

**AGENDAS**

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JANUARY 3, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> 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) Transit Master Plan Update;
  - (3) Discussion on Council meeting start times;
  - (4) Discussion Resolution No. 05-17-16-3 Subcommittee to the City Council for appointments to various Boards and Commissions, including appointment of Council members to the Subcommittee; and
  - (5) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
- (1) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
    - (a) City Manager Search; status.
  - (2) Sec.551.071 - Consult with Attorney about pending claim, resolution or settlement of same.
    - (a) Pending Workers Compensation Claim – Scherlen.

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**REGULAR MEETING ITEMS**

**INVOCATION:** Kevin Deckard, Polk Street United Methodist Church

1. **MINUTES:**  
Approval of the City Council minutes of the regular meeting held on December 20, 2016.
2. **ORDINANCE NO. 7641:**  
This is the first reading and public hearing on an ordinance for specified changes in the adopted Comprehensive Plan of the City of Amarillo, Texas by adding the North Heights Neighborhood Plan as a component; and providing an effective date.
3. **ORDINANCE NO. 7644:**  
This is the first reading of an ordinance rezoning of Lots 1-16, Block 24 and Lots 16-31, Block 23, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 2 to Residential District 3. (Vicinity: John Thomas Street and Rockwood Drive.)
4. **RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTES PUBLIC NUISANCES AT THE LOCATIONS STATED:**  
This resolution sets the date and time for a public hearing on January 24, 2017, at 5:00 p.m. to determine if the properties at 1112 Southeast 12th Avenue and 2118 Pioneer Lane constitute public nuisances and thereby declared as dangerous structures and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

5. **RESOLUTION – TITLE VI COMPLIANCE PLAN:**

This resolution adopts an updated Title VI Compliance Plan in accordance with 49 CFR Part 21 as required by the Federal Transit Administration (FTA).

6. **CONSENT AGENDA:**

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

A. **Purchase – Flexible Aggregate Base Material:**

Award to low bidder meeting specifications: Thomas Sand & Gravel Co., Inc. -- \$64,250.00

This item awards a contract for purchase of flexible aggregate base material used on a daily basis (weather permitting) for maintenance of unpaved streets and alleys throughout the City.

B. **Purchase – Fire Truck, Grass and Wildland:**

Award using HGAC Contract meeting specifications:

Hall Buick GMC (Ferrara Fire Apparatus Dealer) -- \$215,769.00

This item is the scheduled replacement of Fire Truck 5702, 2001 International Grass-Rig that has reached or exceeded useable life approved in the 2016-2017 budgets.

C. **Purchase – Liquid Ferrous Chloride:**

Award to OFS, Inc. for purchase of Ferrous Chloride as needed for an amount not to exceed \$142,458.24.

D. **Approval – Center City Tax Reinvestment Zone #1 Developer Agreement for Triple Play Partners, LLC:**

This item approves a Tax Increment Reinvestment Zone #1 Developer Agreement for the reimbursement of 90% of the annual ad valorem tax increment from the participating taxing jurisdictions generated annually through 2036, as well as the reimbursement of \$50,000 of public improvements associated with this project, for the redevelopment of the Firestone building into residential units at 1004 South Tyler Street.

E. **Approval – Water Tower Lease Agreement:**

Parties: Alltel Communications, LLC d/b/a Verizon Wireless and the City of Amarillo

This item approves a new lease. The lease site is located at 9401 Hillside Road (also known as the Hillside Water Tower).

**PUBLIC FORUM**

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

**MISCELLANEOUS**

1. Planning and Zoning Commission, minutes of December 5, 2016.
2. Boards and Commissions – appointments as listed on attached.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7<sup>th</sup> 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 30th day of December 2016.

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



RESOLUTION NO. 05-17-16- 3

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS ESTABLISHING A SUBCOMMITTEE TO SERVE AS ADVISORY COMMITTEE TO THE CITY COUNCIL TO EVALUATE AND MAKE RECOMMENDATIONS FOR CITY COUNCIL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

**WHEREAS**, the City Council values broad community participation in its evaluation of prospective appointees to Boards and Commissions and desires to appoint a subcommittee to advise the City Council to better facilitate appointments to various Boards and Commissions; and

**WHEREAS**, work by a Subcommittee of the City Council with the aid of City staff, will provide input and recommendations to the Council, so that the Council can make timely appointments.

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

**Section 1.** There is hereby established a Subcommittee of the City Council ("Subcommittee") to provide input and provide recommendations to the Council and City Administration on appointments of citizens to the various Boards and Commissions.

**Section 2.** The Subcommittee shall consist of the following members:

- a. Councilmember Elisha Demerson.
- b. Mayor Paul Harpole.

**Section 3.** The Subcommittee will be staffed by the City Manager's Office and will perform the following tasks:

- a. The Subcommittee will establish guidelines to guide the recommendation process and present the same to Council as a whole for consideration.
- b. Potential candidates for appointment will be sought from individual Council members, expression of interest from citizens through an online application process, alumni from Amarillo 101, etc.
- c. Potential names will be vetted by the subcommittee and the City staff prior to the subcommittee preparing recommendations for submission to the Council.
- d. A list of proposed appointments will be placed on the Council Agenda for discussion and possible appointment by Council.

05/12/16

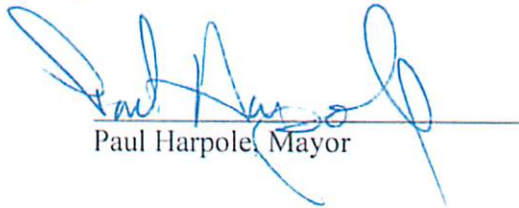
**Section 4.** The Subcommittee shall serve until such time as the City Council determines the purposes of the Subcommittee have been fulfilled.

**Section 5.** That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

**Section 6.** That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

**Section 7.** This Resolution shall become effective from and after its passage.

**PASSED AND APPROVED** this 17<sup>th</sup> day of May 2016.

  
Paul Harpole, Mayor

**ATTEST:**

  
Frances Hibbs, City Secretary





STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 20th day of December 2016, the Amarillo City Council met at 1:00 p.m. for a closed session on the third floor, Room 303, City Council Conference Room, City Hall at 509 Southeast 7th Avenue, followed by a work session at 4:00 p.m. and 5:00 p.m. for the regular session in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE  
ELISHA DEMERSON  
LISA BLAKE  
RANDY BURKETT  
MARK NAIR

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

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

BOB COWELL  
MICK MCKAMIE  
BLAIR SNOW  
FRANCES HIBBS

INTERIM CITY MANAGER  
CITY ATTORNEY  
MANAGEMENT ANALYST  
CITY SECRETARY

The invocation was given by Burt Palmer, Polk Street United Methodist Church. Mayor Harpole led the audience in the Pledge of Allegiance.

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

ITEM 1: Mayor Harpole presented the minutes for December 13, 2016. Motion was made by Councilmember Blake to approve the minutes, seconded by Councilmember Burkett, and unanimously carried to approve the minutes.

Mayor Harpole announced that Council was identifying prospective City Manager candidates. Once the candidates have informed their current employers, their names will be released. There were 30 applications received.

ITEM 2: Mayor Harpole presented an ordinance approving a settlement agreement between the Alliance of XCEL municipalities (including the City of Amarillo) and Southwestern Public Service Company regarding the SPS 2016 Statement of Intent to Change Electric Rates (Increase). Motion was made by Councilmember Nair, seconded by Councilmember Demerson, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7638

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS APPROVING A SETTLEMENT AGREEMENT BETWEEN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") AND SOUTHWESTERN PUBLIC SERVICE COMPANY ("SPS" OR "COMPANY") REGARDING THE COMPANY'S STATEMENT OF INTENT TO CHANGE ELECTRIC RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THE CITY'S RATE CASE EXPENSES REASONABLE; DIRECTING SPS TO REIMBURSE THE CITY ITS REASONABLE RATE CASE EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETING ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR RESOLUTIONS INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO

## THE COMPANY AND LEGAL COUNSEL.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson and Nair; voting NO was Councilmember Burkett; the motion carried by a 4:1 vote of the Council.

ITEM 3: Mayor Harpole presented an ordinance rezoning of Lots 1-39, Block 16, and Lots 1-21, Block 17, Heritage Hills Unit No. 4, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3). (Address: Crestline Drive and Rockwood Drive.) Motion was made by Councilmember Burkett, seconded by Councilmember Blake, that the following captioned ordinance be passed on second and final reading:

### ORDINANCE NO. 7639

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF CRESTLINE DRIVE AND ROCKWOOD DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Harpole presented an ordinance rezoning of Lot 24, Block 39, Grandview Addition Unit No. 11, Section 139, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit 189 for placement of a carport. (Address: 3113 South Browning.) Motion was made by Councilmember Blake, seconded by Councilmember Nair, that the following captioned ordinance be passed on second and final reading:

### ORDINANCE NO. 7640

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

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

ITEM 5: Mayor Harpole presented an ordinance rezoning of a 21.13 acre tract of land in Section 37, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural (A) District to General Retail (GR) District. (Vicinity: Hollywood Road and FM 2590.) Motion was made by Councilmember Demerson, seconded by Councilmember Burkett, that the following captioned ordinance be passed on second and final reading:

### ORDINANCE NO. 7642

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF HOLLYWOOD ROAD (LOOP 335) AND F M 2590, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**ITEM 6:** Mayor Harpole presented an ordinance rezoning of a 3.99 acre tract of land in Section 37, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural (A) District to General Retail (GR) District. (Vicinity: Hollywood Road and FM 2590.) Motion was made by Councilmember Burkett, seconded by Councilmember Demerson, that the following captioned ordinance be passed on second and final reading:

**ORDINANCE NO. 7643**

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF HOLLYWOOD ROAD (LOOP 335) AND F M 2590, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**ITEM 7:** Mayor Harpole presented a resolution support of legislation that provides for the creation of a program known as a Local Provider Participation Fund (LPPF), to provide additional compensation to local hospitals by collecting a mandatory payment from those hospitals that may be used for funding indigent healthcare, an intergovernmental transfer for the nonfederal share of a Medicaid supplemental payment program, and other uses specified in the attached bill.

Michelle Bonner, Assistant City Manager, stated this resolution supports the attached bill and will be presented to the 2017 Legislature. The resolution has the support of both Amarillo hospitals. The Amarillo Hospital District (AHD) also had a special meeting and passed a resolution in support of this bill. Carlos Zaffirini, 411 West 15<sup>th</sup> Avenue, Austin, representing BSA and Northwest Texas Hospital (NWTX), stated this bill would allow access to additional funding over the next 12-24 months. Smith Ellis, #5 Champion Circle, AHD Chairman, stated this was a great opportunity since there are a lot of claims are not covered by Medicaid. It could also help fund Heal the City and would support our community. James Schenck, 6216 Gainsborough Street, inquired if these funds would cause the tax rates to rise. Ms. Bonner replied that AHD has a contract with NWTX to provide indigent care, the current contract ends in May 2021 and it has been extended through 2036. Allen Finegold, 2601 North Grand Street, inquired about expenditures used from the sale of NWTX and comparing earnings to interest rates. He also suggested an investment policy review. Motion was made that the following captioned resolution be passed by Councilmember Demerson, seconded by Councilmember Nair:

**RESOLUTION NO. 12-20-16-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO; SUPPORTING PROPOSED 2017 LEGISLATION FOR CREATION OF A LOCAL PROVIDER PARTICIPATION FUND PROGRAM IN AMARILLO.**

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

**ITEM 8:** Mayor Harpole presented a resolution approving and accepting CID09 – 24<sup>th</sup> Avenue Pump Station Transfer Station Pipeline project for which funding has been provided by the Texas Water Development Board (TWDB). Mr. Cowell stated TWDB was closing this project on the 6.1-mile transmission line at a cost of \$13 million completed in 582 days. Motion was made that the following caption resolution be passed by Councilmember Burkett, seconded by Councilmember Demerson:

**RESOLUTION NO. 12-20-16-2**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO; APPROVING AND ACCEPTING CID09-24<sup>TH</sup> AVENUE PUMP STATION TRANSFER PIPELINE PROJECT, CITY PROJECT NO. 521941, BID NO. 4847; PROVIDING AN EFFECTIVE DATE.**



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

ITEM 9: Mayor Harpole presented a resolution supporting the extension of Interstate 27 as a High Priority Corridor on the National Highway System along with the Ports-to-Plains. Mayor Harpole stated this resolution could affect the funding received for our Loop expansion. Motion was made that the following resolution be passed by Councilmember Nair, seconded by Councilmember Blake:

**RESOLUTION NO. 12-20-16-3  
A RESOLUTION SUPPORTING THE EXTENSION OF INTERSTATE 27.**

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

ITEM 10: Mayor Harpole presented a resolution setting the date and time for a public hearing on January 10, 2017, at 5:00 p.m. to determine if the properties at 2304 Northwest 5<sup>th</sup> Avenue and 214 Northwest 11<sup>th</sup> Avenue constitute public nuisances and thereby declared as dangerous structures and an unlawful accumulation of solid waste and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing. Motion was made that the following resolution be passed by Councilmember Nair, seconded by Councilmember Demerson:

**RESOLUTION NO. 12-20-16-4  
A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE  
WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN  
CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(2) STATED;  
PROVIDING FOR NOTICE.**

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

ITEM 11: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Mayor Harpole asked to remove Items 11A and 11C for separate consideration. Motion was made by Councilmember Demerson to approve Item 11B of the consent agenda, seconded by Councilmember Blake.

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

Mr. Cowell stated Item 11A has extensive research and years in the making, and one of critical importance in keeping our first responders safe. Kevin Starbuck, Assistant City Manager, presented an overview of the current operating system. He introduced the NEXGEN radio communications system project. He stated this system would support the City's operations for the next 20-plus years. Mayor Harpole stated it was important for the first responders not to lose communication when going into buildings. Councilmember Nair inquired if the antenna at Ross Rogers had to be replaced if the City had the contingency funds to cover. Councilmember Nair stated he had heard complaints from motorcycle officers about the difficulty hearing or ringing in the ears. Councilmember Demerson inquired about the cost through the RFP process and involving other entities. Mr. Starbuck replied they are in discussions with one of the two counties about partnering and purchasing additional radios, ability to expand our coverage and using sources on our system. Councilmember Demerson stated this shows the City working together with the counties on a cohesive radio system for our all our first responders. Jim Lowder, 6723 Emerald Court, inquired about the older equipment problems. Mr. Starbuck replied that the current system can be compared to an analog system and the new system to digital. Mr. Lowder inquired if the three towers offered redundancy. Mr. Starbuck replied redundancy was top priority and would eliminate single failures. Each can be operated independently but they work together. Mr. Lowder inquired as to the decibel difference. Mr. Starbuck stated the speakers on the radios would be the same decibels. Mr. Lowder inquired how much of the certificates of obligation would be used and how much difference the RFP made. Mr. Cowell replied the radio system was an estimate from previous work done by the

consultants. Allen Finegold, 2601 North Grand Street, requested that the City not discard the old equipment because it may be more reliable than electronic equipment made today. Mr. Starbuck replied some of the radio equipment will be turned in to Motorola and some would be kept. A number of Panhandle cities have also requested any available equipment. Motion was made by Councilmember Nair to approve Item 11A of the consent agenda, seconded by Councilmember Demerson.

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

Casie Stoughton, Director of Public Health, presented Item 11C. Councilmember Nair inquired as to what type of screening the refugees receive. Ms. Stoughton replied that within 90-days of arrival the refugees receive a physical and other health screening services. Mayor Harpole stated the State has withdrawn from funding the refugees and have turned it over to the U.S. Committee for Refugees and Immigrants. Councilmember Nair stated public health screenings are an integral part of public safety. Motion was made by Councilmember Nair to approve Item 11C of the consent agenda, seconded by Councilmember Burkett.

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

A. Award – NEXGEN Radio Communication System:

Award to Motorola Solutions, Inc. – \$10,603,855.30

•Total Base System (Physical Facilities, Radio System, Connectivity, Network, Dispatch Centers, Public Safety Subscriber Equipment, and Services): \$7,435,165.06

•System Maintenance Agreement (years 2-5): \$1,466,040.48

•Non-Public Safety Subscriber Equipment (subject to alternate budget appropriations): \$1,102,649.76

•City Radio Communications is requesting \$600,000.00

for project contingency costs to be potentially applied to system infrastructure improvements and additional public safety subscriber equipment.

Total Project Costs: \$10,603,855.30

This award is to Motorola Solutions, Inc. for the purchase of a new P25 trunked two-way radio communications system as a replacement to existing system.

B. Award of Contract Purchase Groundwater Rights:

The original contract in the amount of \$198,360 for 171.34 acres, was approved by the City Council on March 29, 2016. Since that time, title work has been completed and approximately 3.42 acres have been added to the water rights being acquired making the final contract price \$202,319. Approval for the additional \$3,959 is required for the purchase of groundwater rights to add acreage in proximity of the City owned Well #518 to the Potter Country Well Field Permit. This purchase will be in compliance with Panhandle Groundwater Conservation District rules.

C. Acceptance – Refugee Medical Screening Grant

Grant Amount: \$359,676

Grantor: U.S. Committee for Refugees and Immigrants

This item accepts the award from the U.S. Committee for Refugees and Immigrants from February 1, 2016 thru September 30, 2016 to continue health screening services for refugees resettled in Potter/Randall county.

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

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda.

James Schenck, 6216 Gainsborough Street, inquired if there was a Council meeting next week. Mr. Cowell replied it has been cancelled. Mr. Schenck inquired about the bonds that were recently passed, and if they would be agenda items. Mr. Cowell replied they would be discussing the proposed schedule around January 20 and how they would be allocating the funds over the next 5-7 year period. Allen Finegold, 2601 North Grand Street, stated concerns for the unstable structures at the scrap yards. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

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Frances Hibbs, City Secretary

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Paul Harpole, Mayor



# Amarillo City Council

## Agenda Transmittal Memo



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| Meeting Date | 1/3/2017 | Council Priority | Community Counts |
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| Department | Planning Department |
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| Agenda Caption |
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ORDINANCE NO. \_\_\_\_:

First reading and public hearing on an ordinance providing for specified changes in the adopted Comprehensive Plan of the City of Amarillo, Texas by adding the North Heights Neighborhood Plan as a component; and providing an effective date.

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| Agenda Item Summary |
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North Heights is the first neighborhood area examined as part of the overall "Community Counts" City of Amarillo initiative. This neighborhood plan process began with the kick-off neighborhood meeting in February of 2016, and continued over the course of nine months, including a total of 12 Neighborhood Advisory Committee meetings and 3 neighborhood meetings. The plan includes three major sections that: (1) examine the existing conditions of the area utilizing data and mapping, (2) assess priorities, goals, and strategies, and (3) outline an implementation plan for accomplishing the actions necessary for addressing those priorities, goals, and strategies.

Three key priority areas were identified by the neighborhood: (1) maintaining a strong, vibrant neighborhood; (2) economic development/redevelopment; (3) improving transportation & mobility systems. Upon adoption, this neighborhood plan will become a component of the Amarillo Comprehensive Plan, and will serve to:

- Guide orderly growth through land use and development ordinances.
- Guide decisions regarding services and as a tool for policymaking.
- Evaluate potential policies and land use decisions.
- Serve as a basis for prospective public-private partnerships.
- A starting point for infrastructure and mobility projects.

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| Requested Action |
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Adoption of the North Heights Neighborhood Plan as a component of the Amarillo Comprehensive Plan.

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| Funding Summary |
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Funding for this plan was provided by a partnership between the City of Amarillo and Potter County.

# Amarillo City Council

## Agenda Transmittal Memo



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### Community Engagement Summary

The North Heights Neighborhood was invited to four different neighborhood workshops on February 11<sup>th</sup>, April 14<sup>th</sup>, October 27<sup>th</sup>, and November 21<sup>st</sup>. The North Heights Advisory Committee held 12 meetings from February to November. The draft plan was presented to the neighborhood in November, the Planning & Zoning Commission in December, and the Potter County Commissioners in December.

Both the P&Z and the County Commissioners unanimously recommended approval of this plan.

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### City Manager Recommendation

Planning and Legal Staff have reviewed the associated ordinance and recommend the City Council approve the item as submitted.

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ORDINANCE NO. 7641

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS:  
PROVIDING FOR SPECIFIED CHANGES IN THE  
ADOPTED COMPREHENSIVE PLAN OF THE CITY OF  
AMARILLO, TEXAS BY ADDING THE NORTH HEIGHTS  
NEIGHBORHOOD PLAN AS A COMPONENT; AND  
PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the North Heights Neighborhood Plan is appropriate for adoption as an amendment to the Amarillo Comprehensive Plan; and,

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

WHEREAS, the Planning and Zoning Commission held a public hearing on December 19, 2016 to discuss the proposed aforementioned amendment, and voted unanimously to recommend approval of this amendment to the City Council; and,

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

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

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

SECTION 2. FUTURE APPLICATION The City Council directs the City Manager to process rezoning applications in a matter consistent with the adopted plan. Furthermore, the City Manager shall include identified implementation projects in consideration of the annual capital improvement plan funding schedule, and work to identify other possible funding strategies.

SECTION 3. CONFLICTS The specific provisions of the North Heights Neighborhood Plan shall take precedence over any conflicting general provisions in the Amarillo Comprehensive Plan.

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

SECTION 5. EFFECTIVE DATE This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 3<sup>rd</sup> day of January, 2017 and PASSED on Second and Final Reading on this the 10<sup>th</sup> day of January, 2017.

ATTEST:

\_\_\_\_\_  
Paul Harpole, Mayor

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

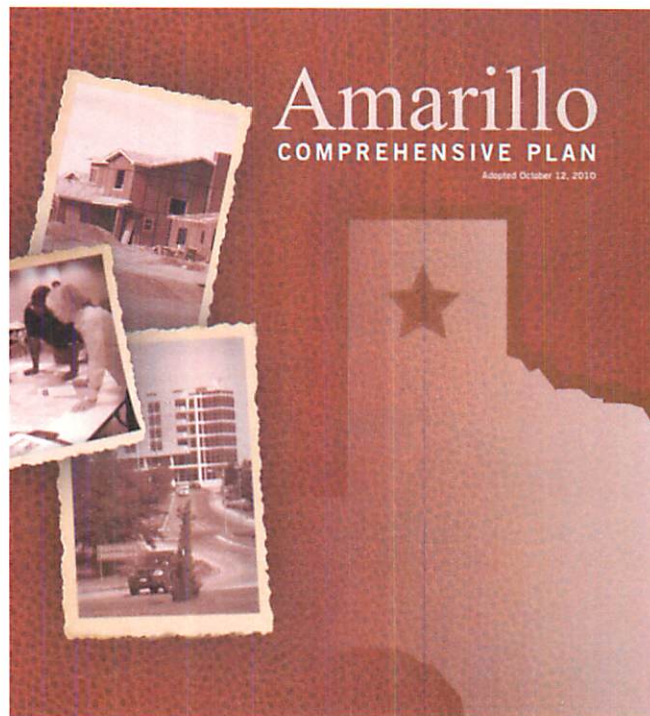
APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney



# **The North Heights Neighborhood Plan**

## **An Amendment to the Amarillo Comprehensive Plan**



## **CITY COUNCIL MEMBERS**

Mayor Paul Harpole  
Lisa Blake  
Randy Burkett  
Elisha Demerson  
Mark Nair

## **PLANNING & ZONING COMMISSION MEMBERS**

Chairman Rob Parker  
Dean Bedwell  
Dick Ford  
Mike Good  
Terry Harman  
Bowden Jones  
Rick Thomason

## **POTTER COUNTY COMMISSIONERS COURT**

Judge Nancy Tanner  
H.R. Kelly  
Mercy Murguia  
Leon Church  
Alphonso Vaughn

## **CITY DEPARTMENTS**

### City Manager's Office

City Manager, Terry Childers  
Deputy City Manager, Bob Cowell

### Planning Department

Director, Kelley Shaw (past)  
Comprehensive Planner, Becky Beckham  
(past)  
Director, AJ Fawver  
Planner I, David Soto  
Planner I, Cody Balzen  
Planner I, Jeffrey English  
Planning Technician, Wes Luginbyhl

### Capital Improvements & Development Engineering Department

### Building Safety Department

### Community Development Department

### Parks & Recreation Department

### Police Department

### Public Health Department

### Public Works Division

### Traffic Field Operations

**ACKNOWLEDGEMENTS**

Through adoption of this plan, the City Council demonstrates the City's commitment to the implementation of the plan. The implementation of recommendations for which the City of Amarillo is responsible and the support of this neighborhood plan will be met and demonstrated through:

- City Council, boards, and staff
- City annual budget
- Capital Improvement Projects
- Other agencies and organizations
- Direct neighborhood actions

This neighborhood plan would not have been made possible without the commitment, advice, and insights of the North Heights advisory committee, who selflessly devoted many hours to the development of this plan. The City thanks them for their dedication to this important project.

|                        |                       |
|------------------------|-----------------------|
| Anita Burell           | Juaquin Rocha         |
| Anita Ryan             | Laird Kinnier         |
| Ann Anderson Casteel   | LaVaun Green          |
| Betty Briggs           | Lorine Jackson        |
| Betty Winston          | Ludell Hill           |
| BF Roberts             | Madeleine Frum        |
| Bowden Jones           | Mariah Strong-Woods   |
| Byron Miles            | Mary London           |
| C. W. Nickerson        | Melinda Perkins       |
| Charlene Watson        | MH Burrell            |
| Chester Williams       | Mildred Darton        |
| Clara Westmoreland     | Nei Winston           |
| Delvin & Sheree Wilson | Pearlene Martin       |
| Dorothy Ragster        | Perry Hughes          |
| Eddie heath            | Phillip Randle        |
| Elizabeth Randle       | Raymond Cloudy        |
| Emory Hogan            | Rosie Taylor          |
| Florence Thomas        | Ruth Ellen Lynch      |
| Francetta Crow         | Tim Ingalls           |
| Freda Powell           | Verlinda Pride-Watson |
| Glenna Gilbreath       | Vicky Tharpe          |
| Grover Martin          | Wiley Smith           |
| Johnny Hughes          |                       |

The City would also like to thank the Amarillo United Citizens Forum for the use of their Cultural Center facility throughout the North Heights neighborhood planning process. Their generosity is highly appreciated. This facility is truly embodies the community spirit of this neighborhood.



The goal of this project is to assist the North Heights neighborhood with their future planning and development needs by addressing the neighborhood’s goals and desires through the creation of a neighborhood plan.

**THE NEIGHBORHOOD: EXISTING CONDITIONS**

The North Heights neighborhood, located in northeast Amarillo, is defined for the purposes of this study as having a northern boundary of NE 24<sup>th</sup> Ave, an eastern boundary of US Hwy 287/Fillmore St, a southern boundary of BNSF railroad line, and a western boundary following the west line of Section 189, Block 2, AB&M Survey.

This neighborhood encompasses 1,673 acres and is developed primarily with single-family residences, an established neighborhood created by the subdivisions shown in Figure 1 below. The primary subdivisions which together form this neighborhood include: University Heights, North Heights, Hampton Park, Whittington, Park Hills, North Hills, Amarillo Heights, Miller Heights,

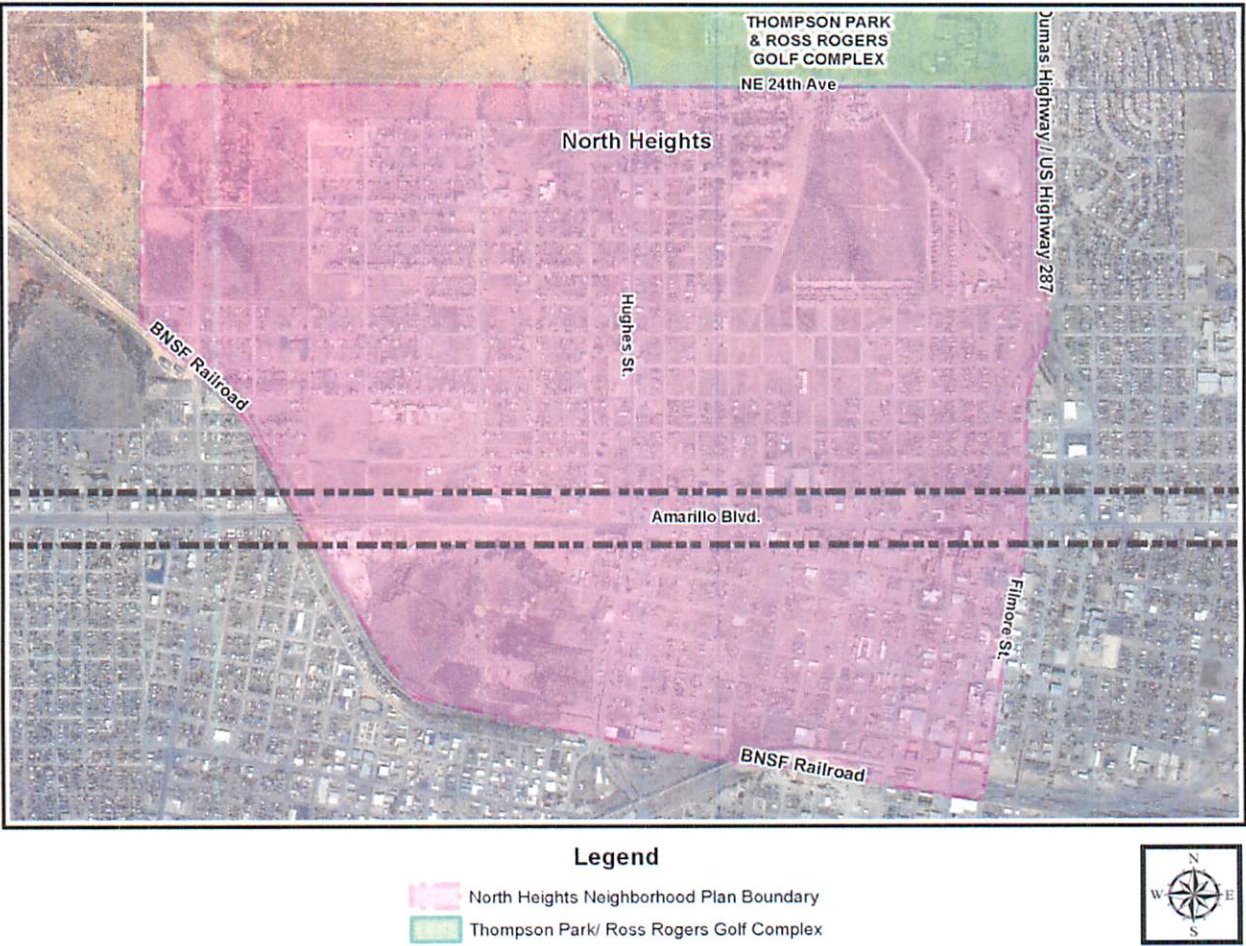


Figure 1



Wild Horse, and Glidden and Sanborn, all of which are shown in Figure 2 on page 5. While some of these subdivisions were created in the 1950s and 1960s (in the northeast quadrant), others date back to the early 1900s and even the late 1800s (in the central and northwestern areas). Most of the housing units which exist today were built in the early to mid part of the twentieth century. Notable features within this neighborhood include four schools, seven churches, and three parks, as shown in Figure 3 on page 6. The neighborhood is entirely within the Amarillo Independent School District.

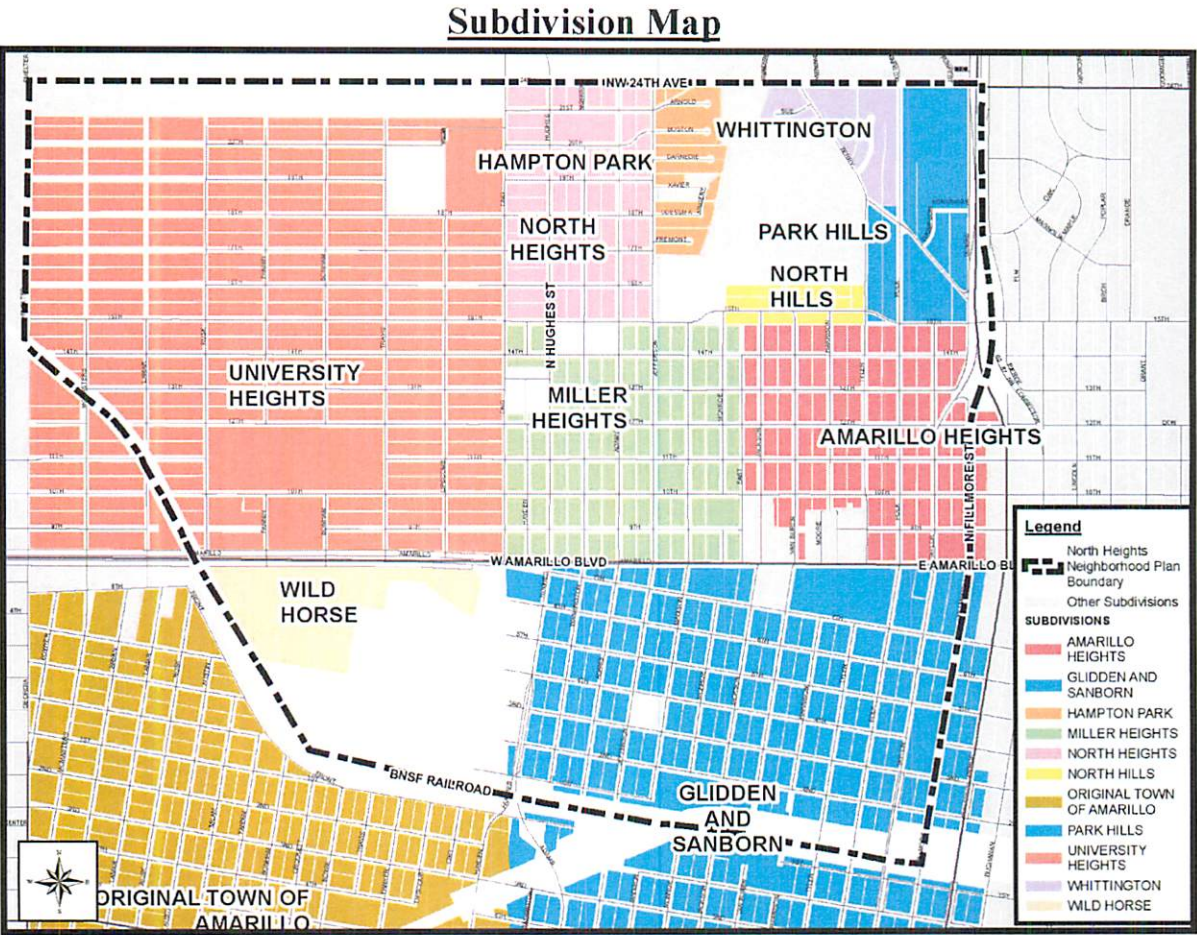


Figure 2

## Parks and Civic Areas

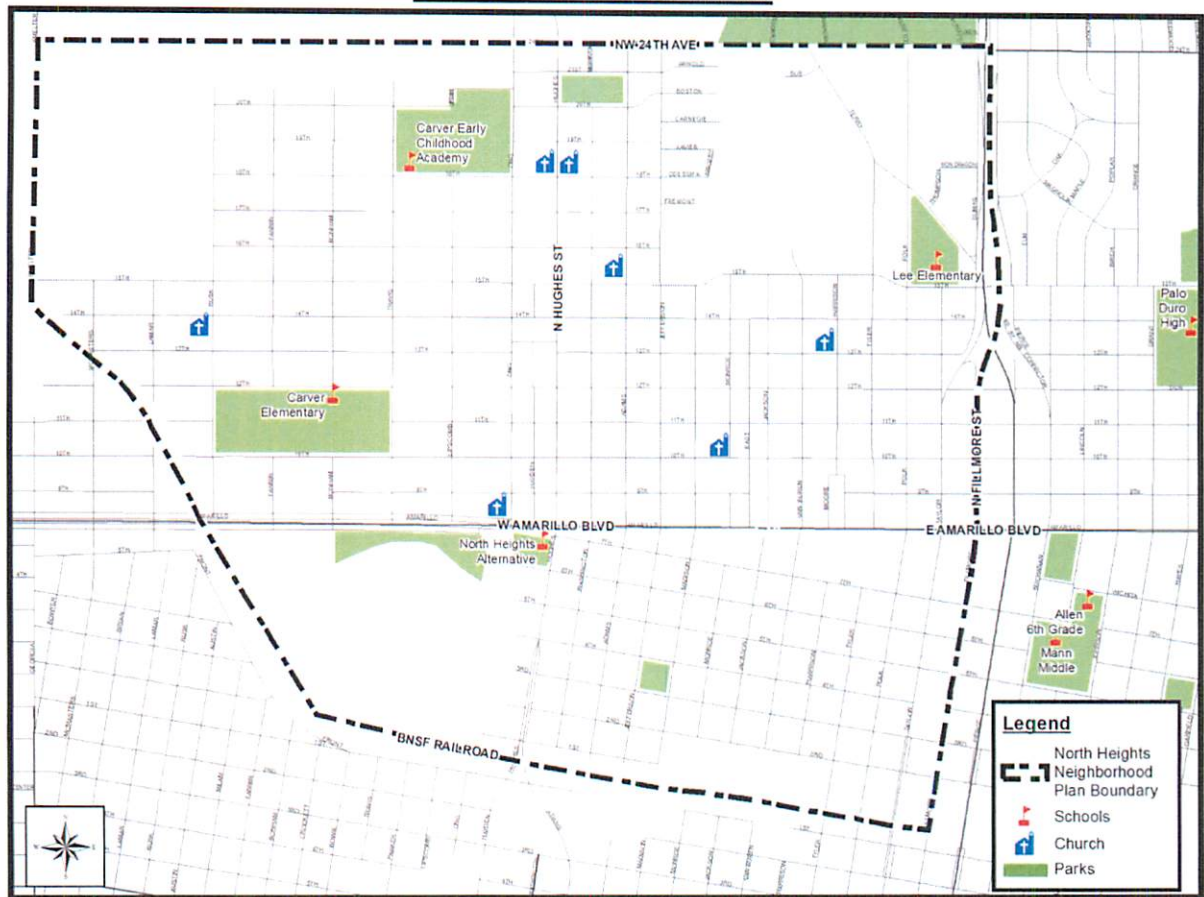


Figure 3



## **THE BIG PICTURE**

### Community Counts

In late 2015, the Amarillo City Council authorized the creation of BluePrint for Amarillo, a document setting the strategic direction for the city in identifying priorities, allocating resources, and sharpening focus. Community Counts is the term given to one of the City Council's top five priorities, the assisting of neighborhoods with future planning and development needs by addressing the goals and desires of their residents through collaboration – the ultimate result of which is a plan which summarizes what the neighborhood residents desire, and outlining how to get there. Six areas were identified as target areas for closer examination. North Heights is the first area for which a plan has been formulated.

### Relationship to Adopted Plans

The North Heights Neighborhood Plan will be considered as an amendment to the Amarillo Comprehensive Plan, adopted on October 12, 2010. The Comprehensive Plan contains general policies, suggestions and guidelines proposed for use by the City of Amarillo to guide the orderly growth, development and redevelopment through land use and development ordinances, guide decisions regarding provisions of services and improvements, and as a tool for policymaking. It guides the long range development of the community. This amendment to the plan is intended to supplement and provide a greater level of detail to help guide decisions within this area of the community and to provide a more complete analysis of the characteristics of this neighborhood.

This plan will be used moving forward as a guide for decision making, a tool for evaluating potential policies and land use decisions being considered, information to serve as a basis for prospective public-private partnerships, and a starting point for infrastructure and mobility projects.

THE NEIGHBORHOOD PROFILE

The next series of maps (Figure 4 - 11) show the demographic breakdown of the neighborhood, utilizing data located in the U.S. Census Bureau's 2014 American Community Survey 5-Year Estimates.

Age

The “median” age – that is, the age which divides the population into two numerically equal groups, half younger and half older – varies greatly throughout this neighborhood boundary. Figure 3 below illustrates that the youngest median age (0-25 years) exists in the western central part of the neighborhood; in contrast, the northeast corner of the community has a median age of 39-45years and in the northwest, 32-38 years.

