T7672N025 **Modification Number: P00001**	**PR227672A081**

ISSUED TO	ISSUED BY
AMARILLO, CITY OF P O BOX 1971 AMARILLO, TX 79105, US UEI: **NV4JC28TLJL6**	**Jacqueline Thring** , Contracting Officer Transportation Security Administration 6596 Springfield Center Drive Springfield, VA 22150 **Email: Jacqueline.Thring@tsa.dhs.gov**

PROGRAM TITLE

Program Office: Acquisition Program Management
Program: Electronic Baggage Screening Program
Period of Performance: 9/17/2021- 9/17/2024
PSC: C1BE, Architect and Engineering – Construction: Airport Terminals
NAICS: 48819

FISCAL DATA

Accounting Line:
2022|5385000B01XXXXDM|F300F310F000|7672030000|T22D170400|251001|61000000|7672000000|72OAPXXCF4|010103|000000|000000|000000|0|0|0|0
Obligated Amount: $ 342,591.90

PURPOSE

See following pages.

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

_____ _____ Signature Date _____ PRINTED NAME AND TITLE	_____ _____ Contracting Officer's Signature Date Jacqueline Thring, TSA Contracting Officer PRINTED NAME AND TITLE

As a result of this modification, the following changes herby take place:

Article III "Scope" is hereby updated to include the following paragraph:

"The scope of this agreement shall also include reimbursement of the **PROJECT SPONSOR** for the following particular allowable design-related services performed between September 2018 and December 2021 that were not included in previous agreements related to the **Project**: design-related services associated with the decrease in the number of EDS units for the **Project** from 2 to 1; and design-related services associated with rebidding the **Project**."

Article IV – "Responsibilities" is hereby updated to include the following paragraph:

A. Cost Sharing

3. The cost of the CBIS-related portion of the **Project** has been determined to be **$1,517,469.05** (CBIS Project Costs). **TSA** agrees to reimburse the **PROJECT SPONSOR** for **one hundred** percent (**100** %) of the allowable, allocable, and reasonable costs of construction for the project, not to exceed a total reimbursement of **$1,517,469.05** (calculated as **100%** of **$1,517,469.05**). **TSA** reimburses **$1.00** for every dollar of allowable, allocable, and reasonable costs submitted by the **PROJECT SPONSOR** for reimbursement up to the **TSA** funded amount of **$1,517,469.05** (TSA Reimbursement Limit).

4. **TSA** will determine allowable and allocable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards" adopting the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0). **TSA** will reimburse the **PROJECT SPONSOR** on an actual expense basis, supported by one or more invoices submitted by the **PROJECT SPONSOR,** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all **Project** costs in excess of the **TSA** Reimbursement Limit of **$1,517,469.05,** as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in the TSA PGDS and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0), which discusses TSA Funding of CBIS Project Costs, shall be borne solely by the **PROJECT SPONSOR** unless otherwise agreed to by the **TSA** in a written modification in accordance with this Article (IV) and Article XIV "Changes and/or Modifications." Should the **TSA** reimbursements of **$1,517,469.05**, as adjusted pursuant to Article XIV, represent more than **100%** of the final allowable, allocable, and reasonable **Project** costs, the **PROJECT SPONSOR** will refund TSA sufficient funds such that **TSA**'s total reimbursement will equal no more than **100%** of the final allowable, allocable, and reasonable **Project** costs.

Article VII - Funding and Limitations is hereby updated to include the following paragraph:

TSA will provide funding to the **PROJECT SPONSOR** in an amount not to exceed **$1,517,469.05** (**TSA** Reimbursement Limit). Funds in the amount of **$1,517,469.05** are hereby obligated and made available for payment for performance as outlined below under this **Agreement**:

Project Costs:	$ 1,322,201.00
Contingency Funding:	$ 66,110.05
Construction Administration	$81,194
Additional Design Cost	$ 16,400.00
Rebid Costs	$ 31,564.00
Total **OTA** Obligation:	**$ 1,517,469.05**

Expenses incurred in executing the work identified herein are chargeable to:

PR: PR227672A081
Accounting Line:
2022|5385000B01XXXXDM|F300F310F000|7672030000|T22D170400|251001|61000000|767200000|72OAPXXCF4|010103|000000|000000|000000|0|0|0|0
Amount: $342,591.90

PR: PR217672A037
Accounting Line: 2021|5385000B01XXXXDM|F300F310F000|7672080102|T21D170400|251001|61000000|7672000000|72OAPXXCF4|010103|000000|000000|000000|0|0|0|0
Amount: $1,174,877.15

"The amount of reimbursement of the **PROJECT SPONSOR** for particular allowable design-related services shall not exceed the following amounts: for design-related services associated with the decrease in the number of EDS units for the **Project** from 2 to 1, **$16,400.00**; for design-related services associated with rebidding the **Project**, **$31,564.00**."

In the event of termination or expiration of this **Agreement**, any **TSA** funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this **Agreement**. **TSA's** liability to make payments to the **PROJECT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this **Agreement**.

Under no circumstances will **TSA** be responsible to reimburse the **PROJECT SPONSOR** for profit or the general costs of government, except for indirect costs allocable to this Project. The **PROJECT SPONSOR** may recover the allowable direct costs of **PROJECT SPONSOR** personnel performing work necessary under this **Agreement**, as well as the allowable and allocable costs of the contractors hired by the **PROJECT SPONSOR** to perform the necessary work under this **Agreement**. Profit and overhead costs for the **PROJECT SPONSOR** contractors performing work on the **Project** are

allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the **PROJECT SPONSOR** employees, who work on multiple activities that will result in a request for reimbursement under this **Agreement**. **TSA** will not be responsible for costs incurred by the **PROJECT SPONSOR**, its contractors or agents to perform work not in compliance with the **TSA** requirements in this **Agreement**. The TSA CO has the right to recoup any payments made to the **PROJECT SPONSOR** if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved design requirements for the **Project** pursuant to this **Agreement**.

TSA will reimburse only for allowable, allocable, and reasonable costs in accordance with the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the **Agreement** and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0).

Article X – "Authorized Representatives" is hereby updated to include the following paragraph:

The authorized representative for each party shall act on behalf of that party for all matters related to this **Agreement**. Each party's authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this **Agreement**, provided written notice of such appointment is made to the other party to this **Agreement**. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

Contracting Officer's Representative (COR):
Peter Donis
6596 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-3234
E-Mail: Peter.Donis@tsa.dhs.gov

Contracting Officer (CO):
Jacqueline Thring
6596 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-5858
E-Mail: Jacqueline.Thring@tsa.dhs.gov

Contract Specialist (CS):
Garon McCarty
6596 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-1407
E-Mail: Garon.McCarty@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding, and liability. The TSA COR is responsible for the technical administration of this **Agreement** and is the technical liaison with the **PROJECT SPONSOR**. The TSA COR is not authorized to change

the scope of work, to make any commitment or otherwise obligate the **TSA**, or authorize any changes, such as amount or level of funding, which affect the liability of the **TSA**. The TSA COR is authorized to approve the use of contingency funds that fall within the funded **TSA** amount.

The **PROJECT SPONSOR** must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the **PROJECT SPONSOR** as direction which could increase the Project costs and could cause the **PROJECT SPONSOR** to seek reimbursement from **TSA** in excess of the **TSA's** total reimbursement liability as defined in Articles IV and VII of this **Agreement**.

--End of 70T04021T7672N025P00001--

Amarillo City Council
Agenda Transmittal Memo

Item No. 2U
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Civic Pride
Department	Public Health		
Contact	Casie Stoughton, Director of Public Health		

Agenda Caption

Consider – Refugee Health Grant
Grant Amount: up to $876,359.32
Grantor: U.S. Committee for Refugees and Immigrants

This item accepts the award from the USCRI from October 1, 2022, thru September 30, 2023, to continue health screening services for refugees resettled in Potter/Randall county.

Agenda Item Summary

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

Requested Action

Accept grant award.

Funding Summary

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

Community Engagement Summary

The City of Amarillo actively participates in the Amarillo Refugee Quarterly Consultations hosted by Catholic Charities of the Texas Panhandle and Refugee Services of Texas. Numbers of arrivals are expected to increase as such the Amarillo Public Health budget and staffing will reflect this.

Staff Recommendation

Staff recommend acceptance of this grant.

Amarillo City Council
Agenda Transmittal Memo

Item No. 2V
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Customer Service
Department	Public Health		
Contact	Casie Stoughton, Director of Public Health		

Agenda Caption

Consider – DIS Grant
Grant Amount: FY23 Renewal $320,417
Grant Amount: FY22 Expansion Funds $244,978
Grantor: Texas Department of State Health Services

This item accepts the renewal award from the Texas Department of State Health Services from January 1, 2023, thru December 31, 2023, to expand, train, and sustain the DIS workforce to support jurisdictional STI prevention programs. This item also accepts expansion funds for FY22 adding additional funding to the program from execution of the contract thru December 31, 2022.

Agenda Item Summary

The Texas Department of State Health Services awards a grant for the City of Amarillo Department of Public Health to expand, train, and sustain the DIS workforce to support jurisdictional STI prevention programs.

Requested Action

Accept grant award.

Funding Summary

This grant is provided by the Texas Department of State Health Services.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommend acceptance of this grant.

Amarillo City Council
Agenda Transmittal Memo

Item No. 2W

Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	August 16, 2022	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan		

Agenda Caption

CONSIDER – Professional Services Agreement with Hi-Plains Civil Engineers – Resident Project Representative for Recoating of Tanks at NE 24th Ave Pump Station and Recoating of Independence Elevated Storage Tank – RFQ #09-22 in the amount of $79,675.00.

Agenda Item Summary

This item is to consider approval of the professional services agreement for the resident project representative for the tank recoating projects.

Requested Action

Consider approval of agreement with Hi-Plains Civil Engineers, Ltd. in the amount of $79,675.00 for execution by City Manager.

Funding Summary

Funding for this project is available in Project Budget Numbers 530058 and 530059. This project was approved in the FY 17/18 Community Investment Program. This project is funded with water and sewer revenue bonds.

Community Engagement Summary

Award for professional services will have minimal impact on the community. The resident project representative will facilitate coordination with the contractor, engineer, and the City during the construction phase of the project.

Staff Recommendation

City Staff is recommending approval of the contract.

RFQ #09-22

PROFESSIONAL SERVICES FOR PROJECT REPRESENTATIVE SERVICES FOR RECOATING OF TANKS AT NE 24TH AVENUE PUMP STATION & RECOATING OF INDPENDANCE ELEVATED STORAGE TANK

VENDOR LIST ESTABLISHED THROUGH PRE-QUALIFIED BIDDERS LIST RFQ #01-20 & UPDATED VENDORS LIST
RESIDENT PROJECT REPRESENTATIVE DISCIPLINE

Preliminary Compilation of Points Evaluation Criteria Ranking	Understanding of the requirements:	Experience with similar types of design and the ability of the consultant's professional personnel to perform the services:	Familiarity with the project area:	Experience with similiar municipal projects and project approach:	The ability and willingness to meet time and budget requirements:	Current capacity to complete work:	Approach to Conflict:	Reference from other clients attesting to Consultants: (a) Quality of Work (5 points) (b) Compliance with performance standards and schedules (5points):	Total Points Possible	Ranking	
	Points Possible										
Vendor	60	90	15	30	30	30	15	30	300		**Comments**
Lavin Architects Sims + Architects (Updated)	23	30	5.5	8.3	10	10	8	30	124.8	9	
Brandt Engineers	58	83	14	28	28	28	14	28.5	281.5	1	
Parkhill Smith and Cooper (Updated)	53	78	12	24.6	25	24	10	26.1	252.7	3	
Garver	52.00	77.00	9.00	21.60	25.00	24.00	11.00	25.5	245.1	**5**	
KSA Engineers	55.00	82.00	14.00	26.60	28.00	23.00	12.00	29.40	270	**2**	

Crenshaw Consulting	23.00	29.00	5.00	8.00	10.00	10.00	8.00	24.00	117	**11**	
Aguire & Fields (Updated)	30.00	44.00	7.00	14.00	19.00	18.00	8.00	27.90	167.9	**8**	
Consor Engineers (Updated)	40.00	65.00	8.00	19.30	24.00	22.00	10.00	27	215.3	**6**	
Freese & Nichols (Updated)	51.00	76.00	11.00	24.60	25.00	24.00	10.00	29.4	251	**4**	
J Sheehan Engineering (Updated)	36.00	50.00	13.00	20.60	24.00	21.00	10.00	24.9	199.5	**7**	
Bluefin (Updated)	23.00	29.00	5.00	8.00	10.00	10.00	8.00	30	123	**10**	
Date: 7-7-22											

Amarillo City Council
Agenda Transmittal Memo

Item No. 2X
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Transportation
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER the service agreement addendum between the City of Amarillo, Rick Husband Amarillo International Airport, and MCMC-Mary Coyne Marketing Communications, LLC.

Agenda Item Summary

This addendum extends the marketing services agreement between the Airport and MCMC for a period of 1 year, from October 15, 2022 through October 14, 2023, as allowed by the original agreement, and agreed upon between the Airport and MCMC, at a cost of $90,000 (which is the same as the first year).

Requested Action

Please approve the service agreement addendum between the City and MCMC Marketing.

Funding Summary

Costs associated with this addendum are included in the Airport's O&M budget for 2022/2023.

Community Engagement Summary

Level 1 – Modest impact on selected area and/ or community group.

Staff Recommendation

Department staff recommends the approval of this addendum.

Amendment Between Ctiy of Amarillo and MCMC
Opened 4:00 p.m., August 31, 2022

To be awarded as one lot		MARY COYNE MARKETING COMMUNICATIONS LLC
Line 1 Extention of marketing services agreement, per specifications		
1 yr		
Unit Price	$90,000.000	
Extended Price		90,000.00
Bid Total		90,000.00
Award by Vendor		$ 90,000.00
City		Amarillo, TX

Amarillo City Council
Agenda Transmittal Memo

Item No. 2Y
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022		Fiscal Responsibility
Department	Amarillo Civic Center		
Contact	Christopher Post, CVE – Director of Operations		

Agenda Caption

Consider Award – Point of Sale hardware and software system for Civic Center concessions
Contact: Christopher Post, CVE – Director of Operations
Award to SpotOn Transact, LLC – $120,100.38
This award consists of point-of-sale equipment and a 5 year software licensing plan to service the Amarillo Civic Center concessions.

Agenda Item Summary

Award of point-of-sale equipment and software licensing to service the Amarillo Civic Center concessions.

Requested Action

Consider approval and award of point-of-sale system.

Funding Summary

Funding for this award is available in the Civic Center capital budget – Account # 440647.17400.1040
Funding for this project was approved in the FY 21 Capital Improvement budget.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of bid.

RFP 17-22
POINT OF SALE SYSTEM FOR THE CITY OF AMARILLO CIVIC CENTER COMPLEX CONCESSIONS

Q

Points Compilation Evaluation Criteria Ranking	Demonstrated Ability of Vendor to Meet the Scope of Work	Proposed Qualifications/ Documented Experience and Proposed Comp Team	Demonstrated Past Performance as Described by References	Demonstraated Ability to Meet Schedules / Timelines	Proposed Pricing	Total Points Possible	Ranking	
	Points Possible							
Vendor	105	45	45	30	75	300		Comments
SPOT ON	80.00	31.00	45.00	26.00	75.00	257.00	1	
FISERV / BYPASS	83.00	41.00	30.00	28.00	26.25	208.25	2	
AGILYSYS	79.00	23.00	0.00	21.00	18.75	141.75	3	
Date: 7-27-22								

Amarillo City Council
Agenda Transmittal Memo

Item No. 2Z
Backup

CITY OF AMARILLO
CITY MANAGERS OFFICE

Meeting Date	September 13, 2022	**Council Priority**	Infrastructure
Department	Water Utilities – Wastewater Treatment Hollywood Road Plant		
Contact	Walter Pishkur – Interim Director of Utilities		

Agenda Caption

Consider and Approve Contract for the Purchase of Sulfur Dioxide, Annual Contract, Bid #7303 Brenntag Southwest Inc. $63,990.00

Agenda Item Summary

This item is to consider the award of the annual contract for Sulfur Dioxide. Sulfur Dioxide is used to meet the permit requirements of the wastewater plants to reduce the chlorine residual of the affluent.

Requested Action

Requesting approval and award to Brenntag Southwest Inc.

Funding Summary

Funding is available in the Budget account 52270.51350 and 52260.51350.

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval and award to JCH

Bid No. 7303 Sulfur Dioxide Annual Contract
Opened 4:00 p.m., August 24, 2022

To be awarded as one lot	Brenntag Southwest
Line 1 Dechlorinating Agents (Sulfur Dioxide, etc) River Road WWTP, per specifications	
12 tn	
Unit Price	$1,185.000
Extended Price	14,220.00
Line 2 Dechlorinating Agents (Sulfur Dioxide, etc) Hollywood Road WWTP, per specifications	
42 tn	
Unit Price	$1,185.000
Extended Price	49,770.00
Bid Total	63,990.00
Award by Vendor	$ 63,990.00 ✓
City	Borger, TX

Amarillo City Council
Agenda Transmittal Memo

Item No. 2AA
Backup

Meeting Date	September 16, 2022	**Council Priority**	Best Management Practices Infrastructure
Department	Water Utilities – Wastewater Treatment Hollywood Road Plant		
Contact	Walter Pishkur–Interim Director of Utilities		

Agenda Caption

Purchase 3 Flygt Pumps
Approve the purchase of 3 Flygt Submersible Pumps for back up equipment at the Hollywood Road Water Reclamation Plant.
JCH, $55,720.00

Agenda Item Summary

This item is to consider the award for the purchase of (2) Flygt model #NP3153.185 Submersible Sewage Pumps and (1) Flygt model #NP3085.060 Submersible Sewage Pump. These pumps are needed back up pumps for our existing Basin Drain, Wash Water, and Filter Back wash stations. These pumps are sole sourced from JCH, an authorized dealer of Flygt Pumps.

Requested Action

Requesting approval and award of the purchase for the pumps to JCH in the amount of $55,720.00

Funding Summary

Funding is available in the Budget account 52270.68312

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval and award to JCH

Bid No. 7345 FLYGT Pumps for Hollywood Road Water Reclamation Plant
Opened 4:00 p.m., August 23, 2022

To be awarded as one lot	JAMES COOKE AND HOBSON (JCH)	
Line 1 Flygt NP3153.1852323 Submersible Sewage Pump, 435-6 hydraulics, 20/460/3 motor, per specifications		
2 ea		
Unit Price	$23,375.000	
Extended Price		46,750.00
Line 2 Flygt NP3085.060-0006 Submersible Sewage Pump, 462-3 hydraulics, /460/3 motor, per specifications		
1 ea		
Unit Price	$8,970.000	
Extended Price		8,970.00
Bid Total		55,720.00
Award by Vendor		$ 55,720.00
City		Amarillo, TX

Amarillo City Council
Agenda Transmittal Memo

Item No. 2BB

Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	Council Priority	N/A

Department	Information Technology

Agenda Caption

Bid 5820 (requisition 47928) Award – JD Edwards Annual Software Support Renewal – Rimini Street
SHI Government Solutions - $76,795.00

The item under consideration is a renewal agreement with Riministreet, provided through SHI Government Solutions, for the continued support and maintenance of the JD Edwards application. The term of support will run from November 01, 2022 through October 31, 2023. JD Edwards is the enterprise resource planning application used by the City to collect, process, and manage data related to financing, accounting, purchasing, human resources, inventory, and work order processing.

Agenda Item Summary

The item under consideration is a renewal agreement with Riministreet, provided through SHI Government Solutions, for the continued support and maintenance of the JD Edwards application. The term of support will run from November 01, 2022 through October 31, 2023. JD Edwards is the enterprise resource planning application used by the City to collect, process, and manage data related to financing, accounting, purchasing, human resources, inventory, and work order processing.

Requested Action

Approval of award to SHI Government Solutions in the amount of $76,795.00.

Funding Summary

Funding is available in account 62021.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 7344 JD EDWARDS SOFTWARE SUPPORT ANNUAL CONTRACT
Opened 4:00 p.m. August 22, 2022

To be awarded as one lot	SHI GOVERNMENT SOLUTIONS	
Line 1 JDE Support Services Agreement, per specifications		
1 ea		
Unit Price	$76,795.000	
Extended Price		76,795.00
Bid Total		76,795.00
Award by Vendor	$	76,795.00
City		Austin, TX



Amarillo City Council
Agenda Transmittal Memo

Item No. 2CC

Backup

CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Fiscal Responsibility
Department	Purchasing		
Contact	Trae Kepley, Director of Purchasing		

Agenda Caption

Award Medical Supplies Annual Contract to Minnesota Multistate Contracting Alliance (MMCAP)

Total Amount not to exceed $158,000.00

This award is to approve an Annual Contract for the purchase of Medical Supplies

Agenda Item Summary

Award of Annual Medical Supplies for use by various City Departments

Requested Action

Consider approval and award of the City Annual Contract of Medical Supplies

Funding Summary

Funding for this award is available in the various City's Department's Chemical and Medical accounts.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 7334 Medical Supplies Annual Contract
Opened 4:00 p.m., August 2, 2021

To be awarded as one lot		Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)
Line 1 Medical and Dental Equipment and Supplies, per specifications		
1 ea		
Unit Price	$158,000.000	
Extended Price		158,000.00
Bid Total		158,000.00
Award by Vendor		158,000.00
City		ST PAUL, MN

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Item No.
2DD Backup

Meeting Date	September 13, 2022	**Council Priority**	Fiscal Responsibility
Department	Purchasing		
Contact	Trae Kepley, Director of Purchasing		

Agenda Caption

Award – Electrical Supplies Annual Contract.

Award to Dealers Electrical Supply in an amount not to exceed $423,000.00

Electrical Contract awarded on Buyboard Purchasing Cooperative Contract 602-20

This award is to approve a contract for purchase of Electrical Supplies

Agenda Item Summary

Award of Electrical Supplies to be used by Various City Departments.

Requested Action

Consider approval and award for the Electrical Supplies Annual Contract.

Funding Summary

Funding for this award is available in the department's R&M improvement and Building Terminal. Accounts: Facilities 1252.68100, Aviation 54110.68101, Water Production 52200.68300, Hollywood Rd WWTP 52270.68300, Park Maintenance 1861.68318, Golf Operations, 1811.68318, Zoo Maintenance 1862.68318, River Rd WWTP 52260.68100, Traffic 1732.68300, Wastewater Collection 52240.68312

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. Electrical Supplies Annual Contract
Opened 4:00 p.m., August 25, 2022

To be awarded as one lot		Dealers Electric Supply
Line 1 Wiring Devices: Adapters, Caps, Connectors, Extension Cords, per specifications		
1 ea		
Unit Price	$423,000.000	
Extended Price		423,000.00
Bid Total		423,000.00
Award by Vendor	not to exceed	$ 423,000.00
City		Waco, TX

ITEM NO. 2EE
BACKUP

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	09/13/2022	Council Priority	
Department	Facilities Department		
Contact	Jerry Danforth, Facilities Director		

Agenda Caption

AWARD- Demo of Railroad Tracks, Ties, and Paving at 6th, 7th, 9th. and the Alleyway Between 7th and 8th street.

(Contact: Jerry Danforth, Facilities Director)
Howell Sand Co. -- $116,003.00
This award is for the demolition of railroad tracks, ties and paving located at 6th, 7th, 9th, and the alleyway between 7th and 8th street.

Agenda Item Summary

This award is for removal of railroad track to allow for utilities updates for the new City Hall.

Requested Action

Approval and award of the demolition of railroad tracks, ties and paving located at 6th, 7th, 9th, and the alleyway between 7th and 8th street to Howell Sand Co., for the amount of $116,003.00

Funding Summary

Funding is available through Job Number: 411760.17400.1020

Community Engagement Summary

Staff Recommendation

Staff recommends approval of contract award to Howell Sand Co., for the demolition of railroad tracks, ties and paving located at 6th, 7th, 9th, and the alleyway between 7th and 8th street project.

