# AGENDA

## FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, SEPTEMBER 14, 2021 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

**INVOCATION**: Brian Everett

**PROCLAMATIONS**: National Clean-Up Day (Donny Hooper)
Voter Registration Month (Sonja Letson)

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

## AGENDA

1. **City Council will discuss or receive reports on the following current matters or projects:**
   A. Review agenda items for regular meeting and attachments;
   B. Update on Parks Master Plan;
   C. Discuss Board and Commissions Appointment Process;
   D. Discuss Current and Alternative Locations Considered/to be Considered for City Hall; and
   E. Request future agenda items and reports from City Manager.

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

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

   A. **CONSIDER APPROVAL – MINUTES**
      Approval of the City Council minutes for the regular meeting held on August 24, 2021.

   B. **CONSIDERATION FOR ACCEPTANCE – TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT – STEP CMV**:
      (Contact: Wes Hill, Police Sergeant; Kenneth Funtek, Assistant Police Chief)
      Grant Amount: $49,952.00
      Match Amount: $13,042.34
      Total Awarded: $62,994.34
      Grantor: Texas Department of Transportation

This item accepts the Fiscal Year 2021 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats) distracted driving and Driving While Intoxicated (DWI) offenses.

C. **CONSIDERATION FOR ACCEPTANCE – TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT – COMPREHENSIVE GRANT**:
(Contact: Wes Hill, Police Sergeant; Kenneth Funtek, Assistant Police Chief)
Grant Amount: $157,975.00
Match Amount: $ 41,348.67
Total Awarded: $199,323.67
Grantor: Texas Department of Transportation

This item accepts the Fiscal Year 2021 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats) distracted driving and Driving While Intoxicated (DWI) offenses.

D. **CONSIDERATION FOR APPROVAL – SALE OF CITY OWNED PROPERTY TO XCEL ENERGY**:
(Contact: Chris Ray, Resource Administrator)

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of the 2.3-acre tract of land on the corner of Echo Street and Lindberg Avenue in northeast Amarillo. The sales price for this property is $24,000.

E. **CONSIDERATION OF RESOLUTION NO. 09-14-21-1**:
(Contact: Laura Storrs, Assistant City Manager)

This resolution approves the 2021/2022 Budget for the Amarillo-Potter Events Venue District. This budget is funded through a 5% car rental tax and a 2% hotel occupancy tax. The Amarillo-Potter Events Venue District operates and maintains voter approved entertainment venues within the City. This budget is recommended for approval by the Amarillo Potter Events Venue District Board.

F. **CONSIDERATION OF RESOLUTION NO. 09-14-21-2**:
(Contact: Andrew Freeman, Assistant City Manager)

This resolution approves the 2021/2022 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors.

G. **CONSIDERATION OF RESOLUTION NO. 09-14-21-3**:
(Contact: Andrew Freeman, Assistant City Manager)

This resolution approves the 2021/2022 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ). This budget is recommended for approval by the TIRZ #2 Board of Directors.

H. **CONSIDERATION OF RESOLUTION NO. 09-14-21-4**:
(Contact: Kashion Smith, Executive Director)

This resolution approves the 2021/2022 Budget for the Convention and Visitor Bureau which is funded through a tax levied upon hotel occupancy.

I. **CONSIDER AWARD – LEASE/PURCHASE OF LANDFILL MOTORGRADER**
(Contact: Donny Hooper, Director of Public Works)
Awarded using Buy Board Contract #517-19 to:
Warren CAT/Caterpillar Financial $6,273.50 per month
Total award based on 60-month lease: $376,410
Purchase Option at end of lease: $122,640.00, total obligation if option used $499,050

This item awards the scheduled replacement of unit 7624, 2013 Volvo Landfill Motorgrader. New equipment will be leased for a sixty (60) month period with full service factory recommended service and all repairs under normal usage, including full machine 5yr - 10,000 hour warranty. Lease does not include fuel. Equipment will be used at City of Amarillo Landfill for daily operational requirements under TCEQ permits

J. **CONSIDER AWARD – LEASE/PURCHASE OF LANDFILL D6 DOZER**:
(Contact: Donny Hooper, Director of Public Works)
Awarded using Buy Board Contract #517-19 to:
Warren CAT/Caterpillar Financial $9,303.63 per month
Total award based on 60-month lease: $558,217.80
Purchase Option at end of Lease $145,320.00, total obligation if option used $703,537.80

This item awards the scheduled replacement of unit 7613, 2011 Caterpillar D6 Dozer. New equipment will be leased for a sixty (60) month period with full service factory recommended service and all repairs under normal usage, including full machine 5yr - 10,000 hour warranty. Lease does not include fuel. Equipment will be used at City of Amarillo Landfill for daily operational requirements under TCEQ permits

K. **CONSIDER AWARD – BID NO. 7066 STREET DIVISION ROCK SALT ANNUAL CONTRACT**:
(Contact: Donny Hooper, Director of Public Works)
Award: Salt Pointe, LLC – Amount not to exceed $92,500

This item is to consider award of a contract for the purchase of up to 1,000 tons of rock salt, used by the Street Division for de-icing arterial streets and intersections during the fall and winter seasons.

L. **CONSIDER AWARD – FLEET PARTS AND SUPPLIES MANAGEMENT CONTRACT**:
(Contact: Donny Hooper, Director of Public Works)
Award: Catlett Automotive/NAPA IBS – Amount not to exceed $1,800,000 annually

This item is to award a Requested Parts and Supply Management contract to provide Fleet Services Division with in-house parts management, maintaining sufficient parts on hand to manage 1,150 fleet vehicles ranging from Police, Refuse, Construction, Landfill, Street, Water, Traffic, and multiple support and service vehicles.

M. **CONSIDER AWARD – BID NO. 7069/PROJECT NO. 523200 TO INSTALL FORCE MAIN AND CASING NEAR LIFT STATION 19**:
(Contact: Matt Thomas, City Engineer)
Award: Amarillo Utility Contractors, Inc. - $338,160

This item is to consider the award of a construction contract for the abandonment of an existing sanitary sewer line and installation of a new sanitary sewer line, with a force main and steel casing, underneath Burlington Northern Santa Fe railroad tracks.

N. **CONSIDER AWARD – BID NO. 7074/PROJECT NO. 530014 – FY 2017-2021 COMMUNITY INVESTMENT PROGRAM: AERATION BASINS AT RIVER ROAD WATER RECLAMATION FACILITY**:
(Contact: Matt Thomas, City Engineer)
Award: Stolz Mechanical Contractors LLC - $1,875,000

This item is to award a project that includes upgrades and improvements to the aeration basins at the River Road Water Reclamation Facility, which include new diffusers, thermal mass flow meters, dissolved oxygen probes, and butterfly valves.

O. **CONSIDER AWARD – ROOF REPAIR AND REPLACEMENT FOR CITY OF AMARILLO SERVICE CENTER NORTH BUILDING**:
(Contact: Jerry Danforth, Facilities Director)
Award: Red Oak Roofing DBA Top Notch Foam - $674,000

This item awards the roof repair and replacement for the City of Amarillo Service Center North Building located at 2100 N. Spruce Amarillo, Texas

P. **CONSIDER AWARD – INFORMATION TECHNOLOGY SECURITY MAINTENANCE SUBSCRIPTION**:
(Contact: Missy Tucker, Assistant Director of Information Technology)
Award: Dell Technologies - $224,853.10

This item awards renewal of the annual vendor-provided support and maintenance for security systems utilized by the city.