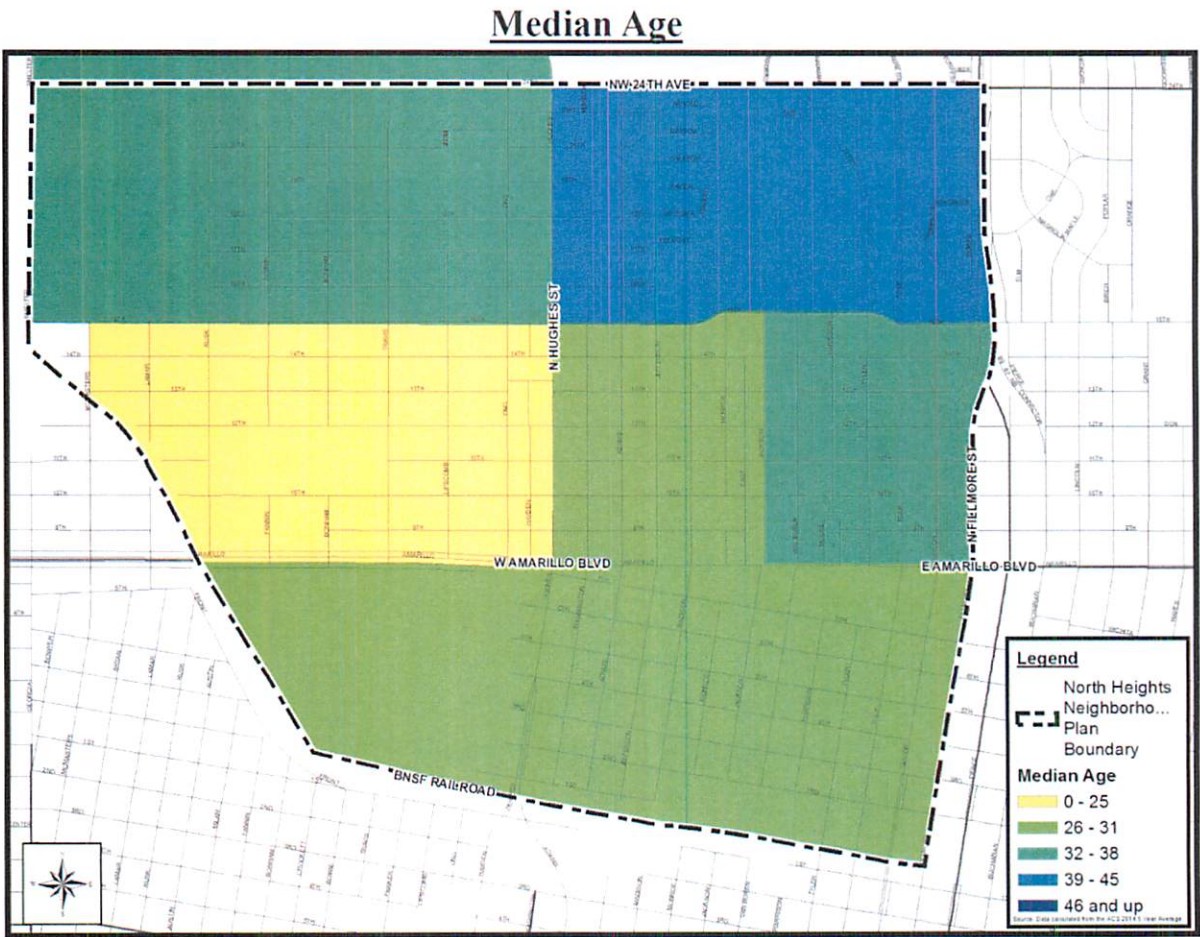


Figure 4  
Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates



Population by Race

Figure 5 below shows the distribution of race throughout this neighborhood. This data collected for the American Community Survey, or ACS, collects data for four different race categories: African American, Asian, Latino, and White. The North Heights neighborhood – and four of the five tracts outlined below within it – is predominantly African American; however, the southernmost tract within this neighborhood is largely comprised of Latino residents (53%) and White residents (43%).

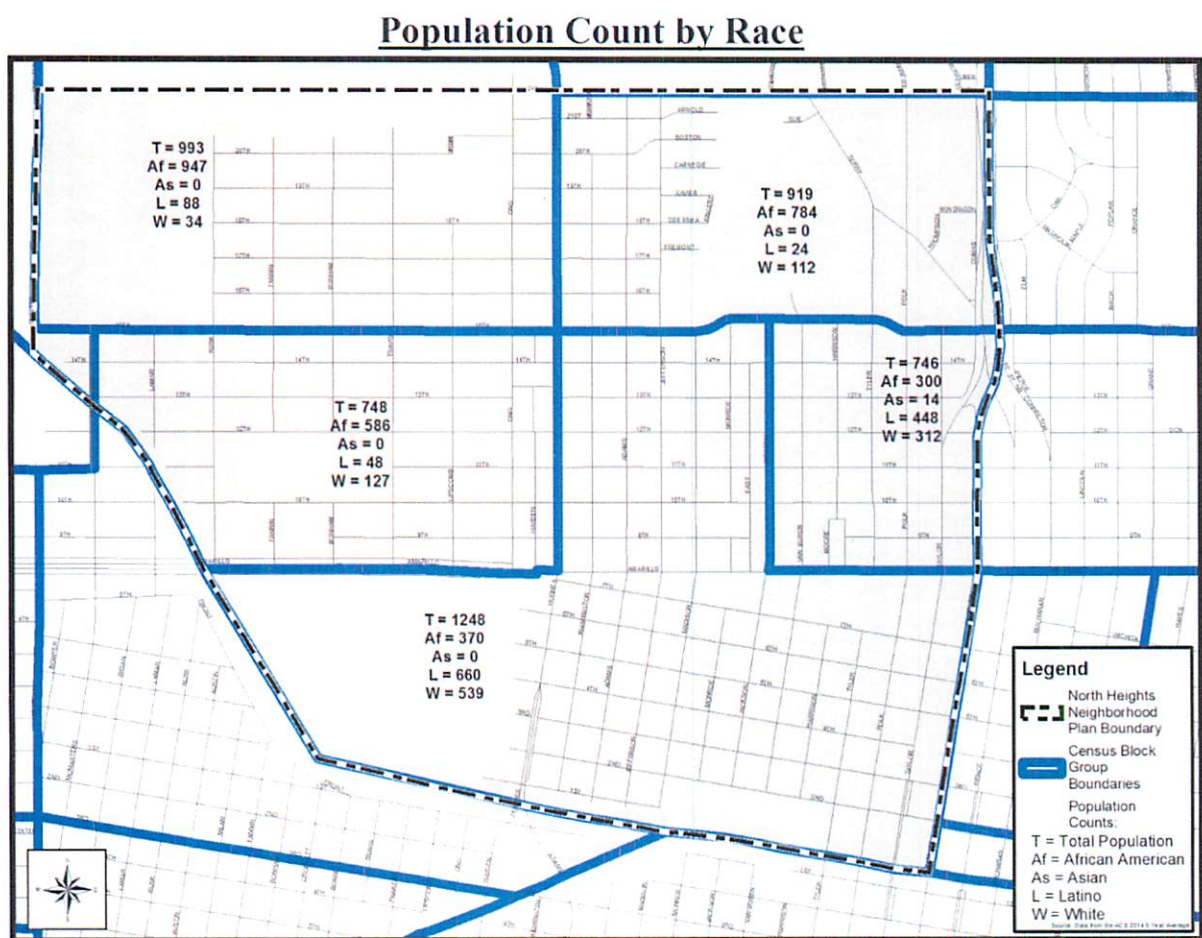


Figure 5  
Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

Poverty Level

The distribution of poverty level throughout this neighborhood is illustrated in Figure 6. The U.S. Census Bureau measures poverty level by utilizing a set of money income thresholds that vary by family size and composition to determine who is in poverty. If a family's total income is less than the family's threshold, then that family and every individual in it is considered in poverty. The official poverty thresholds do not vary geographically, but they are updated for inflation using the Consumer Price Index (CPI-U). The official poverty definition uses money income before taxes and does not include capital gains or noncash benefits (such as public housing, Medicaid, and food stamps). [Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates]

The data summarized in Figure 6 shows a clear line of demarcation aligning with 15<sup>th</sup> Avenue. North of this dividing line, the statistics show that 30% - 45% of the population is below poverty status, while that number increases to 45% - 60% south of this line.

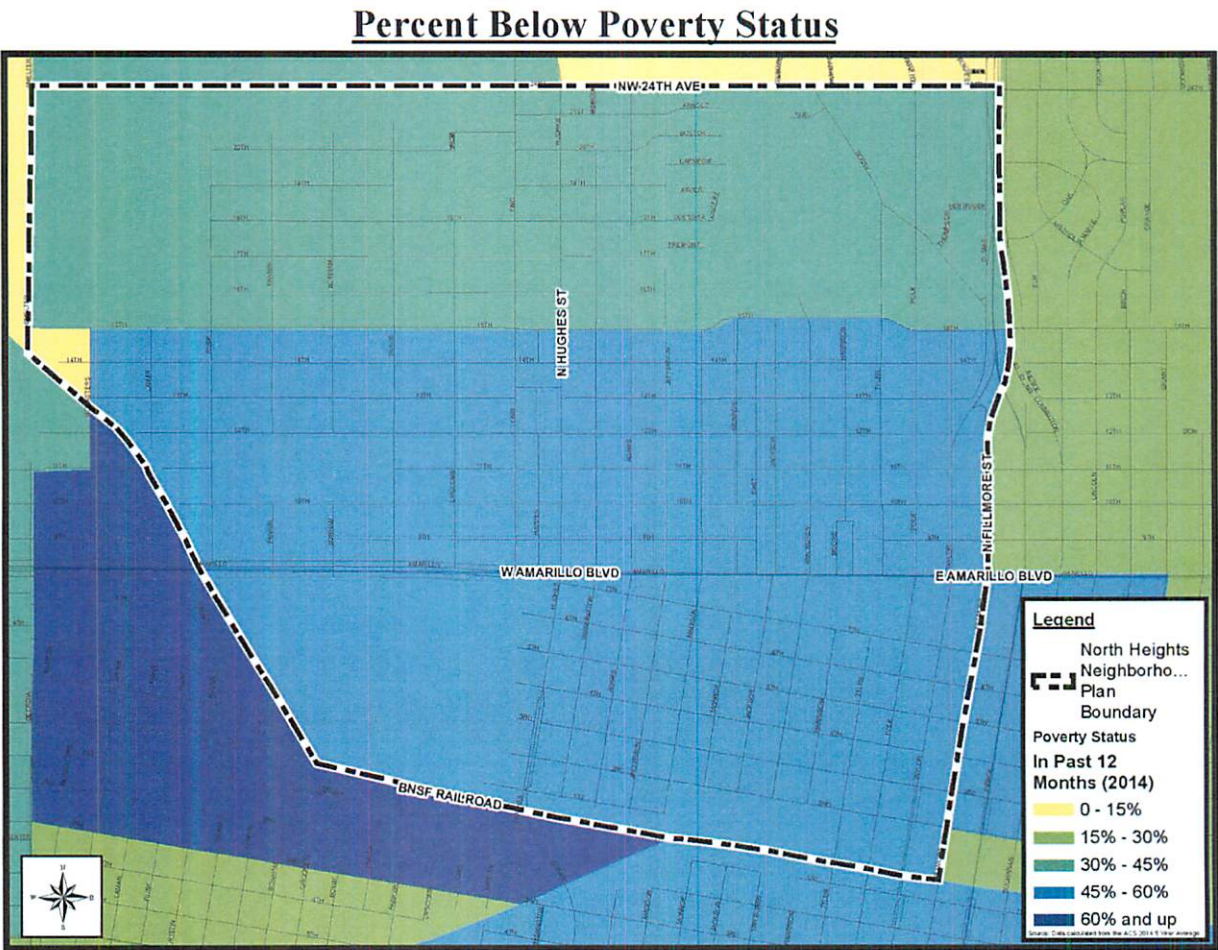


Figure 6  
Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates



## Population

Included in Figure 7 below, and Figure 8 on page 12, are two different population measures provided by the ACS, the first being average population per household, and the second being population per census block. A census block is an area roughly equivalent to a neighborhood established by the Census Bureau for analyzing populations.

The distribution – again, by the average population per household – is demonstrated by Figure 7 below, showing this as slightly higher in the eastern portion of the neighborhood.

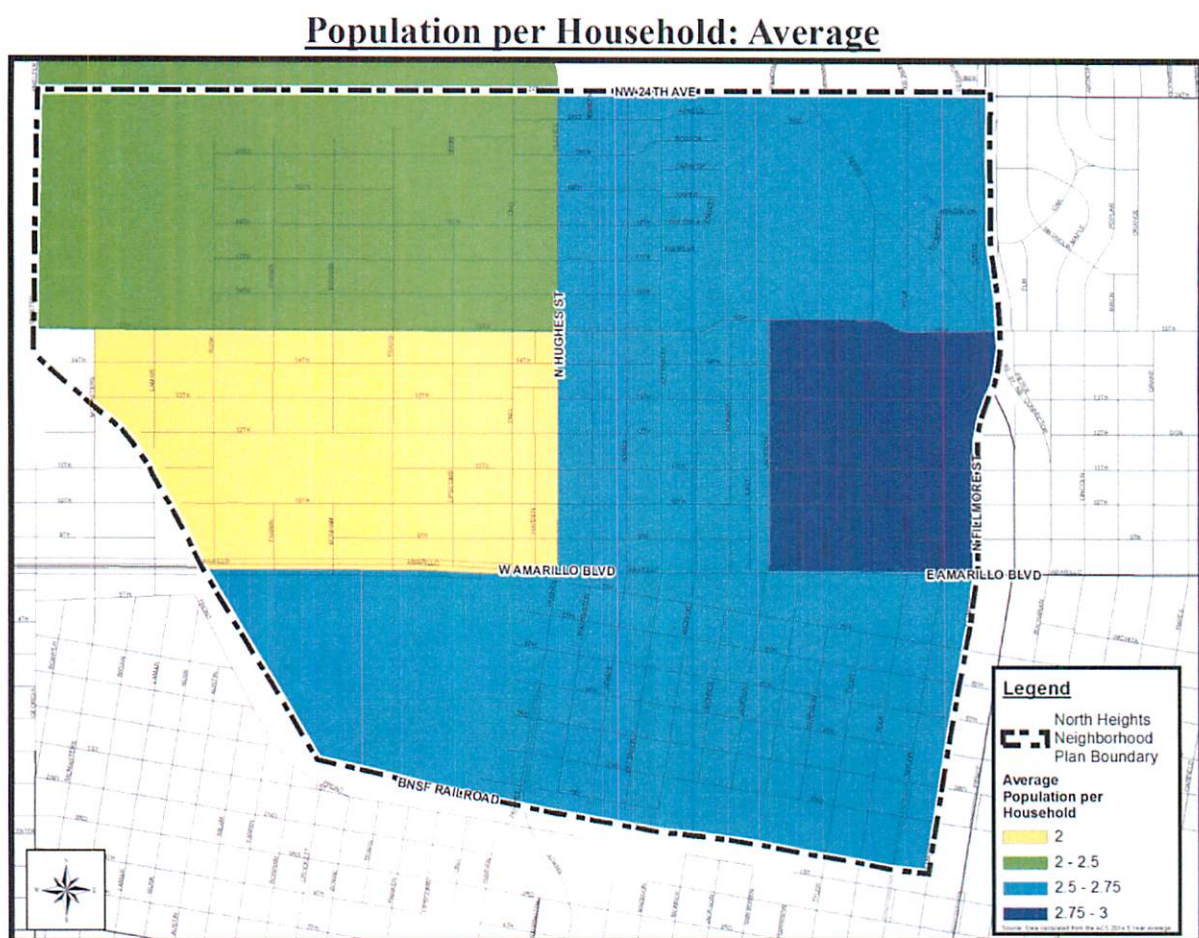


Figure 7

Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

Figure 8 takes a different approach at estimating population of the North Heights neighborhood by looking at the census tracts (complete and partial) which make up this particular area. The eastern and southern portions of the neighborhood have higher average populations per neighborhood as well as highest populations per census block in this neighborhood boundary. Overall, the estimate for population within this neighborhood is 4,654 total persons.

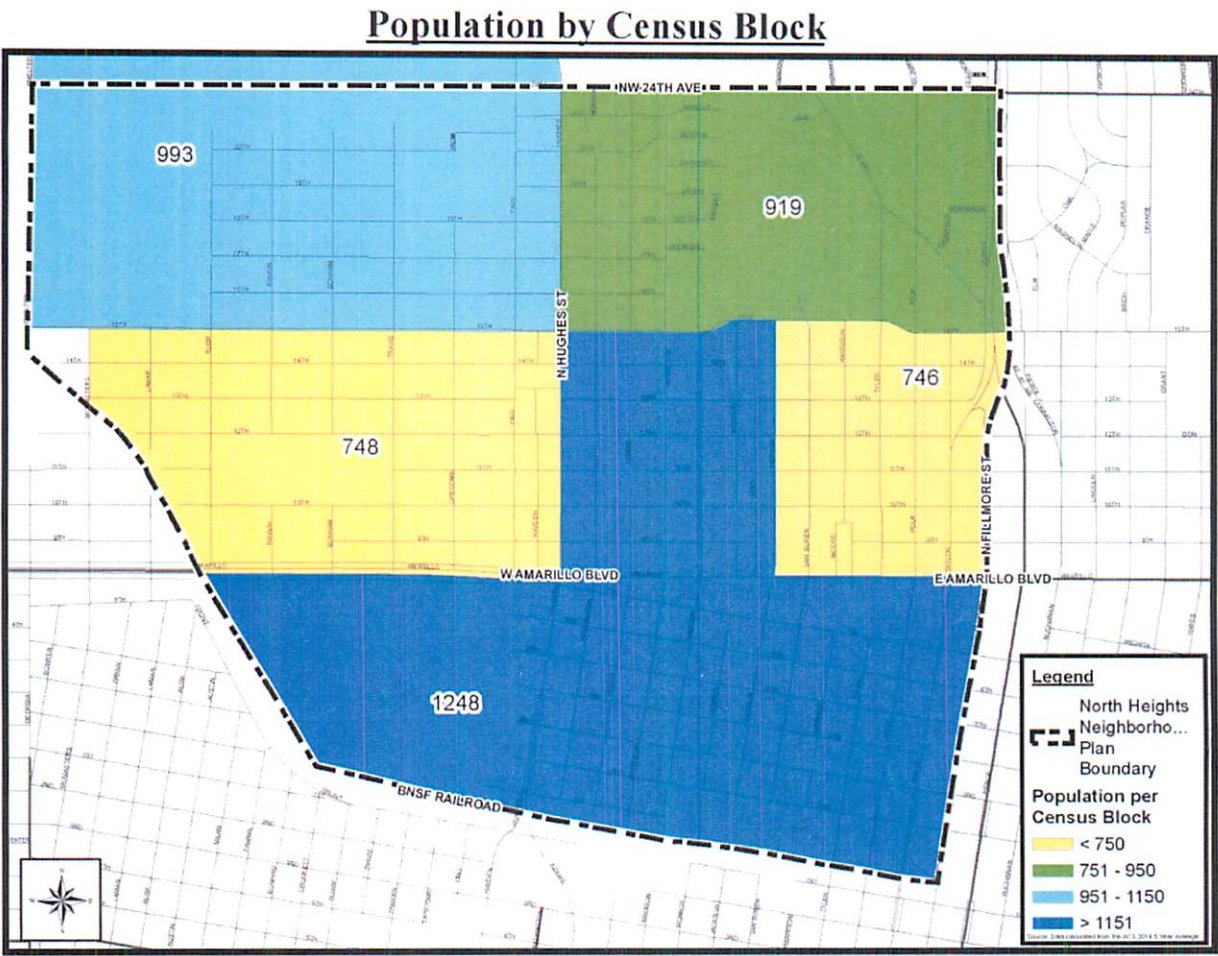


Figure 8  
Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates



Owner vs. Renter Occupied

In Figures 9 and 10, the percentages of homes which are owner occupied (by census block) and renter occupied (by census block) are shown throughout the North Heights neighborhood. The northeastern and northwestern parts of the neighborhood have the highest concentrations of owner occupied housing, approximately 45% to over 55% of the homes in those areas. Conversely, in the central western portion of the neighborhood, less than 37% of the homes are owner occupied.

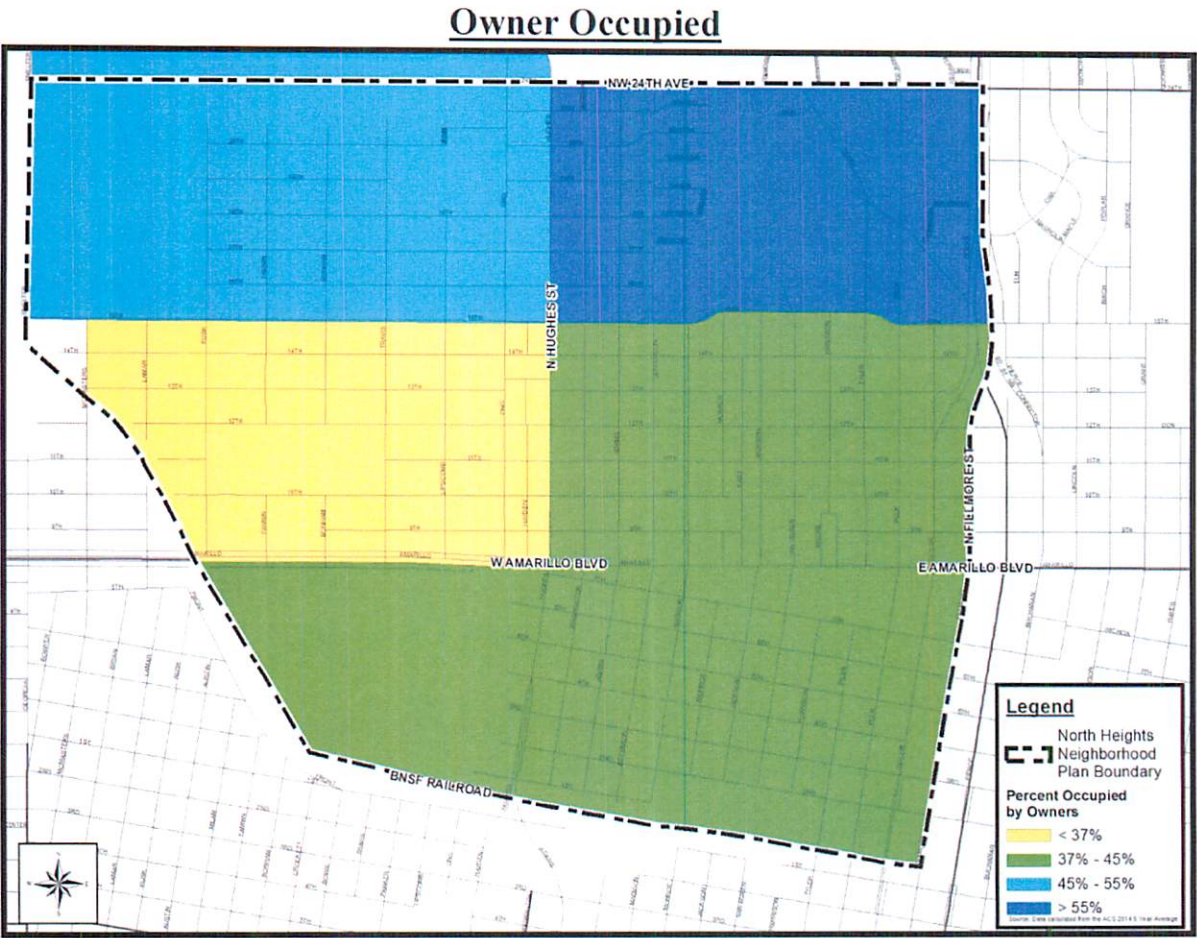


Figure 9  
Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

Figure 10 demonstrates that the highest concentrations of renter occupied property are located in the northwestern and eastern central parts of the neighborhood; and, the western central part of the study area has the lowest concentration of renter occupied properties, at less than 22%.

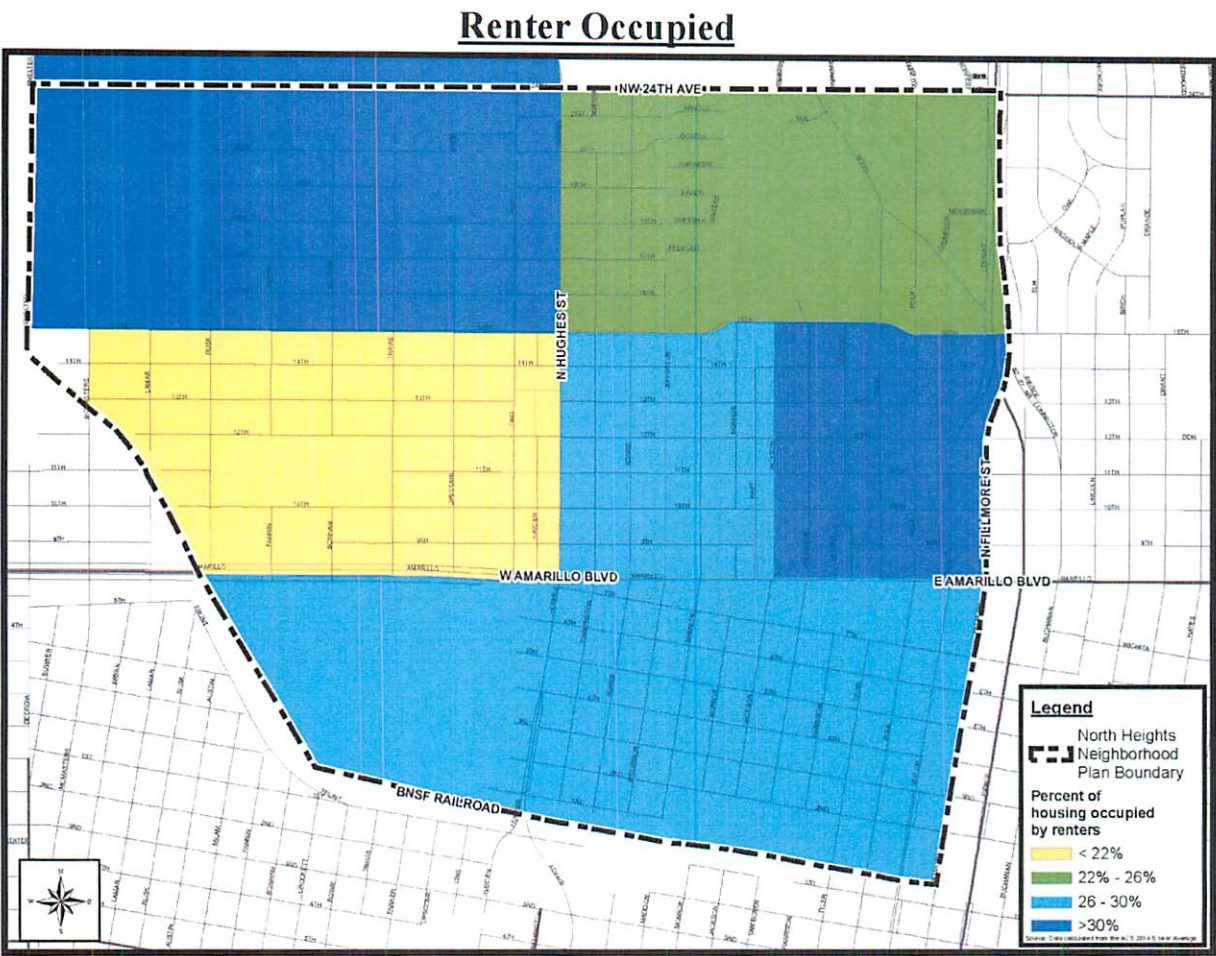


Figure 10  
Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates



Vacant Housing

Within the North Heights neighborhood, the level of vacancy (an average of unoccupied housing units, or units occupied by people who will be there for two months or less) fluctuates. In Figure 11 below, the area of highest vacancy is the western central census block, where on the average, more than 35% of the residences are vacant. Conversely, in the northern portion of the neighborhood, stretching from the western boundary to the eastern, the average is less than 10% of the residences are vacant.

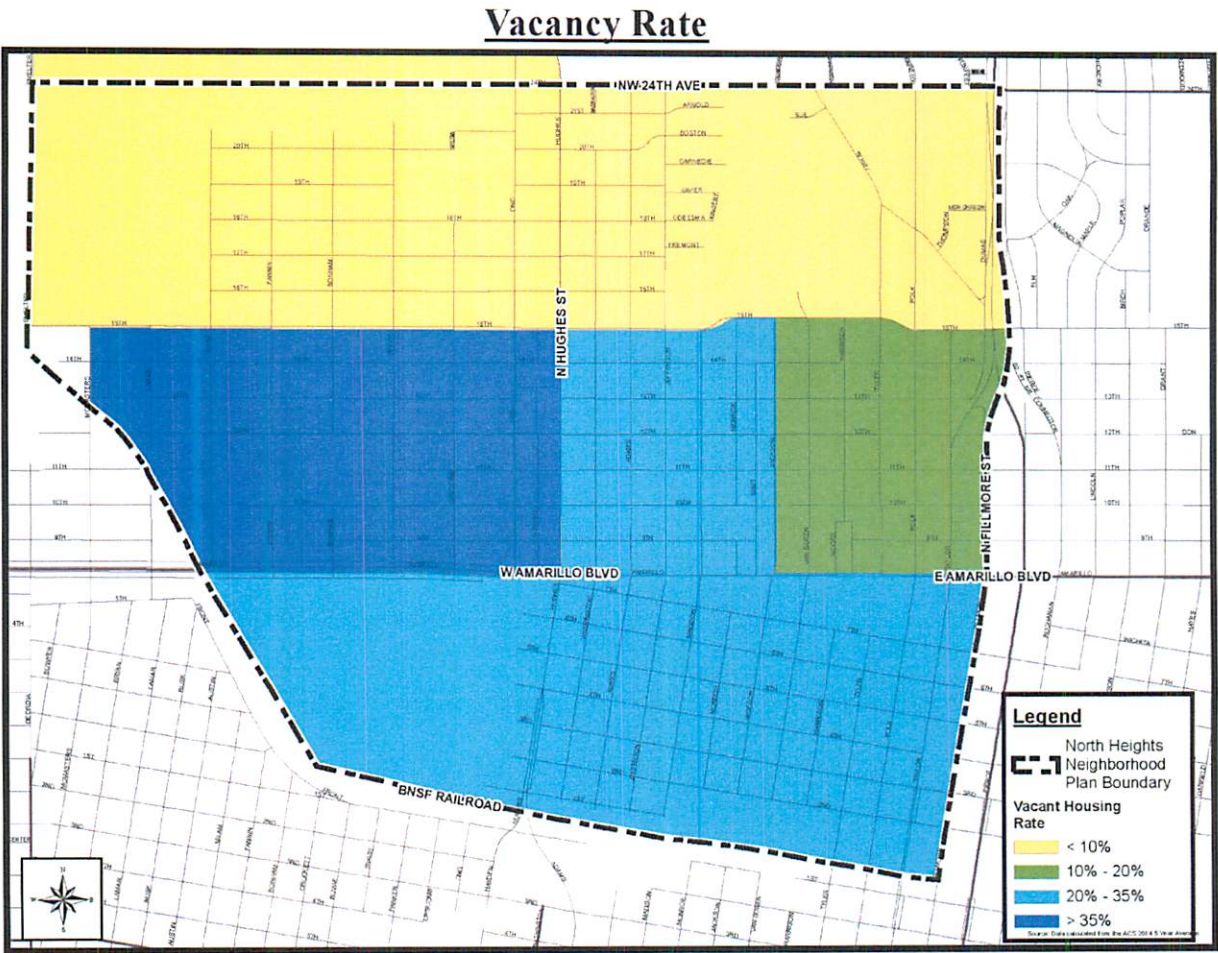


Figure 11  
Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates



## Land Use

Figures 12 and 13 (pages 17 & 18) show the current land use of the parcels within the neighborhood and the future planned land use for the parcels within the neighborhood. The future land use planned for the area is excerpted from the Future Land Use and Character map, adopted as part of the 2010 Comprehensive Plan. The Local Government Code, outlining regulations for Texas cities, requires that zoning regulations be approved in accordance with the adopted comprehensive plan for each city, part of which is this map. Since zoning requests are considered and analyzed in conjunction with this map, it plays a significant role in establishing the growth of the area.

The predominant land uses in this area are agricultural/vacant land (gray) and single-family residential (yellow). Distributed throughout the central part of the neighborhood boundary are public/park/school sites (green), and commercial uses (blue) are concentrated along the corridors of US Hwy 287/Fillmore St and Amarillo Blvd. Remnants of industrial usage occur along the rail line and in the southeast corner of the neighborhood.

In looking to the future of growth within the neighborhood boundary, the land use pattern is projected to stabilize and better organize many of the very same uses which currently exist today. The aforementioned single-family residential traditional neighborhood pattern north of Amarillo Blvd is projected to continue, and currently vacant areas in the northwest and northeast quadrants are also expected to develop as residential. Another core residential area – some of which exists presently – is anticipated to emerge between NW 1<sup>st</sup> and 7<sup>th</sup> Avenues, from N Hughes to Van Buren Street. The current commercial corridors of US Hwy 287/Fillmore St and Amarillo Blvd are anticipated as seeing additional commercial activity emerge, with some additional areas identified for commercial land use along N Hughes St, and NE 7<sup>th</sup> and NE 6<sup>th</sup> Avenue. While some industrial land uses are likely to continue, they are limiting to the same general areas where they exist today.

## Zoning

The current zoning determines the land use and siting restrictions for development and redevelopment within the neighborhood. Figure 14 (page 19) shows a variety of residential zoning districts throughout this neighborhood, including both single and multi-family residential (R-1, R-2, R-3, MF-1, and MH) throughout the central core of the neighborhood, a small section just south of Amarillo Blvd, and throughout the northeastern most portion of the area. The corridors of Amarillo Blvd and US Hwy 287/Fillmore Street have large concentrations of Light Commercial (LC) zoning, along with some isolated General Retail areas (GR). Industrial zoning (I-1) is widely present in the northwestern, southwestern, and southeastern corners of the neighborhood.