BEST VALUE BID NO. 7322 FOR DEMO OF RAILROAD TRACKS, TIES, AND PAVING AT 6TH, 7TH AND ALLEYWAY, AND 9TH

Points Compilation Evaluation Criteria Ranking	Price:	Past Performance and Proposed Qualifications of Company:	Construction Time:	Total Points Possible	Ranking:	
	Points Possible					
Vendor	120	105	75	300		**Comments**
GEM TECHNOLOGIES	120.00	82.00	42.75	244.75	2.00	
PRICKLY PEAR CONTRACTING	115.20	50.00	60.00	225.20	3.00	
HOWELL SAND COMPANY	96.00	95.00	75.00	266.00	1.00	
Date: 9-2-22						

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Item No. 2FF
Backup

Meeting Date	September 13, 2022	**Council Priority**	Consent Agenda
Department	Planning and Development Services		
Contact	Brady Kendrick – Planner II		

Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Road Ranger Subdivision Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 59, Block 2, A.B.&M. Survey, Potter County, Texas.
VICINITY: I-40 and Pullman Road
APPLICANT/S: Marko Zaro for Road Ranger LLC

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Road Ranger Subdivision Unit No. 1.

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

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

This ACZ Easement is establishing a height regulation of 3,750 feet above mean sea level for the plat of Road Ranger Subdivision Unit No. 1.

Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

LSS 5/9/2022

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Road Ranger Subdivision Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land, in Section 59, Block 2, A.B.&M. Survey, Potter County, Texas.

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

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

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 28th day of July, 2022.

GRANTOR
Road Ranger, LLC

By: _____ JD
Marko Zaro, CEO

THE STATE OF Illinois §

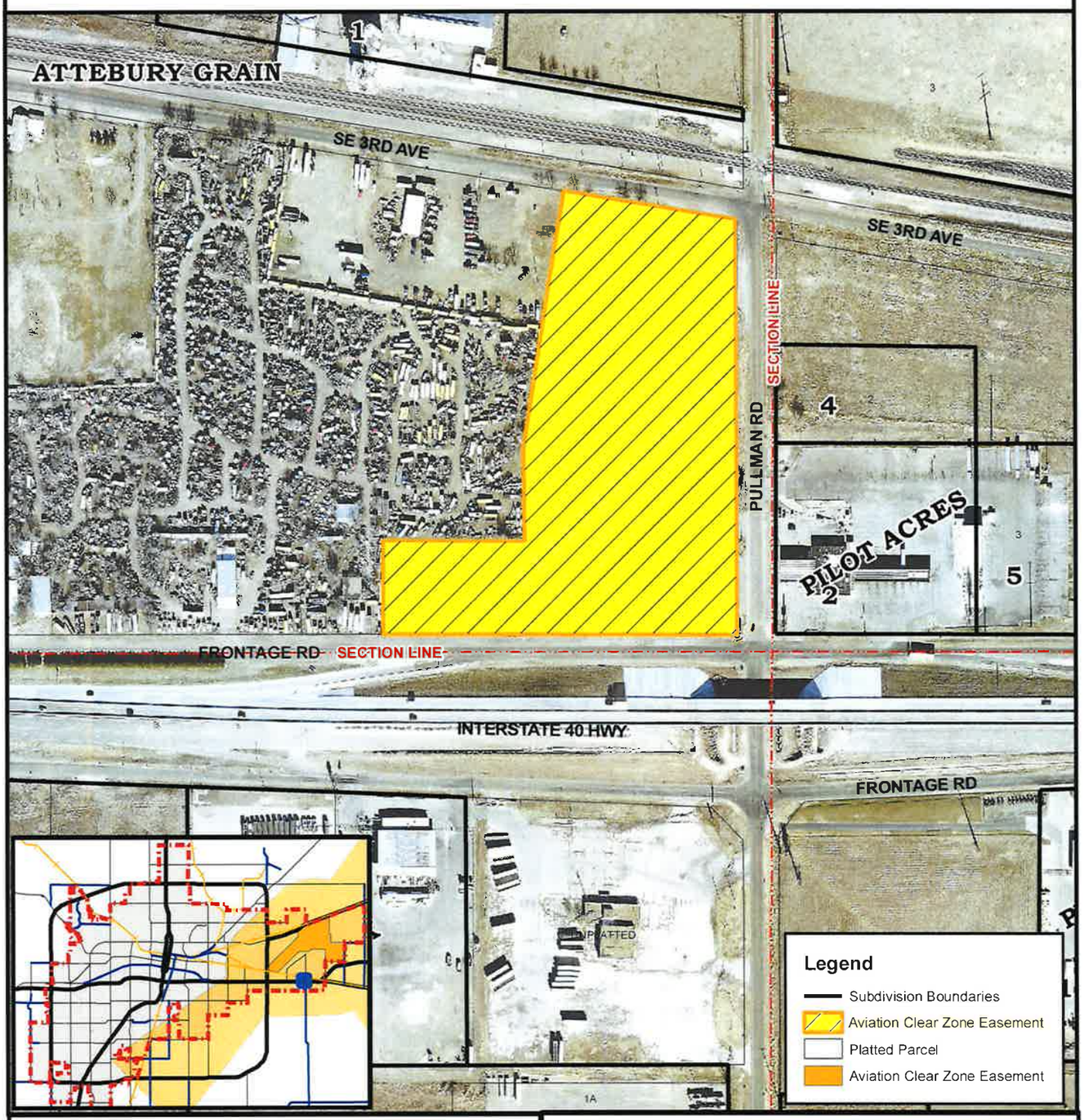
COUNTY OF Cook §

This instrument was acknowledged before me on this the 28 day of July, 2022, by Marko Zaro.

MARC BOURGAULT
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 21, 2026

_____
Notary Public, State of Illinois

AVIATION CLEAR ZONE EASEMENT 22-10



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 4/22/2022
Case No: ACZ-22-10

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Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Road Ranger Subdivision Unit No. 1, an addition to the City of Amarillo, in Section 59, Block 2, A.B.&M. Survey, Potter County, Texas.

Vicinity: I-40 and Pullman Rd.

Applicant: Marko Zaro for Road Ranger, LLC

AP: U-12

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

Item No. 2GG
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Consent Agenda

Department	Planning and Development Services Brady Kendrick- Planner II

Agenda Caption

Consideration of a Southwestern Bell Telephone Company Facilities Easement, being the east six feet of Lots 6-8, Block 377, Mirror Addition, an addition to the City of Amarillo, in Section 155, Block 2, A.B.&M. Survey, Potter County, Texas.
VICINITY: SE 8th Ave. and Johnson St.
GRANTOR: City of Amarillo
GRANTEE: Southwestern Bell Telephone Company

Agenda Item Summary

The above referenced telephone utility easement is being requested by Southwestern Bell Telephone Company for the installation of telephone facilities that are being relocated due to the City Hall project.

This Easement would be granted to Southwestern Bell Telephone Company at no cost to the City.

Requested Action/Recommendation

Planning and Legal Staff have reviewed the associated Easement and the item is ready for City Council Consideration as a consent agenda item. Staff recommends approval of this Southwestern Bell Telephone Company Facilities Easement and execution by the City Manager.

SOUTHWESTERN BELL TELEPHONE COMPANY

FACILITIES EASEMENT

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

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned, City of Amarillo, [hereinafter referred to as "GRANTOR"], and SOUTHWESTERN BELL TELEPHONE COMPANY, dba AT&T Texas, (hereinafter referred to as GRANTEE"), wherein GRANTOR, in consideration of the sum of One AND NO/100 ($1.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents (hereinafter collectively referred to as "GRANTEE"), a permanent easement (hereinafter referred to as the "Easement") as described herein below for the purposes hereinafter set forth, upon, across, over, above, under and within GRANTOR'S tract of land located in Amarillo, Potter County, Texas, (hereinafter called "the Property"), and described as follows, to wit:

BEING A SIX-FOOT-WIDE TELECOMMUNICATIONS EASEMENT OUT OF Lots 6-8, Block 377, Mirror Addition to the City of Amarillo, according to the map or plat thereof recorded in Volume 65, Page 16, of the Deed Records of Potter County, Texas, said lots 6-8 being conveyed to the City of Amarillo in Clerk's File No. 2020OPR0015416, of said records of Potter County, Texas, said 6.00 wide easement being more particularly described as follows:

Being the Easterly 6.00 feet of said Lots 6-8 and further being described as parallel and adjacent to the East property lines of said Lots 6-8

This agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only an Easement subject to the following:

(a) This Easement is granted for the purpose of permitting GRANTEE to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove facilities for the transmission of signals used in the provision of communication, video, data and/or information services, including, but not limited to conduit, ducts and handholes, equipment, cabinets or enclosures, and support posts or pads, cables, wires, fiber optic cables, pedestals or other above-ground cable or wire enclosures, marker, and other related equipment, fixtures, appurtenances, and improvements (collectively, the "Facilities"), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement.

(b) GRANTOR further conveys to GRANTEE the following incidental rights and powers: the right of pedestrian and vehicular ingress to and egress from said Easement utilizing reasonable routes across the Property, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other paved areas of the Property; the right to drain or sheet flow storm water runoff from the Easement onto the Property and/or into existing and future

storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of said Easement, service lines for electric power, and, the right to install, maintain, and use gates in fences which cross said Easement.

(c) During the period of installation, removal, or replacement of the Facilities by GRANTEE within the Easement herein granted, GRANTEE shall have the right to use as temporary construction easements so much of the surface of the Property as may be reasonably necessary for GRANTEE'S construction, installation, removal or replacement of said Facilities. Following the initial installation of GRANTEE'S Facilities, and also after any later activities by GRANTEE which affect the Property, GRANTEE shall promptly restore the grounds affected thereby to as nearly as practicable the same condition that existed prior to such activity.

(d) The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

(e) GRANTOR warrants that they are the owners of the Property occupied by the Easement herein granted, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE may quietly enjoy the Easement for the uses herein stated. In addition, GRANTOR hereby warrants and represents he/she/they have no knowledge of the existence of past or present production, storage, treatment, or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the Easement or the Property.

(f) GRANTEE hereby agrees to save and hold harmless the GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

TO HAVE AND TO HOLD the above-described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors, and assigns, forever, and GRANTOR does hereby bind itself, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

SIGNED AND EXECUTED this _____ day of September 2022.

_____

Grantor:
Jared Miller
City Manager, City of Amarillo, TX

ACKNOWLEDGMENT

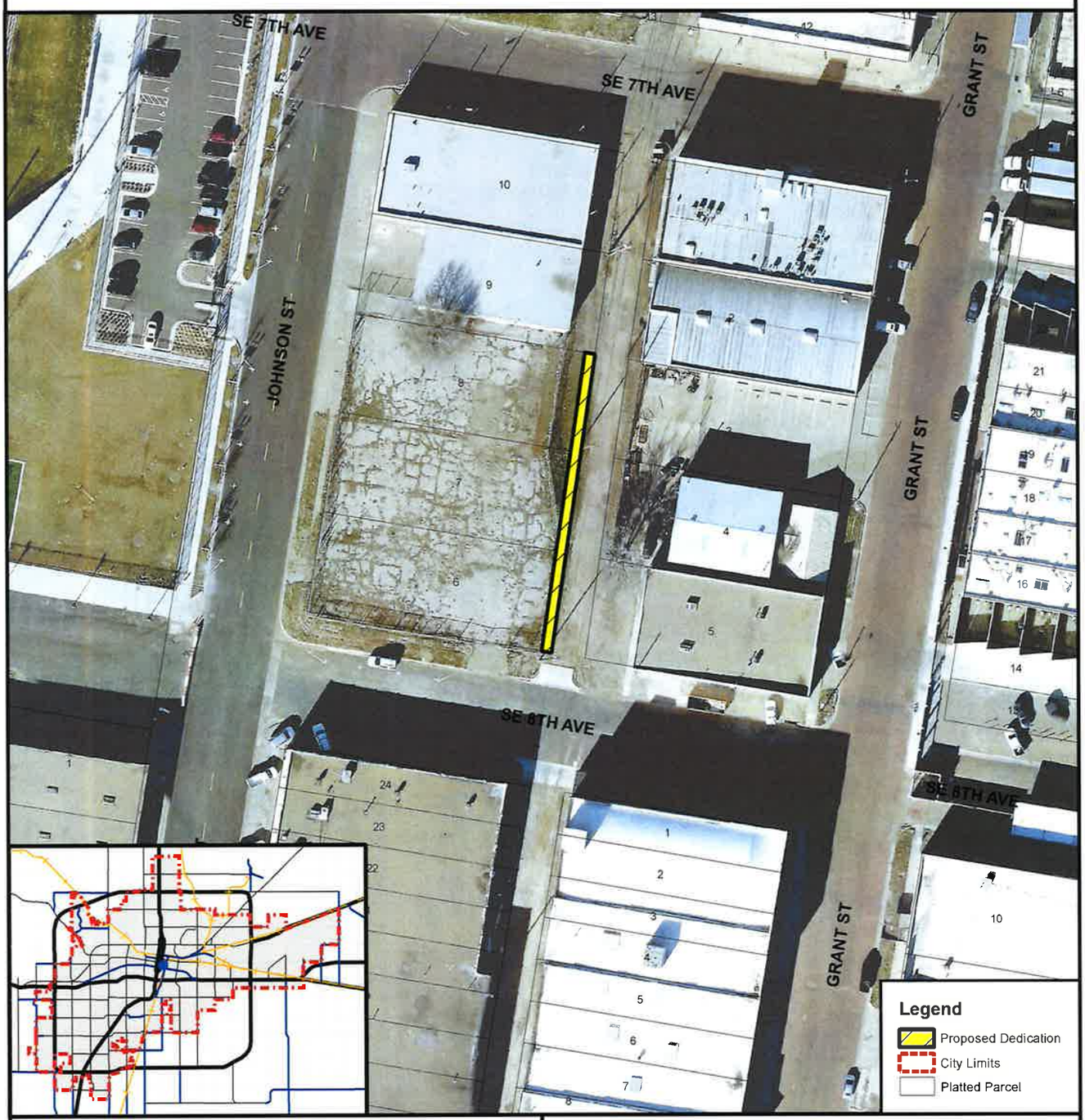
THE STATE OF TEXAS
COUNTY OF POTTER

BEFORE ME, the undersigned authority, on this day personally appeared Jared Miller, known to me to be the person whose name is subscribed to the foregoing instrument as City Manager, City of Amarillo, TX, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said municipality.

Given under my hand and seal of office this the _____ day of September 2022.

_____
Notary Public in and for the State of TEXAS
My Commission Expires

CASE D-22-06
Dedication of a Southwestern Bell Telephone Company Easement



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 80 feet
Date: 9/7/2022
Case No: D-22-06

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Dedication of a Southwestern Bell Telephone Company Easement, being the east six feet of Lots 6 – 8, Block 377, Mirror Addition, an addition to the City of Amarillo in Section 155, Block 2, A.B.&M. Survey, Potter County, Texas.

Grantor: City of Amarillo

Vicinity: S Johnson St. and SE 7th Ave

AP: O-12

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

Item No. 2HH
Backup

CITY OF AMARILLO
CITY MANAGERS OFFICE

Meeting Date	September 13, 2022	**Council Priority**	Public Safety
Department	Municipal Court		
Contact	Donna Knight		

Agenda Caption

Consider approval of Wind Down Agreement with American Traffic Solutions, Inc

Total agreement amount: $122,910

Agenda Item Summary

This item is the wind down agreement for the red light program services contract with American Traffic Solutions, Inc and will finalize the requirements for the end of the program.

Requested Action

Approve Wind Down Agreement with American Traffic Solutions, Inc in the amount of $122,910

Funding Summary

This will be funded from Photographic Traffic Enforcement Account

Community Engagement Summary

Level 1 – Modest impact on selected area and/or community group.

Staff Recommendation

Municipal Court staff recommends approving the agreement with American Traffic Solutions, Inc.

LSS 8/23/2022

WIND DOWN AGREEMENT
FOR THE RED LIGHT PROGRAM SERVICES CONTRACT AND RIGHT'S OF WAY CONTRACT BETWEEN THE CITY OF AMARILLO AND AMERICAN TRAFFIC SOLUTIONS, INC.

THIS WIND DOWN ("Wind Down Agreement") is made this ___ day of _____, 2022, by and between the City of Amarillo, Texas ("City"), and American Traffic Solutions, Inc., doing business as Verra Mobility ("Verra Mobility"), with City and Verra Mobility each individually a "Party" and collectively the "Parties".

RECITALS

WHEREAS, on or about August 29, 2007, the City and Verra Mobility entered into a Red Light Program Services Contract and Right-of-Way Use Contract for the City's use of the Axsis System to enforce traffic violations (herein the "Agreement"); and

WHEREAS, the Parties agree the Agreement will terminate on August 29, 2022; and

WHEREAS, the City and Verra Mobility desire to enter into this Wind Down Agreement for the orderly wind down of the Program upon the termination of the Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, all of which are hereby adopted as an integral part of this Wind Down Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Verra Mobility hereby covenant and agree as follows::

1. **Termination.** The Agreement terminates on August 29, 2022 (the "Program Termination Date"), and not withstanding any other provisions in the Agreement, including but not limited to Section 7 of the Agreement, this Wind Down Agreement shall set forth the obligations of the Parties upon the termination of the Agreement related to the wind down of the Program.

2. **Term.**
This Wind Down Agreement shall commence as of August 30, 2022 and shall expire and terminate on November 30, 2022 (the "Wind Down Termination Date"). The period between the Program Termination Date and the Wind Down Termination Date is the "Service Term". The City and Verra Mobility may mutually agree in writing to extend the Service Term, if such additional time is necessary to complete the services required by this Wind Down Agreement.

3. **Verra Mobility's Responsibilities.** Verra Mobility's responsibilities during the Service Term shall include the following:

   A. Beginning on the Program Termination Date, Verra Mobility shall cease operation of the Camera Systems. During the Service Term, Verra Mobility shall be responsible for Event

processing for Events that occurred on or before the Program Termination Date, including web application hosting, maintenance and remote administration, clerical data entry and quality review steps, lockbox payment services, web-payment access with user convenience fee charged to violator, call center support for general Program questions, and website accessible to citizens for image viewing, information and payments (violationinfo.com). Verra Mobility is no longer responsible for mailing any Notices on behalf of the City, other than as specified in Section 5. of this Wind Down Agreement below.

For purposes of this Wind Down Agreement, "Event" means a potential Violation captured by a Camera System.

B. Maintaining standard payment channels that were available under the Agreement to collect and process payments.

C. Notwithstanding anything in Section 7 of this Agreement to the contrary, within 90 days of Program Termination Date, and in coordination with the City, Verra Mobility shall remove all cameras, radar units, strobes and controllers from the red light camera poles installed at all locations in the City.

D. Verra Mobility shall submit an invoice to the City on a monthly basis, covering the fees and costs set forth in Section 4 of this Wind Down Agreement below.

E. Other than as set forth herein, Verra Mobility shall have no further obligations to the City with respect to the operation of the Program or equipment removal during or after the Service Term.

4. **City's Responsibilities.** City's responsibilities during the Service Term shall include the following:

A. The City agrees to pay Verra Mobility its full August 2022 invoice pursuant to the terms of the Agreement.

B. The City agrees to pay Verra Mobility monthly fees beginning September 1, 2022 as follows:

Month	Fee
September	$54,785.00
October	$41,088.00
November	$27,037.00

The City's payment for items set forth in this Section 4.B. are due in full within thirty (30) days of receipt of the monthly invoice.

C. The City's payment for items set forth in Section 4.B., and if applicable the dismissal notice fees set forth in Section 5, shall be the sole compensation for services performed subsequent to September 1, 2022 due to Vera Mobility under this Wind Down Agreement.

5. **Obligations After Wind Down Termination Date**. Upon the Wind Down Termination Date, the City shall terminate all use of the Axsis System and any lockbox and other payment portals shall no longer be capable of accepting payments. Additionally, violationinfo.com will be disabled and all violators will need to contact the City to review images of their violations. If violators contact Verra Mobility after the Wind Down Termination Date, the violator will be directed to contact the Amarillo Municipal Court, PO Box 1366, Amarillo, TX 79105-1366. If funds or mailings are sent to Verra Mobility after the Wind Down Termination Date by the violator, those funds or mailings will be sent to the Amarillo Accounting Department PO Box 1971, Amarillo, TX 79105-1971. Within 90 days after the Wind Down Termination Date, Verra Mobility shall place two (2) years of Program Data currently maintained on the Axsis System (with "Program Data" defined as including violation images, non-violation Event images, evidence packages, and any violation payment records), not previously disposed of in accordance with the City's business rules on an encrypted hard-drive with a key code and will ship the hard-drive to the City. The City agrees that following the Wind Down Termination Date Verra Mobility is under no obligation to maintain any Program Data, including any archive data not currently in Axsis, notwithstanding any other provision of the Agreement or the City's business rules, and the City is responsible for all public records requests pertaining to the Program Data. If the City instructs Verra Mobility to dismiss any or all outstanding unpaid violations and to mail a dismissal notice to a violator, Verra Mobility shall be entitled to a fee of $2.00 per page per dismissal notice, which fee shall be added to the final invoice sent to the City.

6. **Invoices**. City agrees to pay all outstanding invoices submitted by Verra Mobility, for services provided prior to September 1, 2022, within 30 days of receipt of any such invoice.

7. **Poles and infrastructure**. City agrees to take and does so take and assume ownership and full responsibility for all poles, foundation, conduit, power meters and pedestals or housing, signage and all below-grade infrastructure installed by Verra Mobility pursuant to the Agreement (herein, "Infrastructure"). On August 30, 2022 the City shall assume sole ownership, responsibility and liability the Infrastructure and will provide Verra Mobility with up to 90 days to remove its equipment, pursuant to section 3.C.

8. **Severability**. Should any Section or part of any Section of this Wind Down Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any other section of this Wind Down Agreement.

9. **Governing Law**. This Wind Down Agreement shall be interpreted and construed in accordance with the laws of the State of Texas and shall inure to and be binding upon the Parties hereto, their successors, and assigns. Venue for any litigation shall be in Potter County, Texas.

10. **Amendment**. This Wind Down Agreement may be amended only in writing executed by an authorized representative of both the City and Verra Mobility.

11. **Entire Agreement/Conflicts.** This Wind Down Agreement sets forth all covenants, promises, agreements, conditions and understandings between the City and Verra Mobility concerning the Parties' obligations and rights with respect to the Program termination, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. In the event of a conflict between this Wind Down Agreement and the Agreement, this Wind Down Agreement shall control.

12. **No Waiver.** No provision of this Wind Down Agreement will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this Wind Down Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Wind Down Agreement to be executed by their duly authorized representatives on the date first above written.

CITY OF AMARILLO, TEXAS

By: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM

_____
City Attorney Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____

Print: Jonathan Baldwin

Title: EVP, Government Solutions

Date: 8/31/2022

Amarillo City Council
Agenda Transmittal Memo

Item No. 3A
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Fiscal Responsibility
Department	Legal	**Contact Person**	Bryan McWilliams, City Attorney

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7992

Second and final reading a new franchise ordinance for West Texas Gas Utility, LLC to use public rights-of-way to provide retail gas service in the city.

Agenda Item Summary

This agenda item is to approve a new franchise agreement.

A franchise ordinance provides the business terms by which a utility may use the public rights-of-way for placement of its infrastructure. This ordinance provides for a "rental" payment to the City of 5% of gross revenue, as defined in the ordinance, for use of the public lands. These are the same general terms as the City has with Atmos.

The City charter prescribes a different process for approval of a franchise ordinance, than for other ordinances. After this ordinance is approved upon First Reading, then the utility must, at its cost, publish the ordinance in the newspaper once a week for 3 weeks. Upon the third publication, a 30-calendar day waiting period starts, during which the public may send comments (letters, calls, email) or initiate a legal challenge to the franchise ordinance. (A legal challenge has never happened here and is exceedingly rare elsewhere.) After that period, then the ordinance returns to the Council for the Second/Final Reading.

Requested Action

Approval of the ordinance.

Funding Summary

Continues to provide revenue equal to 5% of company's gross revenue, as defined in the ordinance.

Community Engagement Summary

The first reading of the ordinance was on June 28, 2022. The Ordinance was published in the Amarillo Globe News on July 12, 2022; July 19, 2022; and July 26, 2022. A 30-day waiting period was allowed for the public to send comments to Council.

Staff Recommendation

Staff recommends approval as presented.

6/23/2022 **ORDINANCE NO. 7992**

ORDINANCE OF THE CITY OF AMARILLO, TEXAS, GRANTING TO WEST TEXAS GAS UTILITY, LLC, (A TEXAS LIMITED LIABILITY COMPANY, WITH ITS PRINCIPAL OFFICE IN THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS) THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH CITY THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, PUBLIC WAYS, AND REAL PROPERTY IN SUCH CITY AND OWNED OR CONTROLLED BY SUCH CITY FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS.

