

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JANUARY 30, 2018 AT 3:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Review MPEV Financing;
 - (3) Update on Ports-to-Plains;
 - (4) Presentation and report of the Amarillo Convention and Visitor Council;
 - (5) Discussion of Industrial Waste Discharge Permit and Waste Hauler Discharge Fees;
 - (6) Discuss Budget Policies; and
 - (7) Consider future Agenda items and request reports from City Manager.
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REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street United Methodist Church

PROCLAMATION: "Texas Heritage Week"

PRESENTATION: King and Dianne Hill Donation

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

1. CONSENT AGENDA:

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

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

A. MINUTES:

Approval of the City Council minutes of the regular meeting held on January 23, 2018.

- B. **ORDINANCE NO. 7708:**
(Contact: Andrew Freeman, Economic Development Manager)
This is the second and final reading of an ordinance approving the transfer of Lots 001 through 006, Block 0003, Lee Green's Addition, an addition to the city of Amarillo, Potter County, Texas to Amarillo Habitat for Humanity, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager to execute all documents necessary to transfer ownership; providing for severability, and effective date.
- C. **CONSIDER AWARD – FY 16/17 - FY 20/21 COMMUNITY INVESTMENT PROGRAM I-40 AND SUNRISE DRIVE SANITARY SEWER MAIN EXTENSION:**
(Contact: Kyle Schniederjan, Engineer)
West Texas Utility Contractors, Inc. -- \$142,836.00
This item is to consider award of the construction contract for the installation of a new 16-inch sanitary sewer main with corresponding appurtenances to facilitate initial infrastructure needs in the area including the East Gateway Tax Increment Reinvestment Zone (TIRZ #2).
- D. **CONSIDER APPROVAL OF THE COMMUNICATIONS SYSTEM AGREEMENT WITH AMARILLO COLLEGE:**
(Contact: Kevin Starbuck, Assistant City Manager)
This agreement will authorize Amarillo College to operate on the City of Amarillo NEXGEN Radio Communications System with applicable infrastructure support fees assessed per the agreement.
- E. **AVIATION CLEAR ZONE EASEMENT:**
(Contact: Cody Balzen, Planner I)
Aviation Clear Zone Easement, being 3,800 feet above mean sea level above the plat of Amarillo Boulevard East Addition Unit No. 7, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

REGULAR AGENDA

2. **PUBLIC HEARING – ANNEXATION:**
(Contact: Cody Balzen, Planner I)
This public hearing is to gather comments for and against annexation of a 91.334 acre property situated south of the city limits, and located near the southwest corner of the intersection of South Georgia Street and West Loop 335, and extending west/southwest along West Loop 335.
3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7709:**
(Contact: Ed Drain, Police Chief)
This is the first reading of an ordinance to consider reducing the number of sworn positions at the Amarillo Police Department.
4. **APPOINTMENTS – BOARDS AND COMMISSIONS:**
Appointments are needed for the following board:
Beautification and Public Arts Board

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

Posted this 26th day of January 2018.

Amarillo City Council meetings stream live on Cable Channel 10 and are available online at:

www.amarillo.gov/granicus

Archived meetings are also available.

A



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 23rd day of January 2018, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

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

JARED MILLER
MICHELLE BONNER
MICK MCKAMIE
ANDREW FREEMAN
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ECONOMIC DEVELOPMENT MGR.
CITY SECRETARY

The invocation was given by Tom Roller. Mayor Nelson led the audience in the Pledge of Allegiance.

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

PUBLIC COMMENT:

James Schenck, 6216 Gainsborough Street, stated he appreciated the conversations about the short-term rentals. He also stated he was concerned about the Dubs Development request for TIRZ reimbursement. Larry Milam, Panhandle Humane Society, spoke on the 90-Four-90 program. Mayor Nelson also recognized the supporters in the audience. Robert Goodrich, 4111 Stony Point, offered the services available from the Amarillo Lodging Association on the short-term rentals. There were no further comments.

ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approval the consent agenda, seconded by Councilmember Smith.

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

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting and special meeting held on January 16, 2018.

B. **ORDINANCE NO. 7704:**

(Contact: AJ Fawver, Planning and Zoning Director)

This is the second and final reading of an ordinance rezoning Lots 1-3, Block 2, Westcliff Park Unit No. 40, in Section 25, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, and G (PD-55BCG) to Office District 1 (O-1). (Vicinity: Tascosa Road and Westwood Drive.)

- C. **ORDINANCE NO. 7705:**
(Contact: AJ Fawver, Planning and Zoning Director)
This is the second and final reading of an ordinance rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Planned Development 116 (PD-116), by expanding PD-116 to encompass this site. (Vicinity: South Georgia Street & Southwest 45th Avenue.)
- D. **ORDINANCE NO. 7706:**
(Contact: AJ Fawver, Planning and Zoning Director)
This is the second and final reading of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map for the Estancia Addition Preliminary Plan Area (Recently Annexed area along Tascosa Road on the northwest side of Amarillo); providing a severability clause; and providing an effective date. (Vicinity: Tascosa Road and North Coulter Street.)
- E. **ORDINANCE NO. 7707:**
(Contact: Michelle Bonner, Deputy City Manager)
This is the second and final reading of an ordinance appointing the Presiding Judge of the Amarillo Municipal Court for the unexpired term of the fiscal years 2017/2018 and 2018/2019.
- F. **PURCHASE – REFUSE BAGS:**
(Contact: David Lehfeldt, Solid Waste Superintendent)
Awarded to Central Poly Bag Corp. -- \$80,543.00
This item is the scheduled purchase of Solid Waste Refuse Bags that are made available to the customers that are served by hand collection. This award will be used by the City of Amarillo Solid Waste Division for daily operational requirements.
- G. **AWARD CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES:**
(Contact: Hector Mendoza, Health Plan Administrator)
Awarded to highest evaluated proposer: Deer Oaks EAP Services
Funding of services is as follows for a three year contract -- \$83,823.60
This item provides employee assistance program (EAP) services to the City of Amarillo employees. This program will enhance our Human Resource function providing access to counseling and training for the City employees.
- H. **PURCHASE – TELEVISION AND DIGITAL ADVERTISING:**
(Contact: Michael Connor, Director of Aviation)
Awarded to KVII-TV One Broadcast Center -- \$135,000.00
This item considers purchase of television and digital advertising in support of the Phoenix airline service.
- I. **PURCHASE – NEW AMERICAN AIRLINES SERVICE ADVERTISING:**
(Contact: Michael Connor, Director of Aviation)
Awarded to Alpha Media -- \$77,000.00
This item recommends approval to purchase local radio advertising and cross-market digital advertising to support the Phoenix airline service. This advertising is a requirement of the DOT grant and of the airline service agreement.
- J. **PURCHASE OF REPLACEMENT CHILLER FOR THE GLOBE NEWS CENTER (GNC) DAMAGED ON JANUARY 1, 2018:**
(Contact: Jerry Danforth, Facilities & Special Projects Administrator)
Robert Madden, Inc. -- \$93,488.00
This is an emergency repair to replace a chiller at the GNC that was damaged during freezing temperatures on January 1, 2018 when we experienced power fluctuations that cause failed control circuits.

K. **AVIATION CLEAR ZONE EASEMENT:**

(Contact: AJ Fawver, Planning and Zoning Director)

Aviation Clear Zone Easement, being 3,850 feet above mean sea level above the plat of Amarillo Boulevard East Unit No. 5, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

Mr. Miller read a thank you letter from the family of Charles E. Warford. The open house of the Charles E. Warford Activity Center was held on Saturday, January 20, 2018.