## Current Land Use of the North Heights Neighborhood

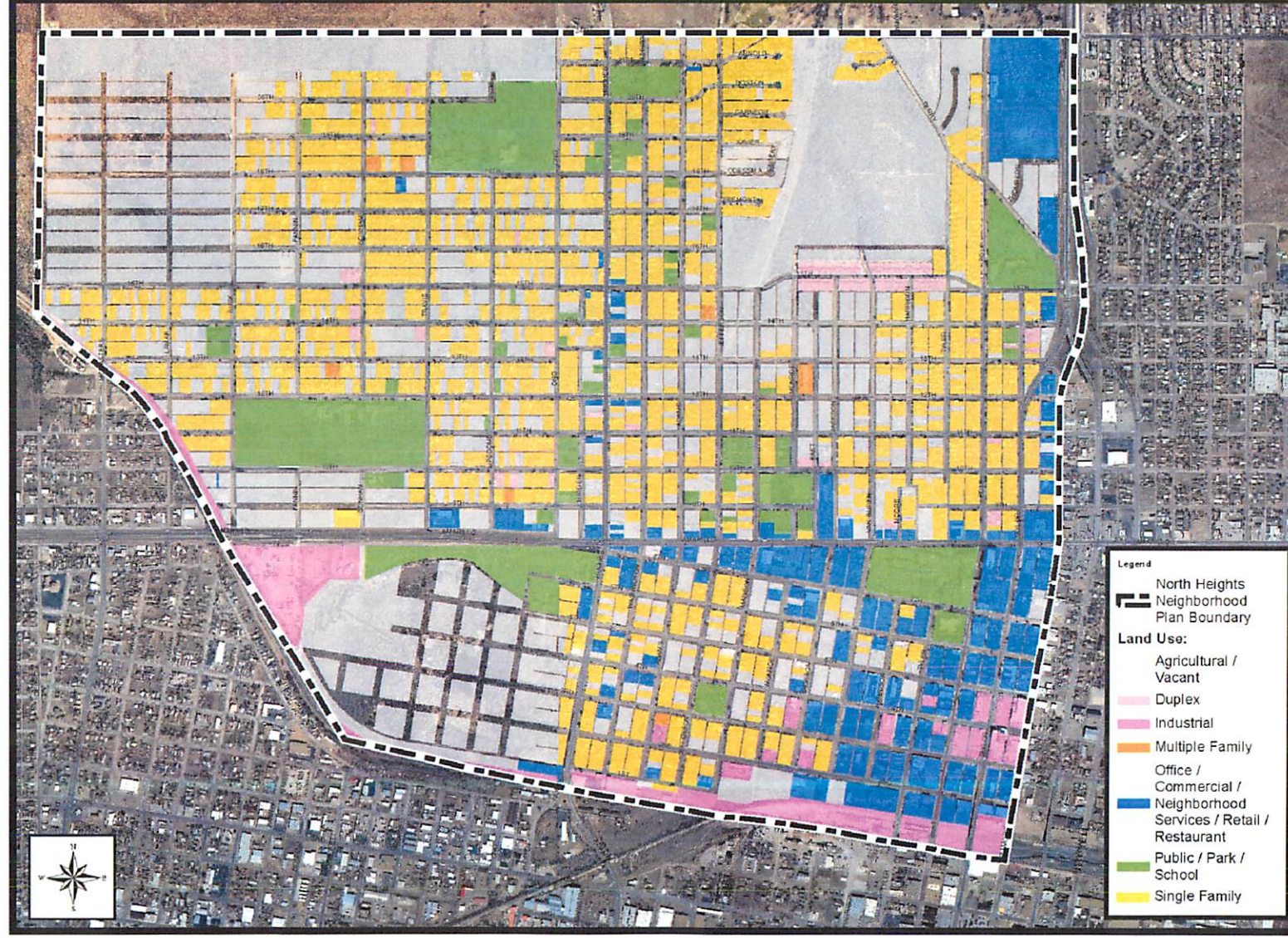


Figure 12



## Zoning Map of the North Heights Neighborhood

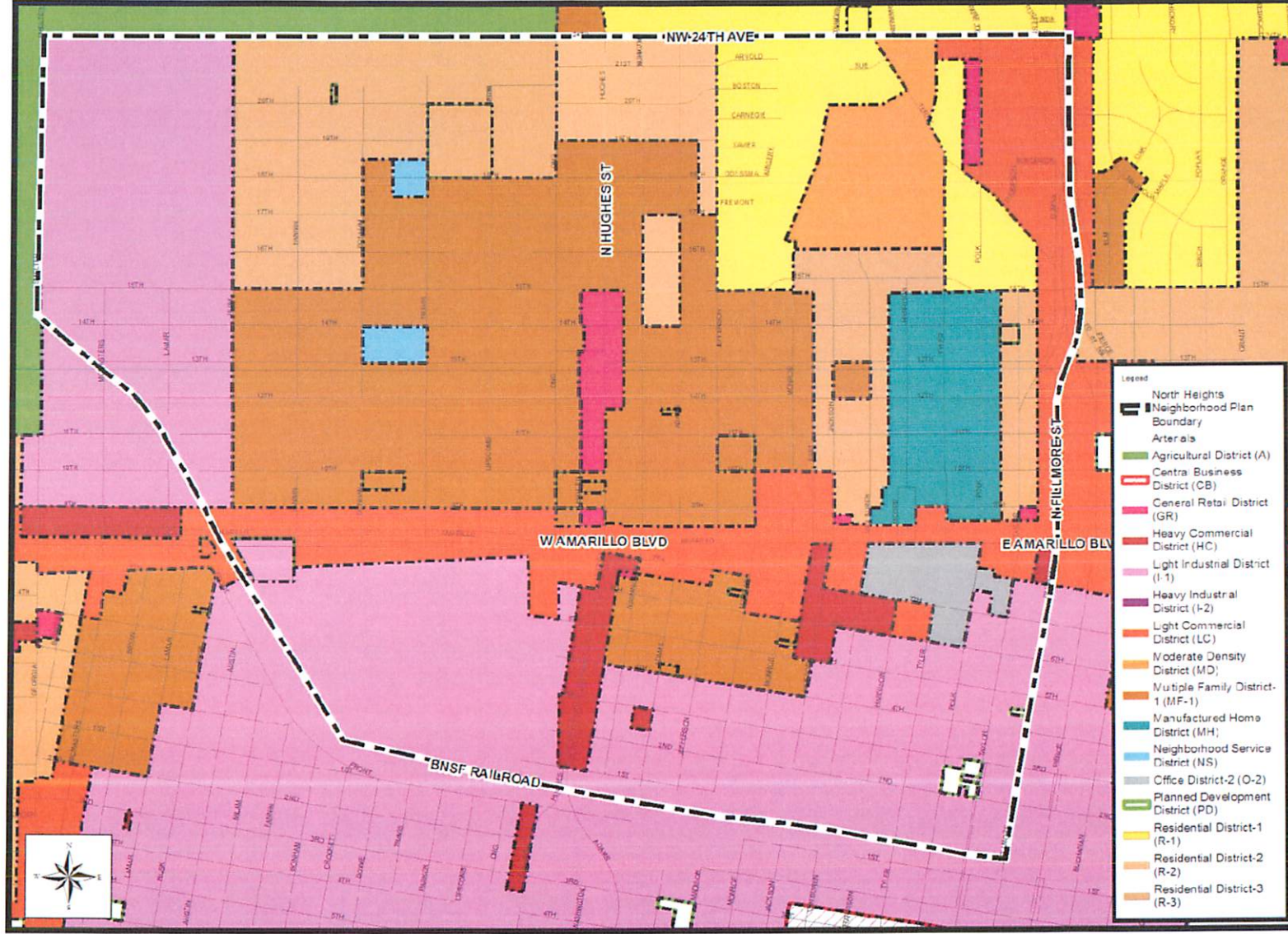


Figure 14



# **Future Land Use of the North Heights Neighborhood**

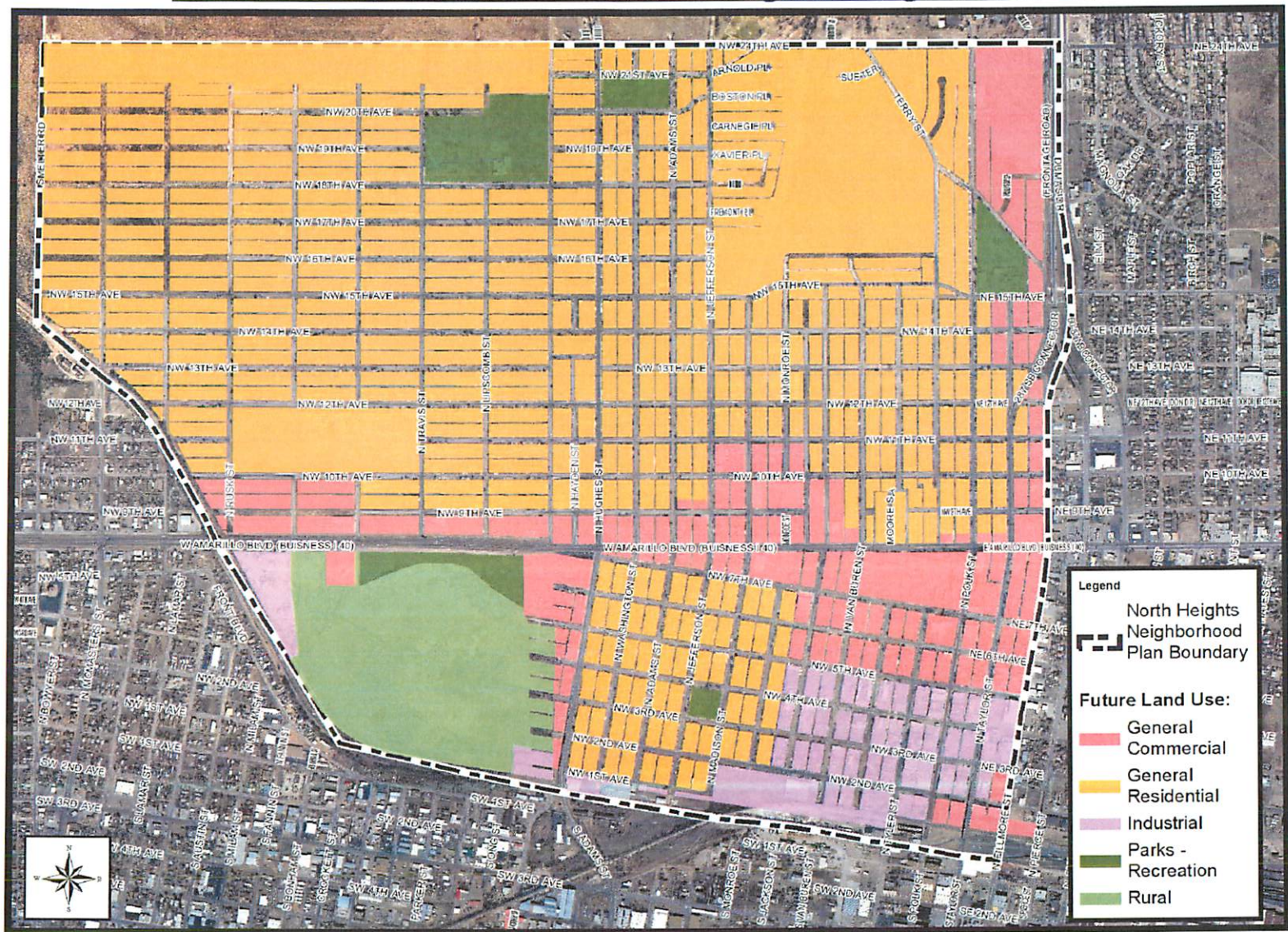


Figure 13



Sites of Historic Interest

Within the North Heights neighborhood boundary, there are a number of sites of historic interest, denoted with red and yellow dots in Figure 15. A 1997 Historic Preservation Survey prepared by Hardy-Heck-Moore & Associates identified a total of 109 historically significant buildings, 98 of which were deemed as medium priority and 11 of which were deemed as high priority. Some of these notable high priority sites include 107 N Polk St, a commercial warehouse dating back to 1913 that once operated as the Cora Hotel (Image 1) and 1501 N Adams St, a two story brick church and Sunday School building built in 1948 (Image 2). Table 1 on page 22 summarizes the sites identified.

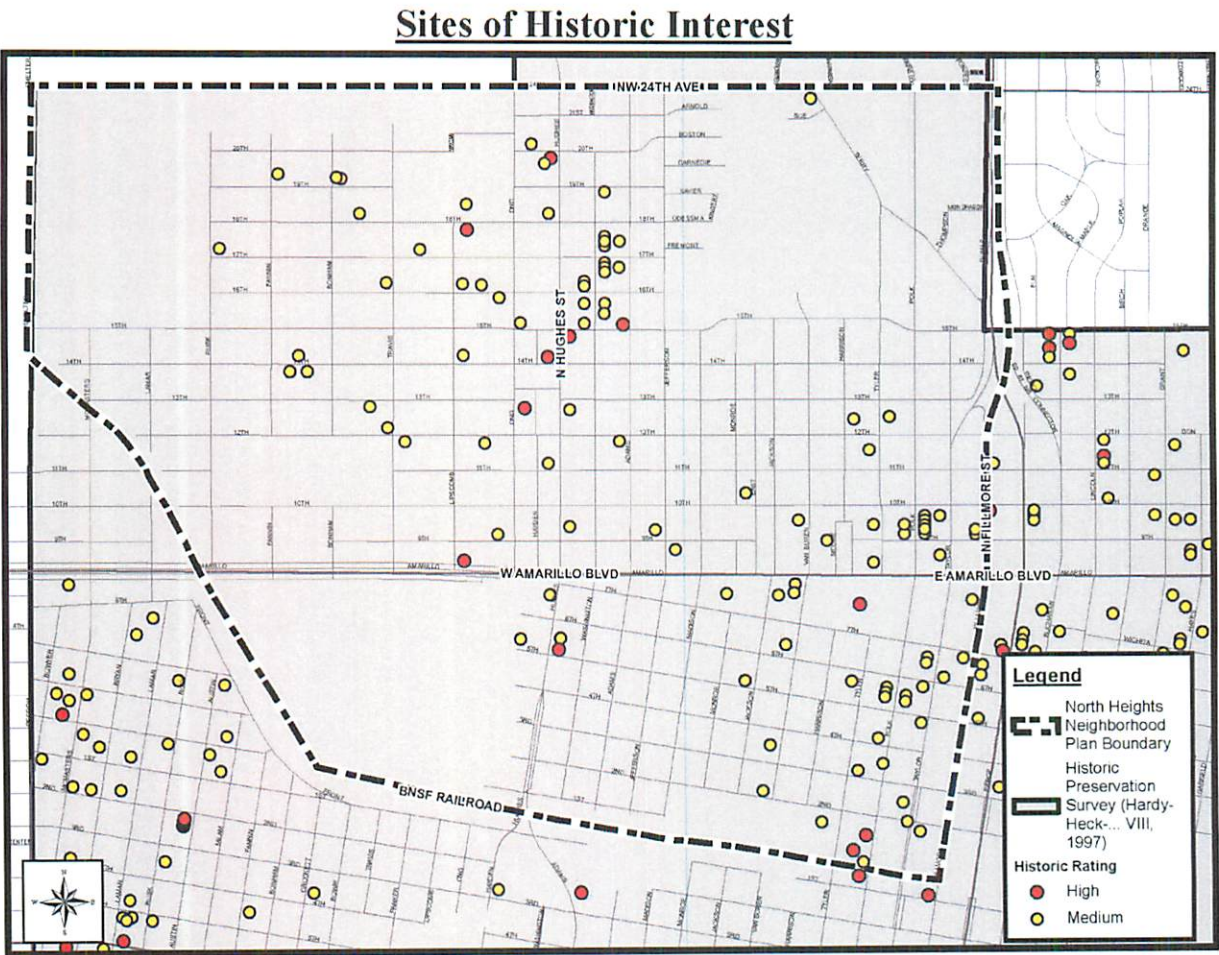


Figure 15

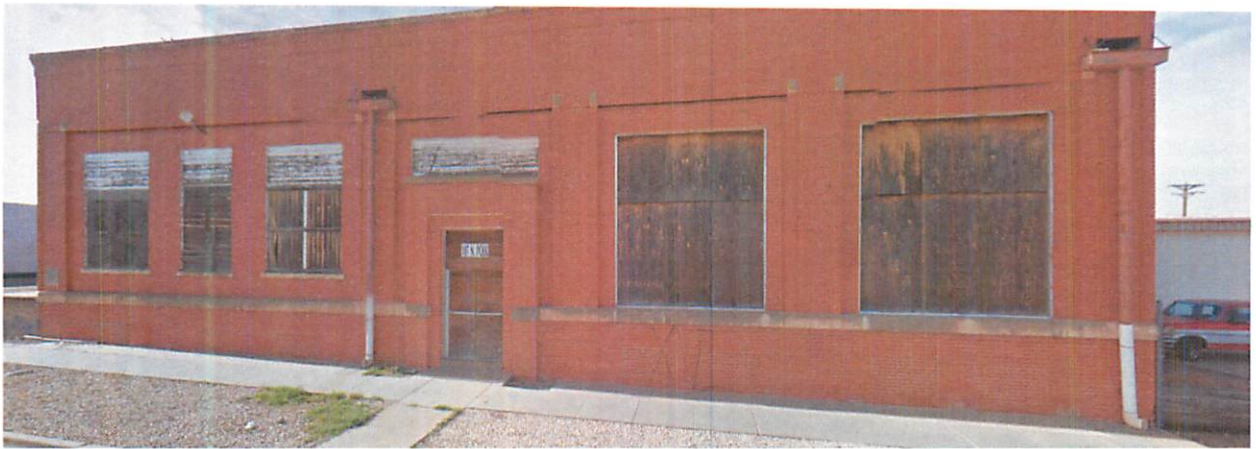


Image 1

Source: Google maps, © 2014, maps.google.com

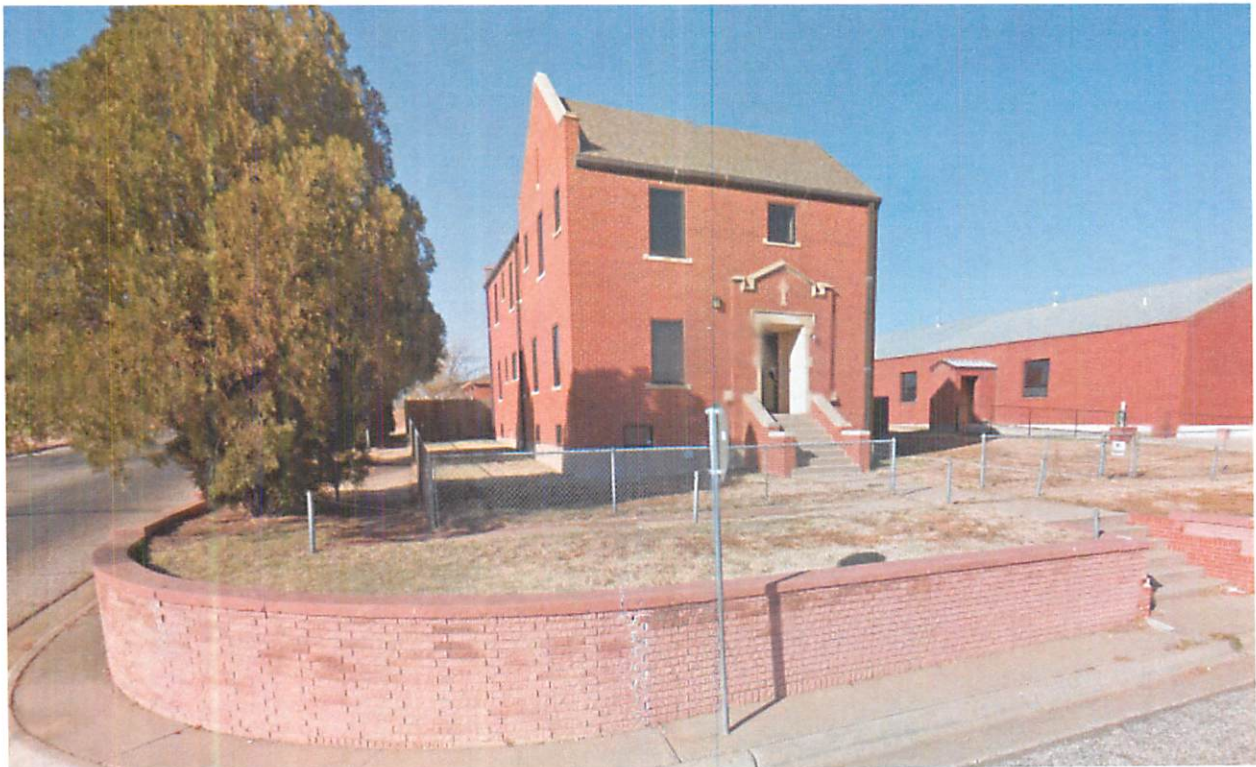


Image 2

Source: Google maps, © 2013, maps.google.com



| RATING | ADDRESS              |
|--------|----------------------|
| High   | 1337 NW 18TH AVE     |
| High   | 200 NW 7TH AVE       |
| High   | 99 N POLK ST         |
| High   | 1501 N ADAMS ST      |
| High   | 1336 W AMARILLO BLVD |
| High   | 1401 N HUGHES ST     |
| High   | 1416 N HUGHES ST     |
| High   | 500 N HUGHES ST      |
| High   | 107 N POLK ST        |
| High   | 1101 NW 20TH AVE     |
| Medium | 1705 N ADAMS ST      |
| Medium | 1609 N ADAMS ST      |
| Medium | 1602 NW 12TH AVE A   |
| Medium | 1439 NW 12TH AVE     |
| Medium | 1321 NW 12TH AVE     |
| Medium | 1617 NW 13TH AVE     |
| Medium | 1924 NW 14TH AVE     |
| Medium | 1919 NW 14TH AVE     |
| Medium | 1931 NW 14TH AVE     |
| Medium | 1340 NW 14TH AVE     |
| Medium | 1114 NW 15TH AVE     |
| Medium | 1604 NW 16TH AVE     |
| Medium | 1326 NW 16TH AVE     |
| Medium | 1342 NW 16TH AVE     |
| Medium | 1311 NW 16TH AVE     |
| Medium | 1424 NW 17TH AVE     |
| Medium | 2042 NW 17TH AVE     |
| Medium | 1626 NW 18TH AVE     |
| Medium | 1330 NW 18TH AVE     |
| Medium | 1944 NW 19TH AVE     |
| Medium | 1642 NW 19TH AVE B   |
| Medium | 913 NW 19TH AVE      |
| Medium | 414 NW 2ND AVE       |
| Medium | 1116 NW 5TH AVE      |
| Medium | 1306 NW 9TH AVE      |
| Medium | 1117 N ADAMS ST      |
| Medium | 607 N HUGHES ST      |

|               |                     |
|---------------|---------------------|
| <b>Medium</b> | 601 W AMARILLO BLVD |
| <b>Medium</b> | 1005 EAST ST        |
| <b>Medium</b> | 901 N FILLMORE ST   |
| <b>Medium</b> | 903 N FILLMORE ST   |
| <b>Medium</b> | 731 N FILLMORE ST   |
| <b>Medium</b> | 619 N FILLMORE ST   |
| <b>Medium</b> | 1204 N HARRISON ST  |
| <b>Medium</b> | 1801 N HUGHES ST    |
| <b>Medium</b> | 1101 N HUGHES ST    |
| <b>Medium</b> | 1210 N HUGHES ST    |
| <b>Medium</b> | 904 N HUGHES ST     |
| <b>Medium</b> | 607 N HUGHES ST     |
| <b>Medium</b> | 504 N HUGHES ST     |
| <b>Medium</b> | 716 N JACKSON ST    |
| <b>Medium</b> | 501 N JACKSON ST    |
| <b>Medium</b> | 905 N JEFFERSON ST  |
| <b>Medium</b> | 816 N JEFFERSON ST  |
| <b>Medium</b> | 815 MOORE ST        |
| <b>Medium</b> | 900 N POLK ST       |
| <b>Medium</b> | 901 N POLK ST       |
| <b>Medium</b> | 908 N POLK ST       |
| <b>Medium</b> | 906 N POLK ST       |
| <b>Medium</b> | 905 N POLK ST       |
| <b>Medium</b> | 904 N POLK ST       |
| <b>Medium</b> | 902 N POLK ST       |
| <b>Medium</b> | 93 N POLK ST        |
| <b>Medium</b> | 513 N POLK ST B     |
| <b>Medium</b> | 509 N POLK ST       |
| <b>Medium</b> | 505 N POLK ST       |
| <b>Medium</b> | 508 N POLK ST       |
| <b>Medium</b> | 506 N POLK ST       |
| <b>Medium</b> | 401 N POLK ST       |
| <b>Medium</b> | 309 N POLK ST       |
| <b>Medium</b> | 909 N TAYLOR ST     |
| <b>Medium</b> | 807 N TAYLOR ST     |
| <b>Medium</b> | 114 N TAYLOR ST     |
| <b>Medium</b> | 615 N TAYLOR ST     |
| <b>Medium</b> | 611 N TAYLOR ST     |
| <b>Medium</b> | 600 N TAYLOR ST     |



|        |                       |
|--------|-----------------------|
| Medium | 517 N TAYLOR ST       |
| Medium | 211 N TAYLOR ST       |
| Medium | 417 N TAYLOR ST       |
| Medium | 117 N TAYLOR ST       |
| Medium | 1204 N TYLER ST       |
| Medium | 1107 N TYLER ST       |
| Medium | 905 N TYLER ST        |
| Medium | 805 N TYLER ST        |
| Medium | 513 N TYLER ST        |
| Medium | 117 N TYLER ST        |
| Medium | 300 N TYLER ST        |
| Medium | 823 N VAN BUREN ST    |
| Medium | 309 N VAN BUREN ST    |
| Medium | 731 N VAN BUREN ST    |
| Medium | 723 N VAN BUREN ST    |
| Medium | 607 N VAN BUREN ST    |
| Medium | 1702 N WASHINGTON ST  |
| Medium | 1706 N WASHINGTON ST  |
| Medium | 1704 N WASHINGTON ST  |
| Medium | 1610 N WASHINGTON ST  |
| Medium | 1608 N WASHINGTON ST  |
| Medium | 1606 N WASHINGTON ST  |
| Medium | 1603 N WASHINGTON ST  |
| Medium | 1601 N WASHINGTON ST  |
| Medium | 1509 N WASHINGTON ST  |
| Medium | 1508 N WASHINGTON ST  |
| Medium | 1504 N WASHINGTON ST  |
| Medium | 1501 N WASHINGTON ST  |
| Medium | 1644 NW 19TH AVE REAR |
| Medium | 1110 NW 20TH AVE      |
| Medium | 1105 NW 20TH AVE      |
| Medium | 401 NW 24TH AVE       |

Traffic Counts

In understanding how the neighborhood and its street network functions, areas of high traffic count are important in identifying corridors for focus. In Figure 16 below, the total daily traffic average of key corridors is shown. The area of highest traffic volume is the segment of W Amarillo Blvd from N Hughes St to the western edge boundary, at over 20,000 vehicles per day. Along E Amarillo Blvd from N Hughes to N Taylor St, daily traffic on the average is between 15,000 and 20,000 vehicles per day. Another key area of high traffic volume is N Hughes St from Amarillo Blvd to NE 15<sup>th</sup> Ave.

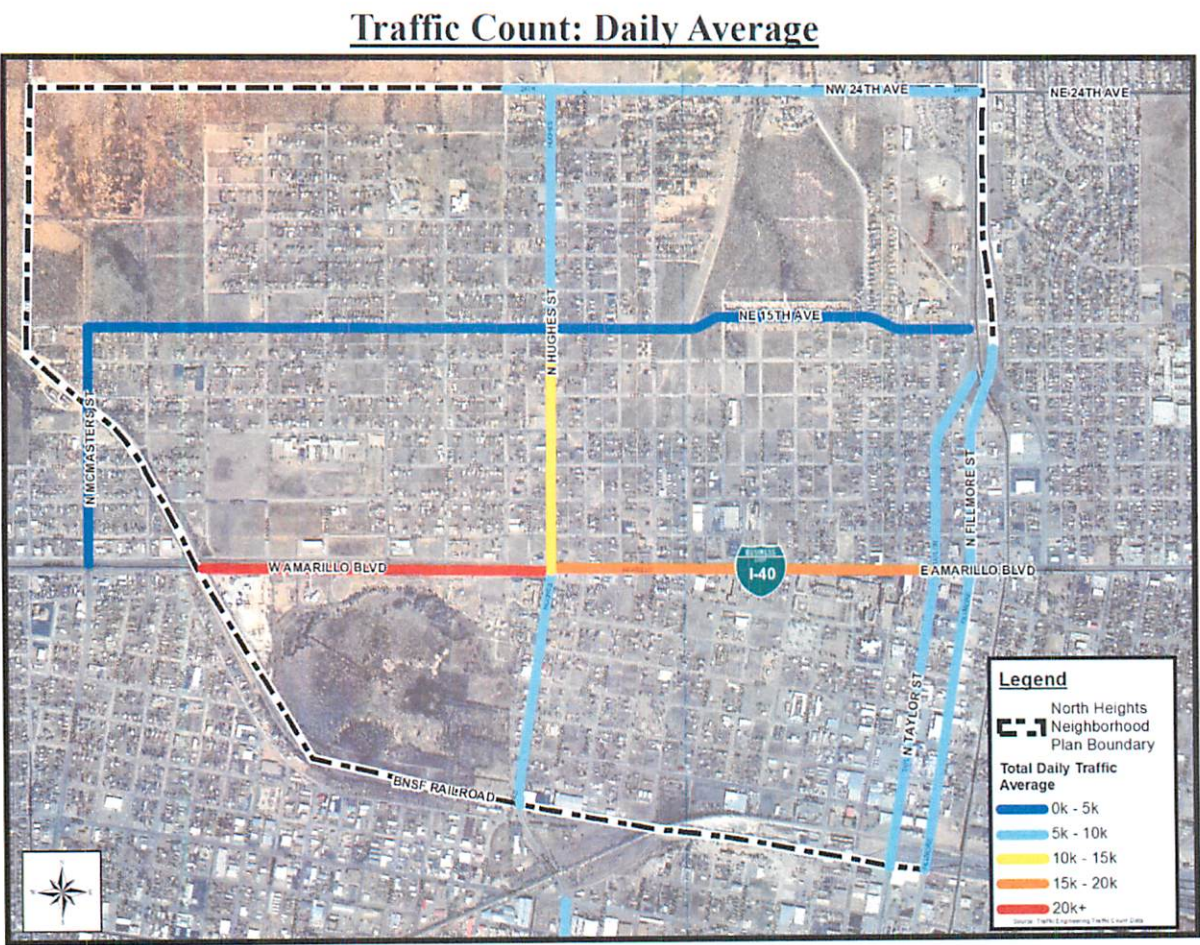
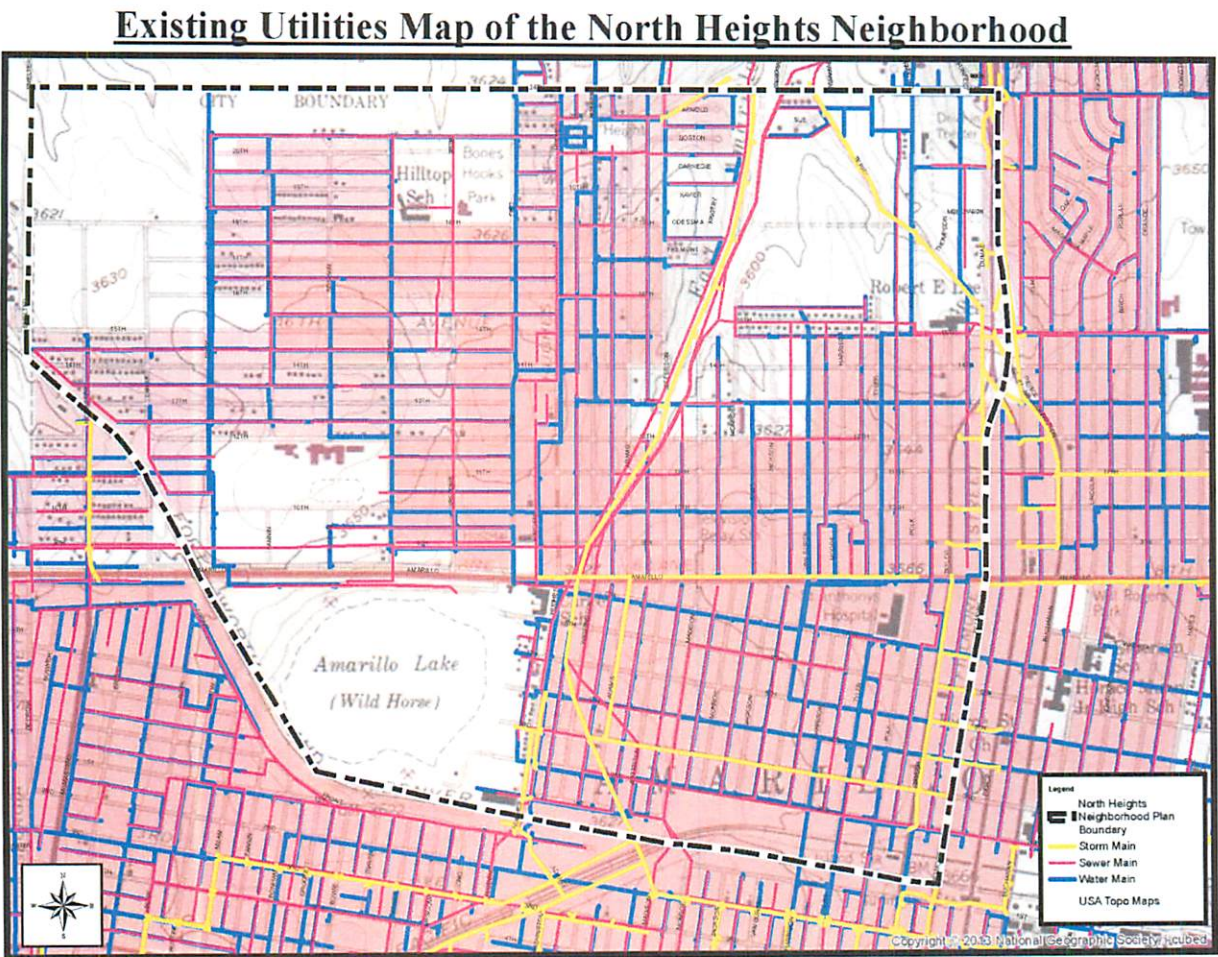


Figure 16



Utilities and Drainage

The existing storm, sewer, and water mains are illustrated in Figure 17 as well as topographical maps showing areas where drainage is typically collected. Correlating with the largest vacant areas in the neighborhood are key drainage areas at the northwest and northeast corners of the map, and Amarillo Lake just south of Amarillo Blvd in the southwest corner. The area is largely served with utilities, a key fact in ascertaining future development and land use possibilities.



Accessibility to Transit

Figure 18 lays out the various bus stops and bus routes. There are a number of areas within the North Heights neighborhood that are currently on, or close to, a bus route, and there are a total of 39 bus stops within the neighborhood, and streets served at this time include 2<sup>nd</sup>, Taylor, Hughes, Polk, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, Bonham, and 18<sup>th</sup>.

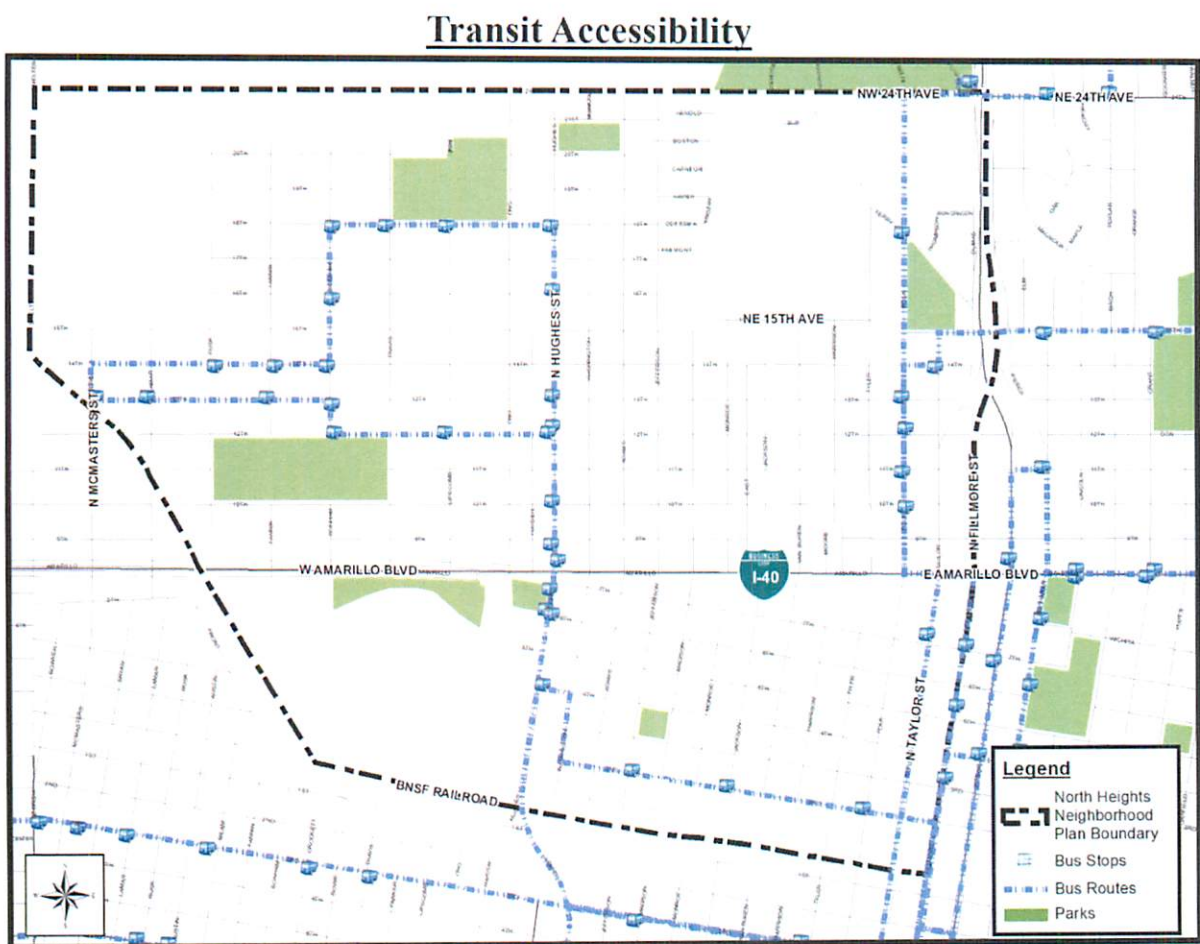


Figure 18



Streets & Sidewalks

Figure 19 illustrates street segments which are currently completely or largely unimproved in yellow, while the red denotes lots which do not have an adjacent sidewalk. Clearly, this area is largely underserved for adequate pedestrian access through the neighborhood, though some limited sidewalks exist around civic facilities and the southeastern corner of the neighborhood boundary.

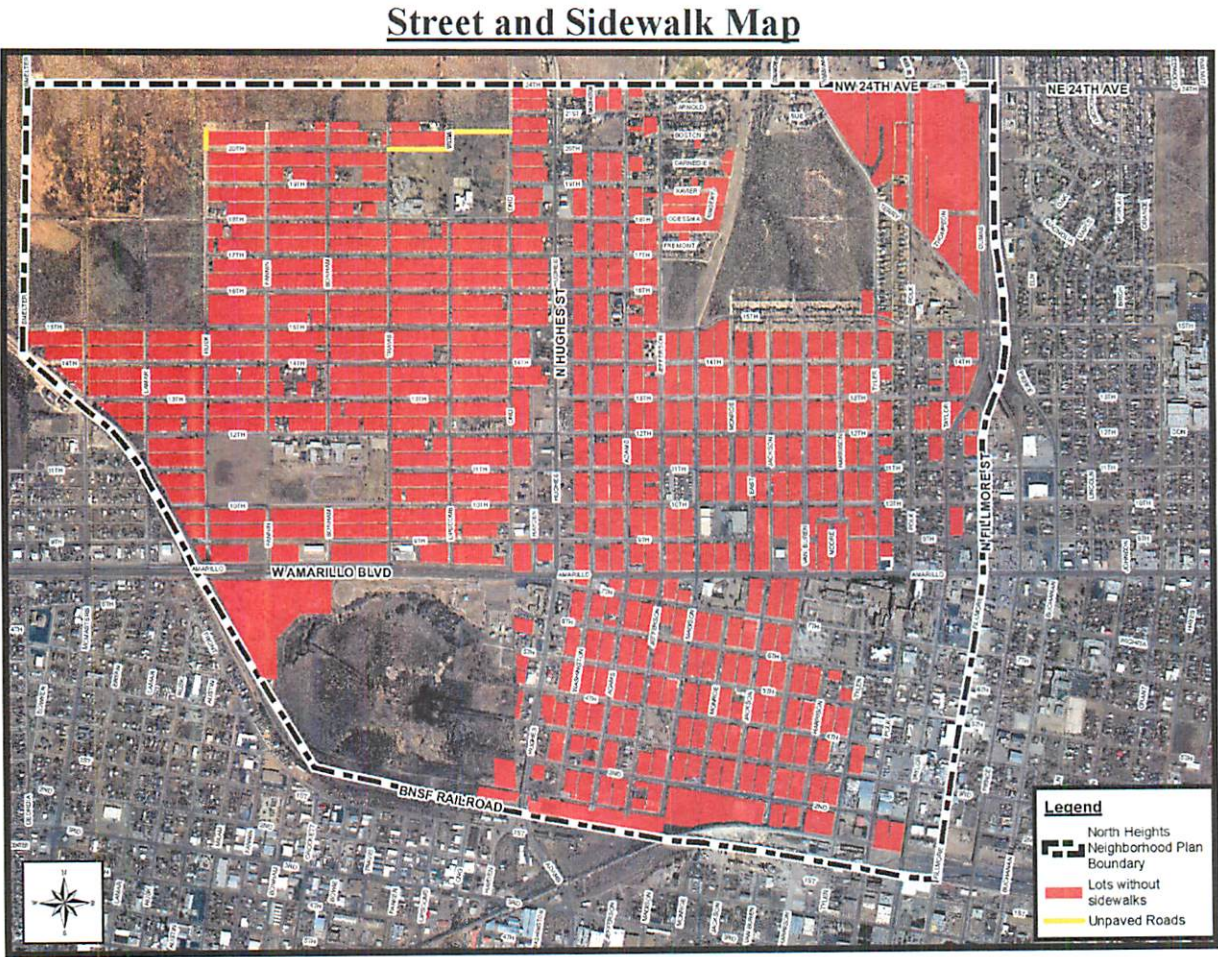


Figure 19



Property Valuation

An important factor in considering future development and redevelopment of an area is the property valuations throughout the defined boundary. Figure 20 below shows the distribution of property appraisals across the study area. The most concentrated areas of highest valuation in the North Heights neighborhood are located on or near the corridors of Amarillo Blvd, US Hwy 287/Fillmore St, and NW 24<sup>th</sup> Ave. Throughout the residential portions of the neighborhood, the appraised values fluctuate greatly, with pockets of parcels appraised under \$10,000 which may be key sites for potential redevelopment. While some of these pockets correlate with areas of topographic difficulty, others are widely dispersed.

From a trending perspective, the appraised valuations from 2007 to 2016 show a total increase in value of \$7,523,104 (from \$79,903,351 in 2007 to \$87,426,455 in 2016), and an increase in median valuation from \$5,995 to \$8,400.