BE IT HEREBY ORDAINED by the CITY of AMARILLO, TEXAS (hereinafter referred to as the "City") that, subject to the terms and conditions hereinafter set forth, West Texas Gas Utility, LLC, a Texas limited liability company with its principal office in the City of Midland, Midland County, Texas (hereinafter referred to as "WTG"), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the City the business of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a gas system, as hereinafter defined, for the sale, transportation, and distribution of natural gas within the municipal boundaries of the City and to the residents and businesses located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include the right to use the present and future streets, roads, highways, alleys, public ways, and other real property owned by or under the control of the City for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and all components of the gas system, together with access, at all times and from time to time, to such streets, roads, highways, alleys, public ways, and other real property during the term hereof.

ARTICLE I
DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term "gas system" shall mean any and all pipelines, as hereinafter defined, meters, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, and appurtenances of any kind that WTG, in its sole discretion, may deem necessary or advisable for the exercise of the franchise and rights granted to WTG herein.

Section 1.2. Pipelines. The term "pipelines" shall mean any and all above-ground and below-ground pipes, including, but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within the City.

Section 1.3 Gross Revenues.

(1) The term shall include:

(a) revenues received by WTG from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;

(b) revenues received from the following 'miscellaneous charges':

i. charges to connect, disconnect, or reconnect gas within the City;

ii. charges to handle returned checks from consumers within the City;

iii. Non-refundable contributions in aid of construction that relate to WTG's construction or facilities within the City ("CIAC").

(c) state gross receipts fees attributable to WTG's sale of gas within the City;

(d) all revenues received by WTG from the transportation of gas through the System of WTG within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City); and

(e) fees collected pursuant to this franchise agreement.

(2) "Gross Revenues" shall not include:

(a) the revenue of any affiliate or subsidiary of WTG;

(b) sales taxes;

(c) interest or investment income earned by WTG;

(d) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's Public Right-of-Way; and

(e) revenues billed but not ultimately collected or received by WTG.

Section 1.4. Other public property. The term "other public property" has the ordinary meaning of those words. However, to the extent that this Franchise Agreement grants a right or privilege to WTG to enter or perform any activity at, on, or under "other public property" upon which is sited the Amarillo Civic Center Complex (i.e., the civic center arena, auditorium, exhibit halls, common areas, Globe-News Performing Arts Center, Hodgetown Multi-Purpose Event Venue, and the parking lots or garages serving such Complex), the Rick Husband International Airport, any water or waste treatment plant, a lift station, or any City park, shall be allowed only by WTG obtaining express prior consent of the City, which will not be unreasonably withheld by City.

ARTICLE II

TERM

Section 2.1. Term. Unless earlier terminated in accordance with the terms and provisions hereof, the term of the franchise and rights hereby granted to WTG shall be for a period of Ten (10) years, commencing on the effective date hereof as defined in Section 7.6 below.

ARTICLE III

ACKNOWLEDGMENT AND GRANT OF SPECIFIC RIGHTS OF WTG

In addition to the franchise and rights granted herein to WTG, the City acknowledges that WTG has, and hereby grants to WTG, the following rights and powers:

Section 3.1. Right to Contract. WTG may enter into separate gas service contracts with industrial or other consumers in the City whose average consumption of gas generally is substantially in excess of the average consumption by residential or commercial consumers or whose service requirements generally are substantially different from the average service

requirements of residential or commercial consumers. Such contracts may provide for rates different from the rates applicable to such residential and commercial consumers.

Section 3.2. Discontinuance of Service. Subject to the provisions of Amarillo Code of Ordinances, section 18-1-12 and 18-1-13, WTG may discontinue service to any residential or commercial consumer for any lawful reason, including, but not limited to, such consumer's failure to pay, when due, any indebtedness owed by such consumer to WTG.

Section 3.3. Reconnection Charges. In addition to any and all other proper charges, WTG may charge and collect from any residential or commercial consumer whose service has been discontinued by WTG a reasonable reconnection or similar charge for recommencing service to such consumer.

Section 3.4. Adoption of Rules. From time to time during the term hereof, WTG may, subject to any and all valid and applicable statutes, ordinances, rules, and regulations of any federal, state or municipal governmental authority or agency, including, without limitation, the City in its regulatory authority under the Gas Utility Regulatory Act or the City's home rule authority granted by the Texas Constitution, make and enforce reasonable rules pertaining to WTG's business and operations, including, but not limited to, requiring any residential or commercial consumer to execute and deliver a written contract or amendment to an existing written contract prior, and as a condition, to the initial commencement, recommencement, or continuation of service to such consumer.[1]

Section 3.5. Removal of Gas System. WTG may remove at its expense all or any portion of the gas system upon the termination by the City, pursuant to Article VI of this Ordinance, of the franchise and rights granted hereby.

Section 3.6. Consumer Preferences. WTG may give preference to residential consumers over other consumers during periods in which the total volume of gas available for distribution to and within the City is insufficient, for any reason whatsoever, to adequately supply all residential and commercial consumers.

ARTICLE IV
OBLIGATIONS OF WTG

Section 4.1. Franchise Fee.

(a) As consideration for the grant of the franchise and rights herein and for the use by WTG of the streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City, except as provided in 4.1(b) below, WTG shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to five percent (5%) of WTG's Gross Revenues received during the preceding calendar quarter.

(b) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2023 and will be based on the calendar year January 1 through December 31, 2022. The final CIAC franchise fee amount will be paid on or before April 30, 2032 and will be based on the calendar year January 1 through December 31, 2031.

(c) At any time during the term of this franchise, the City may increase the franchise fee payable hereunder, subject to and in accordance with all of the following terms and conditions:

(1) The City may increase the franchise fee only if the franchise fee, as so increased, constitutes a charge for WTG's use of the City's streets, roads, highways, alleys, public ways, and other real property that is reasonable and lawful. Such increase must be adopted by the governing body of the City at a public hearing that is held no earlier than thirty (30) days following the delivery to WTG by the City, in person or by certified or registered mail, of a written notice stating the reason for, and the date, time, and place of, such hearing.

(2) The franchise fee may not be increased pursuant to this Subsection 4.1(c) more than one time in any five-year period during the term of this franchise.

(3) The franchise fee may not be increased at any one time by an amount exceeding one-half of one percent (1/2 of 1%) of WTG's gross receipts derived from the sale, transportation, and distribution by WTG of natural gas within the municipal boundaries of the City; and the total franchise fee payable hereunder may not be increased during the term hereof to an amount exceeding the lesser of (i) five percent (5%) of such gross receipts or (ii) the percentage of gross receipts payable by any electric utility doing business within the City pursuant to a franchise granted by the City.

(d) Nothing in Subsection 4.1(c) shall preclude, or be deemed to preclude, WTG and the City from agreeing to an increase in the franchise fee in excess of the limitations imposed in such subsection.

(e) The franchise fee is deemed by City to be adequate compensation for WTG's use of the public rights of way and other public property. No other fee or charge is owed for WTG using the public rights-of-way or other public property. However, WTG shall pay any and all charges of the City for water, sewage, and garbage services provided by the City to WTG, the City's portion (i.e. not the portion payable to the State of Texas or any other governmental authority or agency) of any and all sales taxes collected by WTG for sales within the City, and any and all ad valorem taxes assessed by the City against 'WTG's property. Franchise fees shall be in lieu of any and all other costs, levies, assessments, fees, or other amounts, of any kind whatsoever, that the City, currently or in the future, may charge WTG or assess against WTG's property for use of the public rights of way or other public property.

Section 4.2. No Obstruction of Public Property. WTG shall not, unnecessarily or for any unreasonable period of time, obstruct or interfere with the public use of any of the streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City.

Section 4.3. Repair of Damages. WTG shall repair any and all damages caused solely by WTG to any streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City and shall restore, as nearly as practicable, such property to substantially its

condition immediately prior to the incident causing such damage. The City may, from time to time, adopt reasonable ordinances regulating such work.

Section 4.4. Conduct of Work and Activities. WTG shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

Section 4.5. Use of Alleys. WTG shall attempt to utilize the alleys of the City insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, WTG may, when reasonably necessary, utilize the streets and any other public ways owned or controlled by the City to perform such work and activities.

Section 4.5A Right of Way Management. WTG acknowledges that the provisions of sections 4.2 to 4.5 inclusive, are subject to the City's applicable Right-of-Way management ordinance presently codified in Amarillo Municipal Code of Ordinances, Chapter 4-6, Article V.

Section 4.6. Service and Supply. WTG shall use reasonable care to furnish good and reliable service and an adequate supply of natural gas.

Section 4.7. Installation of Underground Pipelines. WTG shall, when reasonably practicable, install all pipelines under-ground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned or controlled by the City or the existing infrastructure of another public utility company.

Section 4.8. No Discrimination Between Consumers. Subject to WTG's rights set forth in Article III of this Ordinance, WTG shall not discriminate against any consumer with respect to charges for natural gas or services rendered under substantially the same circumstances to other consumers of the same classification.

Section 4.9. Changes in Gas System.

(A) Whenever by reason of widening or straightening or reconstruction of streets, drainage, water, sewer, or communications projects, or any other public works projects in which beautification is not a primary purpose of the project (e.g., installing or improving storm drains, water lines, sewer lines, etc.), it shall reasonably be deemed necessary by City to remove, alter, change, adapt, or conform the underground or aboveground System Facilities of WTG to another part of the Public Right-of-Way, such alterations shall be made by WTG at WTG's expense (except as otherwise provided in this Section 4.9, by federal or state law or such change is to accommodate a private developer). Such relocation shall be completed not later than the deadline set by the Public Works Director or his/her designee working in conjunction with WTG, or if no time frame can be agreed upon, not later than ninety (90) days after the day the notice was sent to WTG to make the alterations.

(B) When WTG is required by City to remove or relocate its System Facilities to accommodate construction of streets and alleys by City, and WTG is eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by WTG as a result of such removal or relocation, and such reimbursement is required to be handled through City, WTG's costs and expenses shall be included in any application by City for reimbursement, if WTG submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to WTG of the deadline for WTG to submit documentation of the costs and expenses of such relocation to City. Upon receipt of reimbursement from a federal or state agency, the City shall remit to WTG, within thirty (30) days of receipt, its portion related

to the relocation or removal of its facilities. Notwithstanding anything contained in this Ordinance, if System Facilities are required to be removed or relocated for any reason other than the construction, relocation or widening of streets, alleys, water, sewer, or drainage lines by City, WTG shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. When WTG is required to remove or relocate its mains, laterals or other facilities to accommodate construction of a highway, road, street, public way, or other public work by City without reimbursement from City, WTG shall have the right to seek recovery of its reasonable and necessary relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of WTG to seek or recover a surcharge from customers for WTG's reasonable and necessary costs of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of WTG's reasonable and necessary relocation costs from customers when WTG is required by City to perform relocation. City shall not require that WTG document request for reimbursement as a pre-condition to recovery of such relocation costs.

(C) If City abandons, pursuant to Council action, any Public Right-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way by action of City Council. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

Section 4.10. Service to New Areas. If during the term of this franchise the boundaries of the City are expanded, the City will promptly notify WTG in writing of any geographic areas annexed by the City during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to WTG by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as WTG may reasonably require in ascertaining whether there exist any customers of WTG receiving natural gas service in said annexed area. To the extent there are such WTG customers therein, then the gross revenues of WTG derived from the sale and distribution of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of WTG's billing cycle immediately following WTG's receipt of the Annexation Notice. The failure by the City to advise WTG in writing through proper Annexation Notice of any geographic areas which are annexed by the City shall relieve WTG from any obligation to remit any franchise fees to City based upon gross revenues derived by WTG from the sale and distribution of natural gas to customers within the annexed area until City delivers an Annexation Notice to WTG in accordance with the terms hereof.

Section 4.11. Schedule of Rates. WTG shall, at all times, keep on file with the City a schedule setting forth current residential and commercial rates for natural gas and services rendered to customers within the City. Nothing contained in this Ordinance, however, shall adversely affect WTG's right to apply for an increase in all or any of its rates at any time and from

time to time during the term hereof and to a lawful and equitable decision with respect to any such application, subject to the applicable requirements of Amarillo Municipal Code of Ordinances, Chapter 18-1, Article III and any applicable statutes.

Section 4.12. Rebates. WTG shall not grant, directly or indirectly, any rebate, in the form of money or any other thing of value, to any consumer in order to circumvent the rate schedule filed with the City pursuant to Section 4.11 of this Article IV.

Section 4.13. Maps of Gas System. WTG shall have available a map or maps showing the current location of all pipelines and other components of WTG's natural gas distribution facilities located in the City.

Section 4.14. Bond for Removal of Gas System. WTG shall, upon electing to remove all or any portion of the gas system in accordance with Section 3.5 of Article III of this Ordinance, file with the Secretary of the City a bond in a reasonable amount and with a proper and adequate surety, securing WTG's obligation to promptly repair, at WTG's sole expense, any damage to any real property owned or controlled by the City caused by WTG's removal of all or any portion of the gas system and to restore such property to substantially the same condition it was in immediately prior to the incident causing such damage.

Section 4.15 Indemnification. In the event of injury or death to any person or damage to any property by reason of acts or omissions of WTG, its employees, officers, agents, contractors, subcontractors, successors or assigns or agents, which arises out of or relates to construction, operation, maintenance, or replacement of WTG's pipeline system within public rights of way, WTG shall indemnify and keep harmless City from any and all claims, demands, suits, liability, damages of every type, attorney fees, costs, and interest, except to the extent such injury, death, or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or omissions. WTG's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under a WTG plan of self-insurance maintained in accordance with sound accounting and risk-management practices or an indemnity insurance policy.

ARTICLE V

RIGHTS OF THE CITY

Section 5.1. Use of City Property. The right of WTG hereunder to use any streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City shall in no way affect the right of the City or its agents to maintain, construct, lay, repair, remove, replace, install, or operate any pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned by the City and located on or near such streets, roads, highways, alleys, public ways, and other real property, or for City to allow others to use the City's streets, roads, highways, alleys, public ways and other real property owned or controlled by the City.

Section 5.2. Inspection of Books and Records. (A) The City may, at its sole expense and, upon reasonable prior notice, at any reasonable time during normal business hours, inspect, review, and copy any of WTG's books and records, wherever located, pertaining to and directly affecting the rights of the City arising under or by virtue of this Ordinance.

(B) City may, if it sees fit, upon reasonable notice to WTG, have the books and records of WTG audited or reviewed by the City or a representative of City to ascertain the correctness of the reports agreed to be filed herein. WTG shall make available to the auditor such personnel

and records as the City's representative may in its reasonable discretion request in order to complete such audit or review, and shall make no charge to the City therefor. WTG shall assist the City or its representative in its review or audit by providing all requested information no later than fifteen (15) days after receipt of a request. The cost of the audit or review shall be borne by the City unless the audit discloses that WTG has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the review or audit shall be reimbursed to the City by WTG. If such an audit or review reveals that WTG has underpaid the City, then upon receipt of written notification from City regarding the existence of such underpayment, WTG shall undertake a review of the City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest. Should WTG determine through examination of its books and records that City has been overpaid, upon receipt of written notification from WTG regarding the existence of such overpayment, City shall review WTG's claim and if said overpayment is confirmed, either remit the amount of overpayment to WTG or apply the overpayment as a credit against the next scheduled payment of fees by WTG.

(C) If, after receiving reasonable notice from the City of the City's intent to perform an audit or review as provided herein, WTG fails or refuses to provide data, documents, reports, or information required to be furnished hereunder to the City, or fails or refuses to reasonably cooperate with the City during an audit or review conducted under the terms hereunder, WTG shall be liable for payment of City's reasonable and necessary expenses (including reasonable attorney's fees) incurred in obtaining such data, documents, reports or information.

(D) WTG must retain all records pertaining to the calculation and payment of franchise fees for a period of time not less than the current fiscal year, plus the preceding two (2) fiscal years of WTG. If WTG should possess relevant records for a longer period, then City will be allowed access to those records to the same extent and manner as records maintained during the period specified in the preceding sentence.

ARTICLE VI

REMEDIES UPON DEFAULT BY WTG

Section 6.1. Termination of Franchise and Rights. In the event of a substantial breach by WTG of any material provision of this Ordinance, the City may terminate the franchise and rights granted to WTG hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(a) The City must deliver to WTG, by certified or registered mail, a written notice signed by the Mayor, attested by the Secretary, and sealed with the official seal of the City. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of WTG that the City contends constitutes a substantial breach of any material provision hereof, (ii) designate

which of the terms and conditions hereof the City contends WTG breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the City for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(b) Within ten (10) days following the adjournment of the public hearing described in Subsection 6.1(a) above, the City must deliver to WTG, by certified or registered mail, a written notice signed by the Mayor, attested by the Secretary, and sealed with the official seal of the City, setting forth (i) the acts and omissions of WTG described in the first notice that the governing body of the City determines to have in fact occurred and (ii) the specific terms and conditions of this Ordinance listed in the first notice that the governing body of the City determines to have in fact been breached by such acts or omissions of WTG.

(c) The City must permit WTG the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection 6.1(b) above with such corrections to be completed to the satisfaction of the City, within sixty (60) days after WTG's receipt of such notice.

(d) If the dispute resolution process described in sections (a) through (c) does not resolve the default to the City's reasonable satisfaction, then the City may seek any remedy allowed by law or equity though a civil suit or administrative proceeding.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event WTG is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which WTG is so prevented shall not be counted against WTG for any reason. The term "force majeure", as used herein, shall mean any cause not reasonably within WTG' control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

Section 7.2. Other Ordinances. Except to the extent otherwise expressly provided herein, the franchise and rights granted hereby and the operations and activities performed by WTG pursuant hereto shall be subject to all valid ordinances and regulations of the City and any valid amendments thereto insofar as, and only insofar as, such ordinances and regulations (i) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the franchise and rights granted to WTG hereby or (ii) do not conflict with or are not inconsistent with the terms and provisions contained in this Ordinance, such conflicting or inconsistent ordinances hereby being repealed to the extent of such conflict or inconsistency.

Section 7.3. Amendments. This Ordinance and the franchise and rights granted herein may be amended only by written agreement of the City and WTG to such amendment.

Section 7.4. Severability. In the event any part of this Ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this Ordinance as a whole or of any part hereof.

Section 7.5. Binding Effect. This Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7.6. Effective Date. This Ordinance shall become effective on the date on which this Ordinance is finally adopted by the City in accordance with law, and WTG shall file with the Secretary of the City a letter stating that WTG accepts this Ordinance as adopted and agrees to comply with and be bound by all of the terms and conditions hereof. A true and correct copy of this Ordinance as finally adopted shall be attached to such letter and by reference made a part thereof, and the letter shall be addressed to the Mayor and the governing body of the City, dated, and executed by an authorized officer of WTG. Upon this Ordinance becoming effective, this Ordinance shall supersede any and all prior ordinances of the City regulating WTG.

Section 7.7. Section and Other Headings. The section and other headings contained in this Ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this Ordinance.

[THIS SPACE LEFT BLANK INTENTIONALLY. NEXT FOLLOWS, SIGNATURES]

Read and passed by the City Council of the City of Amarillo, Texas with a quorum of such Councilmembers duly and lawfully assembled and voting, on the first (1st) reading, on the 28th day of June 2022.

ATTEST:

CITY OF AMARILLO, TEXAS

_____
Stephanie Coggins, City Secretary

By: _____
Ginger Nelson, Mayor

Read and passed by the City Council of the City of Amarillo, Texas with a quorum of such Councilmembers duly and lawfully assembled and voting, on the second (2nd) and final reading, on the 13th day of September 2022.

ATTEST:

CITY OF AMARILLO, TEXAS

_____
Stephanie Coggins, City Secretary

By: _____
Ginger Nelson, Mayor

City's Mailing Address and Phone Number:

City of Amarillo

601 S. Buchanan

PO Box 1971

Amarillo, TX 79105-1971

Amarillo City Council
Agenda Transmittal Memo

Item No. 3B
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	
Department	City Manager		
Contact	Laura Storrs, Assistance City Manager/CFO		

Agenda Caption

Consideration of Ordinance No. 8006
This is the first reading of an ordinance appointing an Associate Judge of the Amarillo Municipal Court for the unexpired term of the fiscal years

Agenda Item Summary

This ordinance appoints Jeffrey Henderson and Cindi Evans as Associate Judges.

Requested Action

Council approval of the Ordinance.

Funding Summary

Normal operating budget of the General Fund.

Community Engagement Summary

n/a

Staff Recommendation

Council approval of the ordinance.

09/08/22 _____

ORDINANCE NO. 8006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPOINTING PART-TIME MUNICIPAL COURT JUDGES FOR THE REMAINDER OF THE CURRENT JUDICIAL TERM OF FISCAL YEAR 2021-2022 AND FOR THE FULL JUDICIAL TERMS OF FISCAL YEARS 2022-2023 AND 2023-2024; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That pursuant to the City of Amarillo Charter and Chapter 2-8 of the Amarillo Municipal Code of Ordinances, Jeffrey Henderson and Cindi Evans are hereby appointed to the office of Associate Judge (part-time) of the City of Amarillo Municipal Court, to have and exercise all rights, privileges, powers, and duties appertaining to that position by state law, local ordinance, and City Charter. The named appointees shall work such days, hours, cases, and other tasks as assigned by the Presiding Judge or in the absence of the Presiding Judge, then as assigned by the City Manager.

SECTION 2. That the term of the appointment in Section 1 is for the remainder of the current judicial term of fiscal year 2021-22 and for the judicial terms of Fiscal Years 2022-2023 and 2023-2024.

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

SECTION 4. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 5. Effective Date. This ordinance shall be published and become effective upon adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 13th day of September, 2022; and PASSED on Second and Final Reading the 27th day of September, 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

Amarillo City Council
Agenda Transmittal Memo

Item No. 3C
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8007

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Colonies Public Improvement District (PID). The Colonies PID is generally located at the northeast corner of Hillside and Soncy Roads. This ordinance is recommended for approval by a unanimous vote of the Colonies Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Colonies PID Advisory Board met July 20, 2022 to review the proposed FY 2022/23 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2022/23 to be $1,843,733. The Board unanimously recommended raising the property owner assessment rates to $0.13 per square foot. This will result in assessments totaling $1,312,453. This decision was made in order to continue to cover all operating costs as well as an additional $1,156,188 annual debt service payment.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached is the Colonies Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

The PID budget and 5-year service plan discussed above have been reviewed by the Colonies PID Advisory Board.

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8007

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2022; and PASSED on Second and Final Reading on this _____day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

Colonies Public Improvement District

Fiscal Year 2022-2023

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

A 375.8 acre tract of land being situated in Section 40, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Colonies Public Improvement District is $1,843,733. Such cost will be apportioned over the development as follows:

Cost of Maintenance	$641,979
Administration Expense	$45,567
Debt Service Obligation	$1,156,188
Total	$1,843,733

C. This year's assessment will total $1,312,453 The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to $0.13 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to $0.0821 multiplied by the total square footage of the lot for lots 1 acre or less. Commercial lots greater than 1 acre will be assessed an additional $500 per acre or portion thereof, with a maximum assessment of $10,000 per lot.