Q. **CONSIDER AWARD – ANNUAL OFFICE SUPPLIES CONTRACT**:
(Contact: Trent Davis, Purchasing Agent)
Awarded off the TexBuy Purchasing Cooperative RFO #018-001 to:
Officewise/Navajo Office Products – Not to exceed $275,000

This item is the award of an annual contract for office supplies to be used by various city departments in their daily office duties.

R. **CONSIDER APPROVAL – DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION OTHER TRANSACTION AGREEMENT (OTA) NO. 70T04021T7672N025**
(Contact: Mike Conner, Director of Aviation)
Transportation Security Administration - $1,174,877.15

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

S. **CONSIDER APPROVAL – EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 DEVELOPER AGREEMENT FOR JAMAL ENTERPRISES, LP**:
(Contact: Emily Koller, Economic Development and Neighborhood Revitalization Manager)

This item approves a Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Jamal Enterprises, LP Toot'n Totum Convenience Store project to be located at 1701 S. Eastern. The agreement is for a 50% annual property tax rebate for ten years. The rebate is contingent upon receiving a certificate of occupancy by August 2022.

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

Consideration of an Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Bruckner Subdivision Unit No. 2, an addition to the City of Amarillo, being a replat of Bruckner Subdivision Unit No. 1 and an unplatted tract of land in Section 93, Block 2, A.B.&M. Survey, Potter County, Texas.

U. **CONSIDER AWARD – FURNITURE FOR CITY PUBLIC HEALTH BUILDING AT 850 MARTIN RD**:
(Contact: Casie Stoughton, Director of Public Health)
Award: Navajo Office Products - $236,991.03

This item is to award the purchase of office furnishings for City of Amarillo Public Health building located at 850 Martin Rd.

3. **NON-CONSENT ITEM:**

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

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

- The City will provide $115,000 for administrative operations.
- The City will provide $70,000 as matching funds for a Center City facade grant program up to $20,000 to a business for exterior building improvements.
- The Tax Increment Reinvestment Zone #1 will provide $150,000 for matching grants up to $50,000 for streetscape improvements in the City's right of way.

B. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7927**
(Contact: Andrew Freeman, Assistant City Manager)

This is a public hearing and first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 14 for commercial and industrial tax abatement. The zone is approximately 7.29 acres in the vicinity of Wallace Blvd and Gentry Drive.

C. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7928**
(Contact: Brady Kendrick, Planner II)

This is a public hearing and first reading to consider the vacation of a 24,000 square foot portion of Public Right-of-way (SW 14th Avenue), lying between Blocks 182 and 197, Plemons Addition, in Section 170, Block 2, A.B.&M. Survey, Potter County, Texas. (Applicant: Chris Sharp for Amarillo Junior College, Vicinity SW 14th Avenue & South Tyler Street)

D. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7929**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, which must be approved on an annual basis. The Town Square PID Advisory Board met June 15, 2021, to review the proposed FY 2021/22 budget and service plan.

The Town Square PID budget projects total maintenance and operation expenses for FY 2021/22 to be $89,494. The Board recommends property owner assessment rates remain at $0.1111 per square foot. This will result in assessments totaling $166,164. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached is the Town Square Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

E. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7930**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, which must be approved on an annual basis. The Point West PID Advisory Board met on June 2, 2021, to review the proposed FY 2021/22 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2021/22 to be $53,208. The Board believes that last year's assessment rate is adequate and recommends no assessment increase for the 2021/22 budget and service plan. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals $52,000.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached is the Point West Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

F. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7931**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, which must be approved on an annual basis. The Vineyards PID Advisory Board met June 3, 2021, to review the proposed FY 2021/22 budget and service plan. The Vineyards PID budget projects total maintenance and operation expenses for FY 2021/22 to be $10,389. The Board recommends keeping property owner assessment rates at $50 per lot. This will result in assessments totaling $10,450. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached is the Vineyards Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

G. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7932**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, which must be approved on an annual basis. The Quail Creek PID Advisory Board met May 25, 2021, to review the proposed FY 2021/22 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2021/22 to be $10,856. The Board recommends keeping property owner assessment rates at $350 per lot. This

will result in assessments totaling $10,150. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached is the Quail Creek Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

H. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7933**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, which must be approved on an annual basis. The Tutbury PID Advisory Board met May 18, 2021, to review the proposed FY 2021/22 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2021/22 to be $20,543. The Board recommends keeping property owner assessment rates at $679 per lot. This will result in assessments totaling $16,296. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

I. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7934**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, which must be approved on an annual basis. The Colonies PID Advisory Board met June 24, 2021 to review the proposed FY 2021/22 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2021/22 to be $1,096,531 The Board recommended unanimously to maintaining the property owner assessment rates at $0.10 per square foot. This will result in assessments totaling $1,029,895. This decision was made in order to continue to cover all operating costs as well as an additional $460,063 annual debt service payment.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached is the Colonies Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

J. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7935**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, which must be approved on an annual basis. The Greenways PID Advisory Board met June 16, 2021, to review the proposed FY 2021/22 budget and service plan. The Greenways PID budget projects total maintenance, operation, and debt service expenses for FY 2021/22 to be $761,074. The Board recommends maintaining property owner assessment rates at $750 for type A lots, $625 for type B lots,

$900 for type D lots, and $1,875 per acre for commercial property. This will result in assessments totaling $671,219. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached is the Greenways Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

K. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7936**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Pinnacle Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, which must be approved on an annual basis. The Pinnacle PID Advisory Board met May 21, 2021, to review the proposed FY 2021/22 budget and service plan. The Pinnacle PID budget projects total maintenance and operation expenses for FY 2021/22 to be $54,800. The Board recommends maintaining property owner assessment rates of $0.07 per square foot. This will result in assessments totaling $85,823. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Pinnacle PID. Attached is the Pinnacle Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

L. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7937**
(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is a public hearing and first reading to consider an assessment against each parcel of property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Heritage Hills PID Advisory Board met June 16, 2021, to review the proposed FY 2021/22 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2021/22 to be $140,247. The Board recommends maintaining property owner assessment rates of $0.08 per square foot. This will result in assessments totaling $427,364. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached is the Heritage Hills Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations, or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 10th day of September 2021.

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

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STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 24th of August, 2021, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chambers located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

| | |
|---|---|
| JARED MILLER | CITY MANAGER |
| FLOYD HARTMAN | ASSISTANT CITY MANAGER |
| LAURA STORRS | ASSISTANT CITY MANAGER |
| ANDREW FREEMAN | ASSISTANT CITY MANAGER |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| JENIFER RAMIREZ | ASSISTANT TO CITY MANAGER |
| STEPHANIE COGGINS | CITY SECRETARY |

The Invocation was given by Parker Bowen.
The National Anthem was sung by Kathryn Bowen
Mayor Nelson led the Pledge of Allegiance.