REGULAR AGENDA

ITEM 2: Mayor Nelson presented the first reading of an ordinance approving the transfer of Lots 001 through 006, Block 0003, Lee Green's Addition, an addition to the city of Amarillo, Potter County, Texas to Amarillo Habitat for Humanity, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager to execute all documents necessary to transfer ownership; providing for severability, publication, and effective date. This item was presented by Andrew Freeman, Economic Development Manager. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7708

AN ORDINANCE OF THE CITY COUNCIL AUTHORIZING THE TRANSFER OF LOTS 001 THROUGH 006, BLOCK 0003, LEE GREEN'S ADDITION, AN ADDITION TO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS TO AMARILLO HABITAT FOR HUMANITY, IN ACCORDANCE WITH SECTION 253.011 AND SECTION 272.001 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

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

ITEM 3: Mayor Nelson presented an item approving a Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the Dub's Development commercial building located at 621 South Polk Street, a 90% tax rebate with an annual cap of \$25,000 over a 10-year period, to assist with the increased unexpected construction costs associated with the project, together with the enhanced benefits that may result for the public in downtown spaces. This item was presented by Andrew Freeman, Economic Development Manager. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that this contract be approved.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell and Smith; voting NO were none; Councilmember Sauer recused himself from the vote and discussions on this item, the motion carried by a 4:0:1 vote of the Council.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 30, 2018	Council Priority	Redevelopment
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Department	Office of Economic Development	Contact Person	Andrew Freeman, Economic Development Manager
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Agenda Caption

ORDINANCE NO. 7708:

This is the second and final reading of an ordinance approving the transfer of Lots 001 through 006, Block 0003, Lee Green’s Addition, an addition to the city of Amarillo, Potter County, Texas to Amarillo Habitat for Humanity, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager to execute all documents necessary to transfer ownership; providing for severability, publication, and effective date.

Agenda Item Summary

Habitat for Humanity recently inquired to see if the City might have any surplus lots to build affordable housing on since they are near completion of their current lots. After reviewing the request, it was determined there were a few lots near the service center that are no longer needed now that the City will be taking on the GTM building in a couple of years.

The location of the lots is in the currently underway Barrio neighborhood plan area, and assisting with new affordable housing in the area would be supportive of that plan. Habitat for Humanity builds affordable, single-family homes for families that qualify and complete their approximately two-year program. Each Habitat family holds a mortgage and pays property taxes and insurance. Habitat is able to keep the homes affordable by providing 25-30 year, mortgage loans at 0% interest. Historically, payments on Habitat homes have ranged between \$400-\$600/month.

With this partnership the City will be able to work with a non-profit organization to help revitalize this neighborhood. Attached is a letter from Habitat for Humanity outlining their request with pictures of previous projects in the area for your review.

Requested Action

Approval of Ordinance on First Reading

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. 7708

AN ORDINANCE OF THE CTIY COUNCIL AUTHORIZING THE TRANSFER OF LOTS 001 THROUGH 006, BLOCK 0003, LEE GREEN'S ADDITION, AN ADDITION TO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS TO AMARILLO HABITAT FOR HUMANITY, IN ACCORDANCE WITH SECTION 253.011 AND SECTION 272.001 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo is the owner of certain real property located in the City of Amarillo, Potter County, Texas; and

WHEREAS, the City Council finds it to be in the public interest to transfer said property to Amarillo Habitat for Humanity, Inc., which will primarily use the property to construct affordable single-family housing; and

WHEREAS, the City Council finds that said conveyance is made pursuant to Texas Local Government Code Section 253.011 and Section 272.001;

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

SECTION ONE. The City Manager is hereby authorized to execute, respectively, on behalf of the City of Amarillo ("City"), an agreement between the City and Amarillo Habitat for Humanity, Inc., concerning the transfer of specific lots described in Section Two herein, from the City of Amarillo to Amarillo Habitat for Humanity, Inc. Said agreement is to be in substantially the form as Exhibit "A" attached herein and incorporated by reference for all legal purposes.

SECTION TWO. The real property to be conveyed by the City of Amarillo is as follows:

Being all of the following:

LOT ONE (001), BLOCK THREE (0003),
LOT TWO (002), BLOCK THREE (0003),
LOT THREE (003), BLOCK THREE (0003), EXC E. 15 FT.,
LOT FOUR (004), BLOCK THREE (0003), EXC W. 5 FT.,
LOT FIVE (005), BLOCK THREE (0003), AND
LOT SIX (006), BLOCK THREE (0003),

LEE GREEN'S ADDITION, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, recorded in the Deed Records of Potter County, Texas.

SECTION THREE. The City Manager is hereby authorized to sign all legal documentation necessary to convey the City-owned property described above to Amarillo Habitat for Humanity, Inc., pursuant to Texas Local Government Code Section 253.011 and Section 272.001.

SECTION FOUR. The public purpose is the development of low and moderate-income housing for the citizens of Amarillo, Texas.

SECTION FIVE. Severability. If any provision, section, subsection, sentence, clause or the application of the 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 SIX. Effective Date. This Ordinance shall become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 23rd day of January, 2018, and **PASSED** on Second and Final Reading the 30th day of January, 2018.

GINGER NELSON, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Exhibit "A"

AGREEMENT BETWEEN CITY OF AMARILLO, TEXAS
AND
AMARILLO HABITAT FOR HUMANITY, INCORPORATED

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This Agreement made by and between the CITY OF AMARILLO, TEXAS, a home rule municipal corporation, herein called "City", and AMARILLO HABITAT FOR HUMANITY, INCORPORATED, hereinafter called "Habitat";

WITNESSTH:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions by which the City shall convey real property for the purpose of developing single family housing affordable to low income households.

II. CONVEYANCE OF REAL PROPERTY

The City agrees to convey specific real property within the City of Amarillo, Potter County, Texas, for the purpose of improving the lots conveyed and increasing the conditions and value of the surrounding subdivision. The specific property to be conveyed by the City is described in Exhibit "A", attached hereto and incorporated by reference. The property is conveyed and executed under the explicit authorization of the City Council of the City of Amarillo, Texas, and pursuant to authority granted by Texas Local Government Code, Section 253.011 and Section 272.001.

III. TERM OF CONTRACT

The term of this Agreement shall begin January 23, 2018 and end January 23, 2022 unless the housing project is not completed and an extension of time is granted by the City Council.

IV. INDEMNITY

HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES,

LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON(S) OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF HABITAT OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT. HABITAT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, WHETHER SUCH ACT OR OMISSION WAS THE SOLE PROXIMATE CAUSE OF THE INJURY, DAMAGE, OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF HABITAT OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND HABITAT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

Habitat agrees that it will indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When City so desires, Habitat shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Habitat shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. The Habitat shall have exclusive control of and the exclusive right to control the details for the services and work performed hereunder, and all persons performing the same, including being

solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors. The doctrine of respondeat superior shall not apply as between City and Habitat, its officers, agents, employees, contractors, and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between City and Habitat. No person performing any work hereunder shall be considered an officer, agent, servant, or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Habitat shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, and liabilities applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods, or details of Habitat's work. Habitat shall assume exclusive responsibility for the work. Habitat is entirely free to do the work in its own way.

VI. APPLICABLE LAWS, ORDINANCES

Habitat shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City. Habitat hereby agrees as follows:

- A. Habitat will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.
- B. Habitat will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.
- C. Habitat shall obtain and maintain documentation evidencing that program beneficiaries meet Habitat for Humanity International's ("International") program income eligibility criteria. Habitat shall further comply with the retention of records as specified by International.
- D. No officer, employee or board member of Habitat shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to Habitat of any land, materials, supplies or services purchased with any funds transferred hereunder, except

on behalf of Habitat as an officer, employee, member, or program participant.