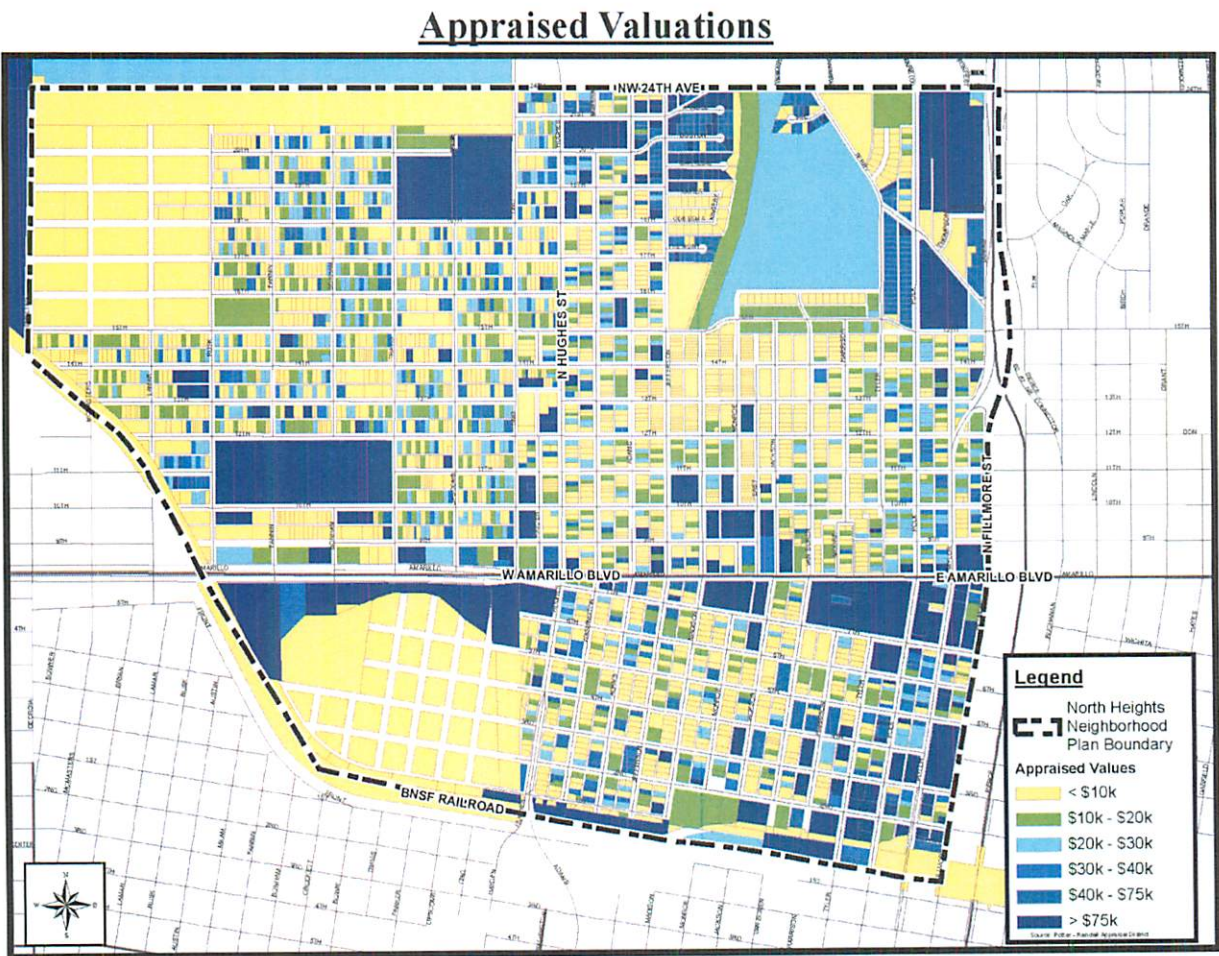


Figure 20 Potter-Randall Appraisal District, 2016



## THE ASSESSMENT: PRIORITY AREAS, GOALS, STRATEGIES, & ACTIONS

Neighborhood planning takes the process of comprehensive city planning and creates a sharper focus by identifying boundaries of a specific neighborhood and tailoring the process to the unique character, history, and needs of that neighborhood. This document attempts to break down the overall challenges and opportunities of the North Heights neighborhood into three priority areas with goals, strategies, and actions associated with each area. This organization of ideas allows the implementation and progress of the plan to be measured and evaluated at appropriate intervals.

Each goal is designed to help address a challenge and/or opportunity within the neighborhood. Objectives are used to further define the goals and strategy statements help define the action that must be taken to make the goals and objectives a reality.

As alluded to above, the input received throughout the neighborhood engagement process focused around three common priority areas. As a result, goals and objectives for each were identified to guide formulation of strategy statements.

### Top Priority Areas

- Maintaining a Strong, Vibrant Neighborhood
- Economic Development /Redevelopment
- Improve Transportation and Mobility Systems

The following goals, strategies, and actions are the primary areas that were determined to be most important to the future of the neighborhood by its residents and other interested citizens.

#### ➤ Maintaining a Strong, Vibrant Neighborhood

Because strong healthy neighborhoods are critical to the long-term vitality and strength of Amarillo and the quality of life of its residents, it is imperative to preserve and enhance its neighborhoods. A city's character is reflected in its neighborhoods. They provide a place to relax and recharge from daily schedules. Neighborhoods are where citizens live, they are their home.

- Goal: Create a neighborhood comprised of high-quality, well maintained, mixed income housing that accommodates families and individuals.
  - Strategy - Development and maintenance of quality, affordable housing
    - Create economic incentive programs to attract potential property owners/builders, such as property tax abatement for new residential construction within residentially-zoned areas for the first five years after receiving a Certificate of Occupancy.
    - Actively market neighborhood to potential developers/builders.
    - Help facilitate loan programs from local financial institutions.
    - Encourage a mix of housing alternatives through zoning.

- Strategy - Home Ownership and Occupancy
  - Promote steps to maintain significant levels of home ownership and owner occupancy.
  - Inventory absentee homeowners and notify them of neighborhood plan and efforts to increase homeownership, leading to a higher inventory of properties for sale and/or redevelopment.
  - Discourage rental housing with possible residential zoning regulations tailored to rental housing in priority/targeted areas.
  - Research and encourage rent-to-own programs.
  
- Strategy - Home Maintenance/Rehabilitation
  - Facilitate the maintenance and rehabilitation of existing housing units and yards for all homeowners.
  - Coordinate creation of a neighborhood association to organize the neighborhood and consider items such as deed restrictions.
  - Enforce applicable ordinances throughout neighborhood (dilapidated structures, weeds, junk and debris).
  - Establish programs to promote and educate residents on responsibilities of maintaining property, information on where and how to dispose of junk and/or debris, and being a “good neighbor”.
  - Establish a network of professionals with services to assist property owners.
  - Identify and promote rehabilitation programs/assistance and educate property owners on their use.
  - Establish neighborhood support groups/organizations to help property owners who need assistance maintaining properties.
  - Create incentive programs to defer taxes on any additions or remodeling to encourage investment.
  - Establish a “recognition” program for older homes which have been successfully renovated/repared.
  
- Strategy - Redevelopment of Vacant and Unused Properties
  - Create catalyst areas (such as NW 13<sup>th</sup> – NW 17<sup>th</sup> Ave, east of N Jefferson, and west/south of Carver AISD site) for housing development, and offer new construction tax incentives for new residential construction.
  - Establish land-banking policies in cooperation with local government entities for possible future private development.



- Analyze current residential and commercial land use patterns and address incompatible zoning issues.
  - Encourage re-use of vacant major commercial/institutional buildings with support from local government entities through tax incentives for pre-defined improvements and timelines.
  - Create incentive programs to defer taxes on development of vacant lots.
- Strategy – Planning/Policies
  - Develop planning policies that encourage and support a diverse mix of quality housing by way of zoning tools (Rezoning, Overlays, Mixed Use).
  - Provide flexible development-related regulations where appropriate.
  - Amend inconsistent and incompatible zoning districts.
  - Encourage replatting and development of older areas by waiving development-related fees.
  - Encourage zoning patterns that diversify/maximize opportunities for residential and commercial development.
- Goal: Address Neighborhood Character/Quality of Life
  - Strategy - Preserve Neighborhood Historic Heritage
    - Create overlay districts to promote and protect historic areas of the neighborhood.
    - Identify significant local landmarks historic buildings and develop strategies for their preservation and restoration
  - Strategy – Enhance the Livability of the Neighborhood
    - Encourage programs, services, and activities that engage residents of all ages.
    - Create a neighborhood newsletter with neighborhood announcements of activities/events.
    - Connect neighborhood representatives and AISD representatives to ensure a strong neighborhood school system by developing a long-range plan for neighborhood schools within this area.
    - Create “adopt a neighborhood” program to facilitate maintenance and upkeep of certain high visibility areas.
    - Research and encourage more programs/opportunities to implement federal, state, and/or local programs that could improve the neighborhood (community garden, weed & seed, plant-a-tree, etc).

- Consider placing at appropriate locations city satellite facilities within the neighborhood (fire, library, medical, senior citizens).
- Strategy – Neighborhood Organization
  - Encourage the development and strengthening of existing organizations.
  - Establish a neighborhood or property owner association.
  - Recognize neighborhood organizations as official representatives of the neighborhood and continue to involve them in ongoing implementation of the neighborhood plan.
  - Designate certain staff across government services to work with neighborhood representatives.
- Strategy – Create a Sense of Community
  - Install new, iconic street name signs throughout neighborhood, starting at major intersections (Hughes and Amarillo Blvd, Hughes and NW 24<sup>th</sup>, and Hughes and NW 1<sup>st</sup>).
  - Create neighborhood gateway enhancements at appropriate locations (Amarillo Blvd just east of railroad line, Amarillo Blvd and Polk St, Hughes and NW 1<sup>st</sup>, and Hughes and NW 24<sup>th</sup>).
- Strategy – Create and Enhance Open Space and Recreation
  - Improve park/open spaces character by installing new and additional covered areas, benches, tables, grills, permanent board games (especially Hazelrigg and Heinz parks).
  - Provide more facilities for youth sports activities and small child playscapes.
  - Assess hike/bike trail opportunities that can link neighborhood to Thompson park and schools.
  - Plant more trees in open spaces and parks.
  - Promote adult leagues programs to be played in local recreation areas.
  - Collaborate with churches to create “bingo” type nights or other adult leisure activities.
  - Provide or designate areas for community gardens.
  - Provide specialty lighting in priority/high profile open spaces.
- Goal: Create a Safe Neighborhood Environment
  - Strategy - Create an atmosphere where residents feel safe in their homes and in their neighborhood
    - Promote neighborhood safety by working closely with local police and instituting community policing initiatives.
    - Consider locating policing substation within neighborhood.



- Hold periodic meetings between law enforcement agencies and neighborhood residents to identify and prioritize resident's concerns.
  - Encourage and support formation of neighborhood and business watch programs.
  - Encourage community and business sponsorship of regular youth oriented activities to be held in community or school facilities.
- Strategy – Promote Neighborhood Safety by Improving Traffic (NW 24<sup>th</sup> and Hughes, Travis and Amarillo Blvd, NW 15<sup>th</sup> and Hughes)
    - Enforce sight visibility violations at various intersections.
    - Maintain and improve lighting at intersections (high volume intersections being top priority).
    - Consider alternative street designs for improved traffic calming where appropriate and in new developments.
    - Identify and address “drag-strip” thoroughfares.

#### ➤ Economic Development/Redevelopment

Neighborhood commercial development not only provides a tax base for the City but also provides jobs for local residents and indicates the vitality of the local area as well. There are various mechanisms to achieve appropriate neighborhood commercial development. Since revitalization initiatives are multi-faceted, efforts must address improvements to the built environment as well as the social and economic conditions of the neighborhood and its surroundings.

- Goal: Encourage greater economic diversity and growth in quality jobs while building on local strengths.
  - Strategy – Identify Appropriate Areas for Development/Redevelopment
    - Amend zoning patterns to promote appropriate mix of business along designated corridors (Hughes St south of Amarillo Blvd, diversifying commercial mix along Amarillo Blvd west of Hughes St).
    - Address dangerous and dilapidated structures both within the neighborhood and major arterials that may be impeding surrounding development.
  - Strategy – Align and coordinate resources to encourage and support economic development/redevelopment
    - Encourage economic development by drafting and approving specific economic incentives for North Heights neighborhood which could include local hiring requirements.
    - Designate business corridors for marketing and promotion of economic development incentives or creation of special districts.

- Encourage repurposing major vacant structures, hire expert consultants, encourage and support discussion meetings.
- Strategy – Identify Key Corridors and Sites for Infrastructure Improvements
  - Designate key thoroughfares as primary business corridors (Amarillo Blvd and Hughes St).
  - Implement specific streetscape element requirements along primary business corridors.
  - Identify and evaluate all public infrastructure along primary business corridors for construction and/or reconstruction.
  - Identify/designate an appropriate corridor and/or intersection to focus resources on for initial improvements (Hughes St and Amarillo Blvd, and Hughes St and NW 24<sup>th</sup> Ave).

#### ➤ Improve Transportation and Mobility Systems

Convenient and safe access to neighborhood services, public parks, schools, libraries, and other necessary parts of the City is important to neighborhood residents. Adequate and good quality streets, sidewalks, street lighting, and utilities are vital to the health and livability of all neighborhoods.

- Goal: Improve Public Rights-Of-Way Facilities
  - Strategy – Improve Streets and Sidewalks
    - Inventory and evaluate all streets and sidewalks within neighborhood and prioritize construction and reconstruction.
    - Address need for sidewalks with appropriate ADA (Americans with Disabilities Act) ramps within neighborhood at all intersections.
  - Strategy – Increase Lighting Along Neighborhood Thoroughfares
    - Inventory and evaluate neighborhood lighting along streets, at intersections, and public transit facilities and prioritize where increased lighting is needed and where existing lighting needs maintenance
  - Strategy – Improve Multi-modal Transportation Routes to Provide Connectivity
    - Review and assess public transportation stops, routes to schools, jobs, etc for better efficiency
    - Work with TXDOT on implementing streetscape elements along Amarillo Blvd
    - Work with residents to further evaluate designation and improvements for multi-modal transportation (pedestrian, bikes, public transit, etc) routes throughout neighborhood
    - Update and improve public transit facilities and consider expanding operation timeframes



## LAND USE: GUIDING PRINCIPLES

As implementation of this Neighborhood Plan moves forward, it is important to identify guiding principles which will ensure consistency in decision making with this document and the ideas, strategies, and actions outlined within its contents. Land use decisions have major impacts on development patterns and may include a variety of decisions, including zoning requests, infrastructure planning, and consideration of development proposals. These principles focus on the health, stability, and functionality of the North Heights neighborhood area and are listed below.

- Determine that the decision will not create an arbitrary development pattern.
- Plan for an adequate and diverse supply of housing for all income levels.
- Minimize negative effects between incompatible land uses and ensure adequate transitions.
- Distinguish suitable areas for public uses.
- Discourage intense uses within or adjacent to residential areas.
- Diversify the types of commercial activity.
- Limit development in floodplains and environmentally sensitive areas.
- Consider public safety as it relates to future developments.
- Protect and promote areas of historical and cultural significance.
- Avoid creating undesirable precedents.
- Promote expansion of the economic base to create job opportunities.
- Ensure consistency of land use decisions on similar properties.
- Keep infrastructure in mind when making land use decisions.
- Advance development that serves the needs of a diverse population.
- Promote redevelopment and infill that meets community needs and is complimentary to the neighborhood.
- Enhance neighborhood identity and investment where possible.
- Make decisions that result in the highest level of service to the neighborhood possible.
- Maintain a safe and efficient street network while improving multi-modal transportation options by increasing bicycle and pedestrian connections to key destinations within and around the neighborhood.

## THE GAME PLAN: PHASING & IMPLEMENTATION

### Implementation

The City Council will demonstrate the City's commitment to North Heights Neighborhood Plan by formally adopting the plan as an amendment to the City's Comprehensive Plan. However, the implementation of every action item listed in this plan will require separate and specific consideration. Adoption of the plan does not begin the implementation of any item. Approval of the plan does not legally obligate the City to implement any particular action item. The implementation will require specific actions by the neighborhood, the City and by other agencies. As mentioned earlier, the North Heights Neighborhood Plan will be supported and implemented by:

- City Council, Boards/Commissions, and Staff
- City Departmental Budgets
- Capital Improvement Projects
- Outside Agencies and Organizations
- Neighborhood Action

### City Guidance

Numerous boards and commissions of the City will look to the North Heights Neighborhood Plan when they need guidance about the neighborhood. The Planning and Zoning Commission will already know if a proposed zoning change in the North Heights area would be appropriate and supported by the residents and businesses of the neighborhood. The Parks and Recreation Board will have a guide available stating the neighborhood's priorities for parks and open space. Additionally, City staff will use the plan as a guidance document for review of projects and programs.

### Budgeting

Each year, every City department puts together a budget that states the department's priorities for the coming year as it relates to the Blueprint For Amarillo. By bringing the strengths and desires of the North Heights neighborhood to the attention of City departments, the North Heights Neighborhood Plan will help them prioritize those projects that help address the neighborhood's needs. There are issues in the neighborhood that require a major capital expenditure. In these instances the guidance provided by the plan will be critical to see the project will proceed in a fashion that keeps in mind the overall long-term interests of the neighborhood.

### Outside Agencies and Organizations

Other agencies and organizations outside City government will play an important role in the implementation of the North Heights Neighborhood Plan. As these agencies look for public input, the North Heights Neighborhood Plan will be available as a clearly articulated vision of the direction the neighborhood desires to go.

### Neighborhood Action

Many of the elements of the North Heights Neighborhood Plan will be implemented by direct neighborhood action, possibly with some City support. Periodic neighborhood events would be an example of projects that might best be coordinated by the neighborhood.



Implementation Tracking

The implementation of the North Heights Neighborhood Plan will be monitored on a regular basis. Some items are expected to be completed quickly. For others, especially those items that need additional funding, it may be more difficult to schedule a firm completion date. Nevertheless, the status of every item proposed in the neighborhood plan will be tracked. The North Heights Neighborhood Plan Implementation Table Chart provides an easy way to check the status of the implementation of the plan. For each action proposed in the plan, the chart lists the strategy statement, responsible party, proposed time frame, and the current status. This table will be updated regularly as more information becomes available and as the status of projects change. An regular update report summarizing the overall implementation status of the plan's recommendations is proposed to be given to the Planning and Zoning Commission and City Council. The plan and the implementation table will be available upon request from the City of Amarillo Planning department.

North Heights Neighborhood Plan Updates

To be effective, a neighborhood plan must be periodically updated to reflect changes in the neighborhood. The North Height Neighborhood Plan needs to be reviewed, at a minimum, annually. Planning department staff will conduct the review, update the status of the action items and consider any additions or amendments. Planning staff may also designate subcommittees to assist in this review. However, just as the original advisory committee represented a diverse mix of interests in the neighborhood, the updating subcommittee should include representatives of homeowner, renters, businesses and non-resident property owners as well. Over time, a neighborhood plan may need more changes to stay current than would be appropriate for a small subcommittee to make and may warrant an amended plan to be adopted. How often this will be necessary depends on how much the conditions have changed in the neighborhood.

IMPLEMENTATION TABLE

Abbreviations:

- BS – Building Safety
- CD – Community Development
- CP&D – Capital Projects & Development
- ED – Economic Development
- NO – Neighborhood Organization
- PD – Police Dept.
- P&R – Parks & Recreation
- PL - Planning
- PW – Public Works
- TR – Transit
- AISD – Amarillo Independent School District
- TXDOT – Texas Dept of Transportation

Strategy Priority:

- H – High
- M – Medium
- L - Low

| ➤ CREATE STRONG, VITAL NEIGHBORHOODS                                                                                                                                          |                                                                                                                                                                                                                                                         |                   |              |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|--------|
| GOAL : Improve neighborhood stability by creating a neighborhood comprised of high-quality, well maintained, mixed income housing that accommodates families and individuals. |                                                                                                                                                                                                                                                         |                   |              |        |
| Strategy - Promote the development and maintenance of quality affordable housing                                                                                              |                                                                                                                                                                                                                                                         |                   |              |        |
| Action Priority                                                                                                                                                               | Action Summary                                                                                                                                                                                                                                          | Responsible Party | Time Frame   | Status |
| H                                                                                                                                                                             | Create economic incentive programs to attract potential property owners/builders, such as property tax abatement for new residential construction within residentially-zoned areas for the first five years after receiving a Certificate of Occupancy. | ED, PL, BS        | Mid          |        |
| H                                                                                                                                                                             | Actively market neighborhood to potential developers/builders.                                                                                                                                                                                          | ED, NO            | Ongoing      |        |
| H                                                                                                                                                                             | Help facilitate loan programs from local financial institutions.                                                                                                                                                                                        | ED, NO            | Ongoing      |        |
| M                                                                                                                                                                             | Encourage a mix of housing alternatives through zoning.                                                                                                                                                                                                 | PL                | Short        |        |
| Strategy - Home Ownership and Occupancy                                                                                                                                       |                                                                                                                                                                                                                                                         |                   |              |        |
| Action Priority                                                                                                                                                               | Action Summary                                                                                                                                                                                                                                          | Responsible Party | Time Frame   | Status |
| H                                                                                                                                                                             | Promote steps to maintain significant levels of home ownership and owner occupancy (incentives, deed restrictions, etc.).                                                                                                                               | PL, ED, NO        | Short<br>Mid |        |
| M                                                                                                                                                                             | Inventory absentee homeowners and notify them of neighborhood plan and efforts to decrease rental units and to increase homeownership, leading to a higher inventory of properties for sale and/or redevelopment.                                       | ED, PL            | Short        |        |
| M                                                                                                                                                                             | Discourage rental housing with possible residential zoning regulations tailored to rental housing in priority/targeted areas.                                                                                                                           | PL                | Short        |        |
| H                                                                                                                                                                             | Research and encourage rent-to-own programs.                                                                                                                                                                                                            | ED                | Mid          |        |



| Strategy - Home Maintenance/Rehabilitation |                                                                                                                                                                                              |                   |            |        |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|--------|
| Action Priority                            | Action Summary                                                                                                                                                                               | Responsible Party | Time Frame | Status |
| H                                          | Facilitate the maintenance and rehabilitation of existing housing units and yards for all homeowners.                                                                                        | ED, BS, NO        | Ongoing    |        |
| M                                          | Coordinate creation of a neighborhood association to organize the neighborhood and consider items such as deed restrictions.                                                                 | NO                | Mid        |        |
| H                                          | Enforce applicable ordinances throughout neighborhood (dilapidated structures, weeds, junk and debris).                                                                                      | BS                | Ongoing    |        |
| M                                          | Establish programs to promote and educate residents on responsibilities of maintaining property, information on where and how to dispose of junk and/or debris, and being a "good neighbor". | BS, PL, NO        | Short      |        |
| H                                          | Establish a network of professionals with services to assist property owners.                                                                                                                | NO                | Short      |        |
| M                                          | Identify and promote rehabilitation programs/assistance and educate property owners on their use.                                                                                            | BS, PL, NO        | Ongoing    |        |
| H                                          | Establish neighborhood support groups/organizations to help property owners who need assistance maintaining properties.                                                                      | NO, PL            | Short      |        |
| M                                          | Create incentive programs to defer taxes on any additions or remodeling to encourage investment.                                                                                             | ED, PL            | Mid        |        |
| M                                          | Establish a "recognition" program for older homes which have been successfully renovated/repared.                                                                                            | PL, NO            | Short      |        |

| Strategy – Redevelopment of Vacant and Unused Properties |                                                                                                                                                                                                                     |                   |            |        |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|--------|
| Action Priority                                          | Action Summary                                                                                                                                                                                                      | Responsible Party | Time Frame | Status |
| M                                                        | Create catalyst areas (such as NW 13th – NW 17th Ave, east of N Jefferson, and west/south of Carver AISD site) for housing development, and offer new construction tax incentives for new residential construction. | ED, PL, NO        | Short      |        |
| M                                                        | Establish land-banking policies in cooperation with local government entities for possible future private development.                                                                                              | ED, PL            | Mid        |        |
| M                                                        | Analyze current residential and commercial land use patterns and address incompatible zoning issues.                                                                                                                | PL                | Short      |        |
| H                                                        | Encourage re-use of vacant major commercial/institutional buildings with support from local government entities through tax incentives.                                                                             | ED, PL            | Short      |        |
| H                                                        | Create incentive programs to defer taxes on development of vacant lots.                                                                                                                                             | ED, PL            | Mid        |        |
| Strategy – Planning/Policies                             |                                                                                                                                                                                                                     |                   |            |        |
| Action Priority                                          | Action Summary                                                                                                                                                                                                      | Responsible Party | Time Frame | Status |
| M                                                        | Develop policies that encourage and support a diverse mix of quality housing by way of zoning tools (Rezoning, Overlays, Mixed Use).                                                                                | PL                | Short      |        |
| M                                                        | Amend inconsistent and incompatible zoning districts.                                                                                                                                                               | PL                | Short      |        |
| M                                                        | Encourage replatting and development of older areas by waiving development-related fees.                                                                                                                            | BS, PL            | Short      |        |
| H                                                        | Encourage zoning patterns that diversify/maximize opportunities for residential and commercial development.                                                                                                         | PL                | Short      |        |
| L                                                        | Provide flexible development-related regulations where appropriate.                                                                                                                                                 | PL, CP&D          | Short      |        |



| GOAL : Address Neighborhood Character/Quality of Life |                                                                                                                                                                                               |                   |            |        |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|--------|
| Strategy - Preserve Neighborhood Historic Heritage    |                                                                                                                                                                                               |                   |            |        |
| Action Priority                                       | Action Summary                                                                                                                                                                                | Responsible Party | Time Frame | Status |
| M                                                     | Create overlay districts to promote and protect historic areas of the neighborhood.                                                                                                           | PL                | Short Mid  |        |
| H                                                     | Identify significant local landmarks and historic buildings and develop strategies for their preservation and restoration.                                                                    | PL                | Short      |        |
| Strategy – Enhance the Livability of the Neighborhood |                                                                                                                                                                                               |                   |            |        |
| Action Priority                                       | Action Summary                                                                                                                                                                                | Responsible Party | Time Frame | Status |
| M                                                     | Encourage programs, services, and activities that engage residents of all ages.                                                                                                               | P&R, NO           | Ongoing    |        |
| L                                                     | Create a neighborhood newsletter with neighborhood announcements of activities/events.                                                                                                        | NO                | Short      |        |
| H                                                     | Connect neighborhood representatives and AISD representatives to ensure a strong neighborhood school system by developing a long-range plan for neighborhood schools within this area.        | ED, PL, AISD      | Mid        |        |
| M                                                     | Create “adopt a neighborhood” program to facilitate maintenance and upkeep of certain high visibility areas (Amarillo Blvd, Hughes St, 24 <sup>th</sup> Ave, Parks).                          | BS, PL, TXDOT     | Short      |        |
| M                                                     | Research and encourage more programs/opportunities to implement federal, state, and/or local programs that could improve the neighborhood (community garden, weed & seed, plant-a-tree, etc). | ED, PL, NO        | Ongoing    |        |
| H                                                     | Consider placing at appropriate locations city satellite facilities within the neighborhood (fire, library, medical, senior citizens).                                                        | All Depts, NO     | Long       |        |

| Strategy - Neighborhood Organization                    |                                                                                                                                                                                                                                                                 |                   |            |        |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|--------|
| Action Priority                                         | Action Summary                                                                                                                                                                                                                                                  | Responsible Party | Time Frame | Status |
| M                                                       | Encourage the development and strengthening of existing organizations.                                                                                                                                                                                          | NO                | Ongoing    |        |
| M                                                       | Establish a neighborhood or property owner association.                                                                                                                                                                                                         | NO, PL            | short      |        |
| H                                                       | Recognize neighborhood organizations as official representatives of the neighborhood and continue to involve them in ongoing implementation of the neighborhood plan.                                                                                           | BS, PL, NO        | Short      |        |
| M                                                       | Designate certain staff across government services to work with neighborhood representatives.                                                                                                                                                                   | All Depts         | Ongoing    |        |
| Strategy - Create a Sense of Community                  |                                                                                                                                                                                                                                                                 |                   |            |        |
| Action Priority                                         | Action Summary                                                                                                                                                                                                                                                  | Responsible Party | Time Frame | Status |
| M                                                       | Install new, iconic street name signs throughout neighborhood, starting at major intersections (Hughes St and Amarillo Blvd, Hughes St and NW 24 <sup>th</sup> Ave, and Hughes St and NW 1 <sup>st</sup> Ave)                                                   | PW, NO            | Mid        |        |
| M                                                       | Create neighborhood gateway enhancements (Amarillo Blvd just east of railroad line, Amarillo Blvd and Polk St, Hughes St and NW 1 <sup>st</sup> Ave, and Hughes St and NW 24 <sup>th</sup> Ave)                                                                 | PL, PW, TXDOT     | Short Mid  |        |
| Strategy - Create and Enhance Open Space and Recreation |                                                                                                                                                                                                                                                                 |                   |            |        |
| Action Priority                                         | Action Summary                                                                                                                                                                                                                                                  | Responsible Party | Time Frame | Status |
| H                                                       | Improve park/open spaces character by installing new and additional covered areas, benches, tables, grills, permanent board games (especially Hazelrigg and Heinz parks)<br>Provide specialty lighting in priority/high profile open spaces (Bones Hooks, MLK). | P&R, PW           | Mid Long   |        |
| H                                                       | Provide more facilities for youth sports activities and small child playscapes.                                                                                                                                                                                 | P&R               | Mid Long   |        |
| M                                                       | Assess hike/bike trail opportunities that can link neighborhood to Thompson park and schools.                                                                                                                                                                   | PL, P&R           | Short Mid  |        |
| M                                                       | Plant more trees in open spaces and parks.                                                                                                                                                                                                                      | P&R, NO           | Short Mid  |        |
| L                                                       | Promote adult leagues programs to be played in local recreation areas.                                                                                                                                                                                          | P&R               | Short      |        |
| M                                                       | Collaborate with churches to create "bingo" type nights or other adult leisure activities.                                                                                                                                                                      | P&R, NO           | Short      |        |



| L                                                                                                                                                               | Provide or designate areas for community gardens.                                                                                  | PL, NO            | Short         |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|--------|
| Goal: Create a Safe Neighborhood Environment                                                                                                                    |                                                                                                                                    |                   |               |        |
| Strategy - Create an atmosphere where residents feel safe in their homes and in their neighborhood                                                              |                                                                                                                                    |                   |               |        |
| Action Priority                                                                                                                                                 | Action Summary                                                                                                                     | Responsible Party | Time Frame    | Status |
| H                                                                                                                                                               | Promote neighborhood safety by working closely with local police and instituting community policing initiatives.                   | PD                | Short Ongoing |        |
| H                                                                                                                                                               | Consider locating policing substation within neighborhood.                                                                         | PD                | Long          |        |
| H                                                                                                                                                               | Hold periodic meetings between law enforcement agencies and neighborhood residents to identify and prioritize resident's concerns. | PD, NO            | Ongoing       |        |
| H                                                                                                                                                               | Encourage and support formation of neighborhood and business watch programs.                                                       | PD, NO            | Short         |        |
| H                                                                                                                                                               | Encourage community and business sponsorship of regular youth oriented activities to be held in community or school facilities.    | P&R, AISD, NO     | Ongoing       |        |
| Strategy - Promote Neighborhood Safety by Improving Traffic Controls (NW 24 <sup>th</sup> and Hughes, Travis and Amarillo Blvd, NW 15 <sup>th</sup> and Hughes) |                                                                                                                                    |                   |               |        |
| Action Priority                                                                                                                                                 | Action Summary                                                                                                                     | Responsible Party | Time Frame    | Status |
| H                                                                                                                                                               | Enforce sight visibility violations at intersections.                                                                              | PW                | Short         |        |
| H                                                                                                                                                               | Maintain and improve lighting at intersections (high volume intersections being top priority).                                     | CPDE, PW          | Short Mid     |        |
| L                                                                                                                                                               | Consider alternative street designs for improved traffic calming where appropriate and in new developments.                        | CPDE, PW          | Mid Long      |        |
| M                                                                                                                                                               | Identify and address "drag-strip" thoroughfares.                                                                                   | CPDE, PD          | Short Mid     |        |

| ➤ ECONOMIC DEVELOPMENT/REDEVELOPMENT                                                                    |                                                                                                                                                                                                                    |                   |            |        |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|--------|
| Goal: Encourage greater economic diversity and growth in quality jobs while building on local strengths |                                                                                                                                                                                                                    |                   |            |        |
| Strategy – Identify Appropriate Areas for Development/Redevelopment                                     |                                                                                                                                                                                                                    |                   |            |        |
| Action Priority                                                                                         | Action Summary                                                                                                                                                                                                     | Responsible Party | Time Frame | Status |
| M                                                                                                       | Amend zoning patterns to promote appropriate mix of business along designated corridors (Hughes St south of Amarillo Blvd, diversifying commercial mix along Amarillo Blvd west of Hughes St).                     | PL                | Short      |        |
| H                                                                                                       | Address dangerous and dilapidated structures both within the neighborhood and major arterials that may be impeding surrounding development.                                                                        | BS                | Short      |        |
| Strategy – Align and coordinate resources to encourage and support economic development/redevelopment   |                                                                                                                                                                                                                    |                   |            |        |
| Action Priority                                                                                         | Action Summary                                                                                                                                                                                                     | Responsible Party | Time Frame | Status |
| H                                                                                                       | Encourage economic development by drafting and approving specific economic incentives for Heights neighborhood which could include local hiring requirements.                                                      | ED, PL            | Short Mid  |        |
| H                                                                                                       | Designate business corridors for marketing and promotion of economic development incentives or creation of special districts.                                                                                      | ED                | Short      |        |
| H                                                                                                       | Encourage repurposing major vacant structures, hire expert consultants, encourage and support discussion meetings.                                                                                                 | ED, PL, AISD      | Mid Long   |        |
| Strategy – Identify Key Corridors and Sites for Infrastructure Improvements                             |                                                                                                                                                                                                                    |                   |            |        |
| Action Priority                                                                                         | Action Summary                                                                                                                                                                                                     | Responsible Party | Time Frame | Status |
| H                                                                                                       | Designate key thoroughfares as primary business corridors (Amarillo Blvd and Hughes St).                                                                                                                           | ED, PL            | Short      |        |
| M                                                                                                       | Implement specific streetscape element requirements along primary business corridors (NW 24 <sup>th</sup> Ave, Hughes St, Amarillo Blvd), (Hughes St/Amarillo Blvd being primary intersection for implementation). | CPDE, PW, PL      | Mid Long   |        |



|   |                                                                                                                                                                                         |                  |       |  |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------|--|
| H | Identify and evaluate all public infrastructure along primary business corridors for construction and/or reconstruction (NW 24 <sup>th</sup> Ave, Hughes St, Amarillo Blvd).            | CPDE, PW         | Short |  |
| H | Identify/designate an appropriate corridor and/or intersection to focus resources on for initial improvements (Hughes St and Amarillo Blvd, and Hughes St and NW 24 <sup>th</sup> Ave). | CPDE, PW, PL, NO | Mid   |  |

| ➤ IMPROVE TRANSPORTATION AND MOBILITY SYSTEMS                                |                                                                                                                                                                                                             |                       |            |        |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|--------|
| Goal: Improve Public Rights-Of-Way Facilities                                |                                                                                                                                                                                                             |                       |            |        |
| Strategy – Improve Public Rights-Of-Way Facilities                           |                                                                                                                                                                                                             |                       |            |        |
| Action Priority                                                              | Action Summary                                                                                                                                                                                              | Responsible Party     | Time Frame | Status |
| H                                                                            | Inventory and evaluate all streets and sidewalks within neighborhood and prioritize construction and reconstruction.                                                                                        | CPDE                  | Short      |        |
| H                                                                            | Address need for sidewalks with appropriate ADA ramps within neighborhood at all intersections.                                                                                                             | CPDE, CD, PW          | Ongoing    |        |
| Strategy – Increase Lighting Along Neighborhood Thoroughfares                |                                                                                                                                                                                                             |                       |            |        |
| Action Priority                                                              | Action Summary                                                                                                                                                                                              | Responsible Party     | Time Frame | Status |
| H                                                                            | Inventory and evaluate neighborhood lighting along streets, at intersections, and public transit facilities and prioritize where increased lighting is needed and where existing lighting needs maintenance | PW, CPDE              | Short      |        |
| Strategy – Improve Multi-modal Transportation Routes to Provide Connectivity |                                                                                                                                                                                                             |                       |            |        |
| Action Priority                                                              | Action Summary                                                                                                                                                                                              | Responsible Party     | Time Frame | Status |
| H                                                                            | Review and assess public transportation stops, routes to schools, jobs, etc for better efficiency.                                                                                                          | CPDE, TR              | Short      |        |
| M                                                                            | Work with TXDOT on implementing streetscape elements along Amarillo Blvd.                                                                                                                                   | TXDOT, CPDE           | Mid Long   |        |
| M                                                                            | Work with residents to further evaluate designation and improvements for multi-modal transportation (pedestrian, bikes, public transit, etc) routes throughout neighborhood.                                | P&R, PL, CPDE, TR, NO | Short Mid  |        |
| H                                                                            | Update and improve public transit facilities and consider expanding operation timeframes.                                                                                                                   | TR                    | Short Mid  |        |





# Amarillo City Council

## Agenda Transmittal Memo



|                     |                 |                         |                      |
|---------------------|-----------------|-------------------------|----------------------|
| <b>Meeting Date</b> | January 3, 2017 | <b>Council Priority</b> | Community Appearance |
|---------------------|-----------------|-------------------------|----------------------|

|                   |                     |
|-------------------|---------------------|
| <b>Department</b> | Planning Department |
|-------------------|---------------------|

|                       |
|-----------------------|
| <b>Agenda Caption</b> |
|-----------------------|

Vicinity: John Thomas St. & Rockwood Dr.

Rezoning of Lots 1-16, Block 24 & Lots 16-31, Block 23, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 2 to Residential District 3.

### Agenda Item Summary

This tract of land was previously rezoned from Agriculture District (A) to Residential District 2 (R-2) in order to develop the land with a residential subdivision. This rezoning was approved on 9/12/2016.

Because this rezoning is requested to go from one residential district to a different residential district, planning staff has analyzed the differences in standards established in the City of Amarillo's adopted Zoning Ordinance between the R-2 and R-3 zoning districts, and some of these differences are listed below in the table.

|                      | Residential District 2 | Residential District 3 |
|----------------------|------------------------|------------------------|
| Minimum lot area     | 6,000sqft              | 5,000sqft              |
| Minimum lot width    | 50'                    | 50'                    |
| Minimum lot depth    | 100'                   | 100'                   |
| Front yard setback   | 25'                    | 15'                    |
| Maximum lot coverage | 45%                    | 65%                    |

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, insofar as it is a request for zoning of a residential nature. However, that is where the consistency ends. "Suburban Residential" is the land use/character type identified for this area. This type calls for a higher degree of open space and setbacks; the requested zoning would actually increase the buildable lot coverage and decrease the setback requirements for the associated lots, as well as allowing a 20% increase in density. In addition, the requested zoning would also not be a logical continuation of the zoning pattern established in this area, and contradicts the neighborhood unit concept of stepping down in intensity of land use towards the center of the section from the perimeter [Comprehensive Plan, Chapter 2, Pg 2.23]. However, it does not jeopardize the consistency of a residential area character. Considering the future of State Loop 335 and its impacts on FM 2186/W Hollywood Rd, paired with the proximity to Soncy Rd (an arterial), having a higher density of housing in this area may be appropriate. In this case, that would then transition down, as it moves into R-2. In addition, this is still at the lower end of the residential density scale, still falling below the Moderate Density (MD) and Multiple Family (MF-1 and MF-2) districts.

However, it should be noted that this request is inconsistent with the approved preliminary plan



# Amarillo City Council

## Agenda Transmittal Memo



associated with this site, which was approved on 10/9/2015. This preliminary plan proposed Residential District 2 (R-2) zoning for the associated development, which was secured only three months ago, on 9/12/2016. Also to note, that in the neighboring Phase to the east, this same type of rezoning was approved on 12/5/2016 (Z-16-36) and approved upon first reading by the City Council on 12/13/16.

As the city continues to grow in a southwesterly direction, future analysis of this general area will need to be done, which may show a need for an amendment to the comprehensive land use of this area.

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

---

### Requested Action

---

The applicant is requesting the zoning of 4.87 acres tract of land, previously zoned Residential District 2 (R-2), to change to Residential District 3 (R-3), in order to change the setback requirements for the included lots.

---

### Funding Summary

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N/A

---

### Community Engagement Summary

---

The item was distributed to all applicable internal and external entities. Notices have been sent out to 8 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request, either in favor of or in opposition to the request.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its December 19, 2016 public meeting.

---

### City Manager Recommendation

---

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

---

ORDINANCE NO. 7644

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF JOHN THOMAS STREET AND ROCKWOOD DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has filed its final recommendation and report on such proposed zoning changes with the City Council; and,

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

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

SECTION 1. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of Lots 1-16, Block 24, and Lots 16-31, Block 23, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Residential District 2 (R-2) to Residential District 3 (R-3).

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

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

SECTION 4. This ordinance shall become effective from and after its date of final passage.