Proclamation: Older Americans Month was presented by Freda Powell

**PUBLIC ADDRESS:**

Gina Cravey, Amarillo, Texas, spoke on Item 1B. Annie Russell, Amarillo, Texas, spoke on Item 1B. Ryan Brightbill, 1924 Cedar Street, Amarillo, Texas, spoke on Item 3D. Jesse Pfrimmer III, 5723 S. Milam Street, Amarillo, Texas, spoke on Item 1B. London Kolp, 6205 Calumet, Amarillo, Texas, spoke on Item 1B. Larry Hulsey, 9915 Myatt Drive, Amarillo, Texas, spoke on Item 1B. Barbara Cromer, 7306 Jameson Drive, Amarillo, Texas, spoke on Item 1B. Michael Ford, Amarillo, Texas, spoke on Item 1B. Arvell Williams, 1313 N.E. 3rd Avenue, Amarillo, Texas, spoke on Item 3A. Alan Abraham, 7205 S.W. 35th Avenue, Amarillo, Texas, spoke on Item 3A. James Schenck, 6216 Gainsborough Road, Amarillo, Texas, spoke on Items 1D and 3D. Rupert C. Brashears, 2422 Poplar, Amarillo, Texas, spoke on Item 3A. Mildred Darton, 2005 N.W. 14th Avenue, Amarillo, Texas, spoke on Item 3A. Signed up to speak but not in attendance was Craig Gualtiere.

Jared Miller announced the promotion of Andrew Freeman to Assistant City Manager and the promotion of Rich Gagnon to Managing Director of Information Technology.

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

**ITEM 1: City council discussed or received reports on the following current matters or projects:**

A. Review agenda items for regular meeting and attachments;
B. Coronavirus Update;
C. Public Safety Report;
D. Receive Quarterly Budget update and Sales Tax Update;
E. Customer Service Pillar Update;

F. Polk Streetscape Update;
G. Reports on Boards and Commissions that City Councilmembers serve on;
    a. Environmental Task Force
    b. Local Government Corporation; and
H. Request future agenda items and reports from City Manager.

**ITEM 2. CONSENT ITEMS:**
Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Mayor Pro Tem Powell to approve the consent agenda, seconded by Councilmember Sauer:

A. **CONSIDER APPROVAL – MINUTES**

1. Approval of the City Council minutes for the regular meeting held on August 10, 2021.

2. Approval of the City Council minutes for the special meeting held on August 13, 2021.

B. **APPROVAL AND ADOPTION - CITY OF AMARILLO GOVERNANCE AND ENDS POLICIES AS REVIEWED IN PREVIOUS MEETING**
(Contact: Jared Miller, City Manager)

This item approves and adopts the City of Amarillo Governance and Ends policies as reviewed in the meetings held on June 22, July 27, and August 10, 2021.

C. **CONSIDER APPROVAL OF RESOLUTION GRANTING THE CITY MANAGER THE AUTHORITY TO SIGN THE GRANT OFFER # 3-48-007-050-021 FROM THE FEDERAL AVIATION ADIMINISTRATION FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT IN THE AMOUNT OF $4,356.675**
(Contact: Michael W. Conner: Director of Aviation)

This item approves the resolution granting the City Manager the authority to sign the referenced grant offer from the FAA, which is part of the American Rescue Plan Act (ARPA) for the Rick Husband Amarillo International Airport.

D. **CONSIDER AWARD OF THE PURCHASE AND REPLACEMENT OF THREE (3) GROUND POWER UNITS (GPU'S) USED TO POWER AIRCRAFT PARKED AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT'S PASSENGER BOARDING BRIDGES TO JBT AEROTECH COMPANY**
**BID AMOUNT: $ 133,764.00**
**TO BE AWARDED TO JBT AEROTECH COMPANY**
(Contact: Michael W. Conner: Director of Aviation)

This item includes the purchase and replacement of three (3) 400Hz/28VDC GPU's to power aircraft parked at the passenger boarding bridges.

E. **CONSIDER APPROVAL OF FAA AIP GRANT NO. 3-48-0007-049-2021, WITH THE FEDERAL AVIATION ADMINSTRATION FOR 100% FUNDING FOR THE COMPLETION OF THE TAXIWAY JULIET AND TAXIWAY PAPA 4 RECONSTRUCTION PROJECT, REHABILITATION OF THE SNOW REMOVAL EQUIPMENT BUILDING, AND THE UPDATE OF THE PAVEMENT CONDITION INDEX AND PAVEMENT MANAGEMENT PLAN AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT**
**THE TOTAL AMOUNT OF THE GRANT IS $2,939,708**
(Contact: Michael W. Conner: Director of Aviation)

This item approves the offer of FAA AIP Grant No. 3-48-0007-049-2021 and grants the City Manager the authority to execute on behalf of the City of

Amarillo and Rick Husband Amarillo International Airport.

F. **CONSIDER AWARD OF THE PURCHASE AND REPLACEMENT OF THREE (3) GROUND POWER UNITS (GPU'S) USED TO POWER AIRCRAFT PARKED AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT'S PASSENGER BOARDING BRIDGES TO JBT AEROTECH COMPANY.**
**BID AMOUNT: $133,764.00**
(Contact: Michael W. Conner: Director of Aviation)

This item includes the purchase and replacement of three (3) 400Hz/28VDC GPU's used to power aircraft parked at the passenger boarding bridges.

G. **CONSIDER APPROVAL OF ADDENDUM NO. 2 – CENTER CITY TAX INCREMENT REINVESTMENT ZONE #1 DEVELOPER AGREEMENT FOR CHASE TOWER, LLC**
(Contact: Andrew Freeman, Assistant City Manager)

This item approves a second addendum to the Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the FirstBank Southwest Tower building located at 600 S. Tyler to encourage the conversion of two floors of existing office space to residential housing units.

H. **CONSIDER AWARD - DEKKER PERICH SABATINI CONTRACT FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE TRI-STATE FAIRGROUNDS MASTER PLAN**
(Contact: Andrew Freeman, Assistant City Manager)

This contract is for professional consulting services related to creating a master plan for the Tri-State Fairgrounds and adjoining neighborhoods in East Amarillo. The plan is a partnership among the five organizations involved in the ownership, management and programming of the area including the City of Amarillo, Potter County, Amarillo Independent School District (AISD), the Amarillo-Potter Events Venue District, and the Tri-State Exposition.

This Process is estimated to take between 8-12 months to complete and it will be guided by an advisory committee comprised of representatives from the five organizations. The City's Planning and Development Services Department will oversee the contract and coordinate with DPS.

The contract amount is $198,000. The plan will be funded by equal contributions from Potter County, AISD, the Venue District and the City secured through interlocal agreements. Work will not commence with the consultant until all entities have contributed their portion.

I. **CONSIDER RESOLUTION AUTHORIZING THE AMARILLO POLICE DEPARTMENT TO APPLY FOR THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND AUTHORIZING AN INTERLOCAL AGREEMENT TO SHARE GRANT FUNDS WITH POTTER COUNTY**
(Contact: Chief Martin Birkenfeld / Captain Joe Loftus)

The Amarillo Police Department is expected to receive $59,880 from this grant. The Department will use the funds to purchase tasers and related accessories (holsters, batteries, cartridges, etc.). The grant is renewed each year and is shared with Potter County.