- E. Habitat will construct housing that is valued at no more than 95% of Amarillo's median purchase price as specified in Section 203(b) of HUD's FHA single family mortgage insurance program. Housing must also pass HUD's Housing Quality Standards and the City's Homebuyer Assistance Program construction requirements.
- F. Habitat shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through E. Habitat shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. Habitat shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. These records will be made available to the City for audit purposes and will be retained for four (4) years after the expiration of this Agreement unless permission to destroy them is granted by the City.

VII. PROGRAM INCOME

It is agreed and understood that there will be no program income generated as a result of this Agreement with the exception of mortgage related income, if any.

VIII. PROJECT REPORTS

Yearly status reports are to be prepared by Habitat and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of Habitat for Humanity acquired assets shall be submitted to the City in regard to the LEE GREEN'S ADDITION, LOTS 001-006, BLOCKS 0003, aka 900-910 S.E. 21st Ave., in a form suitable to the City, on an annual basis and at the end of the Agreement.

IX. SOVEREIGN IMMUNITY

By executing this contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

X. ATTORNEY FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §§37.001, et seq.), the parties hereto agree to waive any and all rights to recovery of attorney fees to which the prevailing party might otherwise be entitled.

XI. DEFAULT PROVISION

In the event that either Habitat or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Habitat and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and Habitat have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by mutual consent of Habitat and City in writing.

XII. RELEASE

HABITAT HEREBY RELEASES, RELINQUISHES, ACQUITS, AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH HABITAT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

XIII. THIRD-PARTY BENEFICIARY

The City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

XIV. AUTOMATIC REVERSION

Habitat and City explicitly agree that this conveyance complies with the conditions of Texas Local Government Code, Section 253.011 and Section 272.001. If, for any reason, Habitat at any time fails to use the property for the public purpose in the manner for which it was conveyed, the property shall automatically revert to the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the ____ day of _____, 2018.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

ATTEST:

Frances Hibbs, City Secretary

AMARILLO HABITAT FOR
HUMANITY, INCORPORATED

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of AMARILLO HABITAT FOR HUMANITY, INCORPORATED, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2018.

Notary Public, State of Texas



December 1, 2017

Andrew Freeman, EDFP
C/O: City of Amarillo Office of Economic Development
509 S.E. 7th Avenue
Amarillo, TX 79101

Dear Mr. Freeman,

On behalf of Amarillo Habitat for Humanity, we would humbly request your consideration in donating the following lots to our work in the community:

- 900 SE 21st Ave - LEE GREEN'S ADDN, LOT 001 BLOCK 0003
- 902 SE 21st Ave - LEE GREEN'S ADDN, LOT 002 BLOCK 0003
- 904 SE 21st Ave - LEE GREEN'S ADDN, LOT BLOCK 0003, 3 EXC E 15FT
- 906 SE 21st Ave - LEE GREEN'S ADDN, LOT BLOCK 0003, 4 EXC W 5FT
- 908 SE 21st Ave - LEE GREEN'S ADDN, LOT 005 BLOCK 0003
- 910 SE 21st Ave - LEE GREEN'S ADDN, LOT 006 BLOCK 0003

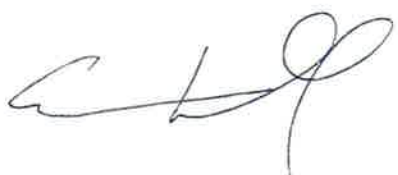
Donating this property is in accordance with the City of Amarillo's plans to invest into the Barrio neighborhood. Amarillo Habitat for Humanity builds affordable, single-family homes for families that qualify and complete the approximately two-year program. Not only does our program address Potter County's lack of affordable housing options, but it empowers individuals to become first-time homeowners.

Each Habitat family holds a mortgage and pays property taxes and insurance. Habitat is able to keep the homes affordable by providing 25-30 year, mortgage loans at 0% interest. Historically, payments on our homes have ranged between \$400-\$600/month. Our program is a tremendous opportunity for underserved populations that are unable to qualify for traditional mortgages. Habitat can make the dream of homeownership a reality, and in partnership with the City of Amarillo, we can revitalize a neighborhood.

This undeveloped property in the Lee Green's Addition is an ideal partnership between our two entities. At this time, we see the potential to build 6-7 residential homes on this property within the next four years. Attached is a map of the lots requested as well as pictures that demonstrate the quality of our homes and how they transform an empty lot.

If you have any further questions or need further documentation to consider this request, please do not hesitate to contact us at (806) 383-3456 or at director@amahfh.org.

Sincerely,



Andrew Hall
Board President
Amarillo Habitat for Humanity



Alason Moorhead
Executive Director
Amarillo Habitat for Humanity

We build homes, communities & hope.

Habitat for Humanity Lot Request - 6 lots outlined in red



We build homes, communities & hope.



Glenwood Addition Before



Glenwood Addition After

2700 S. Wilson Amarillo, TX 79103 | office (806) 383-3456 | fax (806) 383-3465
www.amarillohabitat.org

We build homes, communities & hope.



Glenwood Addition After



2700 S. Wilson Amarillo, TX 79103 | office (806) 383-3456 | fax (806) 383-3465
www.amarillohabitat.org

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

QUITCLAIM DEED WITH REVERTER

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

The undersigned, **CITY OF AMARILLO, TEXAS**, a Texas Home Rule Municipal Corporation, 509 S.E. Seventh Avenue, Amarillo, Texas 79105 of Potter County, Texas, hereinafter referred to a “Grantor”, whether one or more, for and in consideration of Grantee herein named to use the property in a manner that primarily promotes a public purpose of the City of Amarillo in accordance with Section 253.011 of the Texas Local Government Code. The public purpose is the development of affordable housing for the citizens of Amarillo, Texas. The Grantor has QUITCLAIMED, and by these presents does QUITCLAIM unto **AMARILLO HABITAT FOR HUMANITY, INC.**, 2700 S. Wilson, Amarillo, TX 79103, herein referred to as “Grantee”, whether one or more, the real property (the “Property”) described as follows:

Being all of the following:

LOT ONE (001), BLOCK THREE (0003),
LOT TWO (002), BLOCK THREE (0003),
LOT THREE (003), BLOCK THREE (0003), EXC E. 15 FT.,
LOT FOUR (004), BLOCK THREE (0003), EXC W. 5 FT.,
LOT FIVE (005), BLOCK THREE (0003), AND
LOT SIX (006), BLOCK THREE (0003),

LEE GREEN’S ADDITION, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, recorded in the Deed Records of Potter County, Texas.

BY EXECUTING THIS QUITCLAIM DEED, THE GRANTOR AND THE GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY “**AS IS**” WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY THE CITY OF AMARILLO, TEXAS THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. THE GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT

RELYING UPON ANY REPRESENTATION MADE BY THE CITY OF AMARILLO WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING UPON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE ALSO RECOGNIZES BY AGREEING TO PURCHASE THE PROPERTY "AS IS" THAT GRANTEE AGREES TO MAKE GRANTEE'S OWN APPRAISAL OF THE PROPERTY AND TO ACCEPT THE RISK THAT GRANTEE MAY BE WRONG. THE GRANTOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE PROPERTY SOLD. IN NO EVENT SHALL A GRANTEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE GRANTEE WILL TAKE THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THE PROPERTY IS ACCEPTED "AS IS" AND WITH ALL FAULT. PROVISIONS OF THIS PARAGRAPH SURVIVE THE CLOSING.

In accordance with Section 253.011 of the Texas Local Government Code, the ownership of the above-referenced property automatically reverts back to the Grantor in the event the Grantee at any time fails to use the property to promote the public purpose of developing affordable housing.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the Grantee, and Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this ____ day of _____, 2018.

GRANTOR

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledge before me on the ____ day of _____, 2018, by Jared Miller, City Manager, City of Amarillo, Texas.

Notary Public, State of Texas

ACCEPTED BY GRANTEE

AMARILLO HABITAT FOR HUMANITY, INC.