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

COLONIES # 5 PUBLIC IMPROVEMENT DISTRICT (27302)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: Actual 2020/21 and ESTIMATED 2021/22 to 2031/32
Updated 20-July-22

Approved 7/20/2022

Year 1

			Budget 2021/22	Revised 2021/22	Proposed 2022/23	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27	Estimated 2027/28
BEGINNING FUND BALANCE			$ 1,153,807	$ 1,153,807	$ 1,315,759	$ 784,479	$ 709,456	$ 628,502	$ 555,834	$ 490,515
			0.0%	0.0%	0.0%	0%	1.5%	1.6%	1.6%	1.6%
MAINTENANCE & OPERATION:										
PARK MAINTENANCE COST:		723,586	0.880	0.563	0.950	0.975	0.990	1.006	1.022	1.038
Electricity	53150		17,494	16,598	18,544	18,840	19,142	19,448	19,759	20,075
Water & Sewer	53200		200,000	153,943	163,180	165,790	168,443	171,136	173,876	176,658
PID Management Fees (private)	52015		32,978	38,851	40,000	40,640	41,290	41,951	42,622	43,304
Landscape Maintenance Contract	87500		150,000	65,000	150,000	200,000	203,200	206,451	209,754	213,110
Tree Care	51454		-	-	100,000	101,600	103,226	104,877	106,555	108,260
Seasonal Planting	51458		-	-	50,000	50,800	51,613	52,439	53,278	54,130
Hardscape Repairs	68300		60,259	60,000	60,000	60,960	61,935	62,928	63,933	64,956
Irrigation Repairs	68400		11,386	23,104	60,000	20,000	20,320	20,645	20,975	21,311
Insurance (City Charge)	71100		241	227	255	259	264	268	272	277
TOTAL MAINTENANCE			$ 581,453	$ 364,283	$ 641,979	$ 658,090	$ 669,432	$ 680,144	$ 691,006	$ 705,082
ADMINISTRATION:										
Postage	61200		462	580	480	498	506	514	522	530
Advertising - Public Notices	61300		429	418	445	452	460	467	474	482
Tax Assessor Commission	62000		7,892	7,120	8,154	8,284	8,417	8,551	8,689	8,827
City Admin Fee	77450		34,414	34,614	36,472	37,063	37,656	38,268	38,870	39,492
TOTAL ADMINISTRATION			43,888	42,742	45,557	46,299	47,013	47,799	48,554	49,331
TOTAL MAINTENANCE & OPERATION			$ 625,340	$ 407,022	$ 687,536	$ 704,389	$ 716,445	$ 727,943	$ 739,560	$ 754,413
Bond Proceeds	39810		-	-	(3,000,000)	-	-	-	-	-
Developer Reimbursements	83200		-	-	(3,700,000)	-	-	-	-	-
Debt Service Third Issue (2014 8/15/34 mat)		$ 1,535,000	103,581	105,830	104,056	108,958	104,706	107,456	105,056	107,656
Debt Service Fourth Issue (2019 3/15/38 mat)		$ 3,000,000	266,631	267,131	267,431	267,531	267,431	267,131	266,631	265,831
Debt Service Refunding (2020Ref 2/15/28 mat)		$ 950,000	-	145,300	142,700	140,100	137,500	115,100	103,000	101,600
Estimated Debt Service Fifth Issue		$ 3,000,000	-	-	-	69,050	225,000	225,000	225,000	225,000
Fiscal Agent Fees			2,500	2,000	2,000	2,500	2,500	2,500	2,500	2,500
Total Debt Service	92100		$ 460,063	$ 460,061	$ 1,156,188	$ 686,238	$ 677,137	$ 657,187	$ 642,189	$ 646,568
TOTAL EXPENDITURES			$ 1,085,403	$ 867,083	$ 1,843,723	$ 1,390,627	$ 1,393,582	$ 1,385,130	$ 1,381,748	$ 1,399,981
		UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE
ASSESSMENTS										
RESIDENTIAL		9,418,586 0.1000	941,859	9,418,586 0.1000	941,859	9,418,586 0.1300	1,224,416	9,418,586 0.1300	1,224,416	9,418,586 0.1300	1,224,416	9,418,586 0.1300	1,224,416	9,418,586 0.1300	1,224,416	9,418,586 0.1300	1,224,416
COMMERCIAL		1,072,747 0.0821	88,036	1,072,747 0.0821	88,036	1,072,747 0.0821	88,036	1,072,747 0.0821	88,036	1,072,747 0.0821	88,036	1,072,747 0.0821	88,036	1,072,747 0.0821	88,036	1,072,747 0.0821	88,036
TOTAL ASSESSMENTS	30311		1,029,895		1,029,895		1,312,453		1,312,453		1,312,453		1,312,453		1,312,453		1,312,453
INTEREST INCOME			-		140		-		-		-		-		-		-
MISCELLANEOUS INCOME			-		-		-		-		-		-		-		-
COLLECTION RATE			100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%		100.00%
TOTAL COLLECTIONS			$ 1,029,895	$ 1,029,895	$ 1,312,453	$ 1,312,453	$ 1,312,453	$ 1,312,453	$ 1,312,453	$ 1,312,453
INCREASE (DECREASE) IN CASH			$ (55,508)	$ 162,812	$ (531,291)	$ (74,822)	$ (81,154)	$ (72,648)	$ (69,315)	$ (85,848)
Ending Fund Balance			$ 1,098,179	$ 1,315,759	$ 784,479	$ 709,656	$ 628,502	$ 555,834	$ 486,519	$ 402,571
Three Month Operating Reserve			274,133	216,771	460,933	348,819	348,402	346,283	345,442	349,839
SURPLUS			$ 912,036	$ 1,098,988	$ 323,545	$ 362,838	$ 280,100	$ 209,554	$ 141,077	$ 52,970

Amarillo City Council
Agenda Transmittal Memo

Item No. 3D
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8008

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Greenways Public Improvement District (PID). The Greenways PID is generally located at the southwest corner of Hillside Road and Coulter Street. This ordinance is recommended for approval by a unanimous vote of the Greenways Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, must be approved on an annual basis. The Greenways PID Advisory Board met June 9, 2022 to review the proposed FY 2022/23 budget and service plan. The Greenways PID budget projects total maintenance, operation and debt service expenses for FY 2022/23 to be $825,812. The Board recommends increasing property owner assessment rates to $804 for type A lots, $670 for type B lots, $1,005 for type D lots, and $2,010 per acre for commercial property. This will result in assessments totaling $733,657. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached is the Greenways Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

Newspaper and property owner notices have been sent to property owners within the Greenways PID boundary regarding this item. At this time of writing, Development Services staff has received one question regarding use of PID assessments but has not received a negative comments regarding this request.

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8008

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE GREENWAYS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-

manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____ day of _____, 2022; and PASSED on Second and Final Reading on this _____ day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

Greenways Public Improvement District
Fiscal Year 2022-2023

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

A 671.30-acre tract of land being all of Section 39, Block 9, BS&F Survey, Randall County, Texas as indicated in deeds recorded in the real property records of Randall County.

B. The total estimated costs for maintenance, operation, administrative fees, and debt service proposed for the Greenways Public Improvement District is $825,812. Such cost will be apportioned over the development as follows:

Cost of Maintenance	$552,409
Administration Expense	$39,328
Debt Service	$199,075
Developer Reimbursement	$35,000
Total	$825,812

C. This year's assessment will total $733,657. The method of assessment will be to divide the total maintenance, operational, and administrative costs, as well as maintenance reserves as follows:

1. Residential Property: Residential property will consist of Class A, Class B, and Class D lots. At the time a plat is filed, Developer will designate the classification for each lot. Class A lots will generally be larger lots and may have additional amenities. Class B lots will be the majority of the lots and will generally be smaller lots. Class D lots are those located adjacent to Tuscany Village. Class B residential lots will be assessed equally on a per lot basis. Class A lots will be assessed equally on a per lot basis at 120% of the Class B lot assessment. Class D lots will be assessed equally on a per lot basis at 120% of the Class A lot assessment. The 2022-2023 Class A lot assessment will be $804.00 per lot, the Class B lot assessment will be $670.00 per lot, and the Class D lot assessment will be $1,005.00 per lot.
2. Commercial Property: The 2022-2023 Commercial property assessment will be $2,010.00 per acre.

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.

3. These assessments are subject to suit immediately upon becoming delinquent as defined above.

4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

GREENWAYS AT HILLSIDE PUBLIC IMPROVEMENT DISTRICT (27100)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26

		Actual 2020/21	Budget 2021/22	Revised 2021/22	Approved 2022/23	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27
BEGINNING FUND BALANCE		264,231	369,149	369,149	293,928	201,772	199,741	184,067	154,641
PROJECTED COSTS		NEW ACREAGE TOTAL	NEW ACREAGE TOTAL	NEW ACREAGE TOTAL	NEW ACREAGE TOTAL	NEW ACREAGE TOTAL	ACREAGE TOTAL	ACREAGE TOTAL	ACREAGE TOTAL
MAINTENANCE & OPERATION:		INFLATION 2.0%	2.0%	2.0%	0	0	2.0%	2.0%	2.0%
PARK MAINTENANCE COST:		0.30 28.75 15,179	28.75 18,190	28.75 17,685	28.75 20,582	29 20,249	29 20,654	29 21,068	29 20,687
Botanical & Agricultural	51450	7,422	11,500	11,500	18,000	18,360	18,727	19,102	19,484
Electricity	53150	2,898	2,901	2,901	2,959	3,018	3,079	3,140	3,203
Water & Sewer	53200	172,970	239,514	225,000	220,000	224,400	228,888	233,466	238,135
Miscellaneous (unassigned)	61600	10,398	15,000	15,000	20,000	20,400	20,808	21,224	21,649
Contract Labor	67600	157,337	172,000	172,000	175,440	178,949	182,528	186,179	189,902
Repair & Maintenance of Improvements	68300	26,460	13,000	13,000	20,000	20,400	20,808	21,224	21,649
Other Improvements	68312	2,868	5,000	5,000	70,000	50,000	51,000	52,021	30,000
Repair & Maintenance of Irrigation	68400	18,297	25,500	25,500	26,010	26,530	27,061	27,602	28,154
TOTAL MAINTENANCE		396,852	484,415	469,901	552,408	542,058	552,899	563,957	552,176
ADMINISTRATION:									
Postage	61200	737	550	550	561	572	584	595	607
Advertising Public Notices	61300	-	528	529	540	550	561	573	584
Professional Collection Contract	62080	8,504	8,576	8,578	8,748	8,922	9,101	9,283	9,469
PID Management Fees	62015	-	-	-	-	0	-	-	-
City Administrative fee	77450	28,503	26,902	28,902	29,480	30,070	30,671	31,284	31,910
TOTAL ADMINISTRATION		37,744	36,557	38,557	39,328	40,115	40,917	41,735	42,570
TOTAL MAINTENANCE & OPERATION		436,396	522,972	508,458	591,737	582,173	593,816	605,693	594,746
CAPITAL PROJECTS									
Improvements - Parks	83200		35,000	-	-	-	-	-	-
TOTAL CAPITAL		502,642	35,000	-	-	0	-	-	-
Developer Reimbursement		(1,000,000)	-	(35,000)	-35,000	-35,000	(35,000)	(35,000)	(5,875)
Bond Proceeds		1,000,000	-	-	-	-	-	-	-
DEBT SERVICE PAYMENTS									
DEBT SERVICE REFUNDING (2020Ref 2/15/28 Maturity Date)		430,000 84,594	86,300	86,300	84,700	38,550	42,800	42,000	41,200
FOURTH ISSUE PAYMENT (2014 COs, 08/15/34 Maturity Date)		725,000 52,788	51,738	51,738	50,950	49,900	48,850	47,800	51,750
FIFTH ISSUE PAYMENT (2021 Cos, 2/15/2041 Maturity Date)		975,000 (6,424)	62,565	62,585	60,925	59,725	58,525	62,250	60,900
Fiscal Agent Fees		-	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Total Debt Service		130,958	203,102	203,102	199,075	150,675	152,675	154,550	156,350
TOTAL EXPENDITURES		1,567,353	761,074	746,560	925,812	767,848	781,491	795,243	767,071
ASSESSMENTS		UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE
RESIDENTIAL B		919 625 574,375	919 625 574,375	919 625 574,375	919 670 615,730	967 670 647,890	967 $ 670 647,890	967 $ 670 647,890	967 $ 670 647,890
RESIDENTIAL A		68 750 51,000	68 750 51,000	68 750 51,000	68 804 54,672	68 804 54,672	68 $ 804 54,672	68 $ 804 54,672	68 $ 804 54,672
RESIDENTIAL D		26 900 23,400	26 900 23,400	26 900 23,400	26 1,005 26,130	26 1,005 26,130	26 $ 1,005 26,130	26 $ 1,005 26,130	26 $ 1,005 26,130
COMMERCIAL		12.0 1,875 22,444	12.0 1,875 22,444	12.0 1,875 22,444	18.47 2,010 37,125	18 2,010 37,125	18 $ 2,010 37,125	18.5 $ 2,010 37,125	18.5 $ 2,010 37,125
TOTAL ASSESSMENTS	30311	671,219	671,219	671,219	733,657	765,817	765,817	765,817	765,817
COLLECTION RATE		100.15%	100.00%	100.00%	1	1	100.00%	100.00%	100.00%
TOTAL COLLECTIONS		672,239	671,218	671,218	733,657	765,817	765,817	765,817	765,817
INTEREST INCOME		32	120	120	0	0	-	-	-
INCREASE (DECREASE) IN CASH		104,919	(89,736)	(76,221)	-92,155	-2,031	(15,675)	(29,426)	6,746
ENDING FUND BALANCE		369,149	279,414	293,928	201,772	199,741	184,067	154,641	161,387
Three Month Operating Reserve		109,099	130,743	127,115	147,934	145,543	148,454	151,423	148,686
Surplus		260,050	148,671	166,813	53,838	54,198	35,613	3,217	14,700

Amarillo City Council
Agenda Transmittal Memo

Item No. 3E
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8009

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Heritage Hills Public Improvement District (PID). The Heritage Hills PID is generally located at the southwest corner of Soncy and Arden Roads. This ordinance is recommended for approval by a unanimous vote of the Heritage Hills Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Heritage Hills PID Advisory Board met August 10, 2022 to review the proposed FY 2022/23 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2022/23 to be $165,626. The Board recommends maintaining property owner assessment rates of $0.08 per square foot. This will result in assessments totaling $427,364. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached is the Heritage Hills Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8009

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2022; and PASSED on Second and Final Reading on this _____day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

Heritage Hills Public Improvement District

Fiscal Year 2022-2023

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

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

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

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Heritage Hills Public Improvement District is $165,626. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....$156,352

Administration Expense.....$9,273

Total $165,626

C. This year's assessment will total $427,364. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:

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

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT (27110)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2020/21 AND ESTIMATED 2021/22 TO 2026/27

Approved 8/10/2022

		Actual 2020/21	Budget 2021/22	Revised 2021/22	Proposed 2022/23	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27
BEGINNING FUND BALANCE		$ 604,051	$ 514,491	$ 514,491	$ 249,925	$ 511,663	$ 671,897	$ 828,024	$ 979,963
	INFLATION		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
PROJECTED COSTS	NEW / SQ FT TOTAL		NEW / SQ FT TOTAL	NEW / SQ FT TOTAL	NEW / SQ FT TOTAL	NEW / SQ FT TOTAL	NEW / SQ FT TOTAL	NEW / SQ FT TOTAL	NEW / SQ FT TOTAL
MAINTENANCE & OPERATION:									
PARK MAINTENANCE COST:	- 140,336	-	- 140,336	3.84868 - 140,336	4.88792 - 140,336	1.18021 32,000 172,336	1.19130 - 172,336	1.21512 - 172,336	1.23943 - 172,336	1.26422
Electricity	53150	$ -	$ 6,120	$ -	$ 6,242	$ 7,819	$ 7,976	$ 8,135	$ 8,298
Water & Sewer	53200	2,402	30,000	18,000	40,000	50,103	51,105	52,128	53,170
Contract/Temporary Labor	67600	55,746	86,610	50,000	86,610	108,486	110,656	112,869	115,127
Repair & Maintenance of Improvements	68300		10,200	10,000	20,000	25,052	25,553	26,064	26,585
Repair & Maintenance of Irrigation	68400	3,314		3,500	3,500	4,384	4,472	4,561	4,652
Improvements - Parks	83200	429,601	400,000	595,313	-	-	-	-	-
TOTAL MAINTENANCE		$ 491,063	$ 532,830	$ 676,813	$ 156,352	$ 195,845	$ 199,762	$ 203,757	$ 207,832
ADMINISTRATION									
Postage	61200	$ 457	$ 230	$ 230	$ 235	$ 239	$ 244	$ 249	$ 254
Advertising - Public Notices	61300	-	383	1,056	1,077	1,099	1,121	1,143	1,166
Professional - Collection Contract	62000	4,256	4,341	5,488	5,598	5,710	5,824	5,940	6,059
City Admin Fee	77450	2,940	2,364	2,364	2,364	2,411	2,460	2,509	2,559
TOTAL MAINTENANCE & OPERATION		$ 498,716	$ 540,248	$ 685,951	$ 165,626	$ 205,304	$ 209,410	$ 213,598	$ 217,870
Bond Proceeds	39810				1,250,000				
Developer Reimbursement	83200				(1,250,000)				
DEBT SERVICE						$ 93,760	$ 93,760	$ 93,760	$ 93,760
ASSESSMENTS									
	UNITS / RATE		UNITS / RATE	UNITS / RATE	UNITS / RATE	UNITS / RATE	UNITS / RATE	UNITS / RATE	UNITS / RATE
RESIDENTIAL 4860225	4,623,765 0.0800	$ 369,901	4,913,261 0.0800	$ 393,061 4,913,261 0.0800	$ 393,061 4,913,261 0.0800	$ 393,061 4,913,261 0.0800	$ 424,984 5,312,298 0.0800	$ 424,984 5,312,298 0.0800	$ 424,984 5,312,298 0.0800	$ 424,984 5,312,298 0.0800	$ 424,984
MULTIFAMILY 428789	428,789 0.0800	34,303	428,789 0.0800	34,303 428,789 0.0800	34,303 428,789 0.0800	34,303 428,789 0.0800	34,303 428,789 0.0800	34,303 428,789 0.0800	34,303 428,789 0.0800	34,303 428,789 0.0800	34,303
COLLECTION RATE		100.79%	100.00%	98.39%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30311	$ 407,393	$ 427,364	$ 420,500	$ 427,364	$ 459,287	$ 459,287	$ 459,287	$ 459,287
INTEREST INCOME 0.00%		1,762	-	885	-	-	-	-	-
Increase/Decrease in Cash		(89,560)	(112,884)	(264,566)	261,738	160,233	156,127	151,939	147,667
ENDING FUND BALANCE		$ 514,491	$ 401,607	$ 249,925	$ 511,663	$ 671,897	$ 828,024	$ 979,963	$ 1,127,630
THREE MONTH OPERATING RESERVE		*124,679*	*135,062*	*171,488*	*41,406*	*51,326*	*52,352*	*53,399*	*54,467*
SURPLUS		*389,812*	*266,545*	*78,437*	*470,257*	*620,571*	*775,671*	*926,564*	*1,073,163*

Amarillo City Council
Agenda Transmittal Memo

Item No. 3F
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8010

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Pinnacle Public Improvement District (PID). The Pinnacle PID is generally located at the northeast corner of Bell Street and West Sundown Lane. This ordinance is recommended for approval by a unanimous vote of the Pinnacle Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Pinnacle Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Pinnacle PID Advisory Board met July 11, 2022 to review the proposed FY 2022/23 budget and service plan. The Pinnacle PID budget projects total maintenance and operation expenses for FY 2022/23 to be $65,276. The Board recommends increasing property owner assessment rates to $0.10 per square foot. This will result in assessments totaling $122,594. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Pinnacle PID. Attached is the Pinnacle Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8010

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE PINNACLE PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2022; and PASSED on Second and Final Reading on this _____day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

Pinnacle Public Improvement District

Fiscal Year 2022-2023

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

Vicinity- South of Hollywood Road/Loop 335, west of Western Street, north of Sundown Land, and east of Bell Street.

Being a 510.66 acre tract of land located in Section 3, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and administration expenses proposed for the Pinnacle Public Improvement District is $65,276. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....$63,279

Administration Expense.....$1,997

Total $65,276

C. This year's assessment will total $ 122,594. The method of assessment will be to divide the total maintenance, operational, and administrative costs, as well as maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to $0.10 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to $0.10 multiplied by the total square footage of the lot for the first 43,560 square feet. Any portion of the lot that exceeds 43,560 will be assessed at a rate that is equal to 20% of the rate for Residential Property.

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

PINNACLE PUBLIC IMPROVEMENT DISTRICT (27059)
FIVE YEAR IMPROVEMENT PLAN - TLA PROJECTION
FISCAL YEARS: ACTUAL 2020/21 AND ESTIMATED 2021/22 TO 2026/27

Phase II Online

		INFLATION			Actual 2020/21			Budget 2021/22			Revised 2021/22			Proposed 2022/23			Estimated 2023/24			Estimated 2024/25			Estimated 2025/26			Estimated 2026/27
BEGINNING FUND BALANCE					(644)			85,192 2.00%			85,192			158,935 2.0%			216,154 2.0%			289,887 2.0%			323,512 2.0%			282,315 2.0%
		NEW	NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL	
PROJECTED COSTS																										
MAINTENANCE & OPERATION:		-	-	-	-	-	-	-	-	-	-	78,352	78,352	0.8330	250,050	338,412	0.5937	338,412	0.7122	73,970	412,382	0.7273	-	412,382	0.7581
PARK MAINTENANCE COST:																										
Horticulture	51400				-			1,918			-			2,178			4,895			5,364			6,692			6,826
Electricity	53150				54			10,908			5,000			6,141			25,282			27,052			33,624			34,297
Water & Sewer	53200				-			-			-			10,000			10,000			18,000			25,000			30,000
PID Management Fees (private)	62015				-			-			-			5,000			7,500			9,000			12,500			15,000
PID Maintenance Oversight (private)														32,835			122,168			132,183			164,297			167,583
Turf and Flower bed maintenance contract (Landscape Maint)														2,625			2,888			9,176			11,466			11,833
Tree Care					-			-			-			2,500			5,000			10,000			12,450			12,878
Hardscape repairs	68300				-			30,000			5,000			2,000			2,000			8,500			8,500			8,165
Temporary/Contract Labor (Irrigation Repair)	67600				-			-			-			-			-			-			-			-
TOTAL MAINTENANCE					54			42,826			10,000			63,279			183,731			218,795			273,948			286,177
ADMINISTRATION																										
Postage	61200				67			100			80			102			104			106			108			110
Advertising - Public Notices	61300				-			350			575			357			364			371			379			386
Professional - Collection Contract	62000				-			735			735			1,713			1,747			1,747			2,047			1,818
City Admin Fee	77450				28			788			788			788			10,000			20,000			22,427			29,816
TOTAL ADMINISTRATION					95			1,973			2,180			1,957			12,181			22,225			25,961			23,132
TOTAL MAINTENANCE & OPERATION					149			44,799			12,180			65,276			200,912			241,020			299,909			309,309
Bond Proceeds																							750,000			
Developer Reimbursements																							(750,000)			-
Debt Service Proposed Issues					-			-			-			-			-			-			55,186			55,186
Fiscal Agent Fees					-			-			-			-			-			-			1,500			1,500
Total Debt Service					-			-			-			-			-			-			56,686			56,686
TOTAL EXPENDITURES					149			44,799			12,180			65,276			200,912			241,020			356,595			365,995
ASSESSMENTS		UNITS	UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE		UNITS	RATE	
RESIDENTIAL		-	-	0.0600	-	1,225,942	0.0700	85,816	1,225,942	0.0700	85,816	1,225,942	0.1000	122,594	2,746,454	0.1000	274,645	2,746,454	0.1000	274,645	3,153,983	0.1000	315,398	2,747,567	0.1000	274,757
CBD PROPERTY (EXEMPTED)		-	-	0.0000	-	-	0.0000	-	-	0.0000	-	-	0.0000	-	-	0.0000	-	-	0.0000	-	-	0.0000	-	-	0.0000	-	-	0.0000	-
OTHER PROPERTY (>43,560 SQ FT)		-	-	0.0120	-	-	0.0120	-	-	0.0120	-	-	0.0120	-	-	0.0120	-	-	0.0120	-	-	0.0120	-	-	0.0120	-	-	0.0120	-
COLLECTION RATE					0.00%			0.00%			0.00%			100.00%			0.00%			100.00%			0.00%			100.00%
TOTAL COLLECTIONS					85,887			85,823			85,823			122,594			274,645			274,645			315,398			274,757
INTEREST INCOME 0.00%					-			-			-			-			-			-			-			-
Prepaid by Developer					-			-			-			-			-			-			-			-
Increase/Decrease in Cash					85,737			41,024			73,643			57,319			73,733			33,625			(41,197)			(91,239)
ENDING FUND BALANCE					85,093			126,216			154,835			216,154			289,887			323,512			282,315			191,076
THREE MONTH OPERATING RESERVE					37			-			3,045			16,319			50,228			60,255			89,149			91,499
SURPLUS					85,056			126,216			155,790			199,835			239,659			263,257			193,166			99,577

Amarillo City Council
Agenda Transmittal Memo

Item No. 3G
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8011

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Point West Public Improvement District (PID). The Point West PID is generally located at the northwest corner of Amarillo Boulevard West and Research Street. This ordinance is recommended for approval by a unanimous vote of the Point West Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, must be approved on an annual basis. The Point West PID Advisory Board met on June 23, 2022 to review the proposed FY 2022/23 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2022/23 to be $54,242. The Board believes that last year's assessment rate is adequate and recommends no assessment increase for the 2022/23 budget and service plan. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals $52,000.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached is the Point West Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8011

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE POINT WEST PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2022; and PASSED on Second and Final Reading on this _____day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

Point West Public Improvement District

Fiscal Year 2022-2023

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

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

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Point West Public Improvement District is $54,242. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation	$ 52,326
Administration Expense	$ 1,916
Total	$ 54,242

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

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

POINT WEST PUBLIC IMPROVEMENT DISTRICT (27510)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2020/21 AND ESTIMATED 2021/22 TO 2026/27

		Actual 2020/21	Budget 2021/22	Revised 2021/22	Approved 6/23/2022 Proposed 2022/23	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27
BEGINNING FUND BALANCE		232,314	259,061	259,061	291,931	289,689	286,362	281,928	276,366
PROJECTED COSTS									
		Inflation		2%					
MAINTENANCE & OPERATION:									
PARK MAINTENANCE COST									
Botany & Agriculture	51450		-	-	-	-	-	-	-
Water & Sewer	53200	3,849	12,000	6,000	12,240	12,485	12,734	12,989	13,249
Contract/Temporary Labor	67600	8,475	10,220	5,000	10,424	10,633	10,846	11,062	11,284
Repair & Maintenance of Improvements	68300	625	2,080	1,000	2,122	2,164	2,207	2,251	2,296
Other Improvements	68312	8,205	27,000	5,000	27,540	28,091	28,653	29,226	29,810
TOTAL MAINTENANCE		21,154	51,300	17,000	52,326	53,373	54,440	55,529	56,639
ADMINISTRATION									
Postage	61200	18	16	16	16	17	17	17	18
Advertising - Public Notices	61300	-	396	618	404	412	420	429	437
City Admin Fee	77450	4,095	1,496	1,496	1,496	1,526	1,556	1,588	1,619
TOTAL MAINTENANCE & OPERATION		25,267	53,208	19,130	54,242	55,327	56,434	57,562	58,714
				0.00%					
ASSESSMENTS		52,014	52,000	52,000	52,000	52,000	52,000	52,000	52,000
COLLECTION RATE		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30310	52,014	52,000	52,000	52,000	52,000	52,000	52,000	52,000
ENDING FUND BALANCE		259,061	257,853	291,931	289,689	286,362	281,928	276,366	269,652
Three Month Operating Reserve		*6,317*	*13,302*	*4,783*	*13,561*	*13,832*	*14,108*	*14,391*	*14,678*
Surplus		*252,744*	*244,551*	*287,149*	*276,128*	*272,530*	*267,820*	*261,975*	*254,974*

Amarillo City Council
Agenda Transmittal Memo

Item No. 3H
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8012

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Quail Creek Public Improvement District (PID). The Quail Creek PID is generally located at the intersection of Clear Meadow Circle and Plum Creek Drive. This ordinance is recommended for approval by a unanimous vote of the Quail Creek Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Quail Creek PID Advisory Board met June 21, 2022 to review the proposed FY 2022/23 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2022/23 to be $11,474. The Board recommends keeping property owner assessment rates at $350 per lot. This will result in assessments totaling $10,150. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached is the Quail Creek Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8012

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

WHEREAS, the Quail Creek Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., common area sidewalks, brick dumpster enclosures, street lights) and non-manmade, living improvements (i.e., plants) within the District;

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law, and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2022; and PASSED on Second and Final Reading on this _____day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT A

Quail Creek Public Improvement District
Fiscal Year 2022-2023

A. The boundaries of the Quail Creek Public Improvement District are as follows:

> All that portion of property containing a total area of 20,072 square feet and designated as Common Area 1, Common Area 2, and Common Area 3 as shown on the subdivision plat Quail Creek Addition, Unit No. 25, an addition to the City of Amarillo and being located in Section 25, Block 9, B.S. & F. Survey, Potter County, Texas, as described in the instrument of record in Volume 3695, Page 43 of the Official Public Records of Potter County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Quail Creek Public Improvement District is $11,474. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation	$9,880
Administration Expense	$1,594
Total	$11,474

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as maintenance reserves equally among the 29 platted lots. This year's assessment will total $10,150 ($350 per lot).