J. **CONSIDER APPROVAL – ANNUAL CONTRACT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF AMARILLO AND PANHANDLE INDEPENDENT LIVING CENTER**
(Contact: Marita Wellage-Reiley, Transit Director)

This item is the consideration of a Contract for Transportation Services between the City of Amarillo and Panhandle Independent Living Center (PILC) to provide Amarillo City Transit (ACT)-Connect service to PILC clients.

K. **CONSIDER AWARD – PURCHASE OF SUPPORT VEHICLES**
(Contact: Marita Wellage-Reiley, Transit Director)
Caldwell County Ford DBA Rockdale County Ford

This item is for the purchase of two support vehicles and a maintenance service truck in the amount of $121,340.00.

L. **CONSIDER RESOLUTION – AUTHORIZING THE AMARILLO HOSPITAL DISTRICT 2021/2022 FISCAL YEAR BUDGET**
(Contact: Laura Storrs, Assistant City Manager)

This resolution approves the 2021/2022 fiscal year budget and associated Program of services for the Amarillo Hospital District (AHD). This budget is recommended for approval by the AHD Board of Managers.

M. **CONSIDER REFUGEE HEALTH GRANT**
(Contact: Casie Stoughton, Director of Public Health)
Grant Amount: up to $573,688.67
Grantor: U.S. Committee for Refugees and Immigrants

This item accepts the award from the USCRI from October 1, 2021, thru September 30, 2022 to continue health screening services for refugees resettled in Potter/Randall county.

N. **CONSIDER ANNUAL PAINTING SERVICE CONTRACT FOR MISCELLANEOUS JOBS ON CITY BUILDINGS TO JACK C. THOMAS & SON INC. FOR A MAXIMUM OF $80.000 WITH HOURLY RATE OF $36.00**
(Contact: Jerry Danforth, Director Project Management)

O. **CONSIDER AWARD MEDICAL SUPPLIES ANNUAL CONTACT TO MINNESOTA MULTISTATE CONTRACTING ALLIANCE (MMCAP) TOTAL ABOUNT NOT TO EXCEED $158,000.00**
(Contact: Trent Davis, Purchasing Agent)

This award is to approve an Annual Contract for the purchase of medical supplies.

P. **CONSIDER AWARDING ADVERTISING ANNUAL CONTRACT – RFP 21-21 TO AMARILLO GLOBE NEWS AND MORRIS COMMUNICATIONS IN THE AMOUNT NOT TO EXCEED $69,314.69**
(Contact: Trent Davis, Purchasing Agent)
Award of Advertising Annual Contract – RFP-21-21 to Amarillo Globe News & Morris Communication for advertising requirements for various departments.

Q. **CONSIDER AWARD TO HOME DEPOT IN AN AMOUNT NOT TO EXCEED $68,500.00**
**CONSTRUCTION MATERIALS ANNUAL CONTRACT AWARDED TO HOME DEPOT THROUGH OMNIA PARTNERS CONTRACT #16154**
(Contact: Trent Davis, Purchasing Agent)

This award is to approve a contract for the purchase of Construction Materials.

R. **CONSIDER AWARD - OFFICE FURNITURE ANNUAL CONTRACT**
(Contact: Trent Davis, Purchasing Agent)
Recommended award to Navajo Office Products in an estimated minimum

list price amount of $1,000,000.00.

This annual contract is awarded on the Cooperative Purchasing network Omnia, Blanket Purchase Agreement #R191804. Navajo Office Products is a HUB vendor.

S. **CONSIDER AWARD – MICROSOFT SOFTWARE LICENSING SOFTWAREONE, INC. - $2,182,215.24 THROUGH DIR CONTRACT # DIR-TSO-4061**

(Contact: Rich Gagnon, Director Information Technology)

This item represents a 3-year agreement which provides for the renewal of Microsoft license entitlements and software assurance benefits for software already in use. New to the agreement is the renewal of SQL Server Enterprise licensing which was added in 2019 as a requirement of the CAD upgrade, as well as other systems in use by Police and AECC. Also new to the agreement is Microsoft 365 E3, which represents additional capabilities not provided under the previous agreement such as the use of Microsoft Teams for remote collaboration. Related, add-on licensing is included which will be used to modernize the City phone system using Microsoft Teams.

T. **CONSIDER AWARD – BID NO. 7018, COLONIES PUBLIC IMPROVEMENT DISTRICT LANDSCAPE MAINTENANCE CONTRACT: AMARILLO INTEGRATED – BASE BID NOT TO EXCEED $276,916 FOR A TOTAL OF 40 MONTHS**

(Contact: Kelley Shaw, Development Services)

This item is to consider award of the Colonies Public Improvement District (PID) landscape maintenance contract for the maintenance of improvements within the Colonies PID. Improvements include park areas, entryway features, irrigation, trees and specialty lighting. All improvements are constructed to applicable City standards. The contract is for 40 months with options for two one-year renewals if all parties agree.

U. **CONSIDER AWARD – BID 7067/JOB 462048 – RECONSTRUCTION OF WESTERN STREET, WALLACE BLVD, HAGY BLVD, AND PORT LN, COMMUNTY INVESTMENT PROGRAM, PROPOSISITON 1**

(Contact: Matthew Thomas, Capital Projects & Development Engineering)

This item is to consider award of the construction contract for the reconstruction project to: J. Lee Milligan, Inc. in the amount of $10,417,305.95.

V. **CONSIDER AWARD OF BERRYDUNN, IN AN AMOUNT NOT TO EXCEED $250,000 OVER A THREE-YEAR PERIOD, FOR CONSULTING SERVICES FOR A NEEDS ASSESSMENT AND SYSTEM SELECTION OF A FINANCIAL/ERP SOFTWARE SYSTEM (ENTERPRISE RESOURCE PLANNING SYSTEM) FOR CITY FINANCIAL APPLICATIONS AND OTHER RELATED SYSTEMS. AWARD IS THROUGH THE BERRYDUNN DIR CONTRACT ON THE TEXAS DIR SITE – DIR CONTRACT NO. DIR-TSO-3956**

(Contact: Debbie Reid, Director of Finance)

Award of consulting services for a needs assessment and system selection of a Financial/ERP software system for City financial applications and other related systems.

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

**ITEM 3: NON-CONSENT ITEMS:**

**ITEM 3A:** Mayor Nelson presented the first reading on an Ordinance rezoning 432.90 acres of land in sections 168 and 189, Block 2, A.B.&M. Survey, Potter County, Texas. This Ordinance is to rezone several areas located in the North Heights Neighborhood Plan Area (north half).

ORDINANCE 7926
FIRST READING TO CONSIDER AN ORDINANCE REZONING 432.90 ACRES OF LAND IN SECTIONS 168 and 189, BLOCK 2, A.B.&M. SURVEY, POTTER COUNTY, TEXAS

Motion was made to adopt the Ordinance with changes presented for the alternative recommendation for 602.85 acres by Mayor Pro Tem Powell, seconded by Councilmember Sauer.
Voting AYE were Mayor Nelson, Councilmember Sauer, and Mayor Pro Tem Powell; voting NO were Councilmembers Smith and Stanley; the motion carried by a 3-2 vote of the Council.