By: _____

THE STATE OF TEXAS	§
	§
COUNTY OF POTTER	§

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of AMARILLO HABITAT FOR HUMANITY, INC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2018.

Notary Public, State of Texas



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 30, 2018	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, PE		

Agenda Caption

CONSIDER AWARD – Bid #5973/Job #530021 – FY 16/17 - FY 20/21 COMMUNITY INVESTMENT PROGRAM I-40 & Sunrise Drive Sanitary Sewer Main Extension
West Texas Utility Contractors, Inc. - \$142,836.00

Agenda Item Summary

Bid #5973/Job #530021 – FY 16/17 - FY 20/21 COMMUNITY INVESTMENT PROGRAM

This item is to consider award of the construction contract for the installation of a new 16-inch sanitary sewer main with corresponding appurtenances to facilitate initial infrastructure needs in the area including the East Gateway Tax Increment Reinvestment Zone (TIRZ).

Requested Action

Consider approval and award to West Texas Utility Contractors, Inc. - \$142,836.00

Funding Summary

Funding for this project is available in the Project Budget Number 530021.17400.2040. This project was approved in the FY 16/17 - FY 20/21 Community Investment Program Budget. The construction expenses for this project are funded from the water and sewer revenue bonds issued in May of 2017.

Community Engagement Summary

This project will have a Level 1, modest impact. City staff will update the public with press releases and public announcements before and during the project.

Staff Recommendation

City staff is recommending approval and award of the contract.

Bid No. 5973 FY 2017-2021 Community Investment Program I-40 & Sunrise Drive Sanitary Sewer Main Extension
Opened 4:00 p.m., January 11, 2018

To be awarded as one lot		West Texas Utility Contractors		LA Fuller and Sons Construction LTD		Amarillo Utility Contractors	
Line 1 Preparing the Right of Way or Project Site: Concrete slab removal including walks, drives, valleys, etc and saw cuts where necessary, (COA 3.03), complete, per specifications							
10 sy	Unit Price	\$85.700		\$400.00		\$100.000	
	Extended Price		857.00		4,000.00		1,000.00
Line 2 Four inch (4") concrete flatwork (sidewalks) reinforced with 6x6-W1.4xW1.4 welded wire mesh on a one inch (1") sand cushion including all necessary earthwork and subgrade preparation, (COA 4.10), installed complete, per specifications							
10 sy	Unit Price	\$162.700		\$123.00		\$100.000	
	Extended Price		1,627.00		1,230.00		1,000.00
Line 3 Furnish, install, and maintain Trench Safety System complying with OSHA rules and regulations, per specifications							
1 ls	Unit Price	\$11,305.000		\$3,540.00		\$1,000.000	
	Extended Price		11,305.00		3,540.00		1,000.00

To be awarded as one lot		West Texas Utility Contractors		LA Fuller and Sons Construction LTD		Amarillo Utility Contractors	
Line 4 Furnish and install four (4') foot diameter fiberglass manhole, per specifications							
1 ea							
Unit Price		\$9,315.000		\$13,897.00		\$20,000.000	
Extended Price		9,315.00		13,897.00		20,000.00	
Line 5 Tie into existing manhole, per specifications							
1 ea							
Unit Price		\$1,002.000		\$8,296.00		\$6,000.000	
Extended Price		1,002.00		8,296.00		6,000.00	
Line 6 Furnish and install 10-inch restrained joint gravity sewer pipe through casing, per specifications							
323 lf							
Unit Price		\$81.000		\$40.00		\$94.000	
Extended Price		26,163.00		12,920.00		30,362.00	
Line 7 Furnish, install, and maintain Traffic control plan, (COA 9.04), complete, per specifications							
1 ea							
Unit Price		\$4,896.000		\$14,156.00		\$10,000.000	
Extended Price		4,896.00		14,156.00		10,000.00	

To be awarded as one lot		West Texas Utility Contractors	LA Fuller and Sons Construction LTD	Amarillo Utility Contractors
Line 8 Mobilization/Demobilization including insurance, payment bond, performance bond, maintenance bond and related ancillary costs. (Shall not exceed five percent (5%) of the total construction cost)(COA 10.01), per specifications				
1	ls			
	Unit Price	\$5,221.000	\$6,998.85	\$8,000.000
	Extended Price	5,221.00	6,998.85	8,000.00
Line 9 Erosion Control Plan, (COA 10.02) prepared and installed complete, per specifications				
1	ls			
	Unit Price	\$700.000	\$1,300.00	\$800.000
	Extended Price	700.00	1,300.00	800.00
Line 10 Seeding and Hydromulch, (COA 10.04), complete, per specifications				
0	ac			
	Unit Price	\$20,000.000	\$11,861.00	\$15,000.000
	Extended Price	3,000.00	1,779.15	2,250.00
Line 11 Bore and Shove/Pull 16" steel casing pipe (.375 wall thickness), (COA 10.05), installed complete, per specifications				
315	lf			
	Unit Price	\$250.000	\$367.00	\$350.000
	Extended Price	78,750.00	115,605.00	110,250.00
Bid Total		142,836.00	183,722.00	190,662.00

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 30, 2018	Council Priority	Public Safety
Department	Radio Communications		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

CONSIDER APPROVAL OF THE COMMUNICATIONS SYSTEM AGREEMENT WITH AMARILLO COLLEGE

Agenda Item Summary

This agreement will authorize Amarillo College to operate on the City of Amarillo NEXGEN Radio Communications System with applicable infrastructure support fees assessed per the agreement.

Requested Action

Request City Council approve the Communications System Agreement; System Subscriber – Amarillo College. The agreement will ensure interoperability between the City of Amarillo and Amarillo College for day-to-day and emergency operations, enhancing overall coordination of the community response to crisis situations.

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the Communications System Agreement with Amarillo College.

COMMUNICATIONS SYSTEM AGREEMENT

SYSTEM SUBSCRIBER – AMARILLO COLLEGE

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 College (“USER”)**, acting herein by and through its duly authorized Chief of Police, individually referred to as a “party,” collectively referred to herein as the “parties.” The COA or City shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

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

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

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

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

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

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

1. GRANT OF LICENSE

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

2. TERM

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

3. COMPENSATION

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

4. LIABILITY

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

5. INDEPENDENT CONTRACTOR

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

6. NON-APPROPRIATION OF FUNDS

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

7. RIGHT TO AUDIT

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

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

8. ASSIGNMENT

This Agreement is not assignable.

9. NO WAIVER

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

10. GOVERNMENTAL POWERS/IMMUNITIES

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

11. AMENDMENTS

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

12. SEVERABILITY

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

13. CONFIDENTIAL INFORMATION

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

14. FORCE MAJEURE

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

15. NOTICES.

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

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

Amarillo College
Attn: Stephanie Birkenfeld, Chief of Police
P.O. Box 447
Amarillo, TX 79178
Facsimile: (806) 371-5376

With copy to the City Attorney
at same address

16. GOVERNING LAW / VENUE

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

17. SIGNATURE AUTHORITY

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

18. ENTIRETY OF AGREEMENT

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

19. COUNTERPARTS.

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

EXECUTED IN MULTIPLE ORIGINALS on this the ____ day of _____, 20____.

CITY OF AMARILLO:

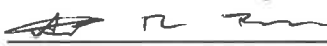
By: _____
Jared Miller
City Manager

Date: _____

AMARILLO COLLEGE:

By: _____
Steven G. Smith
Vice President of Business Affairs

Date: 1/24/2018

By: _____
Stephanie Birkenfeld
Chief of Amarillo College Police

Date: 1-25-18

ATTEST:

By: _____
Frances Hibbs
City Secretary

EXHIBIT A

CATEGORY 1, TERMS OF USE

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

TERMS OF USE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPLICABLE FEES; TERMINATION; REFUNDS

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

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

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

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

COMPLIANCE WITH LAWS

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

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

[End of Document]

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 30, 2018	Council Priority	Community Appearance
Department	Planning		
Contact	AJ Fawver		

Agenda Caption

Aviation Clear Zone Easement, being 3,800 feet above mean sea level above the plat of Amarillo Boulevard East Addition Unit No. 7, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Amarillo Boulevard East Unit No. 7.