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT (27610)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2020/21 AND ESTIMATED 2021/22 TO 2026/27

Approved
6/21/2022

			Actual 2020/21	Budget 2021/22	Revised 2021/22	Proposed 2022/23	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27
BEGINNING FUND BALANCE			7,685	12,137	12,137	12,403	11,079	9,525	7,737	5,710
PROJECTED COSTS		2.00%								
MAINTENANCE & OPERATION:										
PARK MAINTENANCE COST										
Electricity	**53150**		165	213	223	250	255	260	265	271
Water & Sewer	**53200**		1,894	5,330	4,250	5,330	5,437	5,545	5,656	5,769
Contract/Temporary Labor	**67600**		2,396	3,000	3,024	3,300	3,366	3,433	3,502	3,572
Repair & Maintenance of Improvements	**68300**		-	1,000	800	1,000	1,020	1,040	1,061	1,082
Repair & Maintenance - Irrigation	**68400**		150	-	-	-	-	-	-	-
TOTAL MAINTENANCE			4,605	9,543	8,297	9,880	10,078	10,279	10,485	10,694
ADMINISTRATION										
Postage	**61200**		19	17	25	20	20	21	21	22
Advertising - Public Notices	**61300**		-	352	618	630	643	656	669	682
City Admin Fee	**77450**		723	944	944	944	963	982	1,002	1,022
Loss on Bad Debt	**78230**		350	-	350	-	-	-	-	-
TOTAL MAINTENANCE & OPERATION			5,698	10,856	10,234	11,474	11,704	11,938	12,177	12,420
ASSESSMENTS	**LOTS**	**29**	$350 10,150	$350 10,150	$350 10,500	$350 10,150	$350 10,150	$350 10,150	$350 10,150	$350 10,150
COLLECTION RATE			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	**30310**		10,150	10,150	10,500	10,150	10,150	10,150	10,150	10,150
INTEREST INCOME	**0.00%**		-	-	-	-	-	-	-	-
ENDING FUND BALANCE			12,137	11,431	12,403	11,079	9,525	7,737	5,710	3,440
THREE MONTH OPERATING RESERVE			*1,424*	*2,714*	*2,559*	*2,869*	*2,926*	*2,984*	*3,044*	*3,105*
SURPLUS			*10,713*	*8,717*	*9,845*	*8,210*	*6,599*	*4,753*	*2,666*	*335*

Amarillo City Council
Agenda Transmittal Memo

Item No. 3I
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8013

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Town Square Public Improvement District (PID). The Town Square PID is generally located in the northeast corner of Helium and Hillside Roads. This ordinance is recommended for approval by a unanimous vote of the Town Square Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Town Square PID Advisory Board met June 6, 2022 to review the proposed FY 2022/23 budget and service plan. The Town Square PID budget projects total maintenance and operation expenses for FY 2022/23 to be $159,188. The Board recommends property owner assessment rates remain at $0.1111 per square foot. This will result in assessments totaling $166,050. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached is the Town Square Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8013

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2022; and PASSED on Second and Final Reading on this _____day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

Town Square Public Improvement District

Fiscal Year 2022-2023

A. The boundaries of the Town Square Public Improvement District are as follows:

A 409.29 acre tract and a 19.38 acre tract of land being situated in Section 63, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Town Square Public Improvement District is $159,188. Such cost will be apportioned over the development as follows:

Cost of Maintenance	$ 157,420
Administration Expense	$ 1,768
Total	$ 159,188

C. This year's assessment will total $ 166,050. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to $0.1111 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to $0.1111 multiplied by the total square footage of the lot.

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT (27900)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2020/21 AND ESTIMATED 2021/22 TO 2026/27

Approved 6/6/2022

				Actual 2020/21			Budget 2021/22			Revised 2021/22			Proposed 2022/23			Estimated 2023/24			Estimated 2024/25			Estimated 2025/26			Estimated 2026/27
BEGINNING FUND BALANCE				561,032			730,633			730,633			830,775			437,636			415,498			389,479			359,620
		INFLATION								2.00%			0.00%			2.00%			2.00%			2.00%			2.00%
PROJECTED COSTS		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL		NEW	SQ FT TOTAL	
MAINTENANCE & OPERATION:																									
PARK MAINTENANCE COST:		154,066	183,677	0.0034	-	183,677	0.4872	-	183,677	0.1296	143,040	326,717	0.4872	52,762	379,479	0.4952	-	379,479	0.5061	-	379,479	0.5163	-	379,479	0.5265
Electricity	53150			-			5,000			2,500			8,894			10,537			10,747			10,962			11,182
Water & Sewer	53200			-			46,000			10,000			81,923			96,937			98,876			100,854			102,871
Contract/Temporary Labor	57600			-			23,000			5,000			39,133			46,361			47,288			48,234			49,199
Repair & Maint of Improvements	58300			-			15,500			5,000			27,671			32,664			33,317			33,983			34,663
TOTAL MAINTENANCE				-			88,500			22,500			157,420			186,499			190,228			194,034			197,914
ADMINISTRATION																									
Postage	61200			42			35			45			62			64			65			66			67
Advertising - Public Notices	61300			-			347			640			617			639			642			655			668
Collection Contract	62000			504			500			520			925			943			962			982			1,001
City Admin Fee	77450			73			92			92			164			167			170			174			177
TOTAL MAINTENANCE & OPERATION				619			89,494			23,797			159,188			188,302			192,068			195,910			199,828
Developer Reimbursement													400,000												
ASSESSMENTS																									
		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE		UNTS	RATE	
RESIDENTIAL		516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417	516,803	0.1111	57,417
COMMERCIAL		978,827	0.1111	108,748	978,827	0.1111	108,748	977,800	0.1111	108,634	977,800	0.1111	108,634	977,800	0.1111	108,634	977,800	0.1111	108,634	977,800	0.1111	108,634	977,800	0.1111	108,634
COLLECTION RATE				102.44%			100.00%			100.00%			100.00%			100.00%			100.00%			100.00%			100.00%
TOTAL COLLECTIONS	39100			170,220			166,164			123,939			166,050			166,164			166,050			166,050			166,050
INTEREST INCOME 0.99%				-			-			-			-			-			-			-			-
Increase/Decrease in Cash				169,601			78,670			100,142			(393,138)			(22,138)			(26,019)			(29,860)			(33,778)
ENDING FUND BALANCE				730,633			807,303			830,775			437,636			415,498			389,479			359,620			325,841
THREE MONTH OPERATING RESERVE				*155*			*22,374*			*5,949*			*39,797*			*47,076*			*48,017*			*48,977*			*49,957*
SURPLUS				*730,478*			*784,929*			*824,825*			*397,839*			*368,422*			*341,462*			*310,642*			*275,884*

Amarillo City Council
Agenda Transmittal Memo

Item No. 3J
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8014

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Tutbury Public Improvement District (PID). The Tutbury PID is generally located at the intersection of Tutbury Court and Van Winkle Drive. This ordinance is recommended for approval by a unanimous vote of the Tutbury Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Tutbury PID Advisory Board met August 9, 2022 to review the proposed FY 2022/23 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2022/23 to be $31,659. The Board recommends keeping property owner assessment rates at $679 per lot. This will result in assessments totaling $16,296. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8014

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TUTBURY PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2022; and PASSED on Second and Final Reading on this _____day of _____, 2022.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

Tutbury Public Improvement District

Budget: Fiscal Year 2022-2023

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

A 5.27-acre tract of land out of a 196.075 acre tract of land according to that certain Correction Warranty Deed recorded in Volume 1596, Page 135, of the Deed Records of Randall County, Texas, situated in the northeast portion of Section 40, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Tutbury Public Improvement District is $ 31,659. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation $30,234

Administration Expense $1,425

Total $31,659

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as maintenance reserves equally among the 24 platted lots. This year's assessment will total $16,296 ($679 per lot).

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

TUTBURY PUBLIC IMPROVEMENT DISTRICT (27400)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26

		Actual 2020/21	Revised 2021/22	Proposed 2022/23	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27
BEGINNING FUND BALANCE		40,794	40,794	40,771	25,408	24,546	23,304	21,675
			Inflation	2.00%				
PROJECTED COSTS								
MAINTENANCE & OPERATION:								
Electricity	**53150**	242	265	549	560	571	583	594
Water & Sewer	**53200**	2,620	2,959	4,185	4,269	4,354	4,441	4,530
Landscape Contractor-Annual Fee	**67600**	6,507	8,570	9,000	9,180	9,364	9,551	9,742
Repair & Maintenance - Improvements	**68300**	2,430	2,329	15,500	2,500	2,550	2,601	2,653
Repair & Maintenance - Irrigation	**68400**	349	550	1,000	1,020	1,040	1,061	1,082
TOTAL MAINTENANCE		12,148	14,672	30,234	17,529	17,879	18,237	18,602
ADMINISTRATION								
Postage	**61200**	19	19	15	15	16	16	16
Advertising - Public Notices	**61300**	-	618	352	359	366	374	381
Professional - Collection Contract	**62000**	240	192	240	245	250	255	260
City Admin Fee	**77450**	818	818	818	834	851	868	885
TOTAL MAINTENANCE & OPERATION		13,225	16,319	31,659	18,982	19,362	19,749	20,144
ASSESSMENTS	**LOTS 24**	$ 679 16,296	$ 679 16,296	$ 679 16,296	$ 755 18,120	$ 755 18,120	$ 755 18,120	$ 755 18,120
COLLECTION RATE		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	**30311**	16,296	16,296	16,296	18,120	18,120	18,120	18,120
INTEREST INCOME 0.00%	**37110**	-	-	-	-	-	-	-
Increase/Decrease in Cash		3,071	(23)	(15,363)	(862)	(1,242)	(1,629)	(2,024)
ENDING FUND BALANCE		43,865	40,771	25,408	24,546	23,304	21,675	19,651
THREE MONTH OPERATING RESERVE		*3,306*	*4,080*	*7,915*	*4,746*	*4,840*	*4,937*	*5,036*
SURPLUS		*40,559*	*36,691*	*17,493*	*19,800*	*18,463*	*16,737*	*14,615*

Amarillo City Council
Agenda Transmittal Memo

Item No. 3K
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Economic Development & Redevelopment
Department	Development Services		
Contact	Justin Oppel, Development Customer Service Coordinator		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8015

This is the first reading of an ordinance adopting the 2022/2023 budget and five (5) year service plan, along with establishing and levying an annual property assessment for the Vineyards Public Improvement District (PID). The Vineyards PID is generally located at the northwest corner of West Hastings Avenue and Broadway Drive. This ordinance is recommended for approval by a unanimous vote of the Vineyards Public Improvement District Advisory Board.

Agenda Item Summary

An assessment against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Vineyards PID Advisory Board met June 24, 2022 to review the proposed FY 2022/23 budget and service plan. The Vineyards PID budget projects total maintenance and operation expenses for FY 2022/23 to be $10,567. The Board recommends keeping property owner assessment rates at $50 per lot. This will result in assessments totaling $15,000. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached is the Vineyards Public Improvement District Fiscal Year 2022/23 budget, service plan, and associated ordinance and exhibit.

Requested Action

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

Funding Summary

Budget and 5-year service plan attached.

Community Engagement Summary

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

Staff Recommendation

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

LSS 9/7/2022

ORDINANCE NO. 8015

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE VINEYARDS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2022-2023; ADOPTING A BUDGET FOR FISCAL YEAR 2022-2023 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2022-2023 and Five-year Service Plan that defines the annual indebtedness and the projected costs of improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2022-2023 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____ day of _____, 2022; and PASSED on Second and Final Reading on this _____ day of _____, 2023.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

EXHIBIT

The Vineyards Public Improvement District

Fiscal Year 2022-2023

A. The boundaries of The Vineyards Public Improvement District are as follows:

A 145.446 acre tract of land and a 8.622 acre tract of land all in Section 191, Block 2, AB&M Survey, Potter County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Vineyards Public Improvement District is $ $10,567. Such costs will be apportioned over the development as follows:

Cost of Maintenance and Operation	$ 9,356
Administrative Expense	$1,211
Total	$10,567

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as maintenance reserves equally among the 300 platted lots. This year's assessment will total $15,000 ($50 per lot).

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

1. These assessments are due and payable October 1, 2022.
2. These assessments become delinquent if not paid prior to February 1, 2023 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2022-2023.

VINEYARDS PUBLIC IMPROVEMENT DISTRICT (27710)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2020/21 AND ESTIMATED 2021/22 TO 2026/27

Approved 6/24/2022

REVISED 7-Sep-22		Actual 2020/21	Budget 2021/22	Revised 2021/22	Proposed 2022/23	Estimated 2023/24	Estimated 2024/25	Estimated 2025/26	Estimated 2026/27
BEGINNING FUND BALANCE		12,314	19,991	19,991	25,874	30,308	40,529	50,536	60,322
MAINTENANCE & OPERATION:									
PARK MAINTENANCE COST:	INFLATION	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	8,888.29	0.3176	1.1688	0.5363	1.1888	1.2126	1.2369	1.2616	1.2868
Botany & Agriculture	51450	$ -	$ 1,020	$ 500	$ 1,020	$ 1,040	$ 1,061	$ 1,082	$ 1,104
Electricity	53150	278	344	357	400	408	416	424	433
Water & Sewer	53200	-	2,060	500	2,060	2,101	2,143	2,186	2,230
Contract/Temporary Labor	67600	1,850	3,876	1,560	3,876	3,954	4,033	4,113	4,196
Repair & Maintenance of Improvements	68300	-	2,000	500	2,000	2,040	2,081	2,122	2,165
TOTAL MAINTENANCE		2,128	9,300	3,417	9,356	9,543	9,734	9,929	10,127
ADMINISTRATION:									
Postage	61200	$ 134	$ 92	$ 35	$ 94	$ 96	$ 98	$ 100	$ 102
Advertising - Public Notices	61300	-	500	618	620	632	645	658	671
City Admin Fee	77450	460	497	497	497	507	517	527	538
Loss on Bad Debt	78230	100	-	200	-	-	-	-	-
TOTAL ADMINISTRATION		694	1,089	1,350	1,211	1,235	1,260	1,285	1,311
TOTAL MAINTENANCE & OPERATION		$ 2,823	$ 10,389	$ 4,767	$ 10,567	$ 10,778	$ 10,994	$ 11,214	$ 11,438
ASSESSMENTS									
		UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE	UNITS RATE
Residential		209 $ 50 $ 10,450	209 $ 50 $ 10,450	235 $ 50 $ 11,750	300 $ 50 $ 15,000	350 $ 60 $ 21,000	350 $ 60 $ 21,000	350 $ 60 $ 21,000	350 $ 60 $ 21,000
TOTAL ASSESSMENTS		10,450	10,450	11,750	15,000	21,000	21,000	21,000	21,000
COLLECTION RATE		100.48%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
TOTAL COLLECTIONS	30310	$ 10,500	$ 10,450	$ 10,650	$ 15,000	$ 21,000	$ 21,000	$ 21,000	$ 21,000
INCREASE (DECREASE) IN CASH		7,677	61	5,883	4,433	10,222	10,006	9,786	9,562
ENDING FUND BALANCE		$ 19,991	$ 20,052	$ 25,874	$ 30,308	$ 40,529	$ 50,536	$ 60,322	$ 69,884
Three Month Operating Reserve		706	2,597	1,192	2,642	2,695	2,748	2,803	2,859
Surplus		19,286	17,455	24,683	27,666	37,835	47,787	57,519	67,025

Amarillo City Council
Agenda Transmittal Memo

Item No. 3L
Backup

CITY OF AMARILLO®
CITY MANAGER

Meeting Date	September 13,2022	**Council Priority**	Public Health and Safety

Department	Animal Management & Welfare	**Contact Person**	Victoria Medley

Agenda Caption

ORDINANCE NO. 8016 – AMENDING PORTIONS OF THE AMARILLO MUNICIPAL CODE RELATED TO ANIMAL MANAGEMENT AND WELFARE (AMW)
(Victoria Medley, Director of AMW)

Amendment of Amarillo Municipal Code, Chapter 8-2, Articles I, III and V. Sections 8-2-1, 8-2-4, 8-2-12, 8-2-55 and 8-2-81 and Chapter 2-6, Article II, Section 2-6-27.

Agenda Item Summary

This ordinance specifically amends Chapter 8-2 of the Amarillo Municipal Code which provides for and describes local requirements for the custody and control of animals within the city limits. These amendments reflect the city's need to expand rescue, foster and trap, neuter, release (TNR) partnerships. The Amarillo-Panhandle Humane Society ("APHS") has historically been located at the AMW shelter. Beginning October 1, 2022, APHS will begin operating from a location outside of the AMW shelter. The proposed amendments reflect the change in services that were provided by the Amarillo-Panhandle Humane Society while located at the AMW shelter.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

9/7/22-CMW _____

ORDINANCE NO. 8016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-2, ARTICLES I, III, AND V, SECTIONS 8-2-1, 8-2-4, 8-2-12, 8-2-55, AND 8-2-81, AND CHAPTER 2-6, ARTICLE II, SECTION 2-6-27, TO REFLECT THE CITY'S EXPANDED RESCUE, FOSTER, AND TNR PARTNERSHIPS; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo's Animal Management and Welfare is expanding its rescue, foster, and trap-neuter-return partnerships with animal welfare organizations and groups; and

WHEREAS, the City desires to update its ordinances to reflect this expansion;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-12 be and hereby is repealed and reserved as follows:

Sec. 8-2-12. – Reserved.

SECTION 2. The Amarillo Municipal Code, Chapter 2-6, Article II, Section 2-6-27 be and hereby as amended to now read as follows:

Sec. 2-6-27. - Members.

This Board shall consist of five (5) members, including one (1) faculty member from the Texas Tech University School of Veterinary Medicine. ~~two (2) of whom may be recommended by the Amarillo Panhandle Humane Society.~~

SECTION 3. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-1 be and hereby is amended in part to now read as follows:

***

Community Cat Colony: Means a group of Community Cats that live together in one (1) territory and are managed by ~~the Amarillo Panhandle Humane Society~~ a community organization authorized by the Director.

***

~~*Society*: Means the Amarillo Panhandle Humane Society.~~

***

Trap, Neuter, and Return (TNR) Program: Means a program approved by the Director or designee of ~~the Amarillo Panhandle Humane Society~~ a community organization approved by the Director which community Cats are captured,

evaluated, vaccinated for Rabies, neutered, micro-chipped, ear tipped, and returned to the trap location in order to encourage the stabilization of the free-roaming cat population in the city.

***

SECTION 4. The Amarillo Municipal Code, Chapter 8-2, Article I, Section 8-2-4 be and hereby is amended in part to now read as follows:

Sec. 8-2-4. – Fees.

(a) [NO TEXT CHANGE]

~~(b) *Humane society kenneling fees.* For kenneling of any Animal pursuant to section 8-2-55(a)(3) the society shall pay to the City the per-animal-per-day fees required by contract with the City for this service.~~

(~~e~~b) [NO TEXT CHANGE]

(~~d~~c) [NO TEXT CHANGE]

SECTION 5. The Amarillo Municipal Code, Chapter 8-2, Article III, Section 8-2-55 be and hereby is amended in part to now read as follows:

Sec. 8-2-55. - Disposition of unclaimed or unredeemed Animals.

(a) After any impounded Animal that has become the property of the City pursuant to Section 8-2-15 and has remained unclaimed or unredeemed, the department shall have the following powers:

(1)-(2) [NO TEXT CHANGE]

(3) *Transfer to* *Animal Foster or Rescue Partner*~~*Humane Society*~~. The Animal Management & Welfare Department may transfer any impounded Animal that is unclaimed or unredeemed to an animal foster or rescue partner ~~the Amarillo Panhandle Humane Society~~ for the purposes of temporary foster care or rescue transport. ~~In the event of transfer of ownership for purposes of temporary foster care or rescue transport, the Amarillo Panhandle Humane Society shall pay to the Animal Management & Welfare Department the required kenneling fees set forth in this section 8-2-4(b).~~ Except as otherwise required by law, personal identifying information of a person who adopts or fosters an animal or a rescue organization that takes custody of an animal shall remain confidential.

(b) Surrendered, sick, unweaned or injured Animals.

(1) [NO TEXT CHANGE]

(2) Animals surrendered for adoption may only be destroyed upon order of the Director of Animal Management & Welfare, or his designee~~, after taking into consideration the recommendation of the Humane Society representative, if reasonably available~~.

SECTION 6. The Amarillo Municipal Code, Chapter 8-2, Article V, Section 8-2-81 be and hereby is amended in part to now read as follows:

Sec. 8-2-81. - Community cat colonies.

(a) [NO TEXT CHANGE]

(b) It shall be the duty of any community organization approved by the Director ~~the Amarillo-Panhandle Humane Society~~ to:

(1)-(2) [NO TEXT CHANGE]

(3) Maintain records provided by Community Cat Colony Caretakers on the size and location of the colonies as well as the vaccination, and neutered records of cats in the ~~Society's~~ colonies.