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

\_\_\_\_\_  
Paul Harpole, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney

Z-16-41 Site Photos



Looking west down Future Rockwood Drive from the area under consideration



Looking west down Future Rockwood Drive from John Thomas Street





Looking south down John Thomas Street across from the Rockwood Drive area



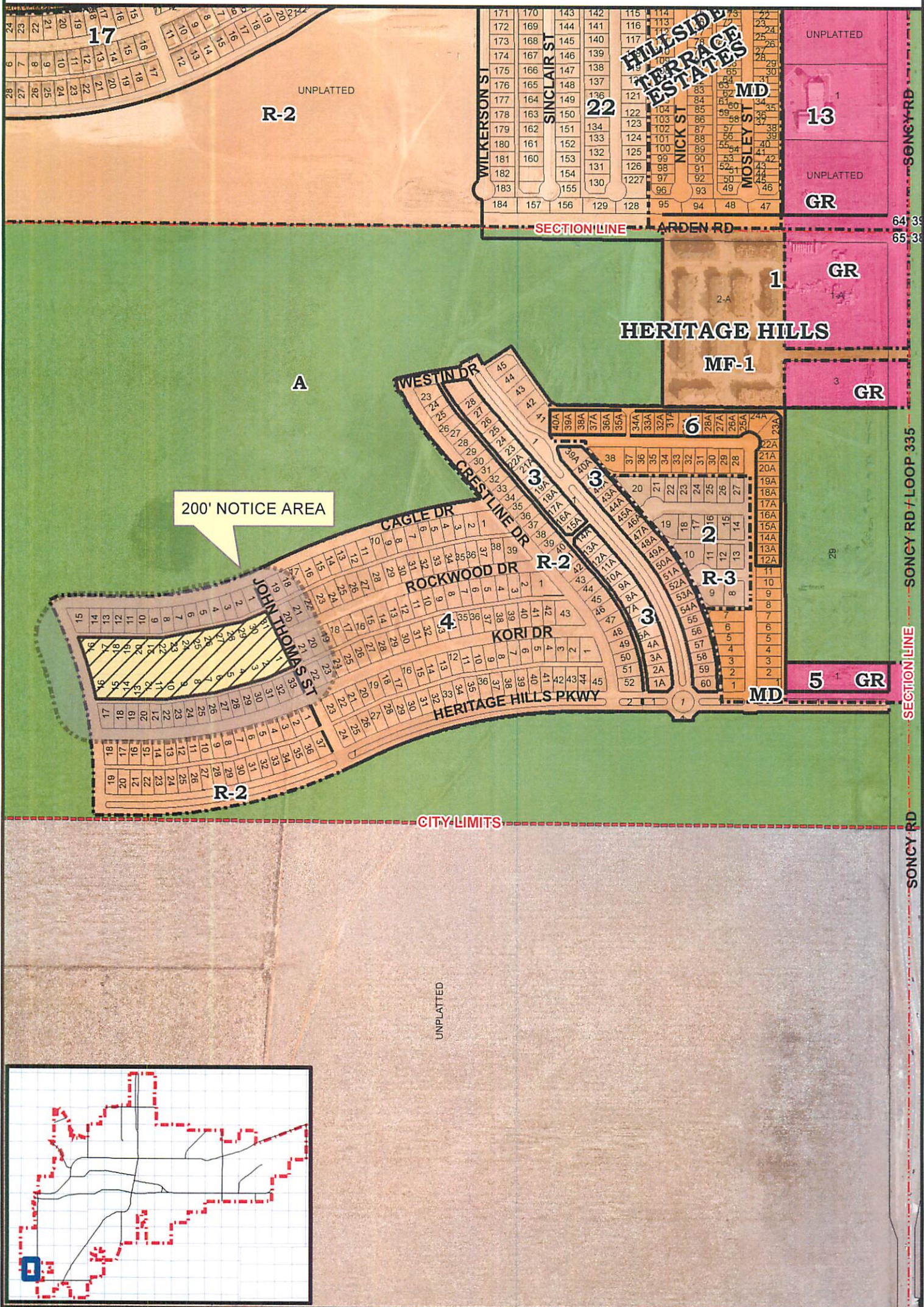
Looking north up John Thomas Street at future residential neighborhood

Looking east down Rockwood Drive at John Thomas Street intersection





REZONING FROM R-2 TO R-3



CITY OF AMARILLO  
PLANNING DEPARTMENT

Z-16-41 Rezoning of Lots 1-16 & 16-31, Blocks 23 & 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 2 to Residential District 3.

Applicant: Daryl Furman  
Vicinity: Heritage Hills Pkwy & John Thomas St

Scale: 1" = 500'  
Date: 12-9-16  
Case No: Z-16-41



AP: H-17

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



|                     |                 |                         |                                                                     |
|---------------------|-----------------|-------------------------|---------------------------------------------------------------------|
| <b>Meeting Date</b> | January 3, 2017 | <b>Council Priority</b> | Community Appearance & Address Disadvantaged Areas of the Community |
|---------------------|-----------------|-------------------------|---------------------------------------------------------------------|

|                   |                 |
|-------------------|-----------------|
| <b>Department</b> | Building Safety |
|-------------------|-----------------|

### Agenda Caption

**RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC A NUISANCE AT THE LOCATION STATED:**

This resolution sets the date and time for a public hearing on January 24, 2017, at 5:00 p.m. to determine if the property at 1112 SE 12<sup>th</sup> Avenue constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

### Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 1112 SE 12<sup>th</sup> Avenue which consists of a residential structure constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such.

### Requested Action

Adopt the resolution to establish the date for a public hearing.

### Funding Summary

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

### Community Engagement Summary

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

### Staff Recommendation

It is the staff's recommendation to adopt the resolution setting the date for a public hearing.



## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

---

WHEREAS, the Building Official has determined that the conditions described below are unsafe and dangerous and must be abated by demolition and/or removal from the premises; and,

WHEREAS, the Building Official has given notice of the nuisance to the Interested Persons of each of the properties as required by the ordinances of the City; and,

WHEREAS, the Interested Persons whose name appear below in connection with the description of the various improvements and/or conditions have failed, neglected or refused to comply with such notice by the Building Official;

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

SECTION 1. This Council shall conduct a public hearing on the 24th day of January, 2017 at 5:00 o'clock p.m. in its Council Chambers in the Municipal Building in the City of Amarillo, Potter County, Texas, for the purpose of determining whether the conditions described below are a dangerous structure and/or a public nuisance, and the Interested Persons whose name appear below are hereby summoned to appear before this Council at such time and place and testify as to the issue to be decided.

Street Address, Legal Description, Interested Persons & Address and Nature of Nuisance

ADDRESS: 1112 SE 12th Ave

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

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

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

ADDRESS: 2118 Pioneer Ln

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

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

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



SECTION 2. A copy of this resolution shall be mailed to the Interested Persons of the premises described below at least ten (10) days prior to the date herein set for the public hearing, and notice of said hearing shall be published one (1) time in a newspaper of general circulation in the City of Amarillo, Texas.

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

\_\_\_\_\_  
Paul Harpole, Mayor

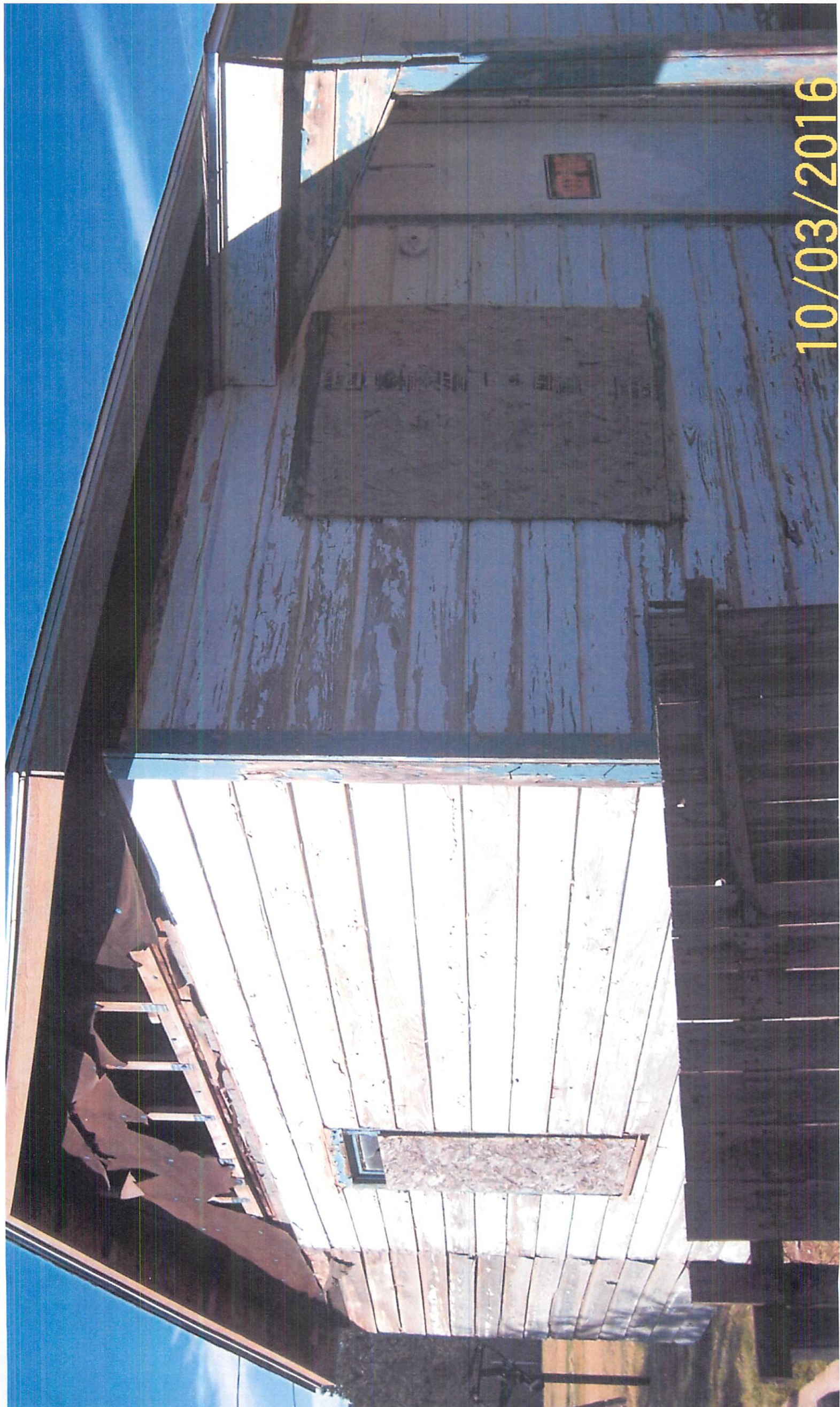
ATTEST:

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





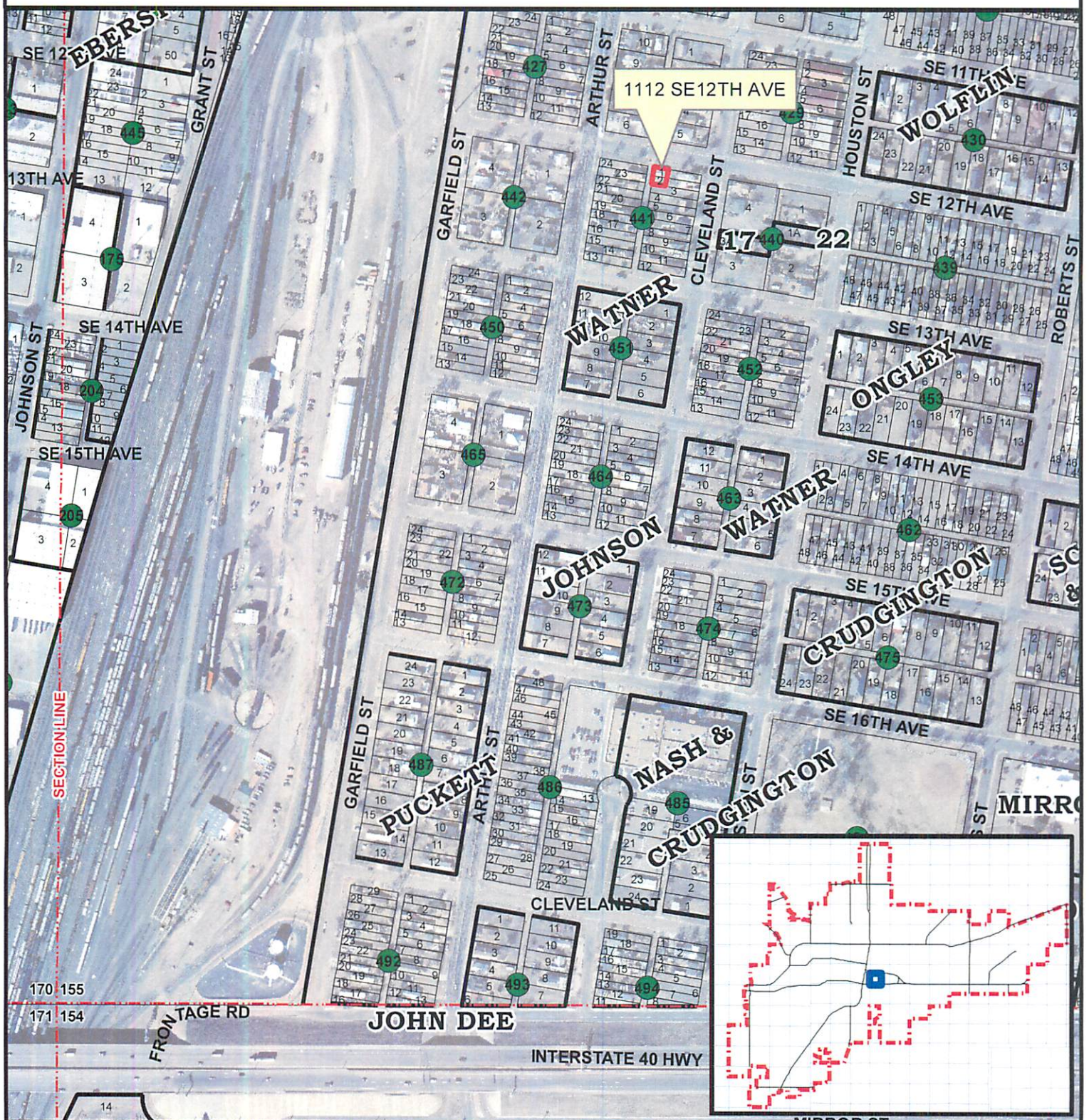




10/03/2016



1112 SE 12TH AVE



**CITY OF AMARILLO  
BUILDING SAFETY DEPARTMENT**

1112 SE 12th Ave - Lot: W 42ft each of 1 & 2, Block 441, Mirror Addition Unit No. 1, Section 155, Block 2, AB&M Survey, Potter County, Texas.

**Parcel # 048-0400-6382**

Scale: 1" = 400'  
Date: 6-15-16  
Vicinity: SE 12th Ave & S Cleveland St



AP: O-12



# Amarillo City Council

## Agenda Transmittal Memo



|              |                 |                  |                      |
|--------------|-----------------|------------------|----------------------|
| Meeting Date | January 3, 2017 | Council Priority | Community Appearance |
|--------------|-----------------|------------------|----------------------|

|            |                 |
|------------|-----------------|
| Department | Building Safety |
|------------|-----------------|

### Agenda Caption

**RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC A NUISANCE AT THE LOCATION STATED:**

This resolution sets the date and time for a public hearing on January 24, 2017, at 5:00 p.m. to determine if the property at 2118 Pioneer Lane constitutes a public nuisance and thereby declared as dangerous structures and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

### Agenda Item Summary

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

### Requested Action

Adopt the resolution to establish the date for a public hearing.

### Funding Summary

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

### Community Engagement Summary

- A citizen complaint was received.
- A Building Safety Inspector identified the structures and posted the property as unsafe.
- Initiated the Dangerous Structure process.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

### Staff Recommendation

It is the staff's recommendation to adopt the resolution setting the date for a public hearing.





11 16 2016





11 16 2016

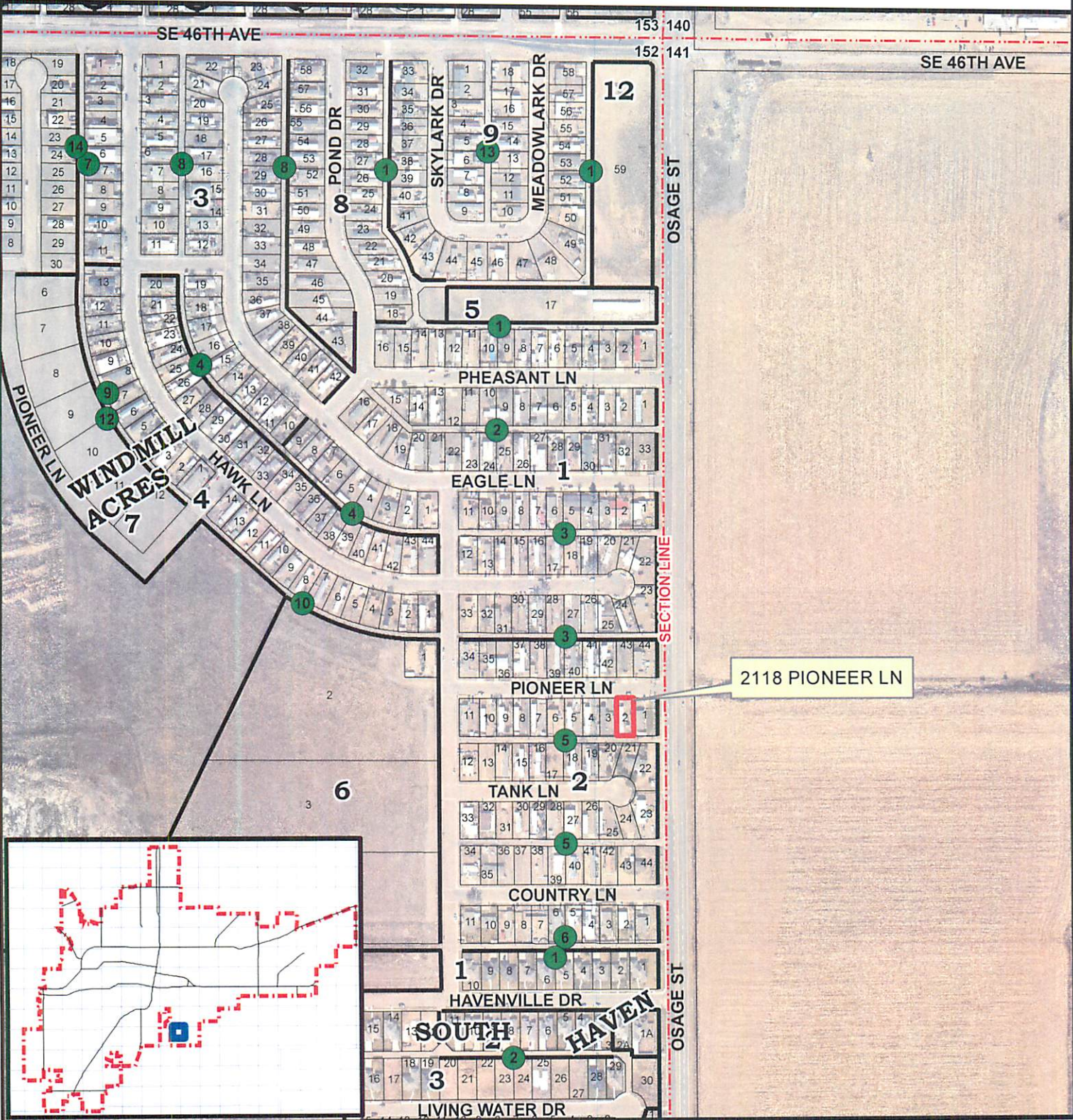




11 16 2016



# DANGEROUS STRUCTURE AT 2118 PIONEER LN



CITY OF AMARILLO  
BUILDING SAFETY DEPARTMENT

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

Parcel # 086-4520-1045

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







# Amarillo City Council

## Agenda Transmittal Memo



|              |                 |                  |                |
|--------------|-----------------|------------------|----------------|
| Meeting Date | January 3, 2017 | Council Priority | Best Practices |
|--------------|-----------------|------------------|----------------|

|            |                    |
|------------|--------------------|
| Department | Transit Department |
|------------|--------------------|

|                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agenda Caption                                                                                                                                                                                                    |
| Resolution Adopting an Updated Title VI Compliance Plan:<br>This resolution adopts an updated Title VI Compliance Plan in accordance with 49 CFR Part 21 as required by the Federal Transit Administration (FTA). |

|                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agenda Item Summary                                                                                                                                                   |
| The City of Amarillo is required to approve the Title VI Compliance Plan attached as Exhibit A for review and approval by the FTA or other such agencies as required. |

|                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Requested Action                                                                                                                                  |
| Request the City Council approve the resolution adopting an updated Title VI Compliance Plan in accordance with 49 CFR 21 as required by the FTA. |

|                 |
|-----------------|
| Funding Summary |
| N/A             |

|                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Engagement Summary                                                                                                                                                                                                                                                                                                                                                                   |
| The City of Amarillo Title VI Compliance Plan represents a modest impact on the whole community. The Title VI Compliance Plan sets forth direction, guidance, and procedures to ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner. On-going public engagement is critical to the overall success of public transportation services. |

|                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Staff Recommendation                                                                                                                                                 |
| Staff recommends that City Council approve the attached resolution adopting an updated Title VI Compliance Plan in accordance with 49 CFR 21 as required by the FTA. |



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
AMARILLO, TEXAS ADOPTING AN UPDATED TITLE  
VI COMPLIANCE PLAN FOR THE CITY OF  
AMARILLO**

---

**WHEREAS**, on March 17, 2015, the City adopted a Title VI Compliance Plan in accordance with 49 CFR Part 21;

**WHEREAS**, the Federal Transit Administration ("FTA") requires an update of the Title VI Compliance Plan every three years;

**WHEREAS**, the proposed Title VI Compliance Plan attached hereto is intended to meet such requirements; and

**WHEREAS**, the City desires to submit the Title VI Compliance Plan to the FTA for review and approval by those agencies or their representatives prior to final implementation:

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

Section 1. The City hereby approves the Title VI Compliance Plan attached hereto as Exhibit A which plan shall be submitted for review and approval by the FTA or such other agencies as required.

Section 2. The updated Title VI Compliance Plan replaces the Title VI Compliance Plan previously adopted by the City.

Section 3. The Title VI Compliance Plan shall be administered and enforced by the officers, agents and employees of the City in accordance with the terms set forth therein.

Section 4. This resolution shall be effective immediately upon adoption.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, this \_\_\_\_ day of January, 2017.

\_\_\_\_\_  
Paul Harpole, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney



***Title VI Program  
For 5307 Assistance Programs***

***Revised December 2016***



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## ***Policy Statement***

In accordance with Title VI regulations (49 CFR Part 21) and consistent with the Federal Transit Administration (FTA) Circular 4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients, the City of Amarillo (COA) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

COA's Transit Manager is responsible for initiating and monitoring Title VI activities, assuming the preparation of required reports.

## **Authorities**

Title VI of the 1964 Civil Rights Act 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 otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 42 USC 200d, 49 CFR part 21 and FTA Circular 4702.1B).

---

**City Manager**

---

**Date**



## ***Introduction***

In compliance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the COA – Amarillo City Transit (ACT) will carry out the program in compliance with the Department of Transportation's (DOT) Title VI regulations. This requirement shall be fulfilled when the COA submits its annual certifications and assurances to the FTA.

The direction, guidance and procedures in Title VI will ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner. ACT will promote full and fair participation in public transportation decision-making without regard to race, color or national origin and limited English proficient (LEP) persons will have meaningful access to transit related programs and activities.

ACT does not discriminate against any person on the grounds of race, color or national origin. ACT does not exclude any person from participation in or deny benefits to any person participating in any program or activity.

In **Attachment F** you will find the Amarillo City Council meeting notice, minutes and resolution documenting review and approval of the Title VI Program.

## ***Requirement to Notify Beneficiaries of Protection under Title VI***

Title VI Notice can be found in **Attachement A**.

## **Dissemination**

ACT informs the public of their rights under the Title VI program by posting the Title VI notice on the COA's website – [www.amarillo.gov](http://www.amarillo.gov), in the annual Program of Projects (found in **Attachments H** in English with the required Spanish and Vietnamese language) advertised in the Amarillo Globe News newspaper and in public areas at ACT's main office, Downtown Transfer Plaza and all ACT service vehicles. ACT holds many public meetings at City Hall and posts the Title VI notice on an easel during the meeting.

## **Document Translation**

Amarillo has two LEP populations within ACT's service area that meet the Safe Harbor threshold. As required by FTA – all vital documents are offered in three languages – English, Spanish and Vietnamese. The Transit Department's webpage found at [www.amarillo.gov](http://www.amarillo.gov) allows the user to change the language featured on the page. ACT has translated all vital documents by bidding out all work to professional translation services. The service presents a certificate of translation when submitting the documents to ACT for approval and payment.

All translated documents are located in the attachments at the back of this document.

## **Requirement to Notify Beneficiaries of Protection under Title VI**

ACT provides information to the public regarding their Title VI obligations and apprise members of the public regarding the protections against discrimination afforded to them by Title VI in compliance with 49 CFR Section 21.9 (d). All information regarding Title VI can be found on ACT's website found at [www.amarillo.gov](http://www.amarillo.gov) and in public areas at ACT's office located at 801 SE 23<sup>rd</sup> Street.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be in writing or by phone and filed with the Transit Manager, at 806-378-6842, (TTY 806-372-6234), email [Transit\\_Manager@amarillo.gov](mailto:Transit_Manager@amarillo.gov) or visit the administrative offices at 801 SE 23<sup>rd</sup> Street, Amarillo, Texas 79105 within one hundred-eighty (180) days of the alleged discriminatory occurrence.

Title VI information is available in English, Spanish, Vietnamese and other Asian languages. Other languages are available upon request.

## ***Requirement to Develop Title VI Complaint Procedures and Complaint Form***

Any person who believes that he or she has been discriminated against on the basis of disability, race, color or national origin by Amarillo City Transit (ACT) may file a Title VI complaint by completing and submitting ACT's Title VI Complaint Form, included in **Attachment B** in English, **Attachment C** in Spanish and **Attachment D** in Vietnamese. ACT investigates complaints received no more than 180 business days after the alleged incident. The complaint form and procedure to file a complaint are available on the COA website at [www.amarillo.gov](http://www.amarillo.gov).

The complaint must contain, but not limited to, the following information:

- a. Name, address and telephone number of complainant
- b. The basis of the complaint (race, color, national origin)
- c. The date or dates on with the alleged discriminatory event or events occurred
- d. Statement detailing the facts and circumstances of the alleged discrimination
- e. Names, addresses, and telephone numbers of persons who may have knowledge of the event
- f. Other agencies or courts where a complaint may have been filed with contact name and telephone number
- g. Complainant's signature and date

All complaints can be mailed or faxed to the following:

Amarillo City Transit (ACT)  
P.O. Box 1971  
Amarillo Texas 79105



Attention: Transit Manager  
(806) 378-6842 (phone)  
(806) 378-6846 (fax)

Once the complaint is received, ACT staff will review it to determine if ACT has jurisdiction. The complainant will receive an acknowledgement letter within 180 days informing him/her whether the complaint will be investigated by ACT. The Transit Department's investigation will include a review of the security camera audio and video and interviews from the complaint and other applicable witnesses – including ACT staff members.

ACT has 60 business days to investigate the complaint. If more information is needed to resolve the complaint, ACT may contact the complainant. The complainant has 30 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 30 business days, ACT can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, one of two letters will be sent to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether additional training for ACT staff or other action will occur according to the City of Amarillo's progressive disciplinary action guidelines.

If the complainant wishes to appeal the decision, he/she has 30 days after the date of the letter or the LOF to appeal to the Deputy City Manager who will respond to the appeal within 30 business days from receipt of the request.

Submit written appeals to:           City of Amarillo  
                                                  Amarillo City Transit (ACT)  
                                                  P.O. Box 1971  
                                                  Amarillo Texas 79105  
                                                  Attn: Deputy City Manager

If the response from the Deputy City Manager is not satisfactory, he/she may then appeal the decision to the final level of appeal – the City Manager. The City Manager will respond to the appeal within 30 business days from receipt of the request.

Submit written appeals to:           City of Amarillo  
                                                  P.O. Box 1971  
                                                  Amarillo Texas 79105  
                                                  Attention: City Manager

Should you have any questions regarding the appeal procedure, please feel free to contact the Transit Manager at 806-378-6842 or 806-372-6234, TDD. A person may also file a complaint directly with any of the following agency: the Federal Transit Administration (FTA) Office of Civil Rights, 1200 New Jersey Ave., SE, Washington, DC 20590, FTA Region 6 office 819 Taylor Street, Room 14A02 FT. Worth, TX 76102

***Requirement to Record and Report Transit-Related Title VI Investigations, Complaints and Lawsuits***

ACT does not have any Title VI investigations, complaints and lawsuits. Below you will find the table that was developed to organize the information.

**List of Transit related Title VI Investigations, Complaints and Lawsuits**

|                | Date<br>Month, Day,<br>Year | Summary<br>Include basis of<br>complaint race,<br>color or<br>national origin | Status | Action(s)<br>Taken |
|----------------|-----------------------------|-------------------------------------------------------------------------------|--------|--------------------|
| Investigations |                             |                                                                               |        |                    |
|                |                             |                                                                               |        |                    |
|                |                             |                                                                               |        |                    |
| Lawsuits       |                             |                                                                               |        |                    |
|                |                             |                                                                               |        |                    |
|                |                             |                                                                               |        |                    |
| Complaints     |                             |                                                                               |        |                    |
|                |                             |                                                                               |        |                    |
|                |                             |                                                                               |        |                    |

***Promoting Inclusive Public Participation***

ACT posts all public meeting notices in all revenue vehicles, in the Transit Office and on an electronic display board located at the front door of City Hall. Public hearing notices appear in all media forms radio, television and print that reach out to Amarillo's citizens including minority populations. The Title VI contact list is found in **Attachment E**.

ACT routinely meets with organizations that represent a cross section of people in Amarillo. ACT staff meets with Coalition for the Homeless, Catholic Family Services (Refugee Services Division), Division for Rehabilitative Services (including branches that serve deaf, blind and persons with disabilities) and the Amarillo Advisory Commission for People with Disabilities (ACPD).

ACT staff met with the Coalition for the Homeless to discuss a transit survey. The survey included feedback ranging from driver safety to quality of dispatch office information and public transportation service information. ACT staff also worked with



Catholic Family Services to develop a trip planning worksheet. The worksheet will serve as a trip planning tool and communication device for LEP populations.

ACT also coordinates with other transportation providers throughout the Texas panhandle at the regional transportation providers' quarterly meetings. ACT meets with citizens in the office, out on route, discusses information over the phone, responds to e-mail inquiries and is available to meet with any organization.

ACT developed a Public Engagement Plan as required by FTA. It follows the Title VI Plan. The Plan describes ACT's efforts to include and encourage all stakeholders to participate in the public transportation decision making process. ACT continues to strengthen outreach efforts with the public. ACT routinely meets with organizations that represent a cross section of people in Amarillo. ACT staff meets with Coalition for the Homeless, Catholic Family Services (Refugee Services Division), Division for Rehabilitative Services (including branches that serve deaf, blind and persons with disabilities) and the Amarillo Advisory Commission for People with Disabilities (ACPD).

## ***Requirement to Provide Meaningful Access to LEP Persons***

**Factor #1. Assess the number and proportion of (LEP) persons served or encountered in the eligible service population**

According to the American Community Survey 2009-2014 data, 9% of the citizen within the City of Amarillo speaks "English Less than Well." 6.3 % or 11,430 individuals of the Spanish-speaking community reported that they "Speak English Less than Well". Under the Safe Harbor Provision, ACT will provide "written translation of vital documents for each eligible LEP language group which constitutes five percent (5%) or 1,000 persons, whichever is less." Two categories besides Spanish have a group larger than 1,000 persons, Vietnamese and other Asian languages. ACT will translate all vital documents into Vietnamese and translate any other requests, since the group's language is not specified.

**ACT 2009-2014 American Community Survey Data**

| Language spoke at home           | English<br>"very<br>well" | Percent | English<br>"less than<br>well" | Percent | Total<br>Number<br>Population | Speaking<br>"less than<br>well" total<br>population |
|----------------------------------|---------------------------|---------|--------------------------------|---------|-------------------------------|-----------------------------------------------------|
| Total Population                 |                           |         |                                |         | 179,328                       |                                                     |
| Speak only English               |                           |         |                                |         | 137,745                       |                                                     |
| Spanish or Spanish Creole:       | 22,436                    | 66%     | 11,430                         | 34%     | 33,866                        | 6.37%                                               |
| French (incl. Patois, Cajun):    | 253                       | 83%     | 53                             | 17%     | 306                           | 0.03%                                               |
| French Creole:                   | 7                         | 100%    | 0                              | 0%      | 7                             | 0.00%                                               |
| Italian:                         | 31                        | 100%    | 0                              | 0%      | 31                            | 0.00%                                               |
| Portuguese or Portuguese Creole: | 143                       | 95%     | 7                              | 5%      | 150                           | 0.00%                                               |
| German:                          | 203                       | 83%     | 43                             | 17%     | 246                           | 0.02%                                               |
| Yiddish:                         | 0                         | 0%      | 0                              | 0%      | 0                             | 0.00%                                               |
| Other West Germanic languages:   | 0                         | 0%      | 0                              | 0%      | 0                             | 0.00%                                               |
| Scandinavian languages:          | 0                         | 0%      | 13                             | 100%    | 13                            | 0.01%                                               |
| Greek:                           | 31                        | 100%    | 0                              | 0%      | 31                            | 0.00%                                               |
| Russian:                         | 35                        | 95%     | 2                              | 5%      | 37                            | 0.00%                                               |
| Polish:                          | 0                         | 0%      | 14                             | 100%    | 14                            | 0.01%                                               |
| Serbo-Croatian:                  | 14                        | 67%     | 7                              | 33%     | 21                            | 0.00%                                               |
| Other Slavic languages:          | 5                         | 100%    | 0                              | 0%      | 5                             | 0.00%                                               |
| Armenian:                        | 0                         | 0%      | 0                              | 0%      | 0                             | 0.00%                                               |
| Persian:                         | 20                        | 63%     | 12                             | 38%     | 32                            | 0.01%                                               |
| Gujarati:                        | 117                       | 74%     | 42                             | 26%     | 159                           | 0.02%                                               |
| Hindi:                           | 24                        | 83%     | 5                              | 17%     | 29                            | 0.00%                                               |
| Urdu:                            | 26                        | 100%    | 0                              | 0%      | 26                            | 0.00%                                               |
| Other Indic languages:           | 47                        | 33%     | 96                             | 67%     | 143                           | 0.05%                                               |
| Other Indo-European languages:   | 30                        | 32%     | 65                             | 68%     | 95                            | 0.04%                                               |
| Chinese:                         | 180                       | 40%     | 272                            | 60%     | 452                           | 0.15%                                               |
| Japanese:                        | 30                        | 48%     | 33                             | 52%     | 63                            | 0.02%                                               |
| Korean:                          | 29                        | 100%    | 0                              | 0%      | 29                            | 0.00%                                               |
| Mon-Khmer, Cambodian:            | 0                         | 0%      | 49                             | 100%    | 49                            | 0.03%                                               |
| Hmong:                           | 0                         | 0%      | 0                              | 0%      | 0                             | 0.00%                                               |
| Thai:                            | 0                         | 0%      | 60                             | 100%    | 60                            | 0.03%                                               |



|                                        |     |      |       |     |       |       |
|----------------------------------------|-----|------|-------|-----|-------|-------|
| Laotian:                               | 215 | 35%  | 402   | 65% | 617   | 0.22% |
| Vietnamese:                            | 435 | 29%  | 1,049 | 71% | 1,484 | 0.58% |
| Other Asian languages:                 | 372 | 19%  | 1,547 | 81% | 1,919 | 0.86% |
| Tagalog:                               | 266 | 94%  | 17    | 6%  | 283   | 0.01% |
| Other Pacific Island languages:        | 27  | 61%  | 17    | 39% | 44    | 0.01% |
| Navajo:                                | 0   | 0%   | 0     | 0%  | 0     | 0.00% |
| Other Native North American languages: | 21  | 100% | 0     | 0%  | 21    | 0.00% |
| Hungarian:                             | 20  | 100% | 0     | 0%  | 20    | 0.00% |
| Arabic:                                | 192 | 43%  | 254   | 57% | 446   | 0.14% |
| Hebrew:                                | 15  | 100% | 0     | 0%  | 15    | 0.00% |
| African languages:                     | 318 | 35%  | 586   | 65% | 904   | 0.33% |
| Other and unspecified languages:       | 0   | 0%   | 0     | 0%  | 0     | 0.00% |

LEP persons access Fixed Route public transportation at designated bus stops, on Spec-Trans, inside the public transportation vehicle, at ACT's office to purchase tickets or obtain system information, at a Spec-Trans interview, request an origin-to-destination ride or obtain bus route information or over the phone. Other opportunities for interaction include the mail, ACT website and public meetings.

In order to provide meaningful access, ACT has bilingual staff, documents in Spanish and Vietnamese and other languages are available upon request. ACT will call Catholic Family Services or the Amarillo Interpreting Service or the Language Line in order to assist a person. ACT has also developed a trip planning worksheet designed to serve as a trip planning tool for LEP persons accessing public transportation and ACT's webpage has a language translator tool.

ACT staff work with all community service agencies in Amarillo - Catholic Family Services, Amarillo Independent School District Migrant Family Services and Refugee Services of Texas serve many of Amarillo's LEP populations.

**Factor #2. Assess the frequency with which LEP individuals come into contact with the program, activity or service**

ACT staff encounters LEP persons daily through the transit services that we provide. All staff receives diversity training and are able to assist passengers with daily their transportation needs ranging from ticket purchases, transfer points, public meetings, and complaints.

In the event that an ACT operator or staff is unable to communicate with a passenger we have qualified bilingual staff and other services such as (Catholic Family Services or the Language Line) available to provide the best possible customer service to our passengers.

ACT is a very small system (65 total employees) and maintains open lines of communication with customers and staff members alike. Staff and customers relay concerns to ACT management routinely. ACT also has security cameras that record

audio and video. The cameras have allowed the department to conduct research and promptly take action.

**Factor #3. Assess the nature and importance of the program, activity or service provided by the program**

ACT provides fixed route and paratransit public transportation services to citizens within Amarillo city limits west of Lakeside Drive. ACT recognizes the importance of public transportation services to the citizens of Amarillo. Without public transportation many of Amarillo's citizens would not have the ability to access work, medical, educational or other social services. Due to the diverse needs of the public it is our endeavor to continue to redevelop our system via customer feedback and internal restructuring to provide a reliable, dependable and timely service.

ACT has a long standing relationship with the Panhandle Independent Living Center to interview Spec-Trans applicants. These assessments are conducted at the Panhandle Independent Living Center and are used to determine eligibility for paratransit service. In the event a LEP person is interviewed, the COA, ACT's or Independent Living Center bi-lingual staff is on hand to assist. In the event a bilingual person is not available, Catholic Family Services, Amarillo Interpreting Service or the Language Line is also available.

Members of the Transit Department work very closely with Amarillo's community service agencies – Coalition for the Homeless, Division for Rehabilitative Services, Catholic Family Services – Refugee Services Division, Amarillo Independent School District Migrant Family Services, Refugee Services of Texas and others. This working relationship provides an opportunity for ACT's staff to quickly react as trends change and provide information and assistance based on the changing needs of the community.

**Factor #4. Assess the resources available to the recipient and costs**

The COA - ACT has many resources available to assist LEP persons. Staff members are the first resource. The COA has staff that speaks the following languages Spanish, Bosnian, Chinese, Taiwanese, Laotian, Vietnamese, Swahili, Tigrigna, Amharic, French, German, Farsi, American Sign Language, Croatian, Serbian, Macedonian and Monte Negro.

The COA recognizes that providing bilingual services to Amarillo's citizens is an integral part of operating a responsive government. The COA provides \$50.00 each month to each employee who is willing to provide interpreter services.