**ITEM 3B.** Mayor Nelson presented a resolution adopting guidelines and criteria for tax abatement within reinvestment zones for the City of Amarillo. Mayor Nelson opened a public hearing. Mayor Nelson closed the public hearing with no comments provided.

RESOLUTION NO. 08-24-21-1
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: ADOPTING GUIDELINES AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES FOR THE CITY OF AMARILLO; PROVIDE A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE

Motion was made to adopt Resolution 08-24-21-1 by Mayor Pro Tem Powell, seconded by Councilmember Smith. The motion carried by a 5-0 vote.

**ITEM 3C.** Item was withdrawn from the agenda.

**ITEM 3D.** Mayor Nelson presented the item to repeal Resolution 06-08-21-1 which would withdraw authorization to issue certificates of obligation.

RESOLUTION NO. 6-8-21-1
A RESOLUTION OF THE AMARILLO CITY COUNCIL, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

Motion was made to repeal Resolution 06-08-21-1 by Mayor Pro Tem Powell, seconded by Councilmember Smith.

The motion carried by a 4-1 vote of the Council.

Mayor Nelson adjourned at 4:20 p.m.

ATTEST:

Stephanie Coggins,
City Secretary

Ginger Nelson, Mayor

B

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Pillar** | Public Safety |
| **Department** | Amarillo Police Department | | |
| **Contact** | Sgt. Wes Hill | | |

**Agenda Caption**

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP CMV
Grantor: Texas Department of Transportation

Grant Amount: $49,952.00
Match Amount: $13,042.34
Total Awarded: $62,994.34

This item accepts the Fiscal Year 2021 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats) distracted driving and Driving While Intoxicated (DWI) offenses.

**Agenda Item Summary**

This grant provides the Amarillo Police Department grant dollars to fund overtime associated with patrol and enforce of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

**Requested Action**

Council consideration and approval of the grant agreement.

**Funding Summary**

N/A.

**Community Engagement Summary**

N/A.

**Staff Recommendation**

Staff recommendation is to approve the grant agreement.

# AMARILLO POLICE DEPARTMENT

## INTER-DEPARTMENT OFFICE COMMUNICATION

| | |
|---|---|
| **To: Jared Miller, City manager** | **Date: 8/26/2021** |
| **From: Sgt. W. Hill, Police Department** | **Subject: STEP CMV** |
| **Description** | **This is a grant from the Texas Department of Transportation that funds police officers Overtime to patrol and enforce speeding, seatbelt, child restraint, and DWI violations.** |
| **Department** | **Police** |
| **Recommendation** | **This is a yearlong grant offered to the Police Department that is 80% paid by the Texas Department of Transportation. 20% matching Funds from the City of Amarillo are required.** |
| **History** | **The Police Department has had this grant numerous years.** |
| **Funds** | **$62,994.34 has been awarded. Salary amount eligible for reimbursement by the Department: $49,952.00 Match amount provided by the sub-grantee: $13,042.34<br>This grant runs from 10/1/2021 and ends 9/30/2022.** |



**Signature**

APD-168

# Texas Traffic Safety eGrants

# Fiscal Year 2022

**Organization Name:** City of Amarillo Police Department

**Legal Name:** City of Amarillo

**Payee Identification Number:** 17560004446004

**Project Title:** STEP CMV

**ID:** 2022-AmarilloPD-S-CMV-00017

**Period:** 10/01/2021 to 09/30/2022

## Texas Department Of Transportation - Traffic Safety
## Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

**Name Of Organization:** City of Amarillo

**Project Title:** STEP CMV

**Authorizing Authority**
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Signature:** | |
| **Date:** | |
| Under the authority of Ordinance or Resolution Number (if applicable) | |

**Authorized to Electronically Sign Grant Agreements and Amendments**
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

| | Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants | Title |
|---|---|---|
| 1. | Wes Hill | Sergeant |
| 2. | Ms. Valerie Kuhnert | Subgrantee administrator |
| 3. | Nancy Arjon | Grants Manager |

# Texas Traffic Safety eGrants

# Fiscal Year 2022

**Organization Name:** City of Amarillo Police Department

**Legal Name:** City of Amarillo

**Payee Identification Number:** 17560004446004

**Project Title:** STEP CMV

**ID:** 2022-AmarilloPD-S-CMV-00017

**Period:** 10/01/2021 to 09/30/2022

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

# TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Amarillo** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2021.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **786202994**
FAIN: **69A37522300004020TX0**

Project Title: **STEP CMV**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2021** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2022** unless terminated or otherwise modified.

Total Awarded: **$62,994.34**
Amount Eligible for Reimbursement by the Department: **$49,952.00**
Match Amount provided by the Subgrantee: **$13,042.34**

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

**Subgrantee Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

**TxDOT Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**RESPONSIBILITIES OF THE SUBGRANTEE**

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

federal grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**RESPONSIBILITIES OF THE DEPARTMENT**

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

## GOALS AND STRATEGIES

**Goal:** To reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck-Tractor"

**Strategies:**

Increase public information and education on sharing the road with commercial motor vehicles (CMV).

Increase public education and information campaigns regarding enforcement activities.

Increase and sustain high visibility enforcement of traffic safety-related laws.

X Agency agrees to the above goals and strategies.

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 1 |
| **Zone Location :** | Zone 1 will stretch 4 linear miles from IH-40 and Soncy to IH-40 and Georgia in both eastbound and Westbound lanes of IH-40 proper. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map : (attach)** | https://www.dot.state.tx.us/apps/egrants/_Upload/1022194_337651_1-Zone1Map.pdf |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 2 |
| **Zone Location :** | Zone 2 will stretch 4 linear miles from IH-27 and Loop 335 (Hollywood Rd.) to IH-27 and Georgia Street in both northbound and southbound lanes of IH-27 proper. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map : (attach)** | https://www.dot.state.tx.us/apps/egrants/_Upload/1022195_337651_1-Zone2Map.pdf |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 3 |
| **Zone Location :** | Zone 3 will stretch 4 linear miles from IH-40 and Eastern to IH-40 and Whitaker in both eastbound and westbound IH-40 proper. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map :** (attach) | https://www.dot.state.tx.us/apps/egrants/_Upload/1022197_337651-Zone3Map.pdf |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

## BUDGET SUMMARY

| Budget Category | | TxDOT | Match | Total |
|---|---|---|---|---|
| **Category I - Labor Costs** | | | | |
| (100) | Salaries: | $49,952.00 | $4,260.00 | $54,212.00 |
| (200) | Fringe Benefits: | $0 | $8,782.34 | $8,782.34 |
| | Sub-Total: | $49,952.00 | $13,042.34 | $62,994.34 |
| **Category II - Other Direct Costs** | | | | |
| (300) | Travel: | $0 | $0 | $0 |
| (400) | Equipment: | $0 | $0 | $0 |
| (500) | Supplies: | $0 | $0 | $0 |
| (600) | Contractual Services: | $0 | $0 | $0 |
| (700) | Other Miscellaneous: | $0 | $0 | $0 |
| | Sub-Total: | $0 | $0 | $0 |
| **Total Direct Costs:** | | $49,952.00 | $13,042.34 | $62,994.34 |
| **Category III - Indirect Costs** | | | | |
| (800) | Indirect Cost Rate: | $0 | $0 | $0 |
| **Summary** | | | | |
| | Total Labor Costs: | $49,952.00 | $13,042.34 | $62,994.34 |
| | Total Direct Costs: | $0 | $0 | $0 |
| | Total Indirect Costs: | $0 | $0 | $0 |
| **Grand Total** | | $49,952.00 | $13,042.34 | $62,994.34 |
| | Fund Sources (Percent Share): | 79.30% | 20.70% | |