(4)-(7) [NO TEXT CHANGE]

(8) Provide to the Department access to records pertaining to the location, by address, of Community Cat Colonies where Community Cat Colony Caretakers have regularly failed to comply with this Ordinance or where the approved organization ~~Amarillo Humane Society~~ has been unable to resolve a nuisance behavior situation.

(c) Community Cat Colony Caretaker Responsibilities. In order to be an approved managed Community Cat Colony Caretaker, said Caretakers shall be responsible for the following:

(1) Registering the colony with the approved organization ~~Society~~.

(2)-(4) [NO TEXT CHANGE]

(5) Providing the approved organization ~~Society~~ descriptions of each cat in the colony and copies of documents demonstrating that the cats have been vaccinated, and neutered.

(6)-(11) [NO TEXT CHANGE]

(d) Withdrawal of Community Cat Colony Caretaker. In the event that a Community Cat Colony Caretaker is unable or unwilling to continue in that role, he or she shall notify the approved organization ~~Society~~. In the event the approved organization ~~Society~~ is unable or unwilling to continue to perform its role, it shall so advise the Department.

(e) Removal of Community Cat Colony cats.

(1) [NO TEXT CHANGE]

(2) The Department, when in possession of a cat whose ear has been tipped indicating that it belongs to a Community Cat Colony, shall take reasonable steps to notify the approved organization ~~Society~~ of the description and sex of the cat, and if available, the address or location where the cat was trapped. The approved organization ~~Society~~ shall the take all appropriate and available steps to identify the Community Cat Colony Caretaker of this cat

(3) [NO TEXT CHANGE]

SECTION 7. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 8. Repealer. Subject to the provision in Section 9 (Continuation of Prior Law), all ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 9. Continuation of prior law. Nothing in this ordinance or any code hereby adopted shall be construed so as to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause of action acquired existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just, vested, or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 10. Effective Date. This ordinance shall be effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 13th day of September, 2022; and PASSED on Second and Final Reading the 27th day of September, 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Item No. 3M

Backup

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Infrastructure Initiative/ Economic Development/Transparency
Department	City Manager's Office		
Contact	Floyd Hartman, Assistant City Manager, Development Services		

Agenda Caption

CONSIDERATION OF RESOLUTION NO. 09-13-22-10: Adopting the Partnership for Development Progress Strategic Planning Committee (PDP)

This item is to consider approval of a resolution adopting the strategic planning recommendations of the PDP committee.

Agenda Item Summary

The PDP committee met numerous times in their mission to "create a comprehensive city roadmap to grow, sustain, and develop opportunities for Amarillo." This City-wide committee, consisting of twenty seven active members representing a variety of professions, identified primary and secondary recommendations in a letter to the City Council. This resolution will adopt these recommendations as the guide for the future.

Requested Action

Consider approval of the resolution

Funding Summary

N/A

Community Engagement Summary

The PDP committee conducted 12 public meetings in developing their recommendations. Each of these meetings were posted for City Council quorum attendance with public notice requirements. The meetings were open to the public with the press invited and all the information from the meetings is posted on the City's website.

Staff Recommendation

City Staff is recommending approval of the resolution.

09/5/2022_____

RESOLUTION NO. 09-13-22-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO ADOPTING THE RECOMMENDATIONS OF THE PARTNERSHIP FOR DEVELOPMENT PROGRESS STRATEGIC PLAN COMMITTEE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Partnership for Development Progress Strategic Plan Committee "PDP committee") comprised of twenty-seven active members of nine various Amarillo zip codes was formed to evaluate the rates and funding of all city basic infrastructure (sewer, water, roadway, and drainage) and ensure future funding for necessary maintenance, operations, planning, and growth; and

WHEREAS, the PDP committee has held twelve public meetings with evaluate various funding options to fully fund basic infrastructure, and

WHEREAS, the PDP committee has approved a Strategic Plan containing Primary and Secondary Recommendations for possible adoption by Council; and

WHEREAS, the City Council now finds the recommendations of the PDP committee promote the general welfare of the citizens of Amarillo and wishes to formally adopt the same herein.

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

SECTION 1. The City Council adopts all the findings and recommendations of the PDP Committee in their entirety more specifically described in the report attached herein.

SECTION 2. The City Council will take all necessary actions to implement the primary and secondary recommendations in accordance with local ordinance and state law.

SECTION 3. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 13th day of September 2022.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

DocuSign Envelope ID: D2379469-7BA6-49A1-8B61-647CDA222648 ATTACHMENT

PARTNERSHIP FOR DEVELOPMENT PROGRESS STRATEGIC PLAN

City of Amarillo

MISSION

Creating a comprehensive city roadmap to grow, sustain, and develop opportunities for Amarillo

ISSUE

The current funding for basic infrastructure is not able to fully fund the necessary maintenance, operations, planning, and growth for the City of Amarillo. The existing funding deficit is largely a result of a long history of failing to plan, act and adequately fund essential infrastructure replacement.

PRIORITIES

- **Maintenance of existing infrastructure should be a priority to ensure equity and encourage growth including infill development.**
- **Future growth must be served by adequate basic infrastructure.**
- **Future growth has an impact on the basic infrastructure system and should be evaluated.**
- Future growth should maintain the City's community character for generations to come.
- Quality-of-life, equity, and growth objectives from master plans should be incorporated into development regulations.
- The City and County should strive to make growth predictable, equitable, and achievable with clearly defined standards and processes.

** See Appendix for definitions and additional information*

PRIMARY RECOMMENDATION SUMMARY

The City should evaluate the rates and funding of all basic infrastructure and ensure they fully fund the necessary operations, maintenance, planning, and growth. When the basic infrastructure is fully funded through the respective enterprise accounts, the City should consider a general tax reduction.

MESSAGING

The City should implement concise, proactive public outreach messaging and an educational program to communicate to citizens the underfunded state of infrastructure and proposed solutions.

DRAINAGE

The City should evaluate the base drainage rate to fully fund the recommendations in the drainage master plan and become self-sustaining in its ability to support proactive operations, the maintenance and repair of existing infrastructure, and the City's share of capital growth projects. Once the drainage enterprise fund is self-sustaining, the City should address the most critical needs of the existing system first, and growth needs second. The City should develop the fee structure in a manner to fairly balance the burden between commercial and residential users. The City should share the reasoning and formulation of the fee structure with the community.

STREETS

The City should create an enterprise fund for repair and maintenance, operations, and the City's share of capitol growth projects. The City should prioritize a list of existing streets that need repair and maintenance based on condition. This process should develop a 10-year prioritized list for major capital projects.

WASTEWATER

The City should create a policy that requires development to pay for its share of the impact to the City's wastewater system. Wastewater infrastructure costs for development need to be a shared cost between the City of Amarillo and the new development. The distribution of this shared cost needs to be evaluated and standardized. The base wastewater rate should also be evaluated to ensure that the rate can fully fund necessary operations, maintenance, planning, and the City's share of capital growth projects.

WATER

The City should evaluate the current water rates to require large industrial/commercial development to pay its share of all basic infrastructure costs. This includes all offsite water infrastructure needed to provide water to the development. The City should evaluate the current water rates to ensure that they are able to fully fund necessary maintenance, operations, planning, and the City's share of capital growth projects. Amarillo residents should have full assurance that the water bill that they are paying is guaranteeing current and future water service.

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SECONDARY RECOMMENDATION SUMMARY

Secondary recommendations were developed for priorities that have a longer implementation time or require additional study:

DRAINAGE

1. **Planning:** Maintain a master drainage plan and continue to develop flood information for the unstudied playa lakes inside the City limits and new growth areas. The City should consistently enforce the plan once it's implemented.
2. **Growth:** The City should evaluate annexations and partner with developers to build drainage infrastructure. The City should be flexible on the tools a developer could utilize to pay for the expansion of infrastructure. Examples of these partnerships could be a Public Improvement District (PID), establishment of an Impact Fee, or other Pro-Rata structure. The City should fund their projects for new growth based on using a Pay-As-You-Go method.
3. **Policy and Criteria:** Explore, discuss, and implement drainage policies to establish equitable public and private investments and encourage sustainable drainage development. Drainage fee policies could be utilized to incentivize equitable and sustainable drainage solutions. Policy and planning documents produced by the City should produce a predictable and equitable development environment to make development decisions easier.

STREETS

1. **Planning:** Prioritize and fund the operations and planning budget deficit. A relatively small investment in technology and signal operations can improve the efficiency of the overall transportation system.
2. **Growth:** The City should evaluate annexations and partner with developers to build street infrastructure. The City should be flexible on the tools a developer could utilize to pay for required street infrastructure. Examples of this could be a PID, establishment of a fee (Pro-Rata or Impact Fee), or a partnership with the County(s) on the initial capital investment. The City would ultimately take over the road, but the developer and County(s) would provide the initial investment. The City should fund their investment in new growth capital with the street maintenance fee or bonds. These revenues should leverage the investments by the developer and County to expand the City in a thoughtful manner.
3. **Partnership/Innovative Funding:** Within the infill area of the City, a boundary could be established that utilizes a portion of future tax revenue increases to be specifically dedicated to a Transportation Reinvestment Zone (TRZ) for maintenance including complete street reconstructions. A feasiblity study should be performed to evaluate the necessary tax increase for the TRZ as well as potential participation from the County(s).

WASTEWATER

1. **Master Planning and Rate Analysis:** Maintain an updated master wastewater plan that corresponds with the evaluated wastewater rate.
2. **Growth:** Funding for growth should be planned for and be included with a dedicated funding source for large capital items. The City should ensure that growth impacts are paid through Public Improvement Districts, impact fees, or other mechanisms.

WATER

1. **Rate Analysis:** Commercial and industrial users should be billed on a tiered water rate similar to residential users. A rate study should be budgeted for during the next fiscal year to analyze this.
2. **Policy:** (a) Revise or create policies that provide incentives for infill development. (b) The City should create a policy statement that doesn't allow for allocated maintenance and growth funds to be shared in the water enterprise fund.
3. **Growth:** Funding for growth should be planned for and be included with a dedicated funding source for large capital items. The City should ensure that growth impacts are paid through Public Improvement Districts, impact fees, or other mechanisms.

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CONCLUSION

The Partnership for Development Progress committee was composed of Amarillo residents from multiple neighborhoods that are leaders in the community with backgrounds in banking, construction, development, entrepreneurship, investing, and real estate. This committee met 12 times over 8 months for over 600 person-hours that has led to these recommendations. This process included learning about the basic infrastructure system and understanding the basic infrastructure needs. Based on this research and scrutiny, the committee has come to the conclusion that funding basic infrastructure is an urgent problem. The Partnership for Development Progress committee recommends that Council immediately implement the primary recommendations and plan for the secondary recommendations.

SIGNATURES

DocuSigned by: C. Lloyd Brown	Executive Coach, Entrepreneur 79109
DocuSigned by: Alan Abraham	Minister, Ret. 79109
DocuSigned by: Ann Scamahorn	Marketing Consulting 79106
DocuSigned by: Bill Brian	Attorney 79109
DocuSigned by:	Marketing Representative 79119
DocuSigned by: Jordan B. Gilley	REALTOR 79109
DocuSigned by: Lisa Harris	Realtor 79015
DocuSigned by:	Educator 79107
DocuSigned by: Rida Adams	Commercial Lender 79119
DocuSigned by:	Real Estate Broker Zip 79109
DocuSigned by:	Builder/Real Estate Broker 79119
DocuSigned by: Bobby Murray	Construction 79124
DocuSigned by: Lila Welsch	Realtor 79109
DocuSigned by:	Real Estate Broker 79124
DocuSigned by: David Russell	Attorney 79119
DocuSigned by: J.T. Laramore	Executive Officer 79106
DocuSigned by:	Investor 79102
DocuSigned by: KENT MEYER	Realtor 79124
DocuSigned by: Kirk Crutcher	Attorney 79124
DocuSigned by:	Developer 79109
DocuSigned by: Skylar Gallop	Political Advocate 79118
DocuSigned by: Teresa Kennedy	Retired 79103
DocuSigned by: Tim Ingalls	Land Manager 79109

WATER

City of Amarillo

Water Service Connections **75,600**

Elevated Water Storage
6 Total Tanks with 8.5 MILLION gallons of water storage

Ground Water Storage
13 Total Tanks with 60 million gallons of water storage

Pump Stations
6 Total Tanks with a total of 60 million gallons a day of pumping capacity

Water Distribution Lines
1,110 Miles (16-inch Diameter)

Water Transmission Lines
130 Miles (16-inch Diameter)

Well Field Production
4 Total Well Fields producing a peak of approximately **75 Million Gallons a Day**

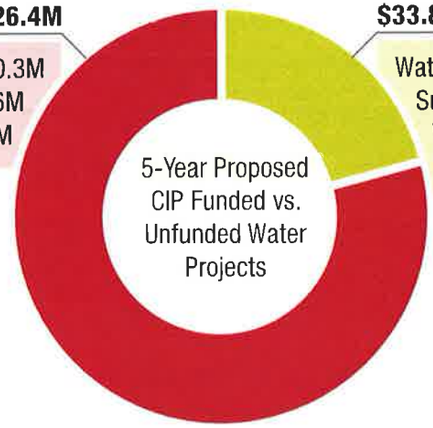
SURFACE WATER
CRMWA Allocation is **28 Million Gallons a Day**

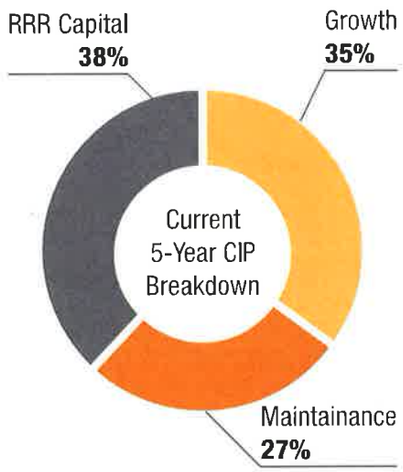
Unfunded Water Total
$126.4M

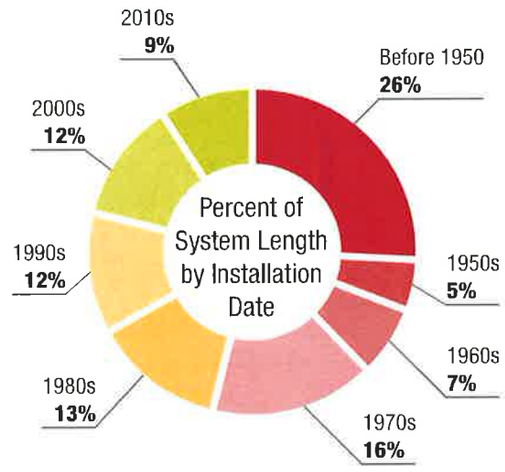
Water Transmission	$110.3M
Surface Water	$6M
Water Distribution	$10.1M

Funded Water Total
$33.8M

Water Transmission	$9.3M
Surface Water	$1.4M
Water Distribution	$20.5M
Water Production	$2.5M



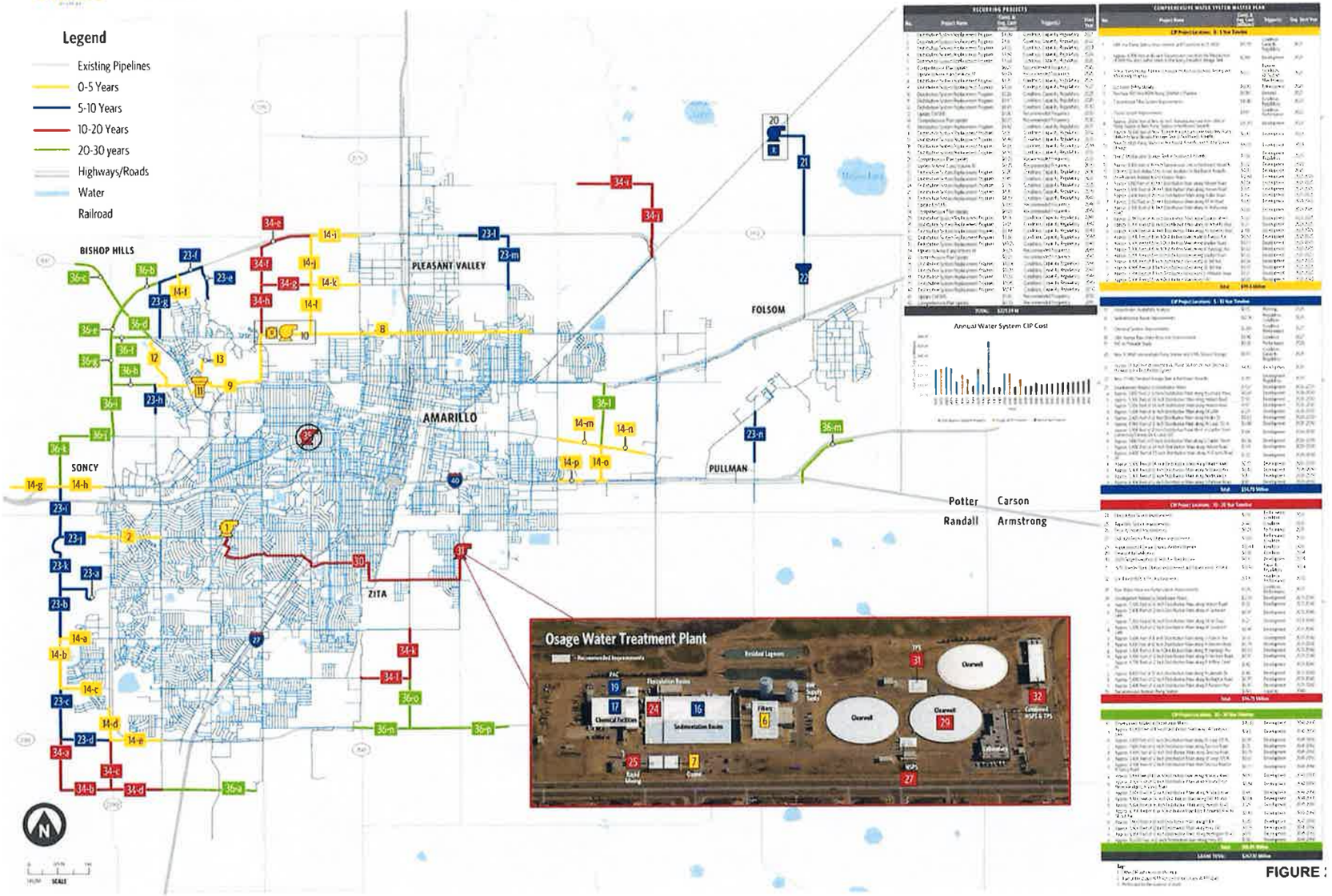




COMPREHENSIVE WATER SYSTEM MASTER STUDY, HDR ENGINEERING, 2022*

» Current funding level for pipeline replacement new pipe installed must last 1,200 years.
» Current pipeline replacement of 1 mile/year, AWWA recommendations 5 mile/year.
» **$50 million 5-year need**

City of Amarillo 2020 Comprehensive Water System Master Study CIP Map



FIGURE

Current 5-year CIP = 33.8 M (26.2 M Deficit)

SEWER

52 Sewer Lift Stations

2 Sewer Treatment Plants

Hollywood Treatment Plant

» Average Daily Flow is **8.6 million gallons** a day
» Permitted Flow is **12 million gallons** a day
» Currently **73%** of Total Permitted Capacity
**Approaches 75/90 TCEQ Rule*

River Road Treatment Plant

» Average Daily Flow is **8.4 million gallons** a Day
» Permitted Flow is **16 million gallons** a Day
» Currently **53%** of Total Permitted Capacity

Sewer Collection Lines
905 Miles (<15-inch Diameter)

Sewer Interceptor Lines
105 Miles (>15-inch Diameter)

SEWER - WASTEWATER MASTER PLAN, ALAN PLUMBER ASSOCIATES, 2012

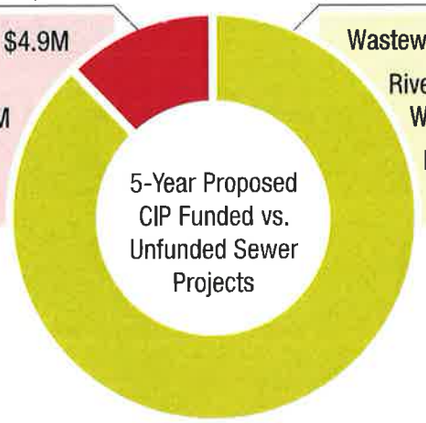
» 70% Pipleline are 50 years or older (in 2012)
» River Road Plant at 53% of permitted capacity
» Hollywood Plant at 73% of permitted capacity
» **$105 million 5-year need** - *years 11 thru 15 in 2012 estimate*

Unfunded Sewer Total
$11.6M

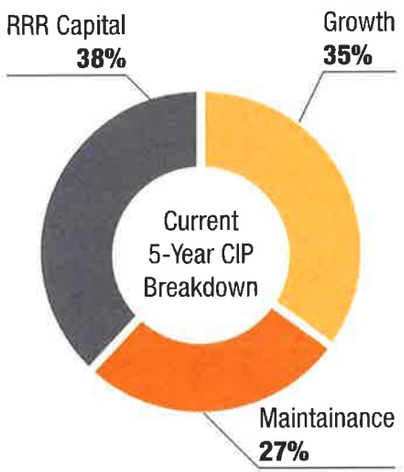
Wastewater Collection	$4.9M
River Road Wastewater Treatment	$3.3M
Hollywood Road Wastewater Treatment	$3.4M

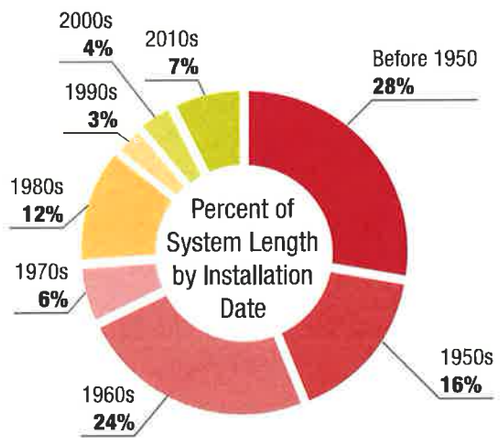
Funded Sewer Total
$86.7M

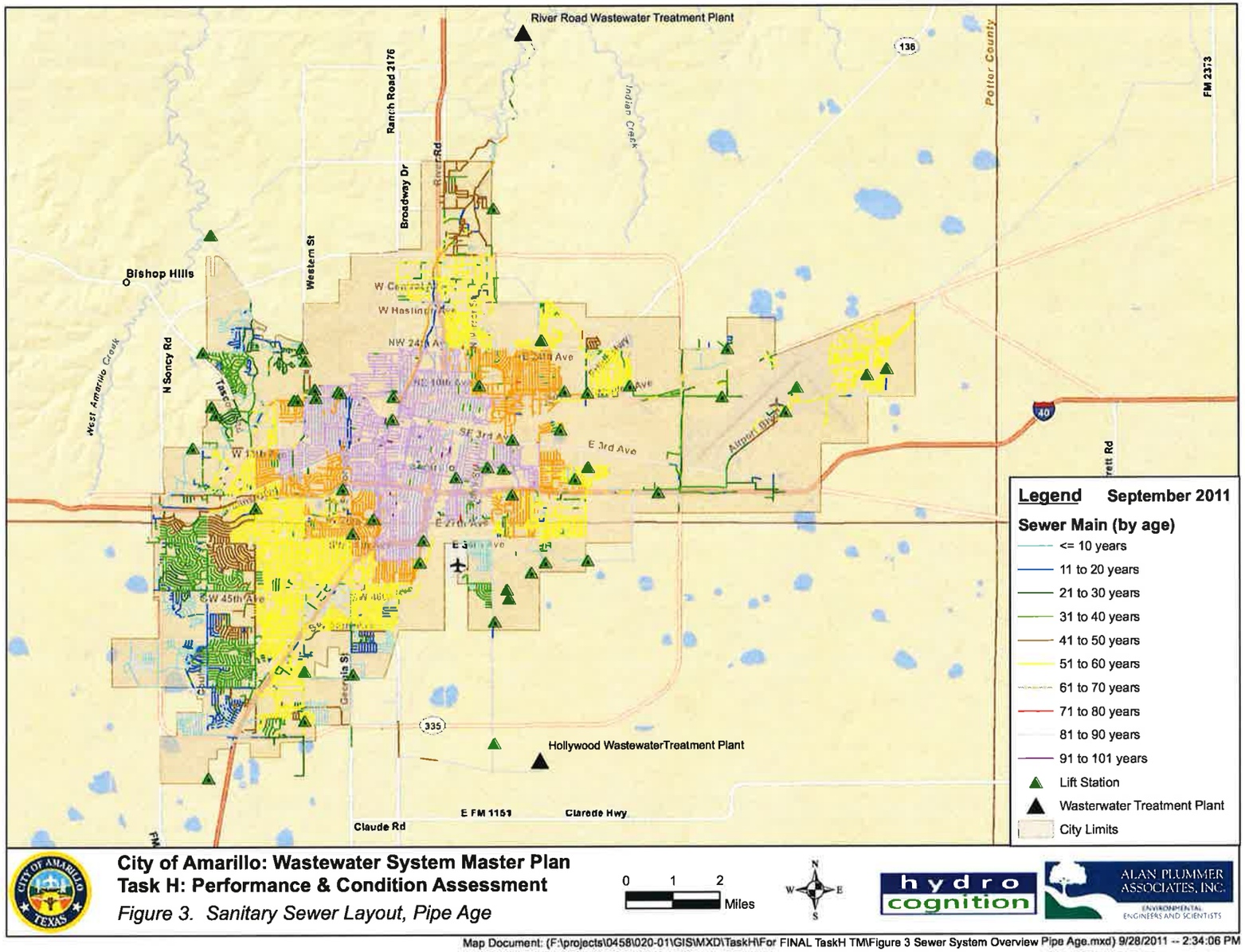
Wastewater Collection	$67M
River Road Wastewater Treatment	$7.9M
Hollywood Road Wastewater Treatment	$11.7M