A Braille printer is also available with the capability to print Braille maps and route information upon request. ACT has a Spanish and Vietnamese Spec-Trans Application and Riders Guide, Spanish and Vietnamese Fixed Route maps. Public transportation information in other languages is available upon request.



ACT's website has information in Spanish and Vietnamese and a language translator.

The ACT Transit Manager is responsible for coordinating language access programs throughout the public transportation operation.

Transit Manager  
806-378-6842  
[Transit.Manager@amarillo.gov](mailto:Transit.Manager@amarillo.gov)

The COA will provide additional information upon request, so that FTA can investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI. Due to the vast amount of services provided to the customers (either due to staff time, training and other translation services) and printing of translated documents ACT absorbs a cost of approximately \$2,000 to \$3,500 a year to the annual budget for Title VI related assistance.

## Language Assistance Plan (LAP) Implementation Plan

### Task 1 - Identifying LEP Individuals Who Need Language Assistance

#### Number or Proportion of LEP Persons served or Encountered in Eligible Service Population

According to the American Community Survey 2009-2014 data, 9% of the citizen within the City of Amarillo speaks "English Less than Well." 6.3 % or 11,430 individuals of the Spanish-speaking community reported that they "Speak English Less than Well". Under the Safe Harbor Provision, ACT will provide "written translation of vital documents for each eligible LEP language group which constitutes five percent (5%) or 1,000 persons, whichever is less." Two categories besides Spanish have a group larger than 1,000 persons, Vietnamese and other Asian languages. ACT will translate all vital documents into Vietnamese and translate any other requests, since the group's language is not specified.

**ACT 2009-2014 American Community Survey Data**

| Language spoke at home           | English<br>"very<br>well" | Percent | English<br>"less than<br>well" | Percent | Total<br>Number<br>Population | Speaking<br>"less than<br>well" total<br>population |
|----------------------------------|---------------------------|---------|--------------------------------|---------|-------------------------------|-----------------------------------------------------|
| Total Population                 |                           |         |                                |         | 179,328                       |                                                     |
| Speak only English               |                           |         |                                |         | 137,745                       |                                                     |
| Spanish or Spanish Creole:       | 22,436                    | 66%     | 11,430                         | 34%     | 33,866                        | 6.37%                                               |
| French (incl. Patois, Cajun):    | 253                       | 83%     | 53                             | 17%     | 306                           | 0.03%                                               |
| French Creole:                   | 7                         | 100%    | 0                              | 0%      | 7                             | 0.00%                                               |
| Italian:                         | 31                        | 100%    | 0                              | 0%      | 31                            | 0.00%                                               |
| Portuguese or Portuguese Creole: | 143                       | 95%     | 7                              | 5%      | 150                           | 0.00%                                               |
| German:                          | 203                       | 83%     | 43                             | 17%     | 246                           | 0.02%                                               |
| Yiddish:                         | 0                         | 0%      | 0                              | 0%      | 0                             | 0.00%                                               |
| Other West Germanic languages:   | 0                         | 0%      | 0                              | 0%      | 0                             | 0.00%                                               |
| Scandinavian languages:          | 0                         | 0%      | 13                             | 100%    | 13                            | 0.01%                                               |
| Greek:                           | 31                        | 100%    | 0                              | 0%      | 31                            | 0.00%                                               |
| Russian:                         | 35                        | 95%     | 2                              | 5%      | 37                            | 0.00%                                               |
| Polish:                          | 0                         | 0%      | 14                             | 100%    | 14                            | 0.01%                                               |
| Serbo-Croatian:                  | 14                        | 67%     | 7                              | 33%     | 21                            | 0.00%                                               |
| Other Slavic languages:          | 5                         | 100%    | 0                              | 0%      | 5                             | 0.00%                                               |
| Armenian:                        | 0                         | 0%      | 0                              | 0%      | 0                             | 0.00%                                               |
| Persian:                         | 20                        | 63%     | 12                             | 38%     | 32                            | 0.01%                                               |
| Gujarati:                        | 117                       | 74%     | 42                             | 26%     | 159                           | 0.02%                                               |
| Hindi:                           | 24                        | 83%     | 5                              | 17%     | 29                            | 0.00%                                               |
| Urdu:                            | 26                        | 100%    | 0                              | 0%      | 26                            | 0.00%                                               |
| Other Indic languages:           | 47                        | 33%     | 96                             | 67%     | 143                           | 0.05%                                               |
| Other Indo-European languages:   | 30                        | 32%     | 65                             | 68%     | 95                            | 0.04%                                               |
| Chinese:                         | 180                       | 40%     | 272                            | 60%     | 452                           | 0.15%                                               |
| Japanese:                        | 30                        | 48%     | 33                             | 52%     | 63                            | 0.02%                                               |
| Korean:                          | 29                        | 100%    | 0                              | 0%      | 29                            | 0.00%                                               |
| Mon-Khmer, Cambodian:            | 0                         | 0%      | 49                             | 100%    | 49                            | 0.03%                                               |



|                                        |     |      |       |      |       |       |
|----------------------------------------|-----|------|-------|------|-------|-------|
| Hmong:                                 | 0   | 0%   | 0     | 0%   | 0     | 0.00% |
| Thai:                                  | 0   | 0%   | 60    | 100% | 60    | 0.03% |
| Laotian:                               | 215 | 35%  | 402   | 65%  | 617   | 0.22% |
| Vietnamese:                            | 435 | 29%  | 1,049 | 71%  | 1,484 | 0.58% |
| Other Asian languages:                 | 372 | 19%  | 1,547 | 81%  | 1,919 | 0.86% |
| Tagalog:                               | 266 | 94%  | 17    | 6%   | 283   | 0.01% |
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| Navajo:                                | 0   | 0%   | 0     | 0%   | 0     | 0.00% |
| Other Native North American languages: | 21  | 100% | 0     | 0%   | 21    | 0.00% |
| Hungarian:                             | 20  | 100% | 0     | 0%   | 20    | 0.00% |
| Arabic:                                | 192 | 43%  | 254   | 57%  | 446   | 0.14% |
| Hebrew:                                | 15  | 100% | 0     | 0%   | 15    | 0.00% |
| African languages:                     | 318 | 35%  | 586   | 65%  | 904   | 0.33% |
| Other and unspecified languages:       | 0   | 0%   | 0     | 0%   | 0     | 0.00% |

### **Frequency with Which LEP Individuals Come Into Contact with your Programs, Activities and Services**

ACT staff encounters LEP persons on regular bases through the service that we provide. Staff assists passengers with their daily transportation needs ranging from ticket purchases, Transfer Points, public meetings, and complaints. ACT is a very small system (65 total employees) and maintains open lines of communication with customers and staff members alike.

In the event that an ACT operator or staff is unable to communicate with a passenger the following steps shall be utilized: (contact a bilingual staff member, Catholic Family Services or the Language Line) in order to provide the best possible customer service to our passengers.

### **Task 2 - Language Assistance Measures**

Due to Amarillo's rich diversity ACT provides interpreters and translation services to any customer that request assistance. Many of the interpreters are COA staff members and are familiar with COA policies and procedures when assisting a (LEP) individual. If the interpreter (COA staff or outside language interpreter service) has a question, an ACT staff member is available to provide any assistance needed to ensure specialized terms and concepts associated with ACT's policies and activities are understood by all. Interpreter and Translation services can be found in Attachments E & G.

### **Task 3 – Providing Notice to LEP Persons**

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," directs each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services. The Executive Order also states that recipients must take steps to ensure meaningful access to their programs and activities by LEP persons.

As a recipient of Federal funds, ACT has developed a LEP plan that is separate from this document but available upon request. ACT takes our LEP responsibilities seriously and has implemented a system by which LEP persons can meaningfully access public transportation services.

#### **Task 4 – Monitoring and Evaluating Language Access Plan**

ACT monitors the number of requests for translation for transit programs and services and note any comments and complaints about translations or language assistance. ACT has created an internal log for all requests for translation assistance that logs the date, the requested language, and the actions taken to accommodate the request. The Language Access Plan will be updated every three years.

#### **Task 5 - Training Staff**

The COA as an organization recognizes the importance of providing meaningful access to information and services for Limited English Proficient (LEP) persons. The COA offers Spanish classes to all COA employees free of charge, bilingual employees receive incentive pay if they agree to be available to provide interpreter services upon request and the COA Human Resources Department maintains a list of bilingual employees available to interpret.

ACT also recognizes that the Transit Department has a responsibility to provide meaningful access to public transportation information and services for LEP persons. In recognition of that responsibility, ACT employees receive the following training before they begin serving customers:

- Diversity Training
- Getting Beyond Stereo Types
- Passenger Relations
- Cultural Sensitivity
- Conversations with Passengers
- Strategies for Dealing with Difficult People
- Customers Conflicts and You
- De-escalate Customer Conflicts
- Passengers with Behavioral Disorders
- Crisis Prevention
- Extraordinary Customer Service
- Americans with Disabilities Act
- Passenger Assistance Training
- Learning the Language of Multiple Generations
- Crisis Management Guidelines

Video and audio recorded in each vehicle is also utilized for customer relations training purposes.



### ***Minority Representation on Planning and Advisory Bodies***

The City of Amarillo is governed by the Amarillo City Council. The Council is a five member body elected at large and has the authority to make all decisions relating to the Transit Department. The COA does not have a "Transportation" committee or planning board.

The City Council presides over all public hearings, accepts comments from the public and signs transit-related resolutions.

The Transit Department posts transportation related agenda items on the Advisory Commission for People with Disabilities (ACPD). Although the ACPD's agenda features transportation related items, the committee has no decision making authority.

The ACPD's six members are appointed by the Amarillo City Council. The committee is currently comprised of one woman and five men - one African American woman and five Caucasian males. Two of the six members have a disability and the remaining four work for agencies that assist and advocate for persons with disabilities. Below you will find a table that illustrates the ACPD board compared to Amarillo's population.

| Body                                             | Caucasian | Latino | African American | Native American | Asian American |
|--------------------------------------------------|-----------|--------|------------------|-----------------|----------------|
| Amarillo Population                              | 78%       | 23%    | 6%               | 0.78%           | 2%             |
| Advisory Commission for People with Disabilities | 83%       | 0%     | 17%              | 0               | 0              |

### **Process the COA uses to Encourage Minority Participation**

When a vacancy on the ACPD occurs, the City Council will accept inquiries by any interested person or a nomination by any citizen to fill the open vacancy. The City Council encourages all members of Amarillo to participate. This is accomplished by hosting meetings in all areas of Amarillo and during the evening hours. The City Council members also participate in information exchanges with any civic group, school or organization upon request.

### ***Monitoring Subrecipients***

ACT does not distribute FTA funds to subrecipients.

### ***Determination of Site or Location of Facilities***

ACT has not constructed vehicle storage or maintenance facility or an operation center. If ACT constructs one of these facilities, ACT will comply with the Title VI equity analysis section.

## ***Requirement to Set System-Wide Service Standards and Policies***

### **Service Standards**

FTA requires that all fixed route providers of public transportation service providers set and adopt Service Standards and Policies for each specific fixed route mode of service they provide. The Standards and Policies must ensure service design and operations practices do not result in discrimination on the basis of race, color or national origin.

ACT operates eight fixed routes and Spec-Trans – an origin-to-destination service for people with disabilities that prevents them from riding an accessible fixed route bus. The Service Standards apply to the fixed route. The Service Standards are an established service performance measure or policy used by a transit provider as a means to plan or distribute services and benefits within its service area. FTA requires all fixed route transit providers to develop quantitative or measurable standards for the following standards.

- Vehicle Load
- Vehicle Headways
- On-Time Performance
- Service Availability

### **Vehicle Load**

The average of all passenger loads during operating hours depends on the composition of the passengers. ACT's customer base is primarily composed of persons with disabilities, elderly and economically disadvantaged. Many of ACT's customers have no other source of transportation and without public transportation; they are unable to leave their neighborhood.

The number of passengers and the number of carryon items vary from trip to trip therefore, our Service Standard for Vehicle Load is, the driver will transport as many passengers and their belongings as possible within a safe manner.

Below, you will find a table that illustrates the average passenger capacity of each vehicle.

With the exception of 5 30' El Dorado buses, ACT operates 25 mini-buses approximately 27' in length. All buses have two forward facing wheelchair securement areas and most are equipped with perimeter seating.

| Vehicle Type              | Average Passenger Capacities |          |       |              |
|---------------------------|------------------------------|----------|-------|--------------|
|                           | Seated                       | Standing | Total | Maximum Load |
| El Dorado 6000 Series Bus | 24                           | 12       | 36    | 1.5          |
| El Dorado 7200 Series Bus | 17                           | 7        | 24    | 1.4          |
| 6900 Series Bus           | 13                           | 7        | 20    | 1.6          |
| 6238 and 6473 Bus         | 9                            | 9        | 18    | 2            |



## Vehicle Headways

The Transit Department has 8 fixed route, 9 Spec-Trans and 5 extra-board driving assignments. The Transit Department operates 8 routes with 12 buses and does not change the number of vehicles operating during peak or off peak periods.

All routes operate from approximately 6:00 am until 7:00 pm Monday thru Saturday. No other public transportation modes, peak or off peak or Sunday service is available.

The table on the following page illustrates headway and distance for each route.

| Route | Weekday    | Weekend           | Route Distance | Other Conditions            |
|-------|------------|-------------------|----------------|-----------------------------|
| 1     | 30 minutes | 1 hour 15 minutes | 6.7 miles      | Traffic and passenger loads |
| 2     | 45 minutes | 1 hour 15 minutes | 10.4 miles     | Traffic and passenger loads |
| 3(2)  | 30 Minutes | 1 hour            | 18.2 miles     | Traffic and passenger loads |
| 4     | 1 hour     | 1 hour            | 17.2 miles     | Traffic and passenger loads |
| 5     | 1 hour     | 1 hour            | 15.3 miles     | Traffic and passenger loads |
| 6(2)  | 45 minutes | 1 hour 30 minutes | 27.8 miles     | Traffic and passenger loads |
| 7(2)  | 45 minutes | 1 hour 30 minutes | 24.0 miles     | Traffic and passenger loads |
| 8(2)  | 45 minutes | 1 hour 30 minutes | 25.0 miles     | Traffic and passenger loads |

The Vehicle Headway Service Standard is - it is acceptable for the vehicle headways to be longer than what is stated in the table. Headways can be affected for several reasons that has a direct correlate to on time performance. Unfortunately, at this time the COA does not have the operating funds to improve vehicle headways.

## On-Time Performance

Each route serves a unique operating environment that can affect on time performance. Heavy traffic and school zones will cause the buses to run late throughout the day on every route. Seasonal events such as back to school and Christmas shopping seasons also cause many of the routes to run late.

Inclement weather events such as flash flooding, snow, ice and fog can appreciably slow down or shut down public transportation operations completely. Heavy passenger traffic on and off the bus can delay a route along with deploying a lift multiple times on a route.

Although the ADA made fixed route transportation possible for many people, it also created an "on-time" compliance challenge for every public transportation provider. In this operating environment (ADA compliance requirements, limited equipment, driving position vacancies), ACT is currently in the process of reforming the previous on-time performance standards. The new revised on-time performance service standard will be 0 minute early and 5 minutes late window and a threshold of 95.0-97.4% to meet performance standards.

## **Service Availability**

The COA covers just over 100 square miles. The Service Availability Service Standard is - the COA will place bus routes, bus stops and passenger amenities throughout the ACT service area (within the City limits west of Lakeside Drive) as funding will allow.

Public transportation services are operated Monday thru Saturday from 6:00 am until 7:00 pm. No service is provided on Sunday or New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas.

A person may call the Transit Office or contact any Transit Department staff member to request a bus stop, bench or shelter. After the request is made, a staff member reviews the request, evaluates the right of way and studies the topography of the site.

Proximity to community service agencies, employment, medical facilities and educational or shopping opportunities is gathered next among other factors that may be unique to the site.

Staff members consult with dispatchers to determine call volume from this area and information is gathered from bus operators to estimate passenger demand. After a group of bus stops are ready to be put together into a project, Transit Department staff informs the public how much funding is available for the project and solicits input from ACT's customers and community service agencies thru the Public Engagement planning process.

The process described above will determine which bus stops are included in the project based on available funding, needs of the community and public input. If the amenity cannot be located as requested, Transit Department staff will contact the person who made the request and find an alternate location for the amenity.

Below you will find a service area map.





Department staff informs the public how much funding is available for the project and solicits input from ACT's customers and community service agencies thru the Public Engagement process to determine which locations are included in the project.

If an amenity cannot be located as requested, the Transit Department staff contact the person who made the request and work to find an alternate location.

(a) Seating – ACT recently completed 4 bus stop projects to install curb cuts, ramps, accessible routes, bus stop pads, benches and shelters along the fixed routes. Any person can call to request a bus stop pad, bench or shelter. The request is added to the list and a staff member researches the request.

(b) Bus and rail shelters and rail platform canopies – ACT does not operate a rail system.

(c) Provision of information – printed signs, system maps, route maps and schedules  
Each bus stop has a sign and the transfer point has signage. Each route has an individual map and schedule and there is one system map and schedule. All maps are formatted in the same manner.

(d) Digital equipment – all buses have a stop announcement system, scroll sign and security cameras that record audio and video. No bus stops or the transfer point has digital vehicle arrival time signage.

(e) Escalators – ACT does not have escalators.

(f) Elevators – ACT does not have elevators.

(g) Waste receptacles (trash and recycling) – The transfer point has trash cans. No bus stops have trash cans or recycling containers.

### **Vehicle Assignment**

Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout the transit system. Policies for vehicle assignment may be based on the age of the vehicle, where age would be a proxy for condition. FTA requires each transit provider to set a vehicle assignment policy. A transit provider could set a policy to assign vehicles to depots so that the age of the vehicles at each depot does not exceed the system-wide average.

ACT's has one transfer point located at 3rd and Fillmore. The administrative facility with mechanic shop and bus parking garage is located at 801 SE 23rd under one roof. All vehicles are dispatched out of the administrative facility and report to the transfer point.



ACT employs 3 utility workers who clean the interior and exterior of all vehicles, fuel and park them each evening. ACT also employs 6 mechanics who service and maintain the vehicles.

ACT has 28 revenue fleet vehicles - 19 of the vehicles are 2009, 5 are 2002 and the remaining 5 are 2008. The 2002 (5) and 2009 (7) vehicles will be replaced during 2016. Other vehicles are scheduled to be replaced in the future. All vehicles have a radio, security cameras that record audio and video, a wheelchair lift, two forward facing wheelchair securement areas, similar seating capacity and perimeter seating. ACT closely monitors all vehicles for safety, mechanical dependability and cleanliness to ensure all customers receive a similar experience.

ACT currently does not have peak and off peak service, express or commuter service. Transit service begins at about 6:00 am and all buses complete the service day at 7:00 pm Monday thru Saturday.

**Attachment A – Title VI Notice**  
**English**

Title VI Notice  
The City of Amarillo, Texas  
Amarillo City Transit

The City of Amarillo - Amarillo City Transit hereby certifies that, as a condition of receiving Federal financial assistance to provide programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Amarillo. The complaint must be filed within 180 days from the time of the incident.

For more information on the City of Amarillo's civil rights program and the procedures to file a complaint contact, Transit Manager at 806-378-6842, (TTY 806-372-6234), email [Transit.Manager@amarillo.gov](mailto:Transit.Manager@amarillo.gov) or visit the administrative offices at 801 SE 23<sup>rd</sup> Street, Amarillo, Texas 79105. For more information, visit [www.amarillo.gov](http://www.amarillo.gov).

Interested parties are hereby afforded the opportunity to comment on the performance of Amarillo City Transit, request additional information on Amarillo City Transit's nondiscrimination obligations or file a complaint. Written comments may be submitted to the Deputy City Manager, P.O. Box 1971, Amarillo, Texas 79105.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil rights, Attention: Title VI Program Coordinator, East Building, 5<sup>th</sup> Floor – TCR, 1200 New Jersey Ave., SE, Washington DC 20590.

**Accessibility Statement**

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (SE 7<sup>th</sup> 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 for a sign language interpreter must make a request with the City Secretary two business days before the meeting, by telephoning 378-3013, or the City TDD telephone number at 378-4229.

If information is needed in another language, contact 806-378-6842. This information is available free of any charge. Title VI or any information needed by passengers in other languages can be printed for customer upon request or by going to ACT website at [www.amarillo.gov](http://www.amarillo.gov). Amarillo City Transit also has a Limited English Proficiency Plan where Amarillo City Transits information can be provided to the customers as requested. For further information regarding ACT you may contact Transit Manager at (806) 378-6842 or [Transit.Manager@amarillo.gov](mailto:Transit.Manager@amarillo.gov).



## **Attachment B – Title VI Complaint Form: English**

### **(ACT) Title VI Complaint Form**

**If information is needed in another language, contact 806-378-6842.**

**Atención Sesión Pública Convocatoria Aviso 806-378-6842 Para Obtener  
Información – [www.amarillo.gov](http://www.amarillo.gov)**

**Nếu thông tin là cần thiết trong một ngôn ngữ khác, liên hệ 806-378-6842 –  
[www.amarillo.gov](http://www.amarillo.gov)**

ACT is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended. Title VI complaints must be filed within 180 business days from the date of the alleged discrimination.

The following information is necessary to assist us in processing your complaint. If you require any assistance in completing this form, please contact The General Manager by calling at 806-378-6842. The completed form must be returned to:

Amarillo City Transit,  
Attention: General Manager  
P.O. Box 1971  
Amarillo, Texas 79105

|                                                                                                                                     |                          |
|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Section I</b>                                                                                                                    |                          |
| Your Name:                                                                                                                          | Home Phone:              |
| Street Address:                                                                                                                     | Work Phone:              |
| E-Mail Address:                                                                                                                     | City, State. & Zip Code: |
| Do you need this information in an accessible format?<br>Large Print    TDD    Audio Tape    Other _____                            |                          |
| <b>Section II</b>                                                                                                                   |                          |
| Are you filing this complaint on your own behalf: Yes*                      No<br>*If you answered yes, go to Section III           |                          |
| If no, please supply the name and relationship of the person for whom you are complaining:<br>Name _____ Relationship _____         |                          |
| Please explain why you have filed a complaint for a third party: _____<br>_____                                                     |                          |
| Please print and sign your name acknowledging that you have obtained permission to file this complaint on behalf of the third party |                          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Printed<br>Name _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Signature _____ |
| <b>Section III</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |
| I believe the discrimination I experienced was based on (circle all that apply)<br>Race _____ Color _____ National Origin _____<br>Date of alleged discrimination (Month, Day, Year): _____<br>Explain what happened and why you believe that you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.                                                                      |                 |
| <b>Section IV</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
| Have you previously filed a Title VI complaint with this agency? Circle the appropriate answer -      Yes                      No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
| <b>Section V</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |
| Have you filed this complaint with any other Federal, State or local agency or with any Federal or State court? Circle the appropriate answer -    Yes          No<br>If yes, check all that apply:<br><input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> State Agency: _____<br><input type="checkbox"/> Federal Court: _____ <input type="checkbox"/> Local Agency: _____<br><input type="checkbox"/> State Court: _____<br>Please provide contact information at the agency/court where the complaint was filed:<br>Name _____ Title _____ Phone Number _____<br>Agency _____ Address _____ |                 |
| <b>Section VI</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |
| Name of agency complaint is against: _____<br>Contact person: _____ Title: _____<br>Telephone Number: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |

You may attach any written materials or other information that you think is relevant to your complaint. Signature and date required

|                        |                       |             |
|------------------------|-----------------------|-------------|
| <b>Print your name</b> | <b>Sign your name</b> | <b>Date</b> |
|------------------------|-----------------------|-------------|

Please submit this form in person to:  
 Amarillo City Transit  
 801 South East 23<sup>rd</sup>  
 Amarillo, Texas 79102  
 Route 4 stops at the front door

Mail this form to:  
 City of Amarillo  
 P.O. Box 1971  
 Amarillo, Texas 79105

|                      |
|----------------------|
| Date Received: _____ |
| Received By: _____   |



***Attachment C – Title VI Complaint Form: Spanish***

**(ACT) Formato de Queja con Respecto al Título VI**

**Si necesita recibir esta información en otro idioma, contacte al 806-378-6842.  
(Especificando que necesita recibir esta oración en español y vietnamita debajo  
de la oración en inglés)**

El ACT está comprometido con asegurarse de que ninguna persona quede excluida de participación o que se le nieguen los beneficios de sus servicios con base en la raza, color o nacionalidad, como se indica en el Título VI de la Ley de Derechos Civiles de 1964, en su enmienda. Las quejas con respecto al Título VI deberán ser presentadas en los 180 días siguientes a la fecha del presunto acto de discriminación.

La siguiente información es necesaria para ayudarnos a procesar su queja. Si requiere cualquier tipo de asistencia para llenar este formato, por favor contacte al Administrador General llamando al 806-378-6842. El formato completo deberá ser enviado a:

Amarillo City Transit,  
Attention: General Manager  
P.O. Box 1971  
Amarillo, Texas 79105

| Sección I                                                                                                                        |                                 |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Su Nombre:                                                                                                                       | Teléfono de casa:               |
| Domicilio:                                                                                                                       | Teléfono del trabajo:           |
| Dirección de correo electrónico:                                                                                                 | Ciudad, Estado y Código Postal: |
| ¿Necesita recibir esta información en un formato accesible?<br>Fuente más grande    TDD    Cinta de audio<br>Otro _____          |                                 |
| Sección II                                                                                                                       |                                 |
| ¿Está llenando esta forma a su propio nombre:    Sí*                      No<br>*Si su respuesta es sí, avance a la Sección III  |                                 |
| Si no, por favor proporcione el nombre y relación de la persona por quien está poniendo la queja:<br>Nombre _____ Relación _____ |                                 |
| Por favor, explique por qué está presentando una queja para un tercero: _____                                                    |                                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Por favor imprima y firme con su nombre aceptando que haya obtenido permiso para presentar esta queja en nombre de un tercero</p> <p>Letra de Molde<br/> Nombre _____ Firma _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Sección III</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>Creo que la discriminación que experimenté está basada en (marque todo lo que aplique)<br/> Raza _____ Color _____ Nacionalidad _____</p> <p>La fecha de la presunta discriminación (Mes, Día, Año): _____</p> <p>Explique lo que ocurrió y por qué creyó que fue discriminado. Describa todas las personas que estuvieron involucradas. Incluya el nombre e información de contacto de la persona o personas que le discriminaron (si los conoce), así como los nombres e información de contacto de cualquier testigo. Si se requiere de más espacio, por favor use la parte posterior de este formato.</p> |
| <b>Sección IV</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>¿Había presentado alguna vez una queja con respecto al Título VI con esta agencia?<br/> Marque la respuesta apropiada -            Sí                                    No</p>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Sección V</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>¿Ha presentado esta queja ante otra agencia Federal, Estatal o local o con alguna corte Estatal o Federal? Marque la respuesta apropiada -    Sí            No</p> <p>Si la respuesta es sí, revise todas las que apliquen:</p> <p>[ ] Agencia Federal: _____ [ ] Agencia Estatal: _____</p> <p>[ ] Corte Federal: _____ [ ] Agencia Local: _____</p> <p>[ ] Corte Estatal: _____</p> <p>Por favor proporcione la información de la agencia/corte en donde la queja fue presentada:</p> <p>Nombre _____ Título _____ Teléfono _____</p> <p>Nombre _____</p> <p>Agencia _____ Dirección _____</p>              |
| <b>Sección VI</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>Nombre de la agencia en contra de la cual se presenta la queja: _____</p> <p>Persona de contacto: _____ Título: _____</p> <p>Número telefónico: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

Puede agregar cualquier material escrito o cualquier otra información que piensa es relevante para su queja. Se requieren firma y fecha

\_\_\_\_\_  
**Escriba su nombre**

\_\_\_\_\_  
**Firme con su nombre**

\_\_\_\_\_  
**Fecha**



Por favor envíe este formato en persona a:      Envíe este formato a:

Sistema de Tránsito de la Ciudad de Amarillo:

Amarillo City Transit  
City of Amarillo  
801 South East 23<sup>rd</sup>  
Amarillo, Texas 79102

P.O. Box 1971  
Amarillo, Texas 79105

La ruta 4 se detiene en la puerta delantera.

|                                                                         |
|-------------------------------------------------------------------------|
| <div>Fecha de<br/>Recepción: _____</div> <div>Recibido por: _____</div> |
|-------------------------------------------------------------------------|

**Attachment D – Title VI Complaint Form: Vietnamese**

**Mẫu đơn Khiếu Kiện về Điều VI (ACT)**

**Nếu cần thông tin bằng một ngôn ngữ khác, hãy gọi số 806-378-6842. (Tôi cần bản dịch câu này bằng tiếng Tây Ban Nha và tiếng Việt bên dưới câu tiếng Anh)**

ACT cam kết bảo đảm không ai bị loại trừ hoặc bị từ chối các lợi ích về dịch vụ vì lí do chủng tộc, màu da hoặc nguồn gốc quốc gia, theo Điều VI luật Dân Quyền 1964 (sửa đổi). Khiếu kiện theo Điều VI cần được gửi trong vòng 180 ngày làm việc kể từ ngày xảy ra việc phân biệt đối xử.

Các thông tin sau đây là cần thiết để giúp chúng tôi giải quyết khiếu kiện của bạn. Nếu bạn cần bất kỳ sự giúp đỡ nào để điền mẫu đơn này, xin liên lạc với Giám Đốc Điều Hành tại số 806-378-6842 Mẫu đơn sau khi điền xong cần được gửi đến: Công Ty Vận Tải Nội Thành Amarillo

Người nhận Giám Đốc Điều Hành  
P.O. Box 1971  
Amarillo, Texas 79105

|                                                                                                                                            |                          |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Phần I</b>                                                                                                                              |                          |
| Tên:                                                                                                                                       | Điện thoại nhà riêng:    |
| Địa chỉ:                                                                                                                                   | Điện thoại cơ quan:      |
| Email:                                                                                                                                     | Thành phố, Bang: Mã Zip: |
| Bạn cần thông tin này dưới dạng nào?<br>Bản in lớn TDD Băng ghi âm<br>Dạng khác _____                                                      |                          |
| <b>Phần II</b>                                                                                                                             |                          |
| Bạn điền đơn khiếu kiện này cho chính bản thân bạn: Có* Không<br>*Nếu bạn trả lời Có, hãy đọc tiếp mục III                                 |                          |
| Nếu không phải, hãy điền tên và quan hệ giữa bạn và người mà bạn viết đơn khiếu kiện cho họ:<br>Tên _____ Quan hệ với người viết đơn _____ |                          |
| Vui lòng giải thích vì sao bạn viết đơn giùm cho một bên thứ ba:<br>_____<br>_____                                                         |                          |
| Vui lòng in và ký tên để xác nhận rằng bạn được phép đại diện cho một bên thứ ba viết đơn khiếu kiện này:                                  |                          |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Tên (Bằng chữ in) _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Ký tên _____ |
| <b>Phần III</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |              |
| Tôi tin rằng sự phân biệt đối xử mà tôi đã phải chịu là do (khoanh tròn mục đúng)<br>Chủng tộc _____ Màu da _____ Nguồn Gốc Quốc Gia _____<br>Ngày tháng xảy ra việc phân biệt đối xử (Tháng, Ngày, Năm): _____<br>Giải thích điều gì đã xảy ra và tại sao bạn tin rằng bạn đã bị phân biệt đối xử. Kể chi tiết về tất cả những người có liên quan, bao gồm tên và thông tin liên lạc của (những) người đã phân biệt đối xử với bạn (nếu biết) và tên và thông tin liên lạc của những nhân chứng có liên quan. Nếu cần thêm khoảng trống để viết, vui lòng dùng mặt sau của đơn này.                                                                                                                     |              |
| <b>Phần IV</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |
| Bạn đã từng viết đơn khiếu nại theo Điều VI đối với cơ quan này chưa? Khoanh tròn câu trả lời - Có Không                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              |
| <b>Phần V</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |
| Bạn đã từng viết đơn khiếu nại dạng này đối với bất kỳ cơ quan đoàn thể cấp Địa phương, cấp Bang hoặc cấp Liên Bang hoặc với Tòa án Bang hoặc Liên Bang? Khoanh tròn câu trả lời đúng - Có Không<br>Nếu có, đánh dấu những mục đúng:<br><input type="checkbox"/> Cơ quan cấp Liên Bang: _____<br><input type="checkbox"/> Cơ quan cấp Bang: _____<br><input type="checkbox"/> Tòa án Liên Bang: _____<br><input type="checkbox"/> Cơ quan Địa phương: _____<br><input type="checkbox"/> Tòa án Bang: _____<br>Xin vui lòng cung cấp thông tin liên lạc của cơ quan/tòa án nơi đã nhận đơn kiện lần trước:<br>Tên người nhận _____ Chức Danh _____ Số điện thoại _____<br>Tên cơ quan _____ Địa chỉ _____ |              |
| <b>Phần VI</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |
| Tên cơ quan đã bị khởi kiện lần trước: _____<br>Người liên lạc: _____ Chức danh: _____<br>Số điện thoại: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |

Bạn có thể gửi kèm bất cứ văn bản hay thông tin bổ sung nào khác có liên quan đến đơn kiện. Ngày và ký tên

| Viết tên bằng chữ in                                                                                                                                                    | Ký tên                                                                       | Ngày tháng năm |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------|
| Vui lòng nộp trực tiếp đơn kiện này cho:<br>Amarillo City Transit<br>801 South East 23 <sup>rd</sup><br>Amarillo, Texas 79102<br>Dừng trước cửa chính đường 4 (route 4) | Gửi đơn này đến:<br>City of Amarillo<br>PO Box 1971<br>Amarillo, Texas 79105 |                |

Ngày nhận: \_\_\_\_\_  
 Người nhận: \_\_\_\_\_

**Attachment E – COA Interpreter List**

| Dept | Name                           | Language(s)         | Phone    |
|------|--------------------------------|---------------------|----------|
| 1110 | <b>HUMAN RESOURCES</b>         |                     |          |
|      | FRAUSTO VIOLA R                | SPANISH             | X4296    |
| 1120 | <b>RISK MANAGEMENT</b>         |                     |          |
|      | GIBBS MARIA T                  | SPANISH             | X9310    |
| 1241 | <b>CIVIC CENTER PROMOTIONS</b> |                     |          |
|      | OWENS HAN                      | CHINESE / TAIWANESE | X6149    |
| 1243 | <b>CIVIC CENTER OPERATIONS</b> |                     |          |
|      | FLORES JESUS M                 | SPANISH             | X4297    |
|      | MORALES MARIA                  | SPANISH             | X4297    |
| 1260 | <b>LIBRARY</b>                 |                     |          |
|      | ESTRADA-GONZALEZ KARIN         | SPANISH             | 381-7931 |
|      | GOMEZ SAMUEL                   | SPANISH             | 378-3054 |
|      | MULLIN PATRICK M               | SPANISH             | X6038    |
|      | SHAVER SILVIA                  | SPANISH             | 342-1589 |
| 1270 | <b>AECC</b>                    |                     |          |
|      | FISHER LISA                    | SPANISH             | X9053    |
|      | GUERRERO ANA R                 | SPANISH             | X9053    |
|      | HOOD CARLOS                    | SPANISH             | X9051    |
|      | PEREZ CASSANDRA                | SPANISH             | X3038    |
|      | AMBURN ATY                     | LAOTIAN             | X3038    |
| 1305 | <b>MUNICIPAL COURT</b>         |                     |          |
|      | BACA DIANE                     | SPANISH             | X6233    |
|      | JIMENEZ MARIA                  | SPANISH             | X6237    |
|      | LOZANO MIGUEL L                | SPANISH             | X6233    |
|      | PERALES MICHELLE L             | SPANISH             | X6071    |
|      | RODRIGUEZ ADRIANA              | SPANISH             | X2166    |
|      | RODRIGUEZ JULIANA L            | SPANISH             | X6230    |
|      | STOREY CYNTHIA Y               | SPANISH             | X6041    |
| 1315 | <b>FINANCE</b>                 |                     |          |
|      | TAO PHUONG Y                   | VIETNAMESE          | X4217    |
| 1320 | <b>ACCOUNTING</b>              |                     |          |
|      | ARJON NANCE                    | SPANISH             | X5223    |
|      | MISTY MENDEZ                   | SPANISH             | X6206    |
| 1325 | <b>PURCHASING</b>              |                     |          |
|      | CARLILE GLORIA A               | SPANISH             | X9482    |
|      | QUINONEZ MARIA G               | SPANISH             | X4214    |
| 1410 | <b>ENGINEERING</b>             |                     |          |
|      | DELAGARZA FRED                 | SPANISH             | X6013    |
|      | GONZALEZ JUAN JOSE             | SPANISH             | 680-9251 |
| 1420 | <b>STREET DEPARTMENT</b>       |                     |          |
|      | BALLESTEROS RAMIRO             | SPANISH             | X6818    |
|      | GARCIA ELIGIO D                | SPANISH             | X6818    |
|      | SANDOVAL FELIX                 | SPANISH             | X6818    |
|      | VALADEZ SAMMY                  | SPANISH             | X6818    |
|      | ZAMORA JOHNNY J                | SPANISH             | X6818    |
|      | ZAVALA ARTURO                  | SPANISH             | X6818    |



|             |                               |                 |          |
|-------------|-------------------------------|-----------------|----------|
| <b>1431</b> | <b>SOLID WASTE COLLECTION</b> |                 |          |
|             | ARAGON STEPHEN L              | SPANISH         | X6818    |
|             | ARREDONDO JAIME L             | SPANISH         | X6800    |
|             | CABRERA PABLO MURGUIA         | SPANISH         | X6872    |
|             | CEDILLO RICARDO               | SPANISH         | X6888    |
|             | CERVANTES JUAN                | SPANISH         | X6813    |
|             | CHAVEZ JIMMY T                | SPANISH         | X6881    |
|             | FIEL JOHN A                   | GERMAN          | X6887    |
|             | FUENTES RAMON                 | SPANISH         | X6873    |
|             | GARCIA GREGORIO               | SPANISH         | X6872    |
|             | GUZMAN JULIAN                 | SPANISH         | X6868    |
|             | LOZANO GILBERT J              | SPANISH         | X6868    |
|             | MARQUEZ GERARDO D             | SPANISH         | X6812    |
|             | MARTINEZ RICARDO              | SPANISH         | X6868    |
|             | MONTOYA STEVEN R              | SPANISH         | X6813    |
|             | RENDON SALVADOR JR            | SPANISH         | X6872    |
|             | RODRIGUEZ JAVIER S            | SPANISH         | X6813    |
|             | RUIZ MARCELO                  | SPANISH         | X6873    |
|             | SALAS RICKY                   | SPANISH         | X6872    |
|             | SALIHVIC MEHO                 | BOSNIAN         | X6812    |
|             | SAN MIGUEL GILBERT            | SPANISH         | X6888    |
|             | SANCHEZ MARIO                 | SPANISH         | X6873    |
|             | VELASQUEZ LUNBERTO            | SPANISH         | X6888    |
|             | YBARRA DAVID                  | SPANISH         | X6818    |
| <b>1432</b> | <b>SOLID WASTE DISPOSAL</b>   |                 |          |
|             | BAKER ALBERT L                | SPANISH         | 359-2065 |
|             | ESPARZA DANIEL                | SPANISH         | 359-2069 |
|             | FUENTES DAVID P               | SPANISH         | X6814    |
|             | LOZA NOEL J                   | SPANISH         | X6814    |
|             | MALDONADO ESTEBAN             | SPANISH         | 359-2056 |
|             | STOUT WENDY R                 | SPANISH         | 359-2056 |
|             | YNIGUEZ VINCENTE              | SPANISH         | 359-2056 |
| <b>1610</b> | <b>POLICE</b>                 |                 |          |
|             | BERMEA JOHNNY J               | SPANISH         | N/A      |
|             | BLANCO HUGO A                 | SPANISH         | X3038    |
|             | BRENES GEORGE                 | SPANISH         | X3038    |
|             | BRIEBSA JR GERARDO            | SPANISH         | X3038    |
|             | CABALLERO EDDIE               | SPANISH         | X3038    |
|             | CISNEROS ROBERTO C            | SPANISH         | X3038    |
|             | CRUZ CHRISTOPHER              | SPANISH         | X3038    |
|             | DELFIERRO VICTOR H            | SPANISH         | X3038    |
|             | FINSTERWALD CALEB J           | SPANISH         | 278-0085 |
|             | GALLEGOS MICHAEL              | SPANISH         | X3038    |
|             | GARCIA OSCAR M                | SPANISH         | X9405    |
|             | MARTINEZ MIKE                 | SPANISH         | X4006    |
|             | MUSSYAL ROBERT JR             | FARSI / SPANISH | X4231    |
|             | PALACIOS CYNTHIA L            | SPANISH         | N/A      |
|             | PEREZ CARLOS G                | SPANISH         | X2339    |
|             | PEREZ DANNY                   | SPANISH         | X4267    |
|             | PONCE DAVID                   | SPANISH         | X3076    |
|             | QUILES NORMA                  | SPANISH         | N/A      |