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

C

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Pillar** | Public Safety |
| **Department** | Amarillo Police Department | | |
| **Contact** | Sgt. Wes Hill | | |

**Agenda Caption**

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP Comprehensive Grant
Grantor: Texas Department of Transportation

Grant Amount: $157,975.00
Match Amount: $41,348.67
Total Awarded: $199,323.67

This item accepts the Fiscal Year 2021 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats) distracted driving and Driving While Intoxicated (DWI) offenses.

**Agenda Item Summary**

This grant provides the Amarillo Police Department grant dollars to fund overtime associated with patrol and enforce of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

**Requested Action**

Council consideration and approval of the grant agreement.

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommendation is to approve the grant agreement.

## AMARILLO POLICE DEPARTMENT

## INTER-DEPARTMENT OFFICE COMMUNICATION

| | |
|---|---|
| **To: Jared Miller, City manager** | **Date: 8/26/2021** |
| **From: Sgt. W. Hill, Police Department** | **Subject: Comprehensive STEP Grant** |
| **Description** | **This is a grant from the Texas Department of Transportation that funds police officers Overtime to patrol and enforce speeding, seatbelt, child restraint, and DWI violations.** |
| **Department** | **Police** |
| **Recommendation** | **This is a yearlong grant offered to the Police Department that is 80% paid by the Texas Department of Transportation. 20% matching Funds from the City of Amarillo are required.** |
| **History** | **The Police Department has had this grant numerous years.** |
| **Funds** | **$199,323.67 has been awarded. Salary amount eligible for reimbursement by the Department: $157,975.00. Match amount provided by the sub-grantee: $41,348.67**<br>**This grant runs from 10/1/2021 and ends 9/30/2022.** |



**Signature**

APD-168

# Texas Traffic Safety eGrants

# Fiscal Year 2022

**Organization Name:** City of Amarillo Police Department

**Legal Name:** City of Amarillo

**Payee Identification Number:** 17560004446004

**Project Title:** STEP Comprehensive

**ID:** 2022-AmarilloPD-S-1YG-00042

**Period:** 10/01/2021 to 09/30/2022

## Texas Department Of Transportation - Traffic Safety
## Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

**Name Of Organization:** City of Amarillo

**Project Title:** STEP Comprehensive

**Authorizing Authority**
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

| | |
|---|---|
| **Name:** | |
| **Title:** | |
| **Signature:** | |
| **Date:** | |
| Under the authority of Ordinance or Resolution Number (if applicable) | |

**Authorized to Electronically Sign Grant Agreements and Amendments**
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

| | Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants | Title |
|---|---|---|
| 1. | Wes Hill | Sergeant |
| 2. | Ms. Valerie Kuhnert | Subgrantee Administrator |
| 3. | Nancy Arjon | Grants Manager |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

# TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Amarillo** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2021.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **786202994**
FAIN:
**18X9204020TX22**
**69A3752230000402OTX0**

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2021** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2022** unless terminated or otherwise modified.

Total Awarded: **$199,323.67**
Amount Eligible for Reimbursement by the Department: **$157,975.00**
Match Amount provided by the Subgrantee: **$41,348.67**

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

**Subgrantee Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

**TxDOT Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**RESPONSIBILITIES OF THE SUBGRANTEE**

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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## RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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## GOALS AND STRATEGIES

| | |
|---|---|
| **Goal:** | To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries. |
| **Strategies:** | Increase and sustain high visibility enforcement of traffic safety-related laws. |
| | Increase public education and information campaigns regarding enforcement activities. |
| **Goal:** | To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities. |
| **Strategy:** | Increase and sustain high visibility enforcement of DWI laws. |
| **Goal:** | To increase occupant restraint use in all passenger vehicles and trucks. |
| **Strategy:** | Increase and sustain high visibility enforcement of occupant protection laws. |
| **Goal:** | To reduce the number of speed-related crashes, injuries, and fatalities. |
| **Strategy:** | Increase and sustain high visibility enforcement of speed-related laws. |
| **Goal:** | To reduce intersection-related motor vehicle crashes, injuries, and fatalities. |
| **Strategy:** | Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws. |
| **Goal:** | To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities. |
| **Strategies:** | Increase and sustain high visibility enforcement of state and local ordinances on celluar and texting devices. |
| | Increase public information and education on Distracted Driving related traffic issues. |

[X] I agree to the above goals and strategies.

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**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 1 |
| **Zone Location :** | West on Hillside Rd. from Bell Street to Coulter. North on Coulter to SW 34th Avenue. West on SW 34th to Soncy Street. North on Soncy to IH40. East on IH40 to Bell. South on Bell to Hillside. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map : (attach)** | https://www.dot.state.tx.us/apps/egrants/_Upload/1020000_337651_1-Zone1Map.pdf |

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**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 2 |
| **Zone Location :** | North on Bell Street from Hillside to SW 34th Avenue. East on SW 34th to Georgia Street. South on Georgia to 58th Avenue. West on 58th to Hillside and Bell. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map :** (attach) | https://www.dot.state.tx.us/apps/egrants/_Upload/1020011_337651_1-Zone2Map.pdf |

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**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 3 |
| **Zone Location :** | IH40 and Bell north to Amarillo Blvd West. East on Amarillo Blvd to McMasters Street. South on McMasters to IH40. West on IH40 to Bell Street. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map :** (attach) | https://www.dot.state.tx.us/apps/egrants/_Upload/1020016_337651_2-Zone3Map.pdf |

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**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 4 |
| **Zone Location :** | IH40 and Western Street east to Washington Street. South on Washington to 58th Avvenue. West on 58th to Georgia Street. North on Georgia to SW 34th Avenue. West on SW 34th to Western Street. North on Western to IH40. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map : (attach)** | https://www.dot.state.tx.us/apps/egrants/_Upload/1020023_337651_1-Zone4Map.pdf |

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**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 5 |
| **Zone Location :** | East on Amarillo Blvd from McMasters Street to Eastern Street. South on Eastern to SE 3rd Avenue. West on SE 3rd to McMasters Street. North on McMasters to Amarillo Blvd. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map :** (attach) | https://www.dot.state.tx.us/apps/egrants/_Upload/1020028_337651_1-Zone5Map.pdf |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**OPERATIONAL PLAN**

| | |
|---|---|
| **Zone Name :** | Zone 6 |
| **Zone Location :** | East on SW 3rd Avenue from McMasters Street to Ross Street. South on Ross to IH40. West on IH40 to Georgia Street. North on Georgia to SW 3rd Avenue. |
| **Zone Hours :** | 24/7 Enforcement |
| **Zone Heat Map : (attach)** | https://www.dot.state.tx.us/apps/egrants/_Upload/1020031_337651_2-Zone6Map.pdf |