**These numbers do not include the cost of a new sewer treatment plant which could be approximately $60 million. It is anticipated that construction of a new sewer plant will occur within the next 10 years.*



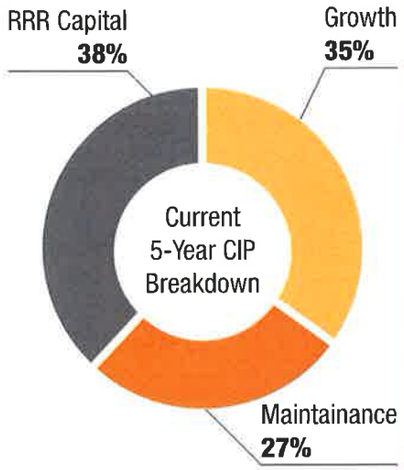




Current 5-year CIP = 86.8 M (18.2 M Deficit)

DRAINAGE

City of Amarillo

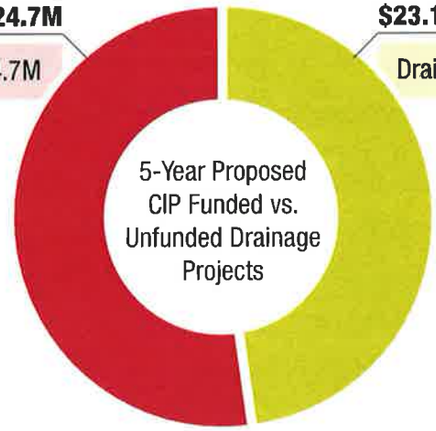


Unfunded Drainage Total
$24.7M

Drainage Utility	$24.7M

Funded Drainage Total
$23.1M

Drainage Utility	$23.1M



30,000 ft
Culverts

3,300
Inlets

260
Junction Box

200
Headwall

83,215 ft
Ditch/Channel

1,023 mi
Streets

940,000 ft
Storm Drain Pipe

550
Manholes

6
Playa Lake Pumps

115,000 ft
Natural Stream

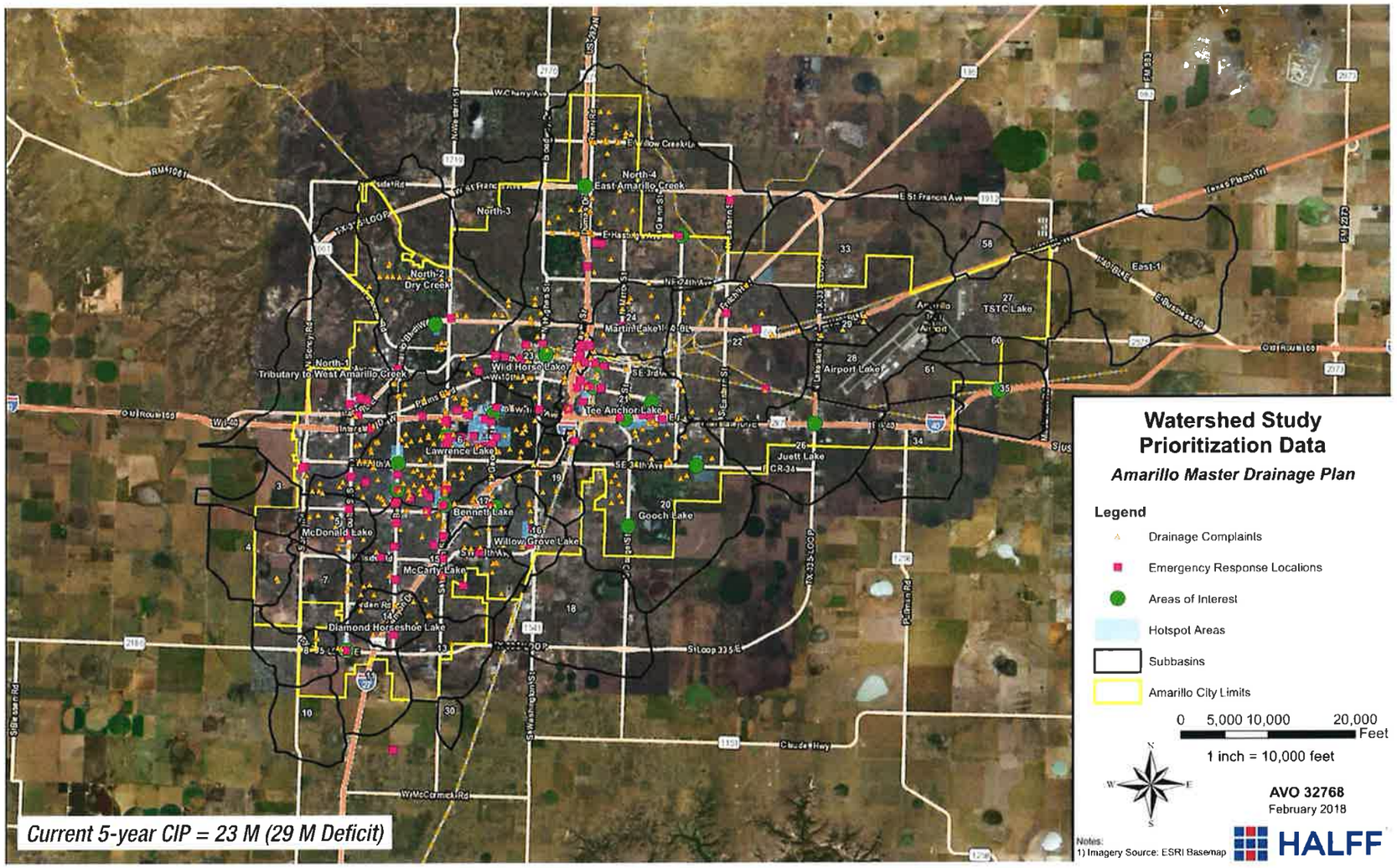
1,320
Playa Lakes/Ponds

1,200 mi
Concrete Curb & Gutter

DRAINAGE UTILITY MASTER STUDY 2019

» Recommendations rule changes for downstream adverse impacts, financial responsibility, and playa lake development policies.
» Identified $1 rate deficit for system maintenance costs, not including capital.
» **$52 million 5-year need**

AMARILLO



Watershed Study Prioritization Data

» 85% of Emergency Repsonse Locations are located in 5 playa basins.
» Top 7 CIP projects have been identified since 1993.
» 5 of the 23 playa lakes inside the city limits have pumps.

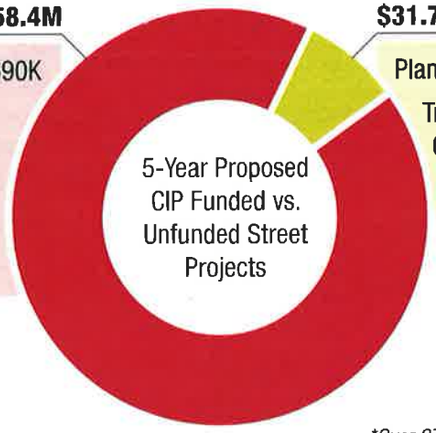
Percentage of Streets Evaluated in 2017

Description	Centerline Miles	% of Centerline Miles
Asphalt Segments with PCI	986.04	95.5%
Concrete Segments with PCI	5.95	.57%
Brick Roads	20.01	1.94%
Construction	.85	8%
Not Collected - Does Not Exist	10.31	1%
Not Collected - Inaccessible	2.98	29%
Not Collected - Unsurfaced	6.4	.62%
Total	**1032.54**	

Unfunded Roadway Total
$358.4M

Planning	$690K
Traffic Administration	$150K
Traffic Field Operation	$862K
Street	$354M

**No Growth Funded Allocated*

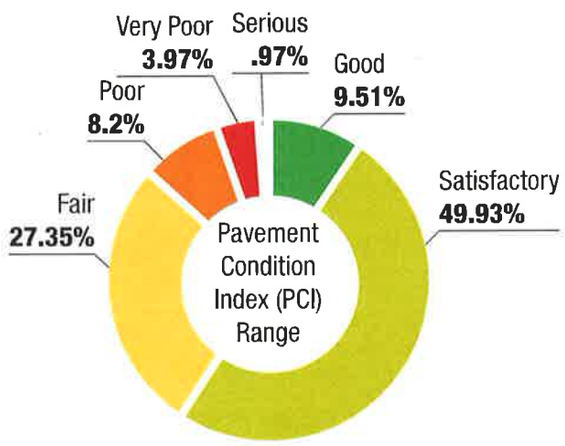


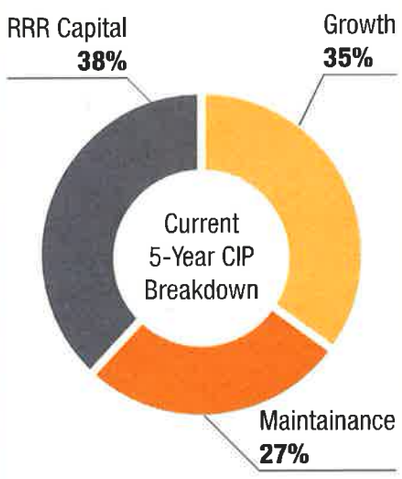
Funded Roadway Total
$31.7M

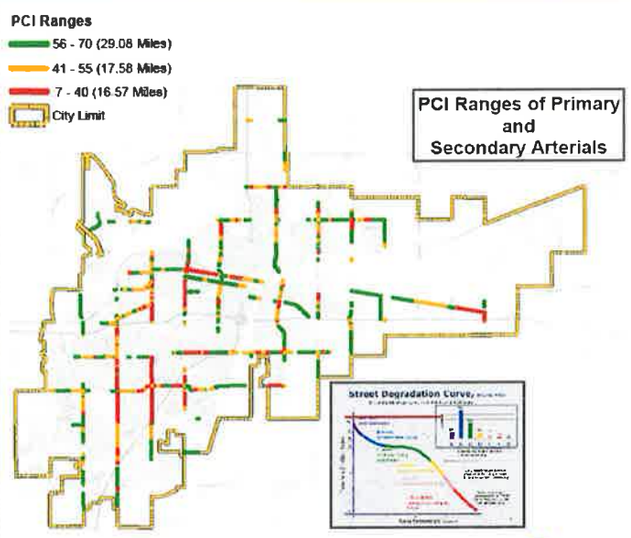
Planning	$16.6M
Traffic Field Operation	$1.4M
Street	$13.7M

**Over 1,000 miles of sidewalk is missing ($500M of sidewalks)*

**Over 273 signalized locations each head $6.5K a year to maintain.*







AMARILLO

TREATMENT TYPE	ACTIVITY	2017 COST PER A SQUARE YARD	2022 COST PER A SQUARE YARD	PERCENT INCREASE
Preservation	Crack Seal	$0.46	$1.35	193%
Preservation	Micro Surfacing	$3.65	$6.00	65%
Rehabilitation	Overlay with Minor Repairs	$16.50	$30.00	81%
Rehabilitation	Overlay with Major Repairs	$29.00	$60.00	110%
Reconstruction	Full Depth Reconstruction	$54.00	$135.00	150%

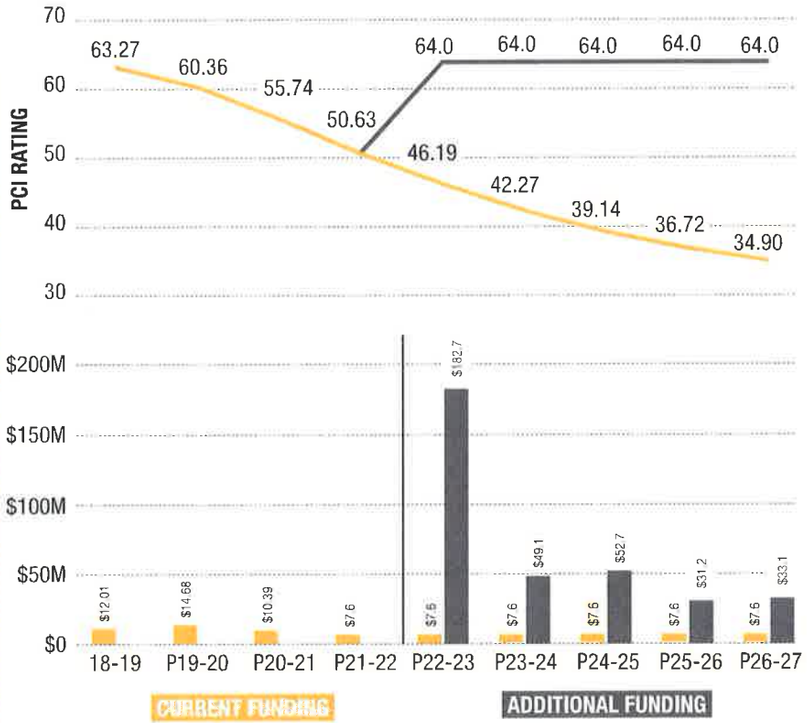
WHAT DOES THIS MEAN?

In 2017 the $35 million needed for funding is now equated to $77 million of funding in 2022; a **120%** increase.



$35M in 2017 **$77M** in 2022

5 Year - Additional Funding Scenario for Entire Street Network



PAVEMENT CONDITION REPORT, DATA TRANSFER SOLUTIONS, 2017

- 59% of Roadways Satisfactory, 27% Fair, 14% Poor to Failed, System Average of 66
- 16 point dropover 5 years with current level of funding, predicted average 50 (did not include Proposition 1)
- **$35 million annual budget to maintain level of service, $175 million 5-year need**

Partners for Development Progress

Definitions/Abbreviations List

Basic Infrastructure: City owned infrastructure comprised of streets, drainage, water, and wastewater.

Capital: An investment made by the City to accommodate growth.

Developer: Any person, entity, or corporation who subdivides a tract or parcel of land to be sold or handled for his own personal gain or use.

Development: A project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units or total impact to the existing City infrastructure that will be generated by such activity, and which requires either the approval and filing with the County in which the property is located of a plat pursuant to the City's subdivision regulations or the issuance of a building permit, and which has not been exempted from these regulations by provisions herein.

Drainage: The natural or artificial removal of surface water from an area with an excess amount of water.

Enterprise Account: An enterprise account is a separate accounting and financial reporting mechanism for which revenues and expenditures are segregated into a fund with financial statements separate from all other governmental activities. These funds are based on fees that are provided by citizen use of utility services such as water, wastewater, and drainage.

Impact Fees: Authorized under Chapter 395 of the Texas Local Government Code and are defined as a charge imposed against new development to pay for the off-site construction or expansion of infrastructure facilities that are necessitated by and benefit the new development.

Infill Development: Infill development is the process of developing vacant or under-used parcels within existing urban areas that are already largely developed.

Growth: Impacts to the existing basic infrastructure directly resulting from development.

Operations and Maintenance (O&M): Repetitive operational costs paid solely by the City. These costs include O&M department budgeted projects such as fire hydrant and water line replacements, street pothole repairs, traffic signal improvements, etc.

Pay-As-You-Go Method: Payment system in which the City pays for the costs of something when they occur rather than before or afterward.

PID: Public Improvement District. PIDs, per the Texas Local Government Code Chapter 372 ("the Code"), provide an economic development tool that permits the financing of qualified public improvement costs that confers a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction (ETJ). A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within PID who receive special benefits from the capital improvements or services. A PID may only be used to pay for public improvements.

Public Improvement: Drainage ways, roadways, parks, utilities, or other facilities which the City will ultimately assume the responsibility for maintenance and operation, or which may affect an improvement established which affects the health, safety, or welfare of the general public.

Pro-Rata: If a municipality requires, as a condition of approval for a property development project, that the developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs, the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development as approved by a professional engineer who holds a license and is retained by the municipality. The municipality's determination shall be completed within thirty days following the submission of the developer's application. Located in Chapter 212 of the Texas Local Government Code.

Tiered Water Rate: Water rates that are divided into water usage levels instead of one base rate. The more water that an user demands the higher water rate.

TRZ: Transportation Reinvestment Zone. Similar to a TIRZ, but the TRZ is a recently created tool that allows for a broader range of transportation projects. A TRZ also does not require a local entity to create a board.

Unstudied Playa Lake: A playa lake that does not have a defined 100-year floodplain elevation.

Wastewater: Water that has been used in a home, business, or in an industrial process that must be conveyed to a treatment facility.

Amarillo City Council
Agenda Transmittal Memo

Item No. 3N
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	**Council Priority**	Infrastructure Initiative

Department	Capital Projects & Development Engineering	**Contact Person**	Kyle Schniederjan, P.E., Director of Capital Projects & Development Engineering

Agenda Caption

CONSIDER AWARD – Professional Services Agreement – Engineering Services - Project #411739 Partnership for Development Progress – Phase II, Street Maintenance Enterprise Study and Recommendation

This item is to consider award of a Contract for Engineering Services for Phase II of the Partnership for Development Progress Project to: Kimley Horn and Associate, Inc. at a cost not-to-exceed $144,000.

Agenda Item Summary

This contract is to provide professional services to assist the City study and make recommendations related to a street maintenance enterprise fund. The consultant will help evaluate the existing needs of the street department and develop a recommended method that a fee could be collected in an equitable and sustainable manner.

Requested Action

Consider approval and award to Kimley Horn and Associate, Inc. in the amount not to exceed- $144,000.00.

Funding Summary

Funding for this amendment is available in the approved Project #411739.

Community Engagement Summary

Various community engagement will take place as part of the project. A Citizens Advisory Committee is proposed to be formed and will play an extensive role in the formulation and direction of the project. Community engagement is part of the scope of work for the Project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Amarillo City Council
Agenda Transmittal Memo

Item No. 30
Backup

CITY OF AMARILLO
CITY MANAGER

Meeting Date	September 13, 2022	Council Priority	Economic Development/ Redevelopment

Department	City Manager's Office	Contact Person	Andrew Freeman, Assistant City Manager

Agenda Caption

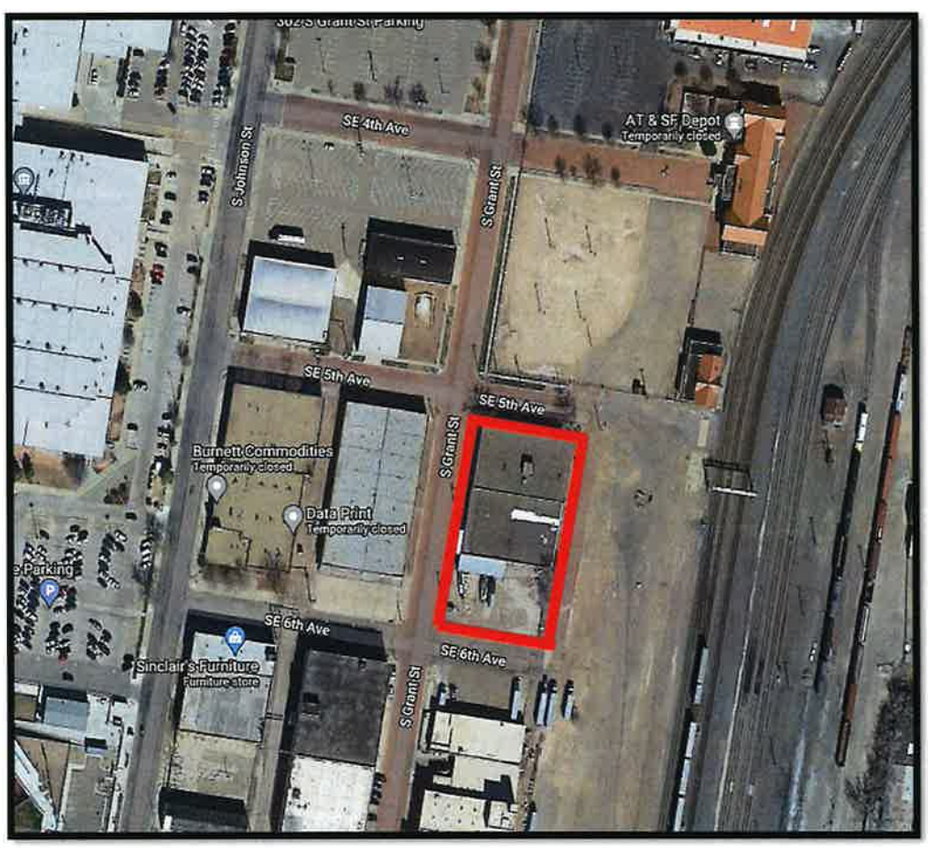
CONSIDER PURCHASE: REAL ESTATE LOCATED AT 501 S. GRANT STREET, 509 S. GRANT STREET, AND 517 S. GRANT STREET:

This item authorizes the City Manager to execute a contract and other necessary documents for the purchase of multiple buildings and land located at 501 S. Grant Street, 509 S. Grant Street, and 517 S. Grant Street in Downtown Amarillo in the amount of $1,300,000 plus closing costs and related expenses.

Agenda Item Summary

This item would authorize the City Manager to execute a contract and other necessary documents for the purchase of multiple buildings and land located at 501 S. Grant Street, 509 S. Grant Street, and 517 S. Grant Street in Downtown Amarillo in the amount of $1,300,000 plus closing costs and related expenses. The contract is with the current owner, Burgess Trust No. 2.

The properties are highlighted on the following map:



Requested Action

Approve as presented

Funding Summary

Funding will come from excess Hotel Occupancy Tax Collections and Excess General Fund Cash

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (the "**Agreement**") is entered into on September 6, 2022, by and between BURGESS TRUST NO 2 ("**Seller**"), and CITY OF AMARILLO, TEXAS, ("**Purchaser**") upon the terms and conditions set forth in this Agreement.

1. **Agreement to Sell and Convey.** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, the following real property (collectively referred to in this Agreement as the "**Property**"):

- Lots 21 through 24, Block 352, PLUS the Eastern 11 feet of Grant Street right-of-way adjacent to the West line of said Lots vacated by Ordinance No. 5872 recorded in Volume 2270, page 317 of the Official Public Records of Potter County, Texas, all being located in Mirror Addition, an Addition to the City of Amarillo, Potter County, Texas (having a physical address of 501 S Grant St); and

- Lots 17 through 20, Block 352, PLUS the Eastern 11 feet of Grant Street right-of-way adjacent to the West line of said Lots vacated by Ordinance No. 5872 recorded in Volume 2270, page 317 of the Official Public Records of Potter County, Texas, all being located in Mirror Addition, an Addition to the City of Amarillo, Potter County, Texas (having a physical address of 509 S Grant St); and

- Lots 13 through 16, Block 352, PLUS the Eastern 11 feet of Grant Street right-of-way adjacent to the West line of said Lots vacated by Ordinance No. 5872 recorded in Volume 2270, page 317 of the Official Public Records of Potter County, Texas, all being located in Mirror Addition, an Addition to the City of Amarillo, Potter County, Texas (having a physical address of 517 S Grant St).

2. **Purchase Price.** The total consideration to be paid for the Property (the "**Purchase Price**") shall be One Million Three Hundred Thousand Dollars ($1,300,000.00). The Purchase Price shall be payable in full by Seller in immediately available funds at the Closing (hereinafter defined).

3. **Earnest Money.** No earnest money shall be required.