|              |                                        |                   |          |
|--------------|----------------------------------------|-------------------|----------|
|              | RAMIREZ ANDRES                         | SPANISH           | N/A      |
|              | SOTO RAYMOND                           | SPANISH           | X3038    |
| <b>1640</b>  | <b>CIVILIAN PERSONNEL</b>              |                   |          |
|              | AYALA LIZETH F                         | SPANISH           | X6177    |
|              | BRUSH ANGIE                            | SPANISH           | X9463    |
|              | LUANGLATH VAHNLY                       | LAOTIAN           | X6168    |
|              | MEJIA IVONNE                           | SPANISH           | X4251    |
| <b>1710</b>  | <b>ANIMAL MANAGEMENT &amp; WELFARE</b> |                   |          |
|              | CHAVEZ RAYMOND P                       | SPANISH           | X6033    |
|              | VALADEZ NICK                           | SPANISH           | X6033    |
|              | YARA ELISA                             | SPANISH           | X6033    |
|              | ZAMORA RAUL                            | SPANISH           | X9032    |
| <b>1732</b>  | <b>TRAFFIC FIELD OPERATIONS</b>        |                   |          |
|              | RAMIREZ MICHELLE R                     | SPANISH           | X6800    |
| <b>1740</b>  | <b>BUILDING SAFETY</b>                 |                   |          |
|              | CAIRE SANJUANA DELIA                   | SPANISH           | X6036    |
|              | PACHECO MARTHA                         | SPANISH           | X9032    |
|              | RANGEL LUPE                            | SPANISH           | 678-3879 |
|              | TORRES MARISA                          | SPANISH           | X3006    |
| <b>1761</b>  | <b>TRANSIT FIXED ROUTE</b>             |                   |          |
|              | ALEMAN ABDIEL                          | SPANISH           | X3095    |
|              | CARTAGENA CARLOS                       | SPANISH           | X3095    |
|              | LEMLEY CHRISTINE                       | SPANISH           | X6863    |
|              | MARTINEZ RUTH IMELDA                   | SPANISH           | X3095    |
|              | MENDOZA RUDOLPH                        | SPANISH           | X3095    |
|              | PAJIC PETAR                            | BOSNIAN           | X3095    |
|              | PEREZ JUAN                             | SPANISH           | X3095    |
|              | RIVERA EDUVIGES                        | SPANISH           | X3095    |
|              | ROSALES REFUGIO                        | SPANISH           | X3095    |
|              | SISTOV MIROSLAV                        | BOSNIAN, CROATIAN | X3095    |
| <b>1762</b>  | <b>TRANSIT DEMAND RESPONSE</b>         |                   |          |
|              | MARTINEZ JUAN A                        | SPANISH           | X3095    |
|              | RAMOS MARIA                            | SPANISH           | X3095    |
| <b>1763</b>  | <b>TRANSIT MAINTENANCE</b>             |                   |          |
|              | SAIN STOJAN                            | CROATIAN, BOSNIAN | X6866    |
|              | SOLIS RUBEN                            | SPANISH           | X6858    |
| <b>1850</b>  | <b>PARKS &amp; REC PROGRAM</b>         |                   |          |
|              | BACA WENDY                             | SPANISH           | X6008    |
|              | PEREZ ELIZABETH                        | SPANISH           | X3069    |
| <b>1910</b>  | <b>FIRE DEPARTMENT</b>                 |                   |          |
|              | ALEJANDRE JAY                          | SPANISH           | 378-9360 |
| <b>1940</b>  | <b>FIRE MARSHAL</b>                    |                   |          |
|              | DIAZ JACOB                             | SPANISH           | X3512    |
| <b>20130</b> | <b>HOUSING REHAB</b>                   |                   |          |
|              | VARELA SELENE                          | SPANISH           | X6285    |
| <b>20210</b> | <b>HOUSING ASSISTANCE</b>              |                   |          |
|              | MIRELES VANESSA                        | SPANISH           | X3098    |
| <b>20310</b> | <b>HOME ADMINISTRATION</b>             |                   |          |
|              | MARTINEZ MICHELLE                      | SPANISH           | X9319    |
| <b>20910</b> | <b>COURT SECURITY</b>                  |                   |          |
|              | RUIZ ROBERT                            | SPANISH           | X6232    |



|              |                                             |                        |          |
|--------------|---------------------------------------------|------------------------|----------|
| <b>25013</b> | <b>IMM/LOCALS</b>                           |                        |          |
|              | LOYA BEATRICE                               | SPANISH                | X6325    |
| <b>25014</b> | <b>HIV PREVENTION</b>                       |                        |          |
|              | JIMENEZ MONIQUE                             | SPANISH                | X6346    |
|              | NERIOS MARCUS R                             | SPANISH                | X6345    |
| <b>25015</b> | <b>CORE PUBLIC HEALTH</b>                   |                        |          |
|              | BARBER MAYRA                                | SPANISH                | X6300    |
|              | ROYBAL LAURIE A                             | SPANISH                | X6332    |
| <b>52100</b> | <b>UTILITIES OFFICE</b>                     |                        |          |
|              | CARBAJAL MARIA                              | SPANISH                | X3079    |
|              | HAMMONDS SHAWNA                             | AMERICAN SIGN LANGUAGE | X6251    |
|              | MEZA CAROLYN                                | SPANISH                | X9344    |
| <b>52110</b> | <b>DIRECTOR OF UTILITIES</b>                |                        |          |
|              | SYSOMBATH SYSAVATH                          | LAOTIAN                | X9475    |
| <b>52210</b> | <b>WATER TRANSMISSION</b>                   |                        |          |
|              | MADRID JR ANTONIO                           | SPANISH                | X3019    |
| <b>52220</b> | <b>SURFACE WATER TREATMENT</b>              |                        |          |
|              | BALDWIN RONNY MEL                           | SPANISH                | X3019    |
|              | MADRID ROSENDO                              | SPANISH                | X3019    |
| <b>52230</b> | <b>WATER DISTRIBUTION</b>                   |                        |          |
|              | ARCOS ARTURO                                | SPANISH                | X6826    |
|              | BENAVENTE GERMAN                            | SPANISH                | X6945    |
|              | DURINICK LUCILA                             | SPANISH                | X6824    |
|              | GARCIA MANUEL D                             | SPANISH                | X6947    |
| <b>52240</b> | <b>WASTE WATER COLLECTION</b>               |                        |          |
|              | BACA MICHAEL E                              | SPANISH                | X6803    |
|              | CAMPOS EVARISTO                             | SPANISH                | N/A      |
|              | CARRERA SALVADOR                            | SPANISH                | X6824    |
|              | CASTILLO DENNIS                             | SPANISH                | 336-7197 |
|              | GARCIA TOM                                  | SPANISH                | X6852    |
|              | GUTIERREZ DAVID                             | SPANISH                | X6830    |
|              | LIRA JOSE                                   | SPANISH                | X6830    |
|              | MARTINEZ FABIAN J                           | SPANISH                | X6824    |
|              | RIVERO JORGE A                              | SPANISH                | X6830    |
| <b>52260</b> | <b>RIVER ROAD WATER RECLAMATION</b>         |                        |          |
|              | CARRILLO PETRA                              | SPANISH                | 381-7905 |
|              | MARTINEZ DANIEL                             | SPANISH                | 381-7905 |
|              | MINJAREZ JUAN                               | SPANISH                | 381-7905 |
| <b>52270</b> | <b>HOLLYWOOD ROAD WASTE WATER TREATMENT</b> |                        |          |
|              | ARIAS LAURO M                               | SPANISH                | 622-0722 |
|              | DIAZ JESUS T                                | SPANISH                | 622-0722 |
|              | FERREL STEPHEN L                            | SPANISH                | 622-0722 |
|              | FINLEY JIMMY                                | BAHASA INDONESIAN      | 622-0722 |
|              | PHANSANA SOUKSAVANH                         | LAOTIAN                | 622-0722 |
|              | VASQUEZ JORGE ALBERTO                       | SPANISH                | 622-0722 |
| <b>52281</b> | <b>LABORATORY ADMINISTRATION</b>            |                        |          |
|              | CALDWELL CLINTON                            | SPANISH                | 342-1524 |
|              | MOYA MARGARET                               | SPANISH                | 342-1557 |
|              | SOLIS LORENA                                | SPANISH                | 342-1549 |

|              |                           |         |          |
|--------------|---------------------------|---------|----------|
| <b>54110</b> | <b>AIRPORT OPERATIONS</b> |         |          |
|              | CARRASCO JUAN PABLO       | SPANISH | 335-1671 |
|              | HERNANDEZ ELI             | SPANISH | 335-1671 |
|              | SEBASTIAN DAVID           | SPANISH | 335-4403 |
|              | TARANGO SANDRA            | SPANISH | 335-1671 |
| <b>56100</b> | <b>DRAINAGE UTILITY</b>   |         |          |
|              | RAMOS DANIEL              | SPANISH | X6817    |
| <b>64300</b> | <b>CITY CARE CLINIC</b>   |         |          |
|              | ARAUJO CECILIA            | SPANISH | X9090    |
|              | LUCERO LORRAINE           | SPANISH | X9090    |



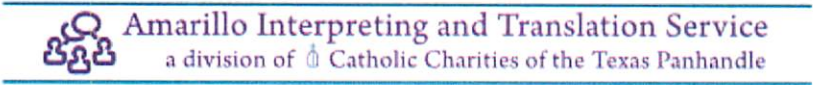
***Attachment F – Title VI Approval***

City Council Agenda  
City Council Minutes  
City Council Resolution

Attachment G – Interpreting Services

Amarillo Interpreting Service and Language Line

<http://www.cctxp.org/interpreting-and-translation-service.html>



Amarillo Interpreting Service (AIS) is a pool of linguistically and culturally diverse individuals who are fluent in English and at least one other language. These professionally trained interpreters are available to meet the growing need for interpretation throughout Amarillo and the Texas Panhandle by providing quality interpreting and documents translation services.

AIS was established in 2000 because of an increasing need for professional, reliable interpreting services to non-English speaking populations in Amarillo and the Texas Panhandle. Currently, AIS is the only interpreting service in the area that offers **more than 30 different languages** including, but not limited to:

|                                   |              |
|-----------------------------------|--------------|
| Arabic                            | Kiswahili    |
| Amharic                           | Kirundi      |
| Burmese                           | Kinya-Rwanda |
| Bosnian                           | Lai          |
| Chinese (Mandarin)                | Mai-Ma       |
| Chin                              | Mizo         |
| Dari (Afghani)                    | Oromo        |
| Farsi (Persian)                   | Pashtun      |
| Falam                             | Po Karen     |
| French                            | Spanish      |
| Hahka                             | Somali       |
| Karen                             | Thai         |
| Kurdish (Sorani, Badeni, Hawrami) | Tedemi       |
|                                   | Urdu         |

**Scheduling an Interpreter**

**Advance notice of at least five days is required.** Complete the form to the right to schedule an appointment or call (806) 345-7907. Please provide the following information:

- Purpose for the request
- Language required
- Time, date and place
- Name and phone number of contact person
- Billing information
- AIS interpreter will arrive at least 15 minutes prior to appointment time.

**Less than five days advance notice** - Follow instructions for requests as stated above. AIS will try to provide service, if possible, but does not guarantee fulfilling these



requests. In some cases, AIS may request a different time or day to deliver interpreting services.

**Same day request** - Emergency interpreting refers to interpreting needs that arise after normal business hours, on weekends, holidays or in emergency situations. Call (806) **654-8443**. The interpreter will report to the area where the services are needed no later than 45 minutes later receipt of the phone call.

## **Attachment H – Program of Projects**

English with required language in Spanish and Vietnamese

### **NOTICE OF AVAILABILITY**

#### **FY 2013 2014 PROGRAM OF PROJECTS – AMARILLO CITY TRANSIT**

The City of Amarillo in fulfillment of the requirements to receive financial assistance from the Texas Department of Transportation, Federal Transit Administration, for the Amarillo City Transit system has developed a special Program of Projects identifying those projects and activities for which assistance will be sought.

Urbanized Area: Amarillo, Texas

Recipient: City of Amarillo – Amarillo City Transit

#### **Public Transportation Fund (PTF) and Section 5307 Requests FY 2013 2014 Program of Projects and Budget**

|                                                    | <b>Total</b>       | <b>Federal</b>     | <b>State</b>     | <b>Local</b>       |
|----------------------------------------------------|--------------------|--------------------|------------------|--------------------|
| <b>Capital</b>                                     |                    |                    |                  |                    |
| Bus Benches/Shelter                                | \$201,142          | \$160,914          | 0                | \$40,228           |
| Assembly and Installation                          |                    |                    |                  |                    |
| Preventative Maintenance                           | \$772,204          | \$617,763          | 0                | \$154,441          |
| <b>Total Capital</b>                               | <b>\$973,346</b>   | <b>\$778,677</b>   | <b>\$0</b>       | <b>\$194,669</b>   |
| Planning                                           | \$0                | \$0                | \$0              | \$0                |
| <b>Operating</b>                                   |                    |                    |                  |                    |
| Operating (50% Federal, 50% State/Local)           | \$3,739,452        | \$1,788,741        | \$393,842        | \$1,556,869        |
| Less Farebox                                       | \$161,970          | \$0                | \$0              | \$161,970          |
| <b>Net Operating (Operating – Farebox)</b>         | <b>\$3,577,482</b> | <b>\$1,788,741</b> | <b>\$393,842</b> | <b>\$1,394,899</b> |
| <b>Total Budget(Total Capital + Net Operating)</b> | <b>\$4,550,828</b> | <b>\$2,567,418</b> | <b>\$393,842</b> | <b>\$1,589,568</b> |

#### **Title VI Notice The City of Amarillo, Texas Amarillo City Transit**

The City of Amarillo operates its programs and services without regard to race, color and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Amarillo.

For more information on the City of Amarillo's civil rights program and the procedures to file a complaint contact, Transit Manager at 806-378-6842, (TTY 806-372-6234), email [Transit.Manager@amarillo.gov](mailto:Transit.Manager@amarillo.gov) or visit the administrative offices at 801 SE 23<sup>rd</sup> Street, Amarillo, Texas 79105. The Transit Department offices are located on Route 4 with a bus stop at the front door of the office. For more information, visit [www.amarillo.gov](http://www.amarillo.gov).

The City of Amarillo - Amarillo City Transit hereby certifies that, as a condition of receiving Federal financial assistance, it will ensure that: No person on the basis of race, color, or national origin will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.



Interested parties are hereby afforded the opportunity to comment on the performance of Amarillo City Transit, request additional information on Amarillo City Transit's nondiscrimination obligations or file a complaint. Written comments may be submitted to the Deputy City Manager, P.O. Box 1971, Amarillo, Texas 79105. A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil rights, Attention: Title VI Program Coordinator, East Building, 5th Floor – TCR, 1200 New Jersey Ave., SE, Washington DC 20590.

#### **Limited English Proficiency**

If information is needed in another language, contact 806-378-6842. This information is available free of any charge. You will also find Title VI information in other languages at [www.amarillo.gov](http://www.amarillo.gov). Amarillo City Transit has a limited English Proficiency Plan where Amarillo City Transits information in other languages is made available at no cost. Should you desire information, you may contact Christopher Quigley at (806) 378-6902 or [Chris.Quigley@amarillo.gov](mailto:Chris.Quigley@amarillo.gov).

Si requiere que se le proporcione información en un idioma distinto al inglés, contacte al 806-378-6842. Esta información está disponible libre de cualquier cargo. También podrá encontrar información del Título VI en otros idiomas en [www.amarillo.gov](http://www.amarillo.gov). El Sistema de Tránsito de Amarillo City tiene un plan de asistencia para personas con limitaciones en el idioma inglés por medio del cual el Departamento de Tránsito de la Ciudad de Amarillo proporciona información en otros idiomas sin costo alguno. Si desea más información, contacte con Christopher Quigley al (806) 378-6902 o a [Chris.Quigley@amarillo.gov](mailto:Chris.Quigley@amarillo.gov).

Nếu cần thông tin bằng một ngôn ngữ khác, vui lòng liên hệ 806-378-6842 Thông tin này hoàn toàn miễn phí. Bạn cũng có thể tìm thấy thông tin về điều luật số VI tại trang web: [www.amarillo.gov](http://www.amarillo.gov). Công ty Vận Tải Nội Thành Amarillo có Chương Trình dành cho Người Không Thông Thoại Tiếng Anh, trong đó thông tin miễn phí về Công ty Vận Tải Nội Thành Amarillo bằng các ngôn ngữ khác Nếu cần thông tin, bạn có thể liên hệ với Christopher Quigley số (806) 378-6902 hoặc email [Chris.Quigley@amarillo.gov](mailto:Chris.Quigley@amarillo.gov).

#### **Accessibility Statement**

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (SE 7<sup>th</sup> 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 for a sign language interpreter must make a request with the City Secretary two business days before the meeting, by telephoning 378-3013, or the City TDD telephone number at 378-4229.

#### **Notice of Public Hearing**

Prior to submission of the Program of Projects to the Federal Transit Administration, the Amarillo City Council will conduct a public hearing on Tuesday, \_\_\_\_\_, 2014 at 3:00pm. The hearing will be held in the City Council Chambers, Room 302, City Hall,

509 SE 7<sup>th</sup> Ave, Amarillo, Texas. The purpose of the public hearing will be to afford citizens the opportunity to discuss the fiscal year 2013 - 2014 Program of Projects and the performance of the Amarillo City Transit system. Unless there is an objection regarding the above proposed transit improvements, this notice will serve as the Final Notice of the fiscal year 2013 - 2014 Program of Projects.



***Attachment I – Title VI Contact List***

Empty Sky Soto/Rinzai  
313 Sunset Terrace  
Amarillo Texas 79106

Refugee Services of Texas  
1731 S Avondale  
Amarillo Texas 79106

Vietnamese Activity Center  
2000 N Spring  
Amarillo Texas 79107

Our Lady of Vietnam Parish  
2001 N Grand  
Amarillo Texas 79107

Chua Giac Hoa Temple  
1714 N Mirror  
Amarillo Texas 79107

La Voz Hispana  
2801 W Amarillo Blvd  
Amarillo Texas 79101

Mensajero News  
2430 SW 8th Ave  
Amarillo Texas 79106

The News Group Amarillo Depot  
8375 E Amarillo Blvd  
Amarillo Texas 79107

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# Amarillo City Council

## Agenda Transmittal Memo



|              |                 |                  |                                   |
|--------------|-----------------|------------------|-----------------------------------|
| Meeting Date | January 3, 2017 | Council Priority | Long Term Plan for Infrastructure |
|--------------|-----------------|------------------|-----------------------------------|

|            |               |
|------------|---------------|
| Department | Street / 1420 |
|------------|---------------|

### Agenda Caption

Purchase – Flexible Aggregate Base Material: Award to low bidder meeting specifications, Thomas Sand & Gravel Co. Inc., - \$64,250.00.

### Agenda Item Summary

Flexible Aggregate Base Material is used in repair of unpaved streets and alleys throughout the City.

### Requested Action

Award this contract to low bidder meeting specification, Thomas Sand & Gravel Co. Inc., at the price of \$12.85 per ton. This amount is a **decrease** of 0.4% below last year’s price of \$12.90 per ton.

### Funding Summary

Funding in the amount of \$65,000.00 (5,000 tons @ \$13.00/ton) for the purchase of Flexible Aggregate Base is available in the approved 2016/2017 Street Department budget. The \$64,250 cost is approx. 1.153% less than budgeted. No State or Federal funds will be used for the purchase of these materials.

### Community Engagement Summary

Flexible Aggregate Base Material is the primary material used by the Street Department in the repair of unpaved streets and alleys throughout the City. Flexible Aggregate Base Material is used to repair unpaved streets and alleys to increase their longevity, as well as, improving the overall appearance of the City’s unpaved streets and alleys.

### Staff Recommendation

Street Department recommends acceptance of this bid.



Bid No. 5566 FLEXIBLE AGGREGATED BASE ANNUAL CONTRACT  
 Opened 4:00 p.m. September 22, 2016

| To be awarded as one lot                                                     |          | THOMAS SAND & GRAVEL<br>CO INC | TEXAS SAND & GRAVEL CO<br>INC | J LEE MILGAN INC |
|------------------------------------------------------------------------------|----------|--------------------------------|-------------------------------|------------------|
| Line 1 Flexible base, to be delivered in<br>Amarillo, TX, per specifications |          |                                |                               |                  |
| 5,000 ea                                                                     |          |                                |                               |                  |
| Unit Price                                                                   | \$12.850 |                                | \$15.500                      | \$20.500         |
| Extended Price                                                               |          | 64,250.00                      | 77,500.00                     | 102,500.00       |
| Bid Total                                                                    |          | 64,250.00                      | 77,500.00                     | 102,500.00       |
| Award by Vendor                                                              |          | 64,250.00                      |                               |                  |



# Amarillo City Council Agenda Transmittal Memo



|              |          |                  |                           |
|--------------|----------|------------------|---------------------------|
| Meeting Date | 01/03/17 | Council Priority | Infrastructure Initiative |
|--------------|----------|------------------|---------------------------|

|            |                |
|------------|----------------|
| Department | Fleet Services |
|------------|----------------|

## Agenda Caption

Purchase – Fire Truck, Grass and Wildland.

Award using HGAC Contract meeting specifications:

|                                                  |              |
|--------------------------------------------------|--------------|
| Hall Buick GMC ( Ferrara Fire Apparatus Dealer ) | \$215,769.00 |
| Total Award \$215,769.00                         |              |

This item is the scheduled replacement of Fire Truck 5702, 2001 International Grass-Rig that has reached or exceeded useable life approved in the 2016-2017 budgets.

## Agenda Item Summary

Scheduled replacement of Unit 5702, 2001 International Grass-Rig. Purchased thru HGAC contract #FS12-15. Contract purchase allows for consistency of Fire fleet to insure training and maintenance requirements of critical equipment. Contract purchase also allows for additional governmental pricing discounts and quicker delivery times.

## Requested Action

Approval

## Funding Summary

Municipal Garage Auto Rolling Stock, account 61120.84100 request total award \$215,769.00  
Beginning fund \$4,680,100.00 remaining account balance \$3,664,269.00

## Community Engagement Summary

Consistency of Fire Fleet insures community safety

## City Manager Recommendation

City staff recommends approval



Bid No. 5650 Specialized 4 Wheel Drive Fire Truck  
Opened 4:00 p.m., December 22, 2016

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|                          |                |
|--------------------------|----------------|
| To be awarded as one lot | Hall Buick GMC |
|--------------------------|----------------|

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Line 1 Truck, Fire Protection and Crash Rescue,  
Scheduled Replacement Unit 5702 Fire Truck - Grass  
Rig, per specifications

|                |               |            |
|----------------|---------------|------------|
| 1 ea           |               |            |
| Unit Price     | \$213,769.000 |            |
| Extended Price |               | 213,769.00 |

---

Line 2 Shipping, Handleing & Misc Fees, HGAC Contract  
Fees per specifications

|                |             |          |
|----------------|-------------|----------|
| 1 ea           |             |          |
| Unit Price     | \$2,000.000 |          |
| Extended Price |             | 2,000.00 |

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|           |            |
|-----------|------------|
| Bid Total | 215,769.00 |
|-----------|------------|

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|                 |            |
|-----------------|------------|
| Award by Vendor | 215,769.00 |
|-----------------|------------|

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# Amarillo City Council Agenda Transmittal Memo



|              |                 |                  |                |
|--------------|-----------------|------------------|----------------|
| Meeting Date | January 3, 2017 | Council Priority | Infrastructure |
|--------------|-----------------|------------------|----------------|

|            |                             |
|------------|-----------------------------|
| Department | Wastewater Collection 52240 |
|------------|-----------------------------|

## Agenda Caption

Purchase -- Liquid Ferrous Chloride (Bid Number 5606) Award to OFS, Inc. for purchase of Ferrous Chloride as needed for an amount not to exceed \$142,458.24.

## Agenda Item Summary

Liquid Ferrous Chloride to be purchased on an "as needed basis" for odor control in the Wastewater Collection system. Ferrous Chloride is added to the Wastewater system at 5 locations on major outfall line to help reduce H<sub>2</sub>S to control odor and deterioration

## Requested Action

Recommended bid by awarded to OFS Inc. for the purchase of this item on an as needed basis for a total amount of \$.8990/LB and \$142,458.24 extended.

## Funding Summary

Budgeted account is 52240.51350 (Chemical Medical) has a balance of \$90,967.38 and was original set up on Oct 1<sup>st</sup> 2106. This purchase will be made in two different Budget years, 16/17 Budget for 9 months and 17/18 Budget for 3 months. No state and/or federal funds will be utilized for this purchase.

## Community Engagement Summary

Long Term Plan for Infrastructure, The Liquid Ferrous Chloride is added to the Wastewater Collection System to help control H<sub>2</sub>S which causes odor and reduces deterioration of manholes and piping.

## City Manager Recommendation



Bid No. 5606 LIQUID FERROUS CHLORIDE ANNUAL CONTRACT  
Opened 4:00 p.m.December 1, 2016

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To be awarded as one lot

OFS INC

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Line 1 Ferrous sulfate and ferrous  
chloride, liquid technical grade ferrous  
chloride, per specifications

158,463 ea

Unit Price

\$0.899

Extended Price

142,458.24

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Bid Total

142,458.24

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Award by Vendor

142,458.24



# Amarillo City Council

## Agenda Transmittal Memo



|                     |          |                         |                                                |
|---------------------|----------|-------------------------|------------------------------------------------|
| <b>Meeting Date</b> | 1/3/2017 | <b>Council Priority</b> | Downtown Redevelopment<br>Community Appearance |
|---------------------|----------|-------------------------|------------------------------------------------|

|                   |                     |
|-------------------|---------------------|
| <b>Department</b> | Planning Department |
|-------------------|---------------------|

### Agenda Caption

Approval – Center City Tax Reinvestment Zone #1 Developer Agreement for Triple Play Partners, LLC:

This item approves a Tax Increment Reinvestment Zone #1 Developer agreement for the reimbursement of 90% of the annual ad valorem tax increment from the participating taxing jurisdictions generated annually through 2036, as well as the reimbursement of \$50,000 of public improvements associated with this project, for the redevelopment of the Firestone building into residential units at 1004 S Tyler.

### Agenda Item Summary

This request is part of a planned redevelopment project of the Firestone building (built in 1930 as a full-service car center) into 13 residential units ( 7 – 1br, 6 – 2br) with accompanying common areas, an adjacent green space (recently abandoned alley), and a parking area. The project is both an adaptive reuse and preservation of a historically significant structure, while providing housing in the downtown area, which is consistent with objectives of the TIRZ #1 project plan and the Downtown Amarillo Strategic Action Plan.

Elements of the project include façade work, covered parking improvements, and streetscape improvements. The projected private investment is \$2,700,000. Assistance is being requested due to the fiscal impacts created as part of the project, which is also being done in accordance with historic guidelines by the Texas Historical Commission and the National Parks Service.

The request from the applicant was a 90% tax reimbursement through 2036, as well as a \$250,000 reimbursement for public improvements. The TIRZ board approved the 90% tax reimbursement, with a \$50,000 reimbursement for public improvements.

### Requested Action

Approval as presented. This item was recommended unanimously (7-0) by the TIRZ board at its November 10<sup>th</sup> meeting and was also presented to the Potter County Commissioners for comment on December 22<sup>nd</sup>.

### Funding Summary

Funding for both incentives approved is provided by the TIRZ #1 account, and both are reimbursements. Therefore, the incentives are not applicable until completion of the project, and payments must be verified before a reimbursement is issued.



# Amarillo City Council

## Agenda Transmittal Memo



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### Community Engagement Summary

The request was addressed at two public meetings (November 10<sup>th</sup> and December 22<sup>nd</sup>) which were posted for the public according to Open Meeting Act requirements.

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### City Manager Recommendation

Planning and Legal Staff have reviewed the associated ordinance and agreement, and recommend the City Council approve the item as submitted.

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## TERM SHEET

As Recommended by the TIRZ #1 Board Of Directors  
November 10, 2016

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name</b>                  | <b>Firestone Building</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Address</b>                       | 1004 S Tyler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Purpose</b>                       | Provide TIRZ assistance to facilitate the redevelopment and rehabilitation of a historically significant building that lies within the TIRZ boundary. The building is being rehabilitated to historic standards, consistent with approvals from Texas Historical Commission and National Parks Service. The redevelopment/renovation of the structure clearly meets the goals of the Downtown Strategic Action plan by creating retail and urban residential uses within the TIRZ Boundary. |
| <b>Background</b>                    | Built in early 1930 as a full-service car care center. The two story, "L"-shaped brick structure has features of both the Spanish Colonial Revival and Modern styles, such as Mayan pier capitals, Spanish Baroque Shields and a geometric belt course.                                                                                                                                                                                                                                     |
| <b>Property</b>                      | The building consists of 16,053 square feet (12,406 to be used for residential units, and 3,647 to be used as common area) and is located at the southwest corner of S Tyler and SW 10 <sup>th</sup> Ave. <b>(Exhibit A)</b>                                                                                                                                                                                                                                                                |
| <b>Developer</b>                     | Triple Play Partners, LLC is the owner of the building, represented by Gary Jennings.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Timeline</b>                      | <b>Specific Performance</b> <ul style="list-style-type: none"><li>• Anticipated first reimbursement no earlier than November 31, 2017 (no reimbursement until Certificate of Occupancy is issued)</li></ul>                                                                                                                                                                                                                                                                                 |
| <b>Planned Improvements</b>          | The project consists of façade, covered parking, and streetscape (sidewalk, trees, and pedestrian lights) improvements.                                                                                                                                                                                                                                                                                                                                                                     |
| <b>PRAD Value Before Development</b> | \$72,364 (building only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Private Investment</b>            | <b>\$ 2,700,000</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Financial Gap Analysis</b>        | Assistance is requested due to the fiscal impacts created with the renovation and restoration of the historic property. TIRZ assistance is being requested to help achieve a targeted internal rate of return and contribute to the sustainability of the project. Such TIRZ participation is consistent with the policy goals of the TIRZ Project and Financing Plan.                                                                                                                      |
| <b>Requested TIRZ Support</b>        | <ul style="list-style-type: none"><li>• Reimbursement Development Agreement:<br/>90% reimbursement of annual increment generated by project's ad valorem tax revenue for approximately 18 years (2036).</li></ul> <p>Reimbursement of \$50,000 for public improvements</p>                                                                                                                                                                                                                  |



## **TERM SHEET**

**As Recommended by the TIRZ #1 Board Of Directors  
November 10, 2016**

### **Public Benefit**

Section 311.010 of the Texas Tax Code and Section 380 of the Texas Local Government Code permits the administration of programs for the public purpose of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants or loans from the tax increment funds of the zone.

The project encompasses multiple elements including adaptive reuse and preservation of a historically significant structure, providing additional housing opportunities which can support downtown retail and entertainment activities. All of which further objectives of the TIRZ #1 Project and Financing Plan and the Downtown Amarillo Strategic Action Plan.

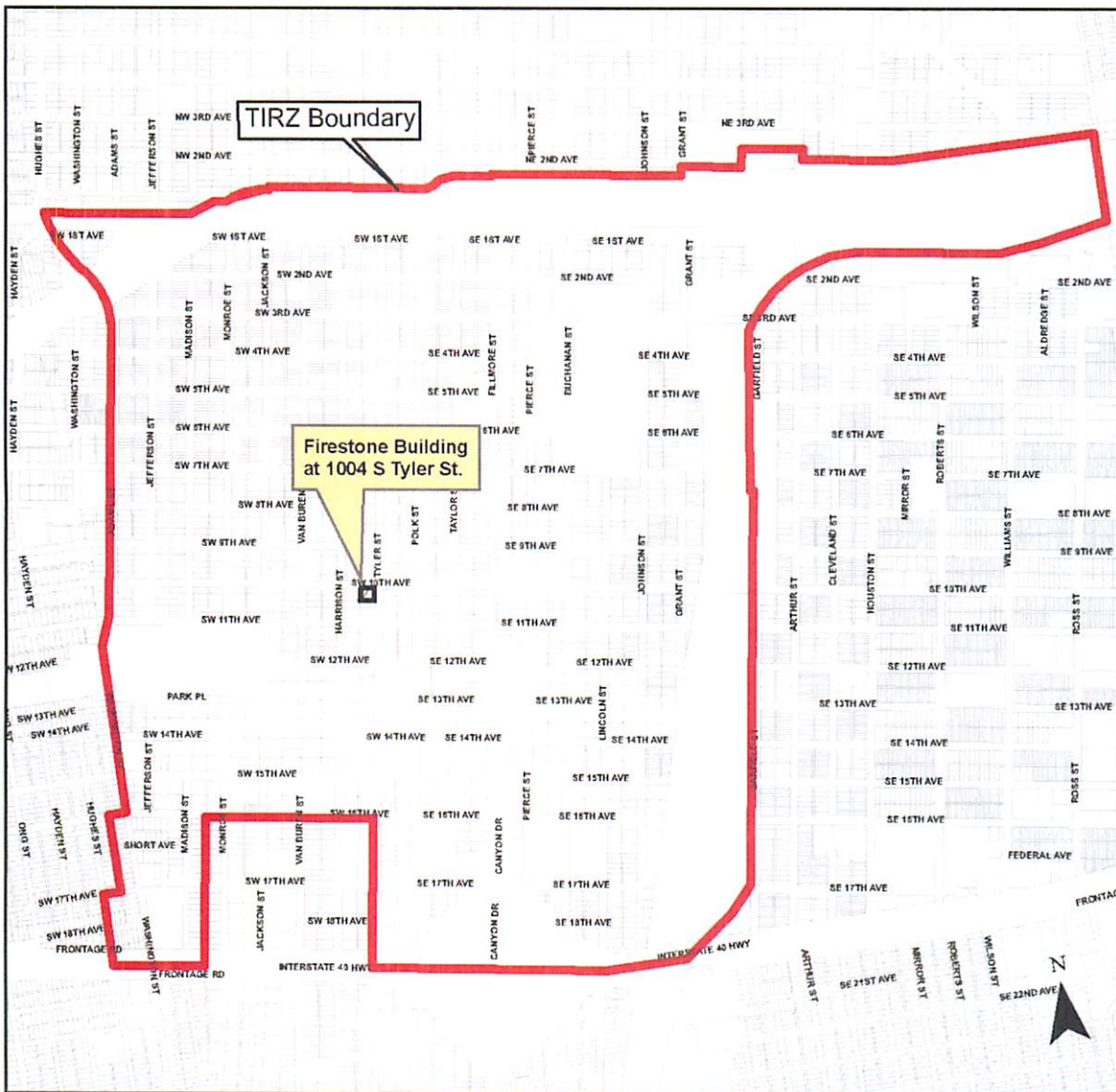
### **Attached Exhibits**

Exhibit A - Ownership Map  
Exhibit B - Project/Construction Budget

## TERM SHEET

As Recommended by the TIRZ #1 Board Of Directors  
November 10, 2016

### EXHIBIT A MAP OF TIRZ BOUNDARY AND SITE LOCATION



#### SITE LEGAL DESCRIPTION

Firestone Building at 1004 S Tyler St. and legally described as:

|          |                      |
|----------|----------------------|
| LOTS     | 1 & 2                |
| BLOCK    | 137                  |
| ADDITION | Plemons Addition     |
| CITY     | Amarillo, Texas      |
| COUNTY   | Potter County, Texas |



**DEVELOPER AGREEMENT  
TAX INCREMENT REINVESTMENT ZONE NO. 1,  
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and ("Developer").

The Zone and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the Zone and Developer have entered into this Agreement:

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

WHEREAS, on November 13, 2007, pursuant to Ordinance No. 7076, the CITY did approve Tax Increment Financing Reinvestment Zone Number One, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7012;

WHEREAS, pursuant to the Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund (TIF); also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7012, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these four goals: 1) Convention Hotel, 2) Urban Residential Development, 3) Office/Commercial/Retail Development, or 4) Ballpark/Family Entertainment Venues;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the Plan; and,

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Commission on January 3<sup>rd</sup>, 2017;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Site**

Developer owns or is under contract to purchase certain real property (the "Property"), which is within the city limits of Amarillo and the boundaries of the Zone. The Property is specifically described in Exhibit A. The existing property will be redeveloped as described below.

## **Section 2. Project & Financing**

The proposed project consists of façade work, covered parking, and streetscape work, specifically sidewalk, trees, and pedestrian lights (the "Private Improvements"), which are more particularly described on Exhibit B-1.

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

## **Section 3. TIF Participation: partial reimbursement of tax increment and one-time contribution**

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of ninety percent (90%) of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue until either the expiration of twenty (20) years after the effective date or a total reimbursement of (state "cap" value of payments) is paid to Developer, whichever occurs first. In addition, a one-time contribution of \$50,000 towards investment in public improvements will be made to Developer upon completion of the project. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year (commencing in the first year following project completion), provided all current taxes have been paid on the Property and any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to (i) preexisting debt service and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement.

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance plus accrued interest under this Agreement, and under any other outstanding developer agreements within the Zone.

## **Section 4. Reimbursement Limited to TIF Fund**

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 19, 2036, as provided by Ordinance No. 7012 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due



to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

#### **Section 5. Term**

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) expiration of twenty years after effective date; or (c) the expiration of the term of the Zone.

#### **Section 6. Exhibits**

The parties agree that each and every exhibit that is mentioned in and attached to this Agreement is a material part of this Agreement and each such exhibit is by this reference, incorporated into this agreement for all purposes as thought set forth verbatim here.

#### **Section 7. Force Majeure**

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

#### **Section 8. Indemnity**

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSIONS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD OR CITY UNDER TEXAS OR FEDERAL LAW.

#### **Section 9. M/WBE Goals**

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises

eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

#### **Section 10. Events of Default & Remedies**

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, including exhibits, which is not otherwise excused under the terms of this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

#### **Section 11. Venue and Governing Law**

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

#### **Section 12. Notices**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

##### **If intended for Zone, to:**

Tax Increment Reinvestment Zone No. 1  
c/o City of Amarillo Director of Planning  
509 S.E. 7th Street, Suite 206  
Amarillo TX 79101  
Fax: 806/378-9388

##### **If intended for Developer, to:**

Triple Play Partners, LLC  
4503 Greenwich Pl  
Amarillo, TX 79119

##### **Copy to:**

Office of the City Attorney  
509 S.E. 7th Street, Suite 303  
Amarillo, Texas 79101

##### **Copy to:**

N/A

Fax: 806/378-3018

**Section 12. Severability**

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Section 13. Counterparts & Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

**Section 14. Captions**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**Section 15. Successors and Assigns**

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, Developer shall not assign this Agreement without prior Zone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the Zone shall not be required for an assignment to an Affiliate of Developer. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited), or to the Developer's financial institution.

**Section 16. Limited Rights and Non-waiver**

This agreement is intended only to establish the rights and obligations as between the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the Zone or the City and their respective officials, directors, members, employees, agents, assigns, successors.