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

## BUDGET SUMMARY

| Budget Category | | TxDOT | Match | Total |
|---|---|---|---|---|
| **Category I - Labor Costs** | | | | |
| (100) | Salaries: | $157,975.00 | $13,560.00 | $171,535.00 |
| (200) | Fringe Benefits: | $0 | $27,788.67 | $27,788.67 |
| | Sub-Total: | $157,975.00 | $41,348.67 | $199,323.67 |
| **Category II - Other Direct Costs** | | | | |
| (300) | Travel: | $0 | $0 | $0 |
| (400) | Equipment: | $0 | $0 | $0 |
| (500) | Supplies: | $0 | $0 | $0 |
| (600) | Contractual Services: | $0 | $0 | $0 |
| (700) | Other Miscellaneous: | $0 | $0 | $0 |
| | Sub-Total: | $0 | $0 | $0 |
| **Total Direct Costs:** | | $157,975.00 | $41,348.67 | $199,323.67 |
| **Category III - Indirect Costs** | | | | |
| (800) | Indirect Cost Rate: | $0 | $0 | $0 |
| **Summary** | | | | |
| | Total Labor Costs: | $157,975.00 | $41,348.67 | $199,323.67 |
| | Total Direct Costs: | $0 | $0 | $0 |
| | Total Indirect Costs: | $0 | $0 | $0 |
| **Grand Total** | | $157,975.00 | $41,348.67 | $199,323.67 |
| | Fund Sources (Percent Share): | 79.26% | 20.74% | |

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

D

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development and Redevelopment |

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

**Agenda Caption**

CONSIDER SALE OF CITY OWNED PROPERTY – a 2.3-acre tract of land in the North Half of the Southwest Quarter (N/2SW/4) and the Southeast Quarter of the South Half of the Northwest Quarter (SE/4S/2 NW/4) of Section 135, Block 2, AB&M Survey, Potter County, Texas. Potter Randall Appraisal District identifies the subject property under account number R-200-1350-5000.0. This property is in northeast Amarillo at the corner of Echo Street and Lindberg Avenue and cannot be used independently under its current zoning.

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of the 2.3-acre tract of land on the corner of Echo Street and Lindberg Avenue in northeast Amarillo. The sales price for this property is $24,000.

**Agenda Item Summary**

In December of 2020, the City of Amarillo was approached by Xcel Energy inquiring about the sale of the land for a future distribution substation in the northeast Amarillo area. Xcel Energy cited the need for the additional substation was due to the increasing growth in that area. Xcel Energy also acknowledged that the site is close to their main transmission line that would serve the substation and also close to the load center where the power is most needed.

The City of Amarillo obtained an appraisal of the land from The Steve Rogers Company, Real Estate Appraisal and Services on May 7, 2021. The market value and fee simple interest of the subject property was estimated at $24,000.

City staff evaluated this property and concluded that unimproved property was a small area that could not be utilized independently under its current zoning. Selling it would benefit the City in several ways mostly by placing the property back on the tax rolls to produce new property tax revenue.

**Requested Action**

Approve as presented.

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

City Staff is recommending approval of the sale of land located at the corner of Echo Street and Lindberg Avenue in northeast Amarillo to Xcel Energy in the amount of $24,000.

SR
THE STEVE ROGERS COMPANY
Real Estate Appraisal and Services
Travis Loe and Associates

May 7, 2021

Mr. Chris Ray
City of Amarillo
Resource Administrator
P.O. Box 1971
Amarillo, Texas 79105-1971

Re: Appraisal Report
Vacant Land - 2.3+/- Acs
NEC Echo Dr & Lindberg St
Amarillo, Texas

Dear Mr. Ray:

At your request, I have inspected and appraised the property as described herein. Conditions pertinent to or indicative of the value of the property were investigated.

This represents an appraisal report. At the client's request, some of the supporting data was omitted from the report and is retained in the appraiser's files. The value estimates produced are considered reasonable within these guidelines.

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAIs and SRAs who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.

The **Market Value Opinion** of the **fee simple interest** of the subject property as defined within the Appraisal Development section, as of **May 3, 2021**, subject to assumptions and limiting conditions stated herein, is:

**$24,000**

**TWENTY-FOUR THOUSAND DOLLARS**

9220 FM 2590 (Soncy)
Amarillo, Texas 79119

(806) 358-7611
Fax: (806) 353-6903

This appraisal has been prepared on an "as is" basis, unless otherwise stated, and it is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP).

The subject property does not have any significant natural, cultural, recreational or scientific value in the appraiser's judgment.

Employment of the appraiser was not conditioned upon the appraisal producing a specific value or a value within a given range.

The true copy of this report, which contains 43 pages as issued by the signatory appraiser and retained in the appraiser workfile, constitutes the record of the appraisal in its entirety which is conveyed to the client and/or intended user named herein. Any change to the content of this report made by anyone other than the signatory appraiser or their agents is prohibited.

This appraisal report is solely for the use of the client and intended user named herein. It was prepared under a specific list of contracted assumptions agreed to by the client and the appraiser and should be used only in its entirety. Reliance upon information herein by any third party is strictly at said third party's risk.

Respectfully submitted,

Travis Loe, SRA

TL/sg

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**LOCATION MAP**

# PROPERTY DESCRIPTION

## Location

The subject property is located on the northeast corner of the intersection of Echo Dr and Lindberg St in north Amarillo, Texas. There was no local address assigned at the time of inspection.

## Legal Description

The subject is a 2.3+/- acre tract out of a larger tract legally described in PRAD records as: the N/2 of the SW/4 plus SE/4 of S/2 of NW/4 of Section 135, Block 2, AB&M, being 120.0 acres, City of Amarillo, Potter County, Texas. PRAD identifies the subject under account number R-200-1350-5000.0.

## Descriptive Data

### Neighborhood Description

The subject neighborhood encompasses north Amarillo and areas outside the city limits to a radius of approximately one mile. City boundaries include Cactus Avenue to the north, Hastings Avenue to the south, Grand Street to the east, and Broadway Drive to the west. The terrain is flat to gently rolling. Land uses include

agricultural tracts (ranch tracts outside the city limits), light industrial and commercial sites, and detached single-family homes that vary in type, size, age, quality, condition, and appeal and are located on common residential sites or small acreages. Access is good via a network of paved roads maintained by city and county jurisdictions. US 87/287, a controlled-access, divided highway, runs north and south through the area. It combines with Loop 335/St. Francis Avenue (the primary east-west carrier) to provide good access to all parts of the city and surrounding region. Market activity is stable (few sales or listings), and prospects for future growth are limited.

## Site Description

The site is square in shape and contains 2.3+/- acres, or approximately 100,630 SF. The terrain is fairly level. FEMA Flood Zone Map 48375C0530C, dated 6/4/2010, indicates that the subject is not located within a hazardous flood area. See the attached map. Natural drainage is assumed adequate. The tract is currently in use by the City of Amarillo as storage. The property is zoned both "A" - Agricultural. No adverse easements, encroachments or other adverse site conditions were noted during

the appraiser's property inspection. The survey shows several transmission lines along the front (Echo Street) of the property.