4. **Title Documents, Review and Inspection Period.**

a. Title Commitment. Within ten (10) days after the date hereof, Seller will furnish Purchaser a title commitment for owner's title policy (the "**Title Commitment**") issued by American Land Title, LLC (the "Title Company") located at 620 S. Taylor, Suite 100, Amarillo, Texas 79101, setting forth the status of title of the Property and showing all liens, claims, encumbrances, conditions, restrictions, easements,

rights-of-way, encroachments and all other matters of record affecting the Property, accompanied by copies of all documents referred to in the Title Commitment which affect the Property.

b. Survey. Purchaser may, at its expense, obtain a survey of the Property.

c. Approval of Title Commitment. Purchaser shall have ten (10) days following its receipt of the Title Commitment and the documents referred to in the Title Commitment, whichever is received last (the "**Approval Period**"), to review and approve the matters contained therein. If Purchaser objects to any such matter, Purchaser shall notify Seller of the objections prior to the expiration of the Approval Period and Seller shall have five (5) days after receipt of such notice (the "**Cure Period**") to cure Purchaser's objections. In the event Seller fails or is unable or unwilling to cure the objections within the Cure Period to the satisfaction of Purchaser, then Purchaser may either waive the objection or terminate this Agreement by written notice to Seller. Any matter appearing in the Title Commitment that is approved or waived by Purchaser shall be deemed a permitted exception (the "**Permitted Exceptions**"). In no event shall Permitted Exceptions include mechanic's or materialmen's liens or mortgages, deeds of trust or other instruments creating a lien for borrowed money against all or any part of the Property.

d. Right of Inspection. During the period from the date of this Agreement to September 30, 2022 (the "**Inspection Period**"), Purchaser will have the right to make a physical inspection of the Property, to conduct tests on the Property (including, without limitation, structural and environmental tests), to conduct an economic analysis of the Property, to review the warranties and contracts pertaining to the Property, if any, and to make inquiries to governmental authorities and other appropriate parties, so as to determine, at the sole discretion of Purchaser, whether the Property is suitable to Purchaser. All inspections will occur at reasonable times and will be conducted so as not to unreasonably interfere with the use of the Property by Seller or its tenants. Purchaser must (i) notify Seller, in advance, of when its contractors or agents will be on the Property, (ii) abide by any reasonable rule or requirements of Seller, and (iii) restore the Property to its original condition if altered due to Purchaser's inspections or tests.

e. Right of Termination. Seller agrees that in the event Purchaser determines, in Purchaser's sole discretion, that the Property is not suitable for its purposes, or that it is in the interest of Purchaser to terminate this Agreement for any other reason, then Purchaser will have the right to terminate this Agreement prior to the expiration of the Inspection Period. On or before the expiration of the Inspection Period, Purchaser may provide written notice to Seller of Purchaser's intention to terminate as a result of its inspection of the Property under Section 4(d) ("**Purchaser's Notice**"). If Purchaser's Notice is not received by Seller on or before the expiration of the Inspection Period, Purchaser will be deemed to have waived its right to terminate this Agreement under this Section 4(e).

5. **Representations and Warranties with Respect to the Property.** Seller represents and warrants to Purchaser as follows:

a. Title to Property. Seller has good and marketable title to the Property, which shall be free and clear of all mortgages, liens, and encumbrances on the Closing Date.

b. Condemnation. To the best of Seller's knowledge, there is no pending, threatened, or contemplated condemnation or similar proceedings affecting the Property or any portion thereof.

c. Laws. Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions pertaining to and affecting the Property. Performance of this Agreement will not result in any breach of, constitute any default under, or result in any imposition of, any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

d. No Lawsuit. To the best of Seller's knowledge, there are no pending or threatened lawsuits affecting the Property.

e. Environmental. To the best of Seller's knowledge, there is no present environmental condition in any way relating to the Property. For purposes of this paragraph, environmental condition means (i) any material spill, discharge, leak, emission, escape, injection, dumping, or release of any hazardous or toxic material or substance, or (ii) any material noncompliance with any federal, state, or local environmental law, rule, regulation, or order.

The representations and warranties set forth herein shall be continuing and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time, and all of the representations and warranties shall survive the Closing.

6. **Conditions to Closing.**

a. Purchaser's Conditions. The obligation of Purchaser hereunder to consummate the transaction contemplated by this Agreement is subject to the satisfaction as of the Closing of each of the following conditions (any of which may be waived in whole or in part in writing by Purchaser at or prior to the Closing):

i. Representations and Warranties. The representations and warranties of Seller set forth in this Agreement shall be true on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date; and Seller, by having closed the sale of the Property, shall be deemed conclusively to have certified at Closing that all

such representations and warranties were true on and as of the Closing Date;

ii. Title Policy. The Title Company shall be prepared to issue an Owner's Policy of Title Insurance (the "**Title Policy**") in the amount of the Purchase Price to Purchaser insuring good and marketable title to the Property subject only to the Permitted Exceptions and standard printed exceptions generally included in a Texas Owner's Policy of Title Insurance.

iii. Other Conditions. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by Seller prior to or as of the Closing; and

iv. No Termination. Purchaser has not timely terminated this Agreement as provided herein, pursuant to a right to do so under this Agreement.

In the event any of the foregoing conditions have not been satisfied by the Closing Date, Purchaser may either (A) terminate this Agreement, (B) waive the unsatisfied condition and proceed to Closing, or (C) exercise any other rights or remedies available under this Agreement.

b. Seller's Condition. The obligation of Seller under this Agreement to consummate the transaction contemplated hereby is subject to the condition that at the Closing, Purchaser shall have performed, observed, and complied with all the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by Purchaser prior to or as of the Closing (any of which may be waived in whole or in part in writing by Seller at or prior to the Closing). In the event this condition to Closing has not been satisfied by the Closing Date, Seller may either (i) terminate this Agreement, (ii) waive the unsatisfied condition and proceed to close, or (iii) exercise any other rights or remedies available under this Agreement.

7. **Closing Date.** Provided all Conditions to Closing set forth in Section 6 have been satisfied or waived, the closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place on or before September 30, 2022 (the "**Closing Date**"). If any of the Conditions to Closing set forth in Section 6 have not been satisfied or waived prior to the Closing Date, the parties may mutually agree to extend the Closing Date.

8. **Seller's Obligations at Closing.** At the Closing, Seller shall do the following:

a. Execute, acknowledge, and deliver to Purchaser a special warranty deed in a form reasonably acceptable to Purchaser conveying good and marketable title to the Property to Purchaser, subject only to the Permitted Exceptions; and

b. Deliver to Purchaser possession and occupancy of the Property.

9. **Purchaser's Obligations at Closing.** Subject to the terms and conditions of this Agreement and contemporaneously with the performance by Seller of Seller's obligations set forth in paragraph 8 above, Purchaser shall deliver or cause to be delivered to Seller the Purchase Price in immediately available funds.

10. **Seller's Closing Costs.** Seller shall pay the following costs:

a. Preparation of the special warranty deed and any other documents required to be prepared and delivered by Seller;

b. The cost of the Title Policy;

c. One-half (1/2) of the Title Company's fees for closing the transaction contemplated in this Agreement; and

d. Seller's attorney's fees and incidental expenses, if any.

11. **Purchaser's Closing Costs.** Purchaser shall pay the following costs:

a. One-half (1/2) of the Title Company's fees for closing the transaction contemplated in this Agreement;

b. Recording costs relating to the recording of the special warranty deed; and

c. Purchaser's attorney's fees and incidental expenses, if any.

12. **Tax Proration.** Ad valorem taxes covering the Property for 2022 shall be prorated between Purchaser and Seller as of the Closing Date. The apportionment of taxes shall be based upon the actual ad valorem taxes for 2021, with Purchaser being given a credit against the cash portion of the Purchase Price for Seller's share of the ad valorem taxes. All special taxes, charges, and assessments affecting the Property levied or assessed for the period prior to the Closing Date, except for rollback taxes attributable to a change in use of the Property after Closing, shall be paid in full and discharged by Seller, even though the same may not yet be due and payable at Closing or may be assessed following Closing, and Seller shall indemnify and hold Purchaser harmless from and against the amount thereof. All other costs and expenses pertaining to the ownership of the Property and attributable to the period prior to Closing shall be paid by Seller on or before Closing.

13. **Default by Seller; Purchaser's Remedies.** If Seller fails or refuses to comply in a timely manner with any of its agreements or obligations under this Agreement,

or if at the Closing any of Seller's representations, warranties, or agreements are not true or have been breached, the following options shall be available to be exercised by or on behalf of Purchaser: (a) enforce specific performance of this Agreement, (b) terminate this Agreement by written notice to Seller, or (c) seek such other remedies at law or in equity as may be available to Purchaser.

14. **Default by Purchaser: Seller's Remedies.** If Purchaser fails or refuses to comply in a timely manner with any of its agreements or obligations under this Agreement, Seller may terminate this Agreement by written notice to Purchaser.

15. **Attorney's Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment agrees to pay the other party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

16. **Condemnation.** In the event of any taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Property between the date of this Agreement and the Closing, Purchaser shall have the right to either (a) terminate this Agreement, in which event neither Purchaser nor Seller shall have any further rights or liabilities hereunder, or (b) proceed with Closing in accordance with this Agreement, in which event Seller shall be relieved of its duty to convey title to the portion so taken or condemned, but Purchaser will be entitled to receive all proceeds of any such taking or condemnation; provided Seller will make no adjustment or settlement of such condition without Purchaser's consent and will take at Closing all action necessary to assign its entire interest in any such award to Purchaser.

17. **Brokers.** Seller and Purchaser each represent that they are not obligated to pay a brokerage commission or agency fee to any real estate broker or agent in connection with the transaction contemplated in this Agreement. Seller agrees that if any claim is made against Purchaser for a brokerage commission or finder's fee by any broker or finder by, through or on account of any acts of Seller or its representatives, Seller will hold Purchaser free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith. The provisions of this paragraph shall survive Closing.

18. **Notices.** Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by email or by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mails; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received or refused by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

Seller:	Burgess Trust No 2 c/o Clint R. Latham P.O. Box 1 Amarillo, TX 79105 Email: clint.latham@anb.com
Purchaser:	City of Amarillo, Texas Attention: _____ _____ Amarillo, TX 79_____ Email: _____@_____

Any party hereto may at any time, by giving three (3) days written notice to the other party to this Agreement, designate any other address in substitution of the foregoing address for that party.

19. **Entire Agreement: Modification.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

20. **Nonwaiver/Cumulative Remedies.** No failure or delay on the part of either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under this Agreement. The exercise of any right or remedy under this Agreement by a party shall not prevent the concurrent or subsequent exercise of any right or remedy under this Agreement or otherwise available to that party at law or in equity.

21. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

22. **Heading.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

23. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

24. **Counterparts.** This Agreement may be executed in any number of counterparts with original or electronic signatures and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute

but one contract. Execution and delivery of this Agreement by facsimile shall be binding on the parties.

25. **Interpretation.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

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

27. **Time of Essence.** Time is of the essence under this Agreement.

28. **Legal Holiday.** Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance, or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday, or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday, or federal legal holiday.

SELLER:

BURGESS TRUST NO 2, by and through its Attorney-in-Fact, AMARILLO NATIONAL BANK

By: _____
Clint R. Latham, Senior Vice President

PURCHASER:

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

DRAFT

ACCEPTANCE BY TITLE COMPANY

American Land Title, LLC hereby acknowledges receipt of the Sale and Purchase Agreement and agrees to act in accordance with the provisions of this Agreement.

AMERICAN LAND TITLE, LLC

By: _____

Date of Acceptance: _____

Amarillo City Council
Agenda Transmittal Memo

Item No. 3P
Backup

Meeting Date	September 13, 2022	**Council Pillar**	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President & CEO		

Agenda Caption

CONSIDER PURCHASE - REAL ESTATE LOCATED AT AIRPORT BOULEVARD AND S.E. 3RD AVENUE

Agenda Item Summary

This item authorizes AEDC to execute a contract and all necessary documents for the purchase of approximately 103.84 acres of land located at Airport Boulevard and S.E. 3rd Avenue. The purchase price is for $2,000,000.00 plus closing costs and related expenses.

Requested Action

Approval of the purchase of land as requested.

Funding Summary

$2,000,000.00 plus closing costs and related expenses.

Staff Recommendation

AEDC staff is recommending approval of the purchase. The AEDC Board voted 5-0 on August 29, 2022 to consider approval of the purchase.

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 2-12-18

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are A.G. Attebury Testamentary Trust (Seller) and Amarillo Economic Development Corporation (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, SECT 59 A B & M BLK 0002, IRREG TR IN W2 OF SECT LYING SE OF AIRPORT BLVD & N OF RR ROW, 103.8400 +/- ACRES PRAD tax ID# 219596 Addition, City of Amarillo, County of Potter, Texas, known as See Attached Exhibit "A" (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing ..... $ 2,000,000.00

B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... $ -0-

C. Sales Price (Sum of A and B) ..... $ 2,000,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver $ 5,000.00 as earnest money to Juli Lamm, as escrow agent, at Covenant Title Company, 2401 Georgia Street, Amarillo, TX 79109 (address). Buyer shall deliver additional earnest money of $ -0- to escrow agent within _____ days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☑ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Covenant Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☑ (i) will not be amended or deleted from the title policy; or
☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.

☑ (2) Within 10 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: NONE. Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☑ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☑ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)
☑ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
_____.
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before September 15 WAA 20 22, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:
(1) Seller shall execute and deliver a special warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:
(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

See the attached Exhibit "B" Special Provisions which will survive the closing of this transaction. In the event of any conflict between this contract body and the attached Exhibit "B", the provisions set forth in the attached Exhibit "B" will control.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

	To Buyer	**To Seller**
at:	600 S. Tyler St., Suite 1600 ~~801 S Fillmore Street, Ste 205~~	P.O. Box 7446
	Amarillo, Texas ~~79109~~ 79101	Amarillo, Texas 79114
Phone:	(806) 729-1554	(806) 674-1409
Fax:	( )	( )
E-mail:	kevin@amarilloedc.com	waa@asgeneral.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☑ Other (list): Exhibit "A" Property Description; Exhibit "B" Special Provisions

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $ 500.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 30 ~~15~~ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☑will ☐will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
_____	_____
Phone: ( ) _____	Phone: ( ) _____
Fax: ( ) _____	Fax: ( ) _____
E-mail: _____	E-mail: _____

EXECUTED the _____ day of _____, 20_____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DRAFT

Buyer

Amarillo Economic Development Corporation

By: Kevin Carter

Kevin Carter, President & CEO

Seller

A.G. Attebury Testamentary Trust

By: W. A. Attebury

William R. Attebury, Trustee

By: Suzanne Boyce

Suzanne Boyce, Trustee

By: _____

~~Nancy A. Purcell, Trustee~~

WAA

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm License No.

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Associate's Name License No.

Associate's Email Address Phone

Licensed Supervisor of Associate License No.

Other Broker's Address Phone

City State Zip

Listing Broker Firm License No.

represents ☐ Seller and Buyer as an Intermediary
☐ Seller only as Seller's agent

Listing Associate's Name License No.

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

EXHIBIT "B"
SPECIAL PROVISIONS

Initials

1. Buyer is purchasing the Property "AS IS, WHERE IS". Buyer shall be responsible for all development expenses, including but not limited to all dirt work, zoning, tap fees, utility extensions, culverts, or any other expenses related to developing or improving the Property. The provisions of this Paragraph shall expressly survive the Closing of the Property.

2. Seller and Buyer agree that either or both parties may elect to effect the sale and purchase of the Property as an exchange pursuant to Section 1031 of the Internal Revenue Code, provided the electing party utilizes the services of a "qualified intermediary" as defined in Treasury Regulation § 1.1031(k)-(g)(4)(iii) ("Intermediary") to effectuate such Section 1031 exchange. The other party will cooperate in the exchange provided only that (a) the other party shall not be required to be vested in title to any parcel other than the Property, (b) the other party shall incur no liability or expense beyond those inherent in an acquisition of the Property for a cash payment nor be delayed in the closing, and (c) the electing party shall have given the other party notice of its intentions to close this transaction as an exchange not less than five (5) days prior to the closing. The electing party may assign this contract to an Intermediary without the other party's consent for purposes of effectuating a Section 1031 exchange. Notwithstanding an assignment to or substitution of the Intermediary to act in place of the electing party, the electing party agrees to unconditionally guarantee the full and timely performance by the Intermediary of the representations, warranties, obligations and undertakings of the Intermediary regarding a Section 1031 exchange, and in the event of breach, the other party may proceed directly against the electing party without the need to join the Intermediary. The other party agrees to execute such documents as are reasonably necessary or appropriate and to otherwise cooperate with the electing party to effectuate a Section 1031 exchange, and the electing party of such Section 1031 exchange shall indemnify the other party from all liability associated with such exchange except insofar as such liability is attributable to the failure of the other party to perform as required hereunder.

3. The parties will keep confidential the material terms of this contract except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Notwithstanding the foregoing, Seller acknowledges that Buyer is subject to the Texas Public Information Act, the Texas Open Meetings Act, and related document retention statutes. Documents and information about this contract may be subject to public disclosure under those laws; provided, however, Buyer agrees to provide prompt notice to Seller of any requests made under the Texas Public Information Act and an opportunity to object to the disclosure.

4. Buyer may assign this contract to a related entity prior to closing upon Seller's written consent so long as Buyer remains liable for every obligation under this contract, and the assignee assumes in writing all of Buyer's obligations to perform under this contract.

5. Buyer agrees that the following language will be in the Special Warranty Deed delivered to Seller at closing:

   Seller for itself and its successors and assigns forever reserves all oil, gas, and other minerals in and under and that may be produced from the Property (the "**Mineral Estate**"). If the Mineral Estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Seller _____
A.G. Attebury Testamentary Trust

Buyer _____
Amarillo Economic Development Corporation

Seller for itself and its successors and assigns forever reserves all Groundwater (defined below) in and under and that may be produced from the Property (the "**Water Estate**"). If the Water Estate is subject to existing production or an existing license, this reservation includes the production, the license, and all benefits from it. "**Groundwater**" means all of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths, and horizons beneath the surface of the Property, excluding underflow or flow in a defined subterranean channel. Subject to the Surface Waiver (below), Water Estate also means: (1) the Groundwater and the right to test, explore for, drill for, develop, withdraw, capture, or otherwise beneficially use the groundwater; and (2) all permits, licenses, or other governmental authorizations relating to any of the foregoing.

Seller irrevocably waives its right to enter upon the Property for any purpose, including, without limitation, the purposes of exploring, drilling for, testing, and producing, transporting, or marketing water, oil, gas, and other hydrocarbons from the Property (the "**Surface Waiver**"). Nothing herein, however, restricts or prohibits the pooling or unitization of the Water Estate and the Mineral Estate reserved by Seller with land other than the Property; or the exploration or production of water, oil, gas, and other minerals by means of wells that are drilled on the surface of land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

Grantee accepts this Deed and consents to its form and substance. Grantee acknowledges that the terms of this Deed conform with Grantee's intent and that the terms of this Deed will control in the event of any conflict with the Contract Grantee signed regarding the Property. Grantee agrees to the obligations imposed on Grantee by the terms of this Deed.

6. Notwithstanding anything in this contract to the contrary, Buyer does not agree to take by assignment or assume any obligations under leases affecting the Property, and Seller agrees to terminate all such leases effective as of no later than the closing date.

Seller _____
A.G. Attebury Testamentary Trust

Buyer _____
Amarillo Economic Development Corporation

OPTION FEE RECEIPT

Receipt of $ 500.00 (Option Fee) in the form of Wire is acknowledged.

Covenant Title Co. JLamm 8-10-2022
Seller or Listing Broker / Settlement Agent — Date

EARNEST MONEY RECEIPT

Receipt of $ 5,000.00 Earnest Money in the form of Wire is acknowledged.

Same as below JLamm 8-10-2022 @ 2:48 pm
Escrow Agent — Received by — Email Address — Date/Time

Address — Phone

City — State — Zip — Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Covenant Title Co. JLamm customerservice@covenant4title.com 8-10-2022
Escrow Agent — Received by — Email Address — Date

3401 S Georgia, 2nd Floor (FBSW) 806-354-5283
Address — Phone

Amarillo TX 79109 806-434-3455
City — State — Zip — Fax

ADDITIONAL EARNEST MONEY RECEIPT

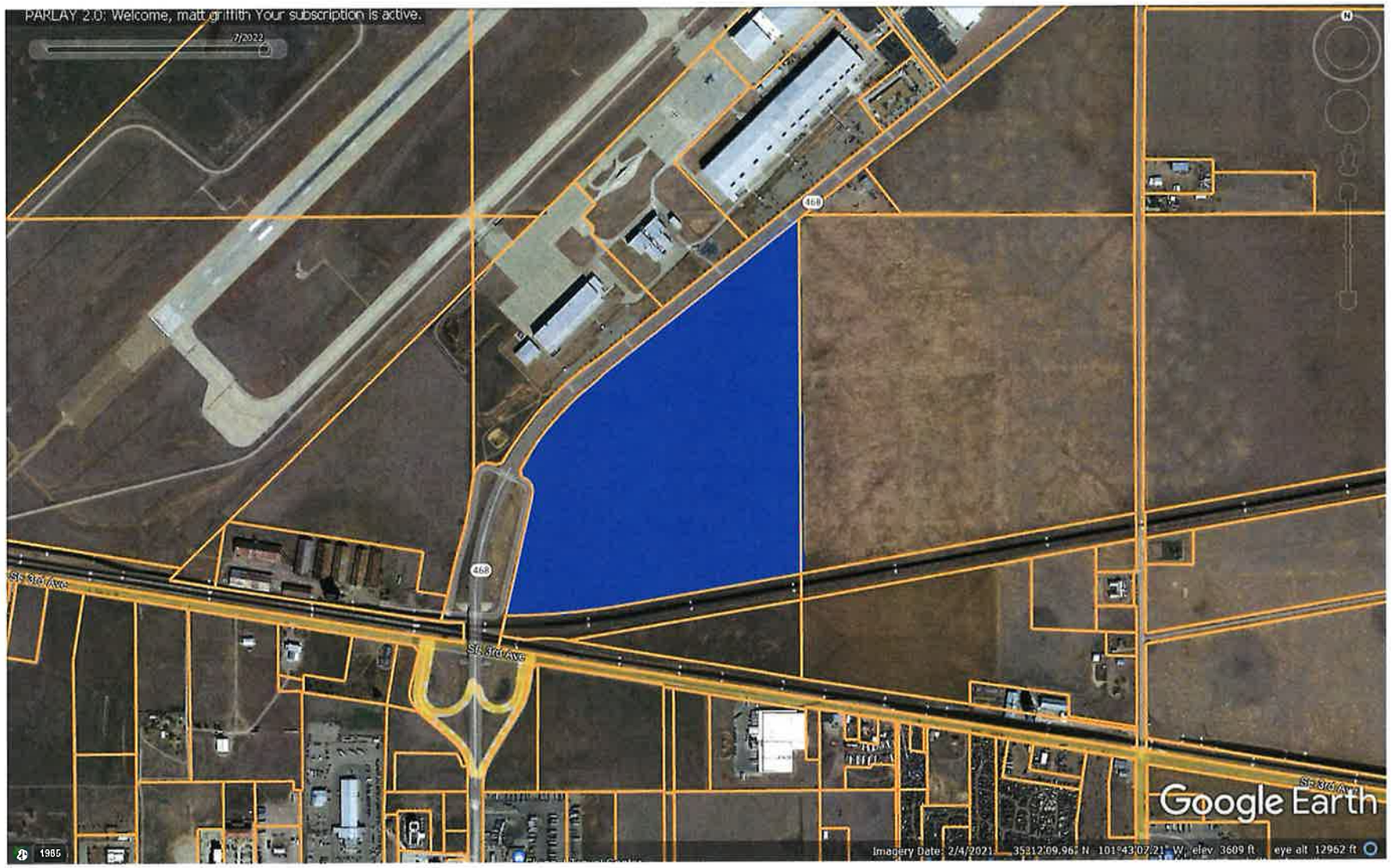
Receipt of $ _____ additional Earnest Money in the form of _____ is acknowledged.

Escrow Agent — Received by — Email Address — Date/Time

Address — Phone

City — State — Zip — Fax

Exhibit “A”


PARLAY 2.0: Welcome, matt.griffith Your subscription is active.
7/2022
St. 3rd Ave
St. 3rd Ave
St. 3rd Ave
Google Earth
Imagery Date: 2/4/2021 35°12'09.96" N 101°43'07.21" W elev 3609 ft eye alt 12962 ft
1985