**Section 17. Entire Agreement**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED as of the dates shown below so as to be effective for all purposes as of the last date upon which all persons and parties for whom a blank is provided have signed (the "effective date").



# TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF AMARILO, TEXAS

**Triple Play Partners, LLC**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Scotty Bentley  
 Chairman of Board

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Gary Jennings  
 Manager/Owner

CITY OF AMARILO, TEXAS

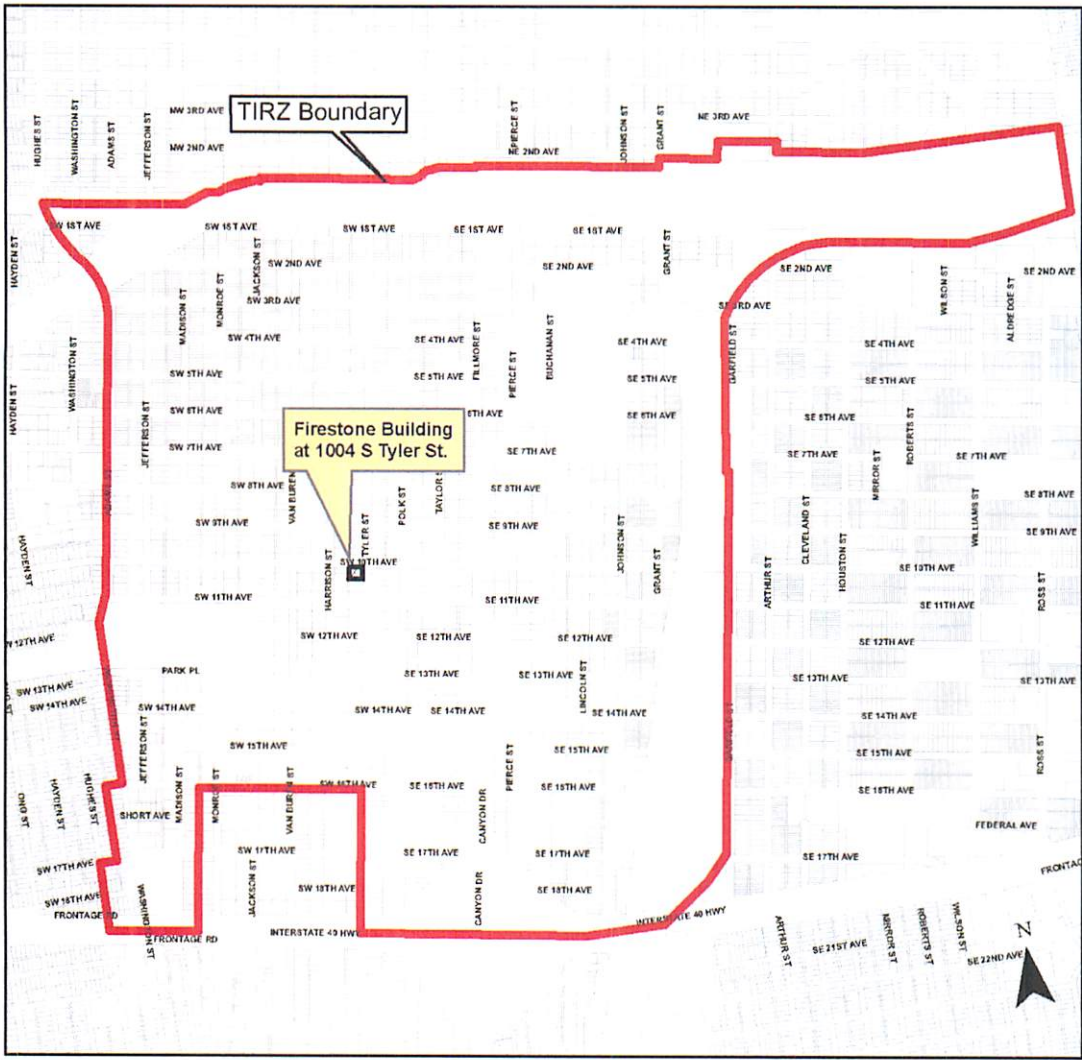
**APPROVED AS TO FORM AND LEGALITY  
FOR CITY & ZONE**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Bob Cowell  
 Interim City Manager

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mick McKamie  
City Attorney

Attachments that are part of this Agreement:  
Exhibit A Site description & map  
Exhibit B-1 Private Property Improvement

EXHIBIT A  
MAP OF TIRZ BOUNDARY AND SITE LOCATION



SITE LEGAL DESCRIPTION

Firestone Building at 1004 S Tyler St. and legally described as:

|          |                      |
|----------|----------------------|
| LOTS     | 1 & 2                |
| BLOCK    | 137                  |
| ADDITION | Plemons Addition     |
| CITY     | Amarillo, Texas      |
| COUNTY   | Potter County, Texas |

**EXHIBIT B-1**  
**PRIVATE PROPERTY IMPROVEMENT**

**SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED**

Developer promises to construct the following improvements to the Property described in Exhibit A:

|                          |                                                                                          |
|--------------------------|------------------------------------------------------------------------------------------|
| Business/Land Use        | 16,053 sf (12,406 to be used for residential units, and 3,647 to be used as common area) |
| Other improvements       | Façade and covered parking                                                               |
| Streetscape Improvements | Sidewalk, trees, and pedestrian lights                                                   |
| Curb Extensions          | N/A                                                                                      |

**SECTION 2. FINANCIAL ANALYSIS**

Staff has analyzed data that indicates the proposed costs of the project are not fully supported by the potential revenue, coupled with market uncertainty, and lack of a comparable property. The proposed gap assistance will encourage and support the Project and is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate un-and under-employment in the zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

In order to make Developer’s planned development or redevelopment financially feasible, Developer has requested that the Zone reimburse Developer for certain actual costs incurred for financial “gap” assistance per §311.010 of the Texas Tax Code and chapter 380 of the Texas Local Government Code.

**SECTION 3. DEVELOPER’S OBLIGATIONS**

As conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$2,700,000 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B-1 and the Agreement to which it is attached.
- Commence construction on or before January 31, which means both obtaining a building permit and being actively engaged in building activities.
- Obtain a Certificate of Occupancy for the building on or before November 30, 2017.
- Anticipate the first reimbursement no earlier than November 31, 2017, There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

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# Amarillo City Council

## Agenda Transmittal Memo



|              |                                              |                  |  |
|--------------|----------------------------------------------|------------------|--|
| Meeting Date | January 3, 2016                              | Council Priority |  |
| Department   | Capital Projects and Development Engineering |                  |  |

|                                                                                                                                 |  |
|---------------------------------------------------------------------------------------------------------------------------------|--|
| Agenda Caption                                                                                                                  |  |
| Approval of the Water Tower Lease Agreement between Alltel Communications, LLC d/b/a Verizon Wireless and the City of Amarillo. |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Agenda Item Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| Approval of the Water Tower Lease Agreement –This is a new lease between Alltel Communications, LLC d/b/a Verizon Wireless and the City of Amarillo. The lease site is located at 9401 Hillside Road (also known as the Hillside Water Tower). The initial term shall be for five (5) years and shall commence on the Commencement Date (when approved by City Council). Rental payments shall commence and be due at a total annual rental of \$13,500.00 to be paid in equal monthly installments on the first day of the month, in advance. Upon extension of the Commencement Date during the initial term and any extension of the initial term, rental shall increase by three percent (3%) per annum. The Agreement shall automatically be extended for two (2) additional five (5) year terms unless Verizon terminates the Agreement. |  |

|                                                          |  |
|----------------------------------------------------------|--|
| Requested Action                                         |  |
| Consider and approval of the Water Tower Lease Agreement |  |

|                                        |  |
|----------------------------------------|--|
| Funding Summary                        |  |
| No state or federal funds are involved |  |

|                              |  |
|------------------------------|--|
| Community Engagement Summary |  |
| N/A                          |  |

|                                     |  |
|-------------------------------------|--|
| Staff Recommendation                |  |
| City Staff is recommending approval |  |

LESSEE SITE NAME: TXAM Helium

## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Amarillo, with its principal offices at 509 SE 7<sup>th</sup> Avenue, Amarillo, Texas 79105, hereinafter designated LESSOR and Alltel Communications, LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), and hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 9401 Hillside Rd., Amarillo, Texas 79119, as shown on the Tax Map of the City of Amarillo as Lot 1 Block 1, Paramount Terrace Christian Church Addition Unit No. 1 in Section 64, Block 9, BS&F Survey, Randall County, Texas and being further described in the Official Public Records of Randall County, Document No. 2005014158 (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right, subject to providing advance notice to LESSOR for ingress and egress, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space and Land Space are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE shall endeavor to provide safety training (or verify that such has been provided) to LESSOR's employees, consultants and contractors that may come into contact with LESSEE's equipment, antennas and appurtenances as a result of their duties regarding the water tower.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower. LESSEE shall limit the installation to a maximum of six (6) antennas.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

LESSEE SITE NAME: TXAM Helium

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$13,500.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Upon each anniversary of the Commencement Date during the initial term and any extensions of the initial term, rental shall be increased by three percent (3%) per annum.

b. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$500.00, which shall be considered as additional rent for the Premises for the period beginning on the date of this Agreement until the Commencement Date, which shall be paid within ninety (90) days from the date of full execution of this Agreement by the Parties. LESSOR recognizes that Section 3.a. of this Agreement governs the Commencement Date and that this Section 3.b. of this Agreement does not impact whether or not LESSEE chooses to commence the Term.

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement including without limitation, a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE



LESSEE SITE NAME: TXAM Helium

Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

The Parties agree and acknowledge that LESSEE shall be responsible for rental payments due under this Agreement commencing on the Commencement Date and for each year thereafter throughout the Term of this Agreement (except as otherwise provided herein), but LESSEE will be unable to process any rental payment until the Rental Documentation has been supplied to LESSEE as provided herein.

d. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at *Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, or emailed to: livebills@ecova.com*. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. INTENTIONALLY DELETED.

6. INTENTIONALLY DELETED.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located),

LESSEE SITE NAME: TXAM Helium

including any increase in real estate taxes at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Subject to the terms of this Agreement, LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by LESSOR, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or

LESSEE SITE NAME: TXAM Helium

property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost:

i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence;

ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than \$1,000,000 per occurrence; and

iii. Workers Compensation insurance providing the statutory benefits and not less than \$1,000,000 of Employers Liability coverage.

LESSEE will include LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies. Worker's Compensation insurance shall include a Waiver of Subrogation in favor of LESSOR

c. INTENTIONALLY DELETED.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 9, and for damages to the Tower neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, upon the expiration of the initial five (5) year term, and provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE and LESSOR shall have



LESSEE SITE NAME: TXAM Helium

the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that nine (9) months prior notice is given to the other Party.

13. ACCESS TO TOWER. LESSOR agrees that LESSEE, subject to providing prior notice to LESSOR, shall have free access to the Tower during normal business hours for the purpose of installing and maintaining the said equipment; provided however, that no such prior notice to LESSOR shall be required in the event of an emergency. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers, if applicable.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) (maximum of 6), on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

LESSEE will endeavor to provide all training (or verify that such has been provided) to LESSOR's employees, agents, and consultants regarding LESSEE's equipment, conduits, etc., in respect to safety.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same. Structural analysis report shall be completed by LESSEE and approved by LESSOR (such approval not to be unreasonably withheld, conditioned, or delayed) prior to equipment installation and shall include all existing equipment on structure when analyzing. Such structural analysis shall be complete by a Texas structural engineer and verify support is sufficient for additional antennas.

Upon request of the LESSOR, LESSEE agrees, at LESSEE's expense, to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring

LESSEE SITE NAME: TXAM Helium

LESSEE to relocate;

- c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in coordination with LESSOR, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSEE further agrees to provide, at no expense to LESSOR, the necessary equipment and personnel to assist LESSOR in doing a final inspection of the Tower Space upon final removal of all of LESSEE's personal property.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE

LESSEE SITE NAME: TXAM Helium

holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. INTENTIONALLY DELETED.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall be released from its obligations to LESSEE under this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Texas with venue in Potter County, Texas.



LESSEE SITE NAME: TXAM Helium

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Amarillo  
Attn: C.C Sysombath  
P.O. Box 1971  
Amarillo, TX 79105  
(806) 378-9394 – Fax  
(806) 378-9475 – Phone

LESSEE: Alltel Communications, LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. INTENTIONALLY DELETED.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

LESSEE SITE NAME: TXAM Helium

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

30. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

31. INTENTIONALLY DELETED.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises and LESSOR decides not to repair the damage or the damage cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

LESSEE SITE NAME: TXAM Helium

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from LESSEE to LESSOR shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.



LESSEE SITE NAME: TXAM Helium

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. ADVERTISING AND SIGNAGE ON LEASED PREMISES. LESSEE shall not have the right to install or operate any advertising signs representing its business on the Premises.

(SIGNATURE PAGE TO FOLLOW)

LESSEE SITE NAME: TXAM-Helium

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**City of Amarillo, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**LESSEE:**

**Alltel Communications, LLC  
d/b/a Verizon Wireless**

By:   
Kazi Ahmed

Its: Director – Network Field Engineering

Date: 12/13/11

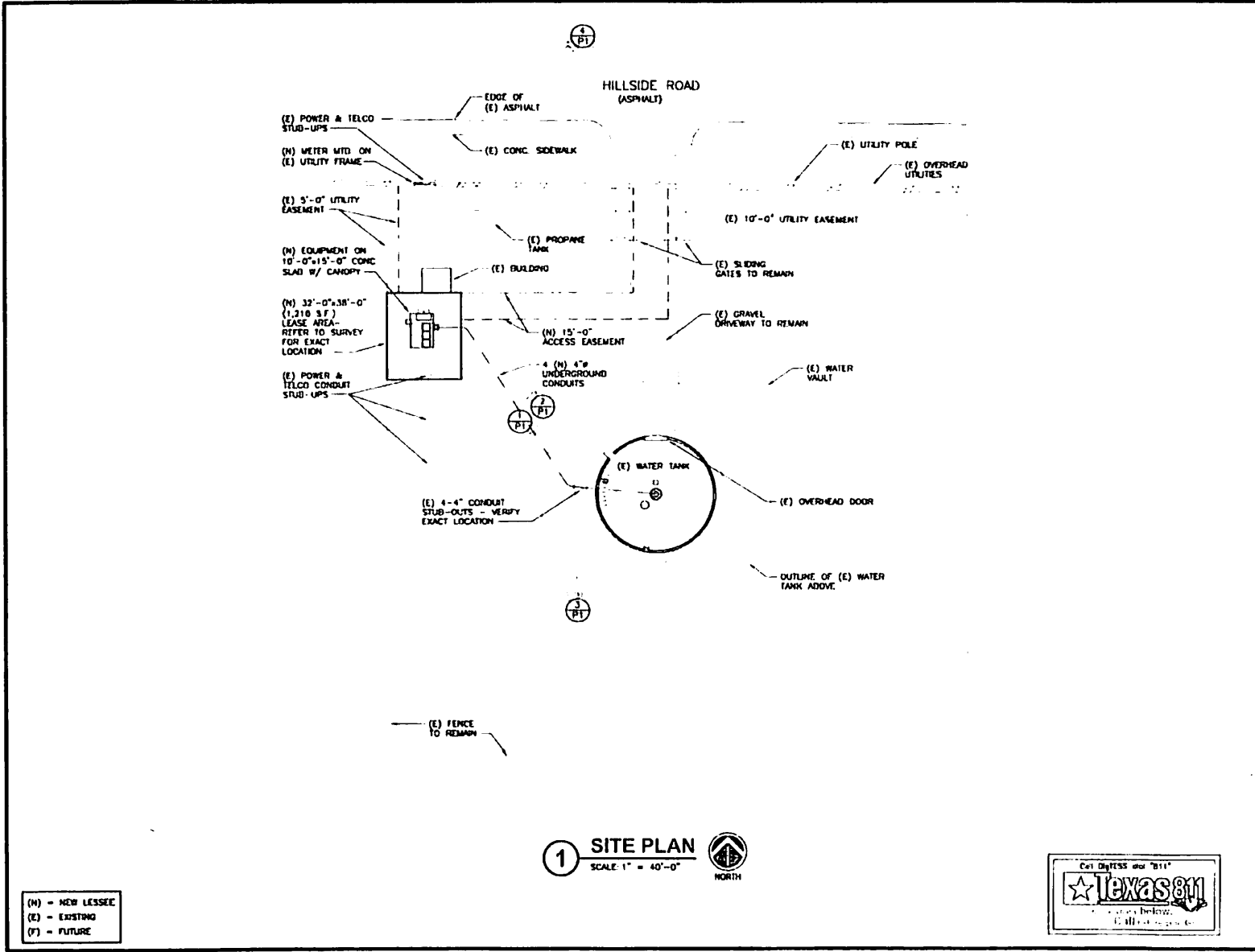
LESSEE SITE NAME: TXAM-Helium

Exhibit "A"

(Sketch of Premises within Property)



LESSEE SITE NAME: TXAM-Helium  
EXHIBIT A



verizon

TXAM HELIUM  
\*\*\*  
9401 HILLSIDE ROAD  
AMARILLO, RANDALL COUNTY, TX 79119  
(288816)

LANDLORD

LEASING

CONSTRUCTION

02.01.18



EXP. DATE: 06/30/18

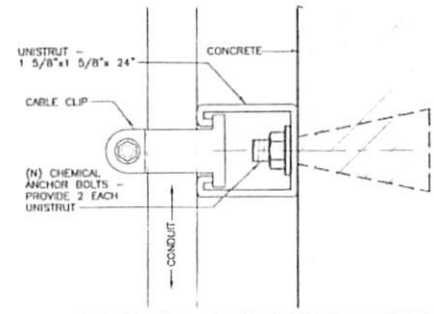
  
ARCHCOMM, LLC.  
1006 Baymont  
San Antonio, Texas 78213  
(214) 368-2905  
TIDPE 180, F-15650  
SHEET 1001

SITE PLAN

11.04.18 ISSUE FOR REVIEW  
02.01.18 TRUUP FOR CONSTRUCTION

A1





**2 CABLEING / UNISTRUT MOUNT AT SHAFT WALL**  
 SCALE: 6\"/>

**Coaxial Cable Support Components**

| Ex-Press® Coaxial Cable Mounting Band |                                                                                                                         | Part Number                           | Description | Weight, lb (kg) |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------|-----------------|
| App Location:                         | Water tower                                                                                                             | Ex-Press® Coaxial Cable Mounting Band | 8.3 (3.8)   |                 |
| Size:                                 | 30" x 1 1/2" x 1/8" (762 x 38 x 3 mm)                                                                                   |                                       |             |                 |
| Design:                               | Covers openings for the cables in holes of tank structure.                                                              |                                       |             |                 |
| Features:                             | Universal, adjustable suspension band with shock-curing epoxy backings for strength. 3/16" (5 mm) thick.                |                                       |             |                 |
| Materials:                            | 1/2" x 3/16" (38.1 mm x 4.8 mm) aluminum band with 3/16" x 3/16" x 3/16" (3.8 mm x 3.8 mm x 3.8 mm) shock-curing epoxy. |                                       |             |                 |
| Material:                             | Aluminum and shock-curing epoxy                                                                                         |                                       |             |                 |
| Includes:                             | Shock-curing epoxy                                                                                                      |                                       |             |                 |
| Order Separately:                     | Shocks in aluminum, stainless-steel, or bronze                                                                          |                                       |             |                 |



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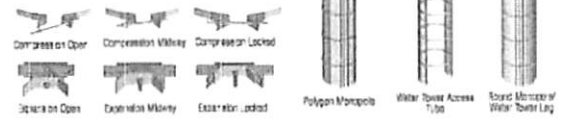
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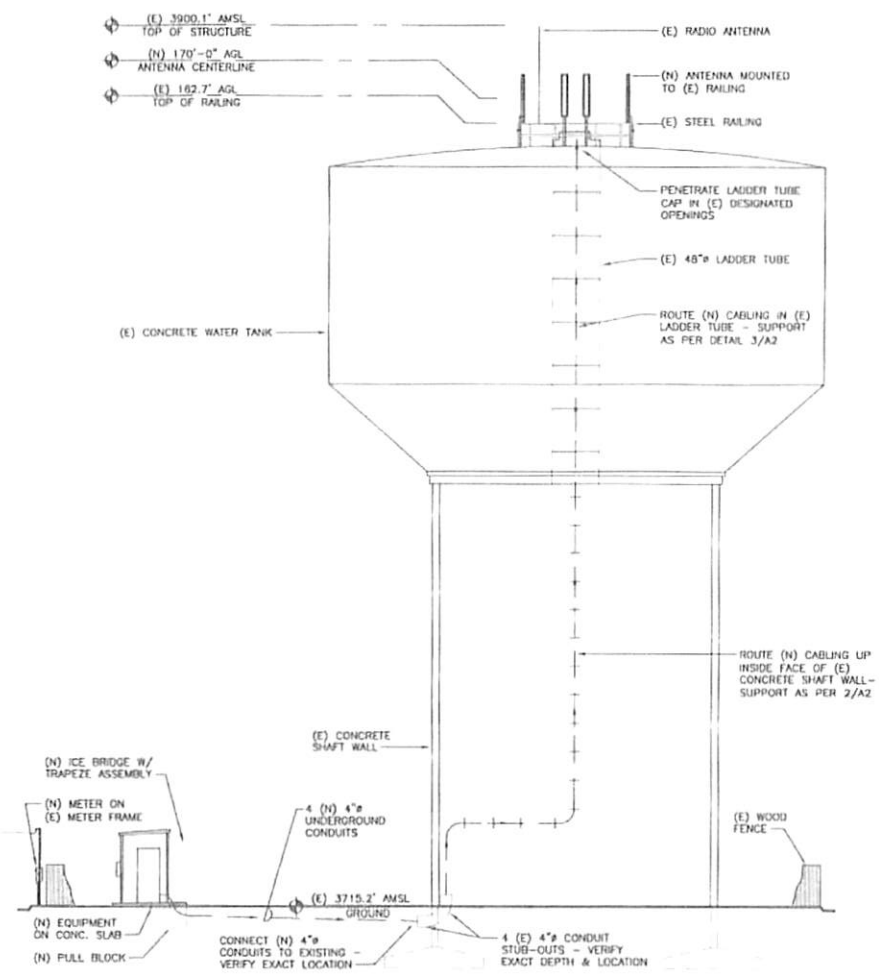
3/16" (5



| Mid Span Mounts    | Part Number                            | Description    | Weight, lb (kg) |
|--------------------|----------------------------------------|----------------|-----------------|
| App location:      | Water tower                            | Mid Span Mount |                 |
| Size:              | 30" (762 mm) inside dia.               | WT 00002-0     | 48 lb (21.8 kg) |
| Design:            | Carbon steel, single 4"x10"x1/2" mount | WT 00002-0     | 48 lb (21.8 kg) |
| Material:          | Mount is 304 stainless steel           | WT 00002-0     | 48 lb (21.8 kg) |
| Mounting site:     | High wind speed area                   | WT 00002-0     | 48 lb (21.8 kg) |
| Statistics:        | Just galvanized only                   | WT 00002-0     | 48 lb (21.8 kg) |
| Inclusions:        | Mount, no others                       | WT 00002-0     | 48 lb (21.8 kg) |
| Order Description: | File                                   | WT 00002-0     | 48 lb (21.8 kg) |

**3 EXPANDING COLLAR DETAIL**  
 SCALE: N.T.S.

(N) = NEW LESSEE  
 (E) = EXISTING  
 (F) = FUTURE



**1 SITE ELEVATION**  
 SCALE: N.T.S.



**TXAM HELIUM**  
 \*\*\*

9401 HILLSIDE ROAD  
 AMARILLO, RANDALL COUNTY, TX 79119  
 (268816)

APPROVAL SIGNATURES  
 LANDLORD

LEASING

CONSTRUCTION

02.05.16



EXP. DATE: 06/30/16

**ARCHCOMM, LLC.**  
 1006 Beckett  
 San Antonio, Texas 78213  
 (210) 308-9905  
 TDP NO. F-15659

SHEET TITLE

**SITE ELEVATION**

11.04.15 PREPARE FOR REVIEW

02.05.16 ISSUE FOR CONSTRUCTION

**A2**



LESSEE SITE NAME: TXAM-Helium

Exhibit “B”

LESSEE will install equipment on the water tower located at 9403 Hillside Rd. and within a thirty-two feet (32’) by thirty-eight feet (38’) lease area next to the water tower consistent with Exhibit “C” attached hereto.

Latitude 35-08-46.65 / Longitude 101-56-49.99.

LESSEE is authorized to install and maintain the following equipment:

- Antennas:Up to six (6) panel antennas
- Number of transmission lines:Up to six (6), not to exceed 1-5/8”  
Three (3) hybrid fiber cables
- Misc. Equipment:

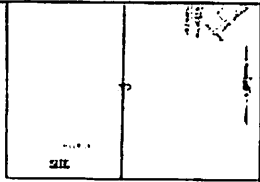
Six (6) RRHs  
Three (3) surge suppression boxes  
RET system (RET units, modems, bias-T’s, jumpers, etc.)
- Equipment Platform
- Generator

LESSEE SITE NAME: TXAM-Helium

Exhibit "C"

(See attached Survey)

**EXHIBIT C**

[illegible][illegible]

LEASE SURVEY  
VERIZON WIRELESS  
TXAM HELIUM  
SITE NO. 2013000970

[illegible]

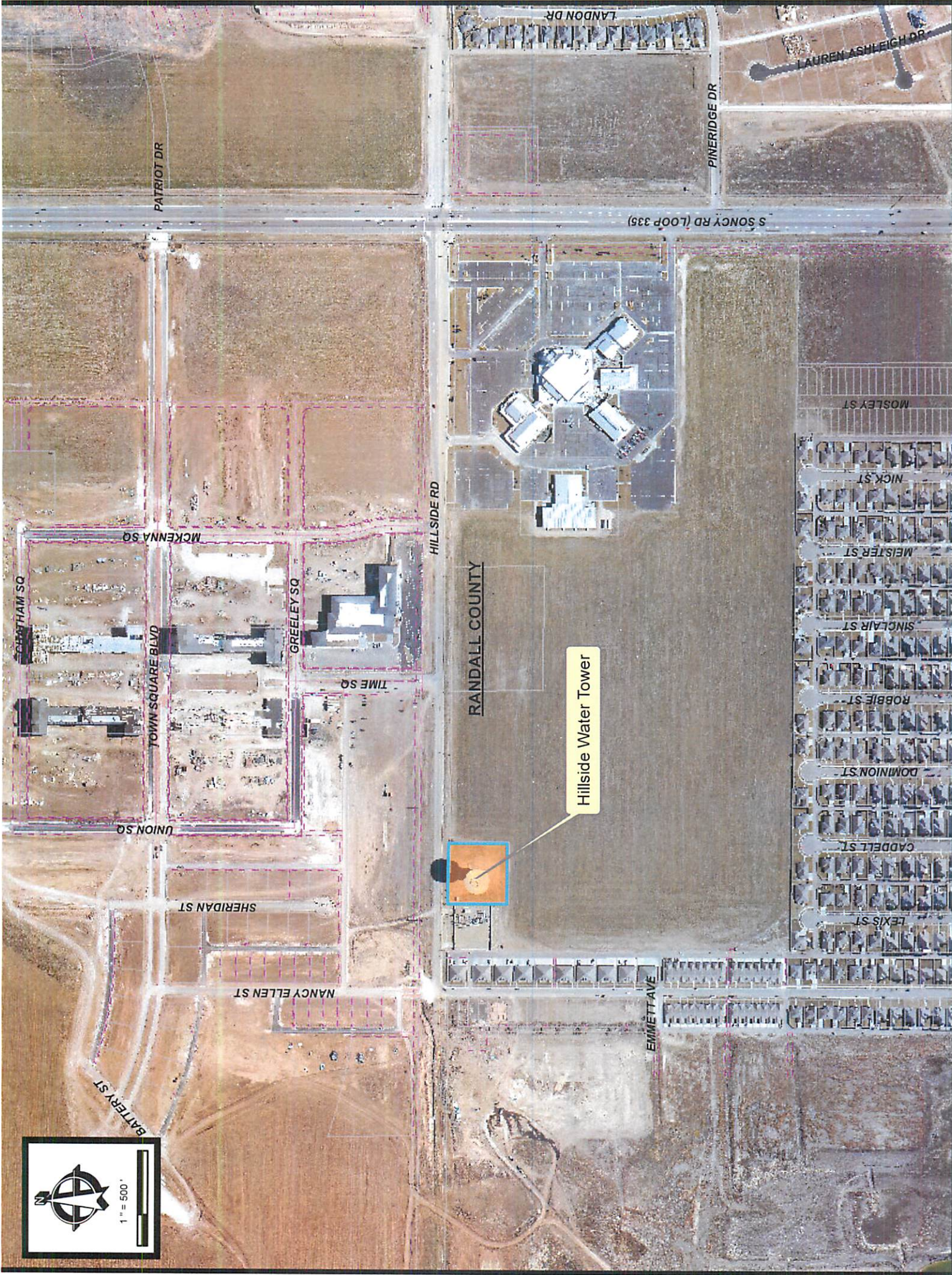
```

> save.image("fig 10")
> load.image("fig 10")
> plot(x = x, y = y)
> legend("topleft", bty = "n", col = c("red", "blue"),
+       pch = c(16, 17), lty = c(1, 2))

```







Hillside Water Tower

RANDALL COUNTY





STATE OF TEXAS §  
 COUNTIES OF POTTER §  
 AND RANDALL §  
 CITY OF AMARILLO §

On the 5<sup>th</sup> day of December 2016, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

| VOTING MEMBERS           | PRESENT | NO. MEETINGS HELD | NO. MEETINGS ATTENDED |
|--------------------------|---------|-------------------|-----------------------|
| Mike Good, Vice-Chairman | N       | 108               | 76                    |
| Dean Bedwell             | Y       | 193               | 182                   |
| Rob Parker, Chairman     | Y       | 61                | 49                    |
| Rick Thomason            | N       | 31                | 26                    |
| Bowden Jones             | Y       | 22                | 16                    |
| Dick Ford                | N       | 6                 | 5                     |
| Terry Harman             | Y       | 5                 | 5                     |

PLANNING DEPARTMENT STAFF:  
 AJ Fawver, AICP, CNU-A, Planning Director  
 Cody Balzen, Planner I  
 Jeffrey English, Planner I  
 Jan Sanders, Recording Secretary

Chairman Parker opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Chairman Parker advised Items 7 and 9 will be tabled until the next Planning and Zoning Commission meeting scheduled for December 19, 2016. Cody Balzen and Jeffrey English gave the recommendations for each item.

ITEM 1: Approval of the minutes of the November 28, 2016 meeting

A motion to approve the minutes of the November 28, 2016 meeting was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.

ITEM 2: Z-16-34 Rezoning of Lot 2, Block 112, Original Town of Amarillo Unit No. 2, in Section 188, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple-Family District 1 to Multiple-Family District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home. (0.16 Acres) (Vicinity: N.W. 2<sup>nd</sup> Ave. & N. Bryan St.)  
 APPLICANT: Manuel E. Licon Esparza

Mr. English advised the item was tabled from the previous Planning & Zoning Commission meeting to give the applicant time to present photos of the manufactured home proposed for the site. The photos of the manufactured home and a current site plan were presented for review by the Commissioners. Mr. English advised the applicant is proposing to place a 14' x 64' 1994 manufactured home at 2503 NW 2<sup>nd</sup> Ave. One of the requirements is a licensed real estate appraiser must supply an expert evaluation to address the affects of adjacent land uses and property values. The letter supplied indicates the manufactured home will not affect the values of the surrounding properties. Mr. English stated staff believes the request is appropriate and recommends approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of the request. Hector Mendoza, 4019 S. Aldridge, Health Plan Administrator for the City of Amarillo, will be interpreting for Mr. Esparza. Robert Manuel Licon Esparza, 740 N. Roberts, applicant appeared to answer any questions. Commissioner Bedwell inquired if the manufactured home had been involved in a flood. Mr. Esparza stated the manufactured home was located 10 miles out on Osage St. and to his knowledge was not involved in a flood. Commissioner Thomason inquired if Mr. Esparza plans to live in the home or lease the property. Mr. Esparza advised he plans to live in the home.

Chairman Parker asked if anyone wanted to speak against the request. Michael Hill, 2507 NE 2<sup>nd</sup> Ave, spoke against the request voicing his concerns about the lack of care to the site, also questioned whether the real estate appraiser did in fact take a look at the proposed manufactured home.

Chairman Parker advised the Planning & Zoning Commission cannot dictate paint, siding, etc., but are tasked with considering if the site is appropriate for a Type A manufactured home.

A motion to approve Z-16-34 was made by Commissioner Thomason, seconded by Commissioner Harman, and carried unanimously.

**ITEM 3:**            **Z-16-36 Rezoning of Lots 1-39 & 1-21, Blocks 16 & 17, Heritage Hills Unit No. 4, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 2 to Residential District 3. (9.36 Acres) (Vicinity: Crestline Dr. & Rockwood Dr.)**  
**APPLICANT: Daryl Furman**

Mr. Balzen stated the applicant is requesting the zoning change in order to change the setback requirements of the residential subdivision. Mr. Balzen explained Residential District 3 (R-3) requires a minimum 15' front yard setback, a 65% maximum lot coverage and a minimum 5,000 sq ft lot area, and whereas the current zoning, Residential District 2 (R-2) requires a minimum 25' front yard setback, a 45% maximum lot coverage and a minimum 6,000 sq ft lot area. Mr. Balzen stated staff believes the request is appropriate and recommends approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of said request. Dustin Davis, 5701 Town Sq Blvd, representing the developer of the property, advised the lots are platted, and the request is to change the front yard setback. Mr. Davis stated the existing deed restrictions have set the front yard setback to 20' and is the plan for any R-3 within the subdivision.

Chairman Parker asked if anyone wanted to speak against said request. No comments were made.

A motion to approve Z-16-36 was made by Commissioner Thomason, seconded by Commissioner Bedwell, and carried unanimously.

**ITEM 4:**            **Z-16-37 Rezoning of a 21.13 acre tract of land in Section 37, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. (21.13 Acres) (Vicinity: Hollywood Rd. & FM2590)**  
**APPLICANT: J.D. Davis**

Mr. English advised the proposed site is located within the Redstone Subdivision, and follows the Redstone Preliminary Plan that was approved on October 25, 2016. The 2010 Comprehensive Future Land Use and Character map shows this property as being appropriate for suburban commercial land uses. Mr. English stated staff believes the request is appropriate and recommends approval as submitted.

Commissioner Harman asked to see the map of the flood plain, and the proximity of the site to Hwy 286. Mr. English stated flood plain is shown on the preliminary plan and the applicant is present to answer any additional questions.

Chairman Parker asked if anyone wanted to speak in favor of said request. Sharon Arthur Thomason, 4808 Knoxville, Lubbock, Texas, spoke on behalf of the Redstone Subdivision developer. Ms. Thomason stated in light of the Loop 335 proposed expansions this request is to extend the commercial property along the corner. The plan is to add additional dirt to the site so to prevent any flooding issues.

A motion to approve Z-16-37 was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.



ITEM 5: Z-16-38 Rezoning of a 3.99 acre tract of land in Section 37, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. (3.99 Acres) (Vicinity: Hollywood Rd. & FM 2590)  
APPLICANT: J.D. Davis

Mr. English advised the proposed request is located to the south of the previous zoning request, Z-16-37, and is also consistent with the Redstone Preliminary Plan approved October 25, 2016. The 2010 Comprehensive Future Land Use and Character map shows this property as being appropriate for suburban commercial land uses. Mr. English stated staff believes the request is appropriate and recommends approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of said request. Sharon Arthur Thomason, 4808 Knoxville, Lubbock, spoke on behalf of the Redstone Subdivision developer. Ms. Thomason advised the request is to differentiate between commercial and residential as they move forward with their plans.

Chairman Parker asked if anyone wanted to speak against said request. No comments were made.

A motion to approve Z-16-38 was made by Commissioner Thomason, seconded by Commissioner Harman, and carried unanimously.

ITEM 6: Z-16-39 Rezoning of Lot 24, Block 39, Grandview Addition Unit No. 11, Section 139, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for placement of a carport. (0.17 Acres) (Vicinity: Browning St. & Longhorn Trl.)  
APPLICANT: Clara Flores

Mr. Balzen advised the applicant is requesting the zoning change in order to allow an existing carport to remain within the front-yard setback. The applicant informed staff she had been led to believe the company installing the carport was applying for and obtaining the necessary permits. Mr. Balzen showed slides of three approved existing carports along Browning St. Mr. Balzen stated staff believes the request is appropriate and recommends approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of, or against said request. No comments were made.

A motion to approve Z-16-39 was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.

ITEM 7: Discussion and possible action regarding North Heights Neighborhood Plan.

Chairman Parker advised this item has been tabled until the December 19, 2016 Planning and Zoning Commission meeting.

ITEM 8: Public Forum: Time is reserved for any citizen to comment on City zoning or planning concerns; however, the Commission can take no action on any issue raised.

No comments were made.

ITEM 9: Planning Director's Report.

Chairman Parker advised this item has been tabled until the December 19, 2016 Planning and Zoning Commission meeting.

ITEM 10: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 3:45 P.M.



AJ Fawver, AICP, CNU-A  
Planning & Zoning Commission



## BOARDS AND COMMISSIONS – VACANCIES

### Amarillo Economic Development Corporation (3-year terms)

12/21/2010    Ginger Nelson                      03/31/2018 (resigned)

### Amarillo Hospital District (2-year terms)

|            |              |            |
|------------|--------------|------------|
| 10/09/2012 | Smith Ellis  | 10/01/2016 |
| 10/09/2012 | Mark Logsdon | 10/01/2016 |
| 11/23/2010 | Chuck Speed  | 10/01/2016 |

### Amarillo MPO Policy Committee (3-year terms)

11/04/2015    Terry Childers                      01/01/2017

### Amarillo-Potter Events Venue District (2-year terms)

|            |            |            |
|------------|------------|------------|
| 10/01/2001 | Tom Bivins | 10/01/2016 |
| 10/01/2004 | Dean Roper | 10/01/2016 |

### Animal Management & Welfare (3-year terms)

01/05/2016    Andrea Slater Gulley                      01/06/2019 (resigned)

### Board of Review – Landmarks & Historic District (3-year terms)

06/11/2014    Linda Pitner                              05/21/2017 (resigned)

### Community Development Advisory Committee (2-year terms)

|            |                  |                 |
|------------|------------------|-----------------|
| 05/12/2015 | Gilbert Guzman   | 12/31/2016 (NW) |
| 02/01/2005 | Glenda Grisham   | 12/31/2016 (NW) |
| 02/13/2007 | Rita Saldierna   | 12/31/2016 (NE) |
| 12/20/2011 | Sabrina Sisneros | 12/31/2016 (SE) |
| 10/16/2012 | Lo Van Pham      | 12/31/2016 (SW) |

### Construction Advisory and Appeals Board (3-year terms)

|            |                   |                           |
|------------|-------------------|---------------------------|
| 10/22/2013 | Jeff Bryant       | 12/31/2016 (Contractor)   |
| 02/10/2015 | Richard Castancio | 12/31/2016 (Construction) |
| 11/01/2011 | Frank Wilburn     | 12/31/2016 (Plumbing)     |

### Emergency Care Advisory Board (3-year terms)

|            |                  |                       |
|------------|------------------|-----------------------|
| 10/01/2013 | Stephen Neuman   | 04/21/2018 (resigned) |
| 04/21/2010 | Brian Eades      | 04/21/2019 (resigned) |
| 05/05/2015 | Rahman Rakshanda | 04/21/2016            |

### Library Advisory Board (3-year terms)

09/07/2010    Maury Roman-Jordan                      07/19/2016

### Quail Creek Public Improvement District Advisory Board (3-year terms)

07/31/2010    Kris Culp                                      09/01/2016

### 21<sup>st</sup> Century Senior Services Development Advisory Board

12/13/2016