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 than 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 3,800 feet above mean sea level for the plat of Amarillo Boulevard East Unit No. 7.

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.

Amarillo City Council

Agenda Transmittal Memo



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 17-16.

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Cuong Lam, 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 3,800 feet above mean sea level above the plat of Amarillo Boulevard Unit No. 7, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigned, 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 assigned, 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 3,800 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 3,800 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

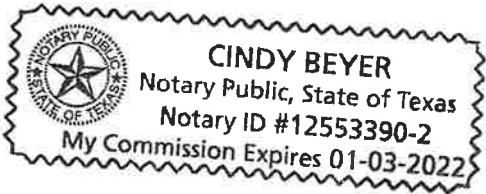
instrument, this easement shall be considered the dominant estate on the above-referenced property.

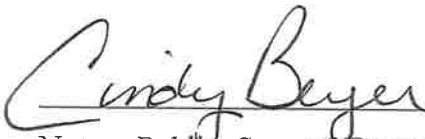
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 3rd day of January, 2018


Cuong Lam

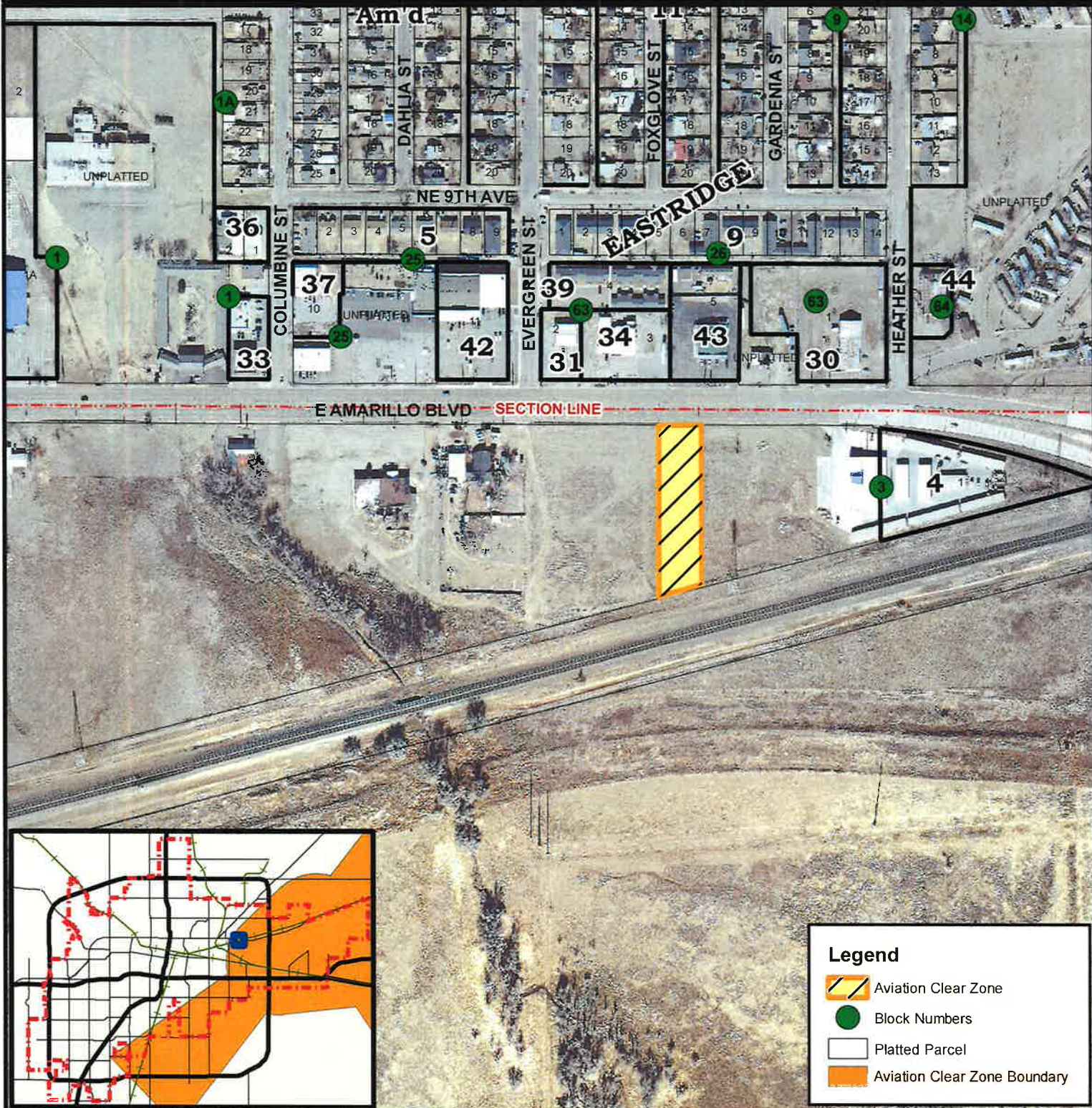
THE STATE OF TEXAS §
COUNTY OF POTTER §

This instrument was acknowledged before me on this the 3rd day of January, 2018, by Cuong Lam.



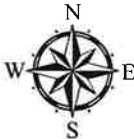

Notary Public, State of Texas

CASE ACZ-17-16
AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 342 feet
Date: 1/23/2018



Aviation Clear Zone Easement, being 3,800 feet above mean sea level above the plat of Amarillo Boulevard East Addition Unit No. 7, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

Developer: Cuong Lam

Vicinity: E Amarillo Blvd. & Heather St.

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



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 30, 2018	Council Priority	Regular Agenda Item – Public Hearing
Department	Planning Department		
Contact	Cody Balzen		

Agenda Caption

Public hearing to gather comments for and against annexation of a 91.334 acre property situated south of the city limits, and located near the southwest corner of the intersection of South Georgia Street and West Loop 335, and extending west/southwest along West Loop 335.

Agenda Item Summary

City staff was presented with a petition for annexation of the property described above toward the end of 2017. City staff has met internally and with the applicant to discuss the annexation and timeline.

The annexation is for property described above and specifically shown in the attached exhibits. The property in question is entirely vacant. Barstow Drive is currently being built within this proposed annexation area and will be accepted by the City once it meets the required specifications and is annexed into the city limits. Barstow Drive will connect the City View Estates subdivision to Loop 335.

Once all documents were acquired for processing, the following calendar of annexation proceedings was adopted, as prescribed under Chapter 43 of the Local Government Code.

First public hearing	January 30, 2018
Second public hearing	February 13, 2018
Introduction of annexation ordinance, on first reading	March 6, 2018
Adoption of annexation ordinance, on second reading	March 13, 2018

The Local Government Code authorizes cities to annex sparsely occupied areas on petition of the area’s landowner(s). This section (43.028) applies to the annexation of areas that meet the following criteria:

- 1) Is one-half mile or less in width;
- 2) Is within the ETJ (Extra-Territorial Jurisdiction) of the city;
- 3) Is vacant and without residents or on which fewer than three qualified voters reside;
- 4) Is contiguous to the annexing city.

Staff asserts that there is a public interest in proceeding as proposed, as:

- the City of Amarillo’s policy is not to pursue involuntary annexation; and,
- annexation enables communities to include property at or before development occurs, making this a prudent decision as knowledge exists that the property proposed for annexation is intended to be developed in the near future.

Amarillo City Council

Agenda Transmittal Memo



Staff has been working to correct minor issues with the property description with the applicant, and preparing the legal documents and service plan, as required. A draft of the service plan will be available at the hearing, in compliance with Local Government Code, Section 43.056(j).

Requested Action

For this hearing, no action is required, other than to open the matter for public hearing to interested parties in accordance with Local Government Code, Section 43.0561.

Funding Summary

N/A

Community Engagement Summary

As required by the Local Government Code, Section 43.0561, written notices were sent to utility companies, the property owner, and ISDs in the area. Public notice was published in a newspaper of general circulation, notifying the public of this hearing, on January 17th. Public notice was also published to the City of Amarillo’s website on January 18th.

Community Impact: Level 1 – Modest on selected area and/or community group.

Staff Recommendation

No recommendation is necessary at this time, as no action will be taken.

Attachments

1. Map of area
2. Full legal description
3. Annexation petition
4. City of Amarillo Service Plan for the Annexation Area

EXHIBIT "A"

ANNEXATION TO CITY OF AMARILO

DESCRIPTION

A 91.334 acre tract of land being a portion of a tract of land as described in that certain Warranty Deed recorded under Clerk's File No. 01 16302 of the Official Public Records of Randall County, Texas, a portion of a tract of land as described in that certain Warranty Deed recorded under Clerk's File No. 2013000574 of the Official Public Records of Randall County, Texas, portions of Highway Rights-of-Ways of Loop Highway No. 335, as described in those certain Rights-of-Ways Easements recorded in Volume 315, Page 356 and Volume 357, Page 334, both of the Deed Records of Randall County, Texas, portions of Highway Right-of-Way of Loop Highway No. 335, as described in those certain Highway Right-of-Way Deeds recorded under Clerk's File No.'s 2014000756, 2013021949, 2013021948, and 2013022337, all of the Official Public Records of Randall County, Texas, and a portion of that certain "Vacated" Road Right-of-Way known as Hollywood Road, as described in that certain City of Amarillo's Ordinance No. 6626, recorded under Clerk's File No. 02 19952 of the Official Public Records of Randall County, Texas, all situated in Sections 231 and 232, Block 2, A.B. & M. Survey, Randall County, Texas, said tract of land determined from various surveys by Robert Keys and Associates from April, 2004 to present, and being further described by metes and bounds as follows:

Commencing at the common west corner of said Sections 231 and 232;

Thence N. 89° 49' 42" E., (Directional Control GPS Observation WGS-84), 1270.00 feet along the common line of said Sections 231 and 232 to the northwest and **BEGINNING CORNER** of this tract of land;

Thence N. 89° 49' 42" E., 2760.31 feet along the common line of said Sections 231 and 232 and the existing city limits line of the City of Amarillo, as described in that certain Ordinance No. 6742, dated July 8, 2004, and Ordinance No. 7084, dated March 4, 2008 to the beginning of a curve to the right with a radius of 3944.83 feet;

Thence Northeasterly, along said existing city limits line, an arc distance of 486.82 feet with a chord of N. 86° 17' 35" E., 486.51 feet to the end of said curve;

Thence N. 89° 49' 42" E., 710.81 feet along said city limits line to the northeast corner of this tract of land, from whence the common east corner of said Sections 231 and 232 bears South, 30 feet and East 60 feet;

Thence S. 00° 24' 51" W., 379.54 feet to the most easterly southeast corner of this tract of land being in the east line of Lot 4, Block 1, Gouldy Acres Unit No. 1, a suburban subdivision of the City of Amarillo, according to the map or plat thereof, of record in Volume 776, Page 376 of the Deed Records of Randall County Texas and same being the most easterly southeast corner of a 0.8628 acre tract of land as described in that certain Highway Right-of-Way Deed recorded under Clerk's File No. 2014000756 of the Official Public Records of Randall County, Texas;

Thence N. 45° 13' 57" W., 106.12 feet along the southerly line of said 0.8628 acre tract of land and same being the southerly right-of-way line of said Loop Highway No. 335;

Thence S. 89° 48' 06" W., 635.76 feet along the south right-of-way line of said Loop Highway 335 as described in that certain Highway Right-of-Deed recorded under said Clerk's File No. 2014000756 to the beginning of a curve to the left, with a radius of 3646.81 feet;

Thence Southwesterly, along said curve and southerly right-of-way line of said Loop Highway 335, as described in that certain Highway Right-of-Deed recorded under said Clerk's File No. 2014000756, an arc distance of 551.98 feet with a chord of S. 85° 29' 13" W., 551.45 feet;

Thence S. 00° 15' 46" E., 531.98 feet along the west line of Lot 9, Block 2, of said Gouldy Acres Unit No. 1 to the most southerly southeast corner of this tract of land and same being the beginning of a curve to the left with a radius of 3119.83 feet;

Thence Southwesterly, along said curve, an arc distance of 861.47 feet with a chord of S. 71° 46' 50" W., 858.73 feet to the end of said curve;

Thence S. 63° 49' 15" W., 588.81 feet to the beginning of a curve to the right with a radius of 4519.83 feet;

Thence Southwesterly, along said curve, an arc distance of 1391.26 feet with a chord of S. 72° 40' 57" W., 1385.77 feet to the end of said curve;

Thence N. 00° 08' 00" W., 860.31 feet along the existing city limits line of the City of Amarillo as described in that certain Ordinance No. 5097 dated August 11, 1981;

Thence N. 01° 38' 30" W., 921.33 feet along the existing city limits line of the City of Amarillo as described in that certain Ordinance No. 4398 dated March 25, 1975 to the **POINT OF BEGINNING**.

NOTE: This metes and bounds description is for annexation purposes only, and not surveyed on the ground at this time, but prepared from previous surveys and record documents. It cannot be used for any other purpose.

See Exhibit "B" Sketch,
Job No. 20140210



Robert Keys & Associates

Surveying / Mapping / Planning
7106 S. Bell Street, Amarillo, Texas 79109
Voice: (806) 352-1782 Fax: (806) 352-1942
Texas Firm No. 10034400

EMAIL: rka@keyssurveying.com
Web Site: www.keyssurveying.com
Prepared: December 19, 2017

**Robert E.
Keys**

Digitally signed by Robert E. Keys
DN: cn=Robert E. Keys, o=Robert
Keys and Associates, ou,
email=rkeys@keyssurveying.com,
c=US
Date: 2017.12.19 10:04:33 -06'00'

Registered Professional Land Surveyor



FOR OFFICE USE ONLY	
CASE NO.: _____	FILING FEE RECEIPT NO.: _____
SUBMITTAL DATE: _____	INITIAL: _____

VOLUNTARY ANNEXATION APPLICATION

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

MINIMUM SUBMITTAL REQUIREMENTS:

- ☐ Application provided by City of Amarillo completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☐ Annexation petition provided by City of Amarillo with notarized signature(s).
- ☐ Map of the subject property.
- ☐ A legal description of the property (including a survey, field notes or legal description with subdivision, lot and block) labeled as Exhibit A.
- ☐ Ownership Documents. A clean copy of recorded warranty deed or other document(s) verifying ownership of all property to be annexed. If the property is owned by a partnership, corporation, trust, or other entity, documents demonstrating signatory's authority to sign petition on behalf of entity must be included.
- ☐ One digital copy of all of the above. Upload to our FTP site by following the instructions found on our website: www.amarillo.gov/?page_id=7.
- ☐ If designating a representative, the affidavit designating representative with notarized signature(s).

Property Owner(s): Happy Horizons Properties, LP William C. Boyce, Jr. Trust *Roth IRA*

Address: 3905 S. Bell, Suite B, Amarillo, Texas 79109

Address: _____

Telephone: (806) 680-6288 **Email:** matt@rockroseamarillo.com

Telephone: () **Email:** _____

Acreage of property: 89.40 acres **Number of lots and proposed use:** _____

Check one:

- ☐ I will represent my application and petition before city staff and the City Council.
- ☒ I hereby authorize the person named in the attached affidavit to act as my representative in this application before city staff and the City Council.

Happy Horizons, Inc. GP
Suzanne Boyce, President
Owner of record signature

William C. Boyce, Jr. Roth IRA Trust
by: Suzanne Boyce, Trustee

Please note: The signature of owner authorizes the City of Amarillo staff to visit and inspect the property that is subject to this application. The representative is the official contact person for this project and the single point of contact. All correspondence and communication – and responsibility for responding to same – will be conducted with the representative.



FOR OFFICE USE ONLY
CASE NO.: _____ FILING FEE RECEIPT NO.: _____
SUBMITTAL DATE: _____ INITIAL: _____

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF AMARILLO, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive any requirement to be offered a development agreement pursuant to Section 43.035, and petition your honorable Body to extend the present city limits so as to include as part of the City of Amarillo, Texas, the territory described in the attached Exhibit A, including a survey, field notes or legal description with subdivision, lot and block.

We certify that the above described tract of land is contiguous and adjacent to the City of Amarillo, Texas, falls within Randall County, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

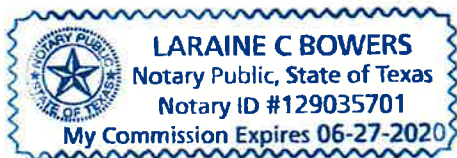
Signed: Happy Horizons, Inc. GP
Suzanne Boyce, President
William C. Boyce, Jr. Roth IRA Trust
Signed: by: Suzanne Boyce, Trustee
Signed: _____

THE STATE OF TEXAS

COUNTY OF Randall

BEFORE ME, the undersigned authority, on this day personally appeared Suzanne Boyce, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21st day of September, 2017



Laraine C Bowers
Notary Public in and for Randall County, Texas.



AFFIDAVIT DESIGNATING REPRESENTATIVE

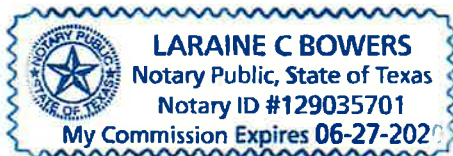
AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, <u>Suzanne Boyce</u> , make this affidavit and hereby on oath state that:			
I, being the ☒ sole ☐ partial owner of the following property:			
0 S Loop 335 West	Amarillo	Texas	79109
Property Address	City	State	Zip
806-680-6288	matt@rockroseamarillo.com		
Phone	Email		
Legal description of property (can be found on property tax statement or at www.prad.org : Please reference the following PRAD account numbers: R-200-2320-1205.0, R-200-2320-1210.0, R-200-2320-2000.0			
give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Amarillo on the above-described property. Robert Keys & Associates			
Representative's organization or entity (printed)			
Signed this <u>21st</u> day of <u>September</u> , 20 <u>17</u> . <u>Happy Housons, Inc. G.P.</u> <u>Suzanne Boyce, President</u>			
Signature of Property Owner			

Notary Public Information:

THE STATE OF TEXAS, COUNTY OF Randall

BEFORE ME, the undersigned authority, this day personally appeared Suzanne Boyce
and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO
AND SUBSCRIBED before me on this the 21st day of September, 20 17.



Laraine C Bowers
Notary Public, State of Texas



AFFIDAVIT DESIGNATING REPRESENTATIVE

AFFIDAVIT IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES – FOR MULTIPLE PROPERTY OWNERS, SUBMIT ONE AFFIDAVIT PER OWNER

I, <u>Suzanne Boyce</u> , make this affidavit and hereby on oath state that:			
I, being the ☒ sole ☐ partial owner of the following property:			
Property Address	City	State	Zip
0 S Loop 335 West	Amarillo	Texas	79109
806-680-6288	matt@rockroseamarillo.com		
Phone	Email		
Legal description of property (can be found on property tax statement or at www.prad.org):			
Please reference the following PRAD account numbers: R-200-2320-1205.0, R-200-2320-1210.0,			
R-200-2320-2000.0			
give my permission to below named representative, to apply for approval of an application (attach to application) to the City of Amarillo on the above-described property.			
Robert Keys & Associates			
Representative's organization or entity (printed)			
Signed this <u>21st</u> day of <u>September</u> , 20 <u>17</u> .			
<u>William C. Boyce, Jr. Roth IRA Trust</u>			
by: <u>Suzanne Boyce, Trustee</u>			
Signature of Property Owner			

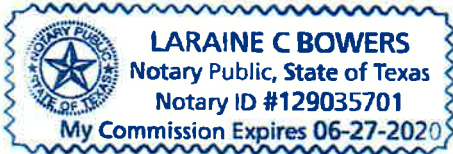
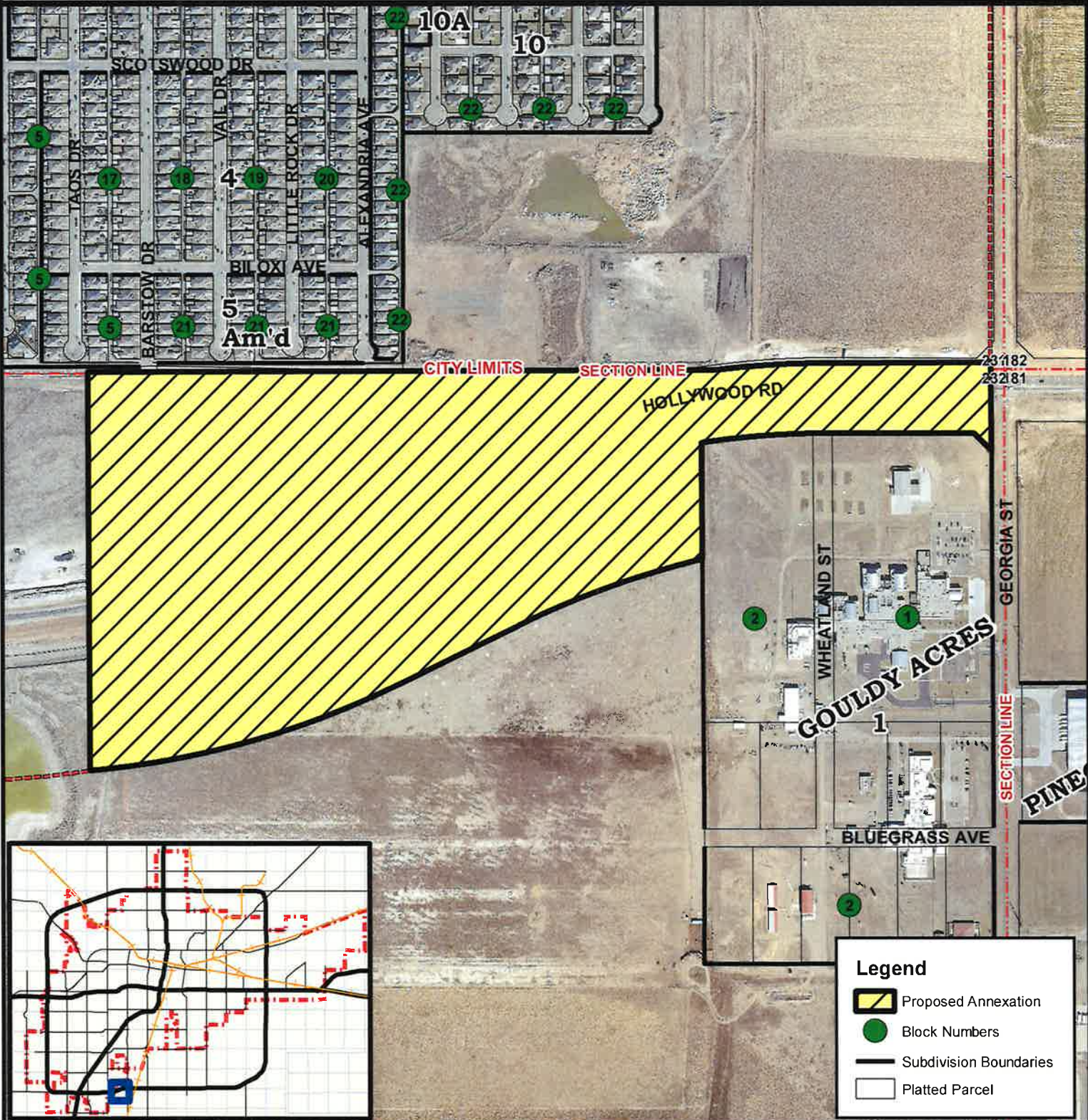
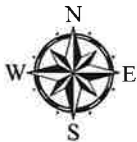
Notary Public Information:	
THE STATE OF TEXAS, COUNTY OF <u>Randall</u>	
BEFORE ME, the undersigned authority, this day personally appeared <u>Suzanne Boyce</u>	
and on oath stated that the facts hereinabove are true to the best of their knowledge or belief. SWORN TO	
AND SUBSCRIBED before me on this the <u>21st</u> day of <u>September</u> , 20 <u>17</u> .	
	<u>Laraine C Bowers</u> Notary Public, State of Texas

EXHIBIT "B"



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 600 feet
Date: 1/17/2018



ANNEXATION INTO THE CITY OF AMARILLO, RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS A 91.34 ACRE TRACT LOCATED SOUTHEAST OF THE CITY, WEST OF THE INTERSECTION OF SOUTH GEORGIA STREET AND WEST LOOP 335 SOUTH, SITUATED IN SECTION 231 & 232, BLOCK 2, A.B.&M. SURVEY, AND EXTENDING WEST/SOUTHWEST ADJACENT TO THE NORTHERN LINE OF SECTION 232 FOR A DISTANCE OF 4012.31'

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.

MUNICIPAL SERVICE PLAN

1. The property owners petitioned to annex their real property, which is contiguous to the City located approximately Southeast of the City, West of the Intersection of South Georgia Street, and West Loop 335 South, Randall County, Texas, described as Section 231 and 232, Block 2, A.B.&M. survey, and extending West/Southwest adjacent to the Northern line of Section 232 for a distance of 4013.31'.

Before publication notice of the first annexation hearing mandated under the Texas Government Code, Section 43.0561, the City of Amarillo, Texas is required to prepare a Municipal Service Plan to inventory the types of services currently provided for Amarillo citizens, existing services for the proposed annexed property, and how the City will provide the annexed property the same services as those property owners within the corporate city limits.

2. In compliance with Texas Government Code, Section 43.056, the following municipal services will be provided in the annexed area, provided the City Council annexes such property into the corporate city limits of Amarillo, Texas.

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 12, located at 3100 SW 58th. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention and fire inspection activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Randall County Sheriff's Office. However, upon annexation, the City of Amarillo Police Department (APD) will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide code enforcement services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Amarillo. This

can be provided within the current Department of Building Safety budget and staff appropriations.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance. These services can be provided within the department's current budget and staff appropriations.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Bi-City-County Health District will implement the enforcement of the City of Amarillo's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department personnel and within the current budget appropriation. In addition, Animal Control services will be provided to the area as needed.

STREETS

Existing Services: County & TxDOT Street Maintenance

Services to be Provided: Maintenance to any future street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period. Any future maintenance will require a budget increase, based upon the number of lane miles of streets and alleys installed as part of future development. Construction of any streets or alleys in the future shall comply with the City of Amarillo's standard specifications.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be jointly inspected by the Capital Projects and Public Works Department at time of completion. Construction of all storm water drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the drainage upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: After the effective date of annexation, the City of Amarillo Traffic Engineering Department will provide additional traffic control devices deemed necessary for public safety by that Department. Traffic controls shall be on a level comparable to that provided for other areas of the City with similar roads, topography, land use, population densities, degrees and nature of development, traffic patterns, and other factors influencing the flow of traffic in the area. Traffic counts and other studies will be conducted as warranted in accordance with the City's current policy.

WATER SERVICE

Existing Services: If the property is platted as a whole, as shown on map, an existing 30" water main runs along the north side of the property.

Services to be Provided: If property is subdivided water main extensions would be the responsibility of the developer. Water service to the area will be provided by developer in accordance with the applicable City codes and departmental policy. When other property develops in the adjacent area, water service shall be provided by developer in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: If the property is platted as a whole, as shown on map, an existing 42" sanitary sewer main runs along the northeast side of the property.

Services to be Provided: If property is subdivided sanitary sewer extensions would be the responsibility of the developer. Sanitary sewer service to the area of proposed

annexation will be provided by developer in accordance with applicable City codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided by developer in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: After annexation, solid waste collection shall be provided to the area of annexation in accordance with the present City ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The use of the City's sanitary landfill will also be provided to all residents of the proposed annexed area on the same basis as those residents currently living within the City limits.

TRANSIT

Existing Services: None

Services to be Provided: The Americans with Disabilities Act service area adopted in 1992 by the COA is defined as the City boundaries west of Lakeside. Expansion requires Amarillo City Transit to pick up and drop off eligible passengers in this area. Fixed route service is not required.

PARKS & RECREATION

Existing Services: None

Services to be Provided: Upon the effective date of annexation, all resident privileges will be available to anyone residing in this area for all city offered parks & recreation programs and services city wide. These privileges can be provided within the current budget appropriation. City View School Park will be the closest neighborhood park, approximately five blocks due North from designated annexation.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	January 30, 2018	Council Pillar	Public Safety
Department	Police		
Contact	Ed Drain, Police Chief		

Agenda Caption

PRESENTATION AND CONSIDERATION OF ORDINANCE
(Contact: Ed Drain, Police)

This is the first reading of an ordinance to consider reducing the number of sworn positions at the Amarillo Police Department.

Agenda Item Summary

This ordinance identifies that the essential job functions of the Crime Scene Technician and the Digital Media Specialist do not require a license issued by the Texas Commission on Law Enforcement; and that the job functions of the aforementioned positions can be performed by non-sworn personnel at a savings to the Amarillo Police Department. Approval of this ordinance authorizes the City to remove two police officer positions from the authorized positions.

Requested Action

Conduct the first reading of the Ordinance on January 30, 2018. The final reading is scheduled for February 6, 2018.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, REDUCING THE NUMBER OF SWORN POSITIONS AT THE AMARILLO POLICE DEPARTMENT; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Chief of Police has recommended that two (2) sworn police officer positions be eliminated; and

WHEREAS, that the essential job functions of Crime Scene Technician and Digital Media Specialist do not require a license issued by the Texas Commission on Law Enforcement; and

WHEREAS, the job functions of the aforementioned positions can be performed by non-sworn personnel at a savings to the Amarillo Police Department; and

WHEREAS, non-sworn personnel will not supervise police officers as a result of this action; and

WHEREAS the Amarillo City Council finds that the reduction of sworn positions in these circumstances enhances the efficiency of operations of the Amarillo Police Department, promotes public safety, and is to the betterment of municipal service.

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

SECTION 1. That in accordance with the annual personnel budget for the City two (2) police officer positions will be removed from authorized positions.

SECTION 2. That all ordinances, resolutions, and appropriations for which provisions have heretofore been made are hereby expressly repealed to the extent of any conflict with the provisions of this ordinance.

SECTION 3. That this ordinance shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 30th day of January, 2018; and PASSED on Second and Final Reading the 6th day of February, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

William M. McKamie, City Attorney

DRAFT