## Improvement Description

The site has no building improvements.

## Highest and Best Use

The subject's size, configuration, and location indicate a highest and best use as a commercial or residential development tract. The zoning designation would need to be changed for these uses.

## Assessed Value and Taxes

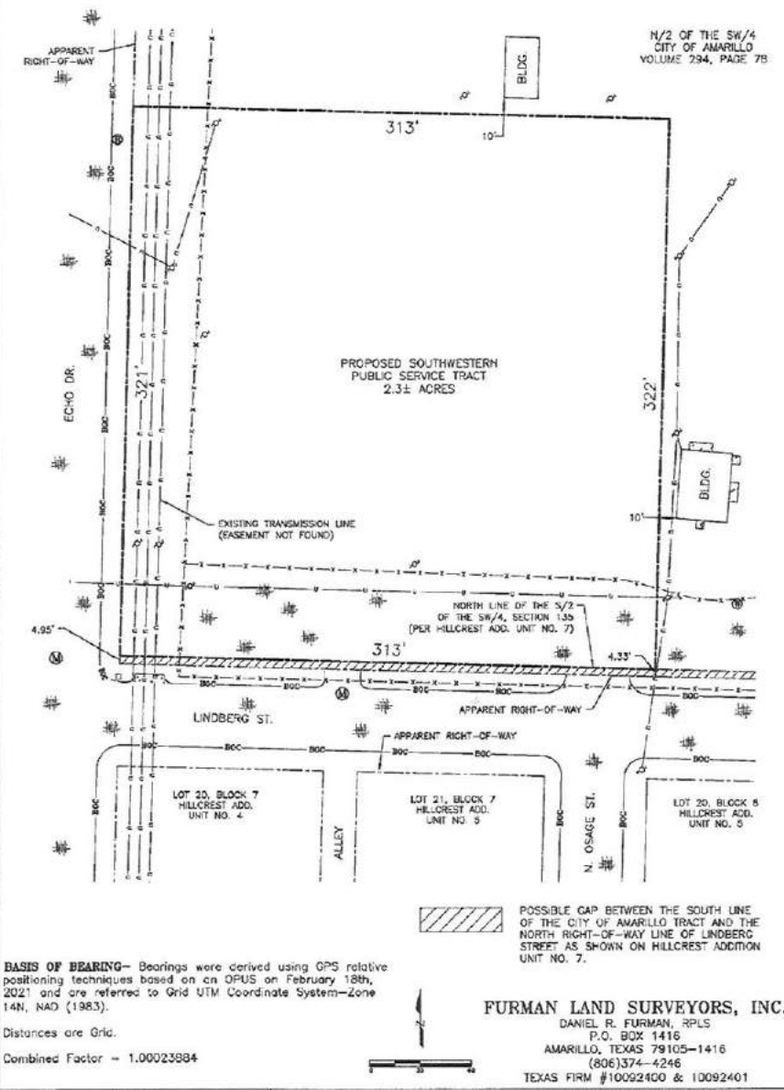
The PRAD 2020 assessed market value of the subject, as the larger 120.0 acre tract, is $126,547. The 2020 assessed taxes were $0.00 as the subject is exempt.

## Ownership History - Sales Contract

The subject property has been owned by the City of Amarillo in excess of ten years. No transactions or transfers involving the subject property have occurred in the three years immediately

preceding the effective date of this appraisal. The 2.3+/- acre tract is reported to be under negotiation to sell to Xcel Energy. No contract or purchase information was provided to the appraiser.

EXHIBIT "A"




**BASIS OF BEARING**– Bearings were derived using GPS relative positioning techniques based on an OPUS on February 18th, 2021 and are referred to Grid UTM Coordinate System–Zone 14N, NAD (1983).

Distances are Grid.

Combined Factor = 1.00023884

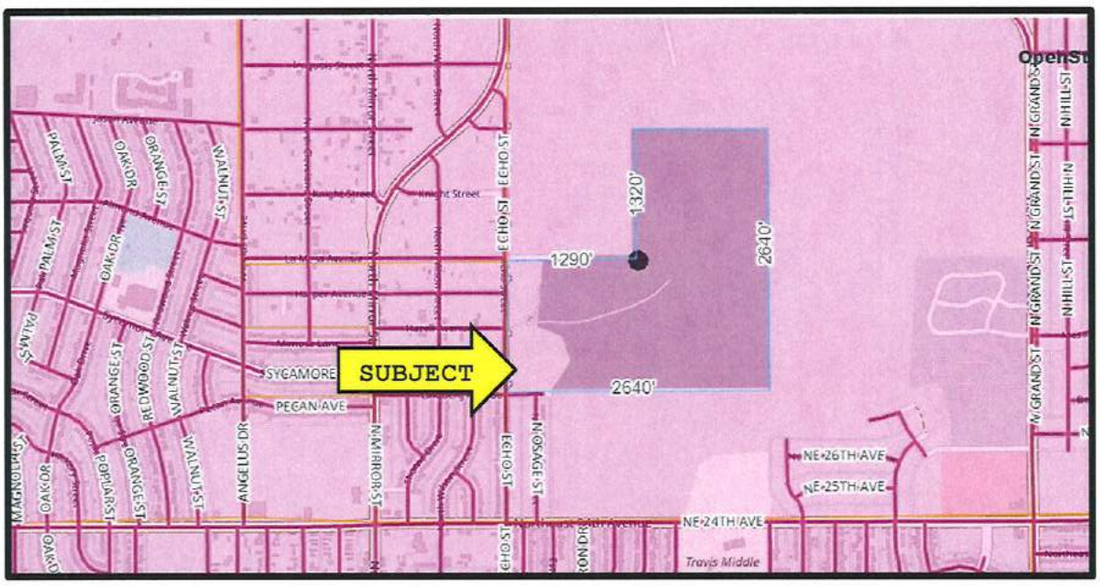

FURMAN LAND SURVEYORS, INC.
DANIEL R. FURMAN, RPLS
P.O. BOX 1416
AMARILLO, TEXAS 79105–1416
(806)374–4246
TEXAS FIRM #10092400 & 10092401


| LEGEND | | INDEXING INFORMATION |
|---|---|---|
| —x— FENCE<br>MANHOLE<br>WATER METER<br>GAS RISER<br>POWER POLE<br>FIBER OPTIC PED<br>TOTAL ACREAGE – 2.3± | PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE. THIS DOCUMENT HAS BEEN RELEASED BY LANDON M. STOKES, RPLS 6175 FOR REVIEW PURPOSES ONLY. | OWNER: CITY OF AMARILLO<br>LOCATION: NORTH HALF OF THE SOUTHWEST QUARTER, SECTION 135, BLOCK 2, A.B.&M. SURVEY, POTTER COUNTY, TEXAS<br>SURVEY FOR<br>**SOUTHWESTERN PUBLIC SERVICE**<br>PROPOSED SUBSTATION<br>DRAWING: P:\DWG21\XCEL\2127692<br>XCEL PARCEL NO. \| SHEET 1 OF 1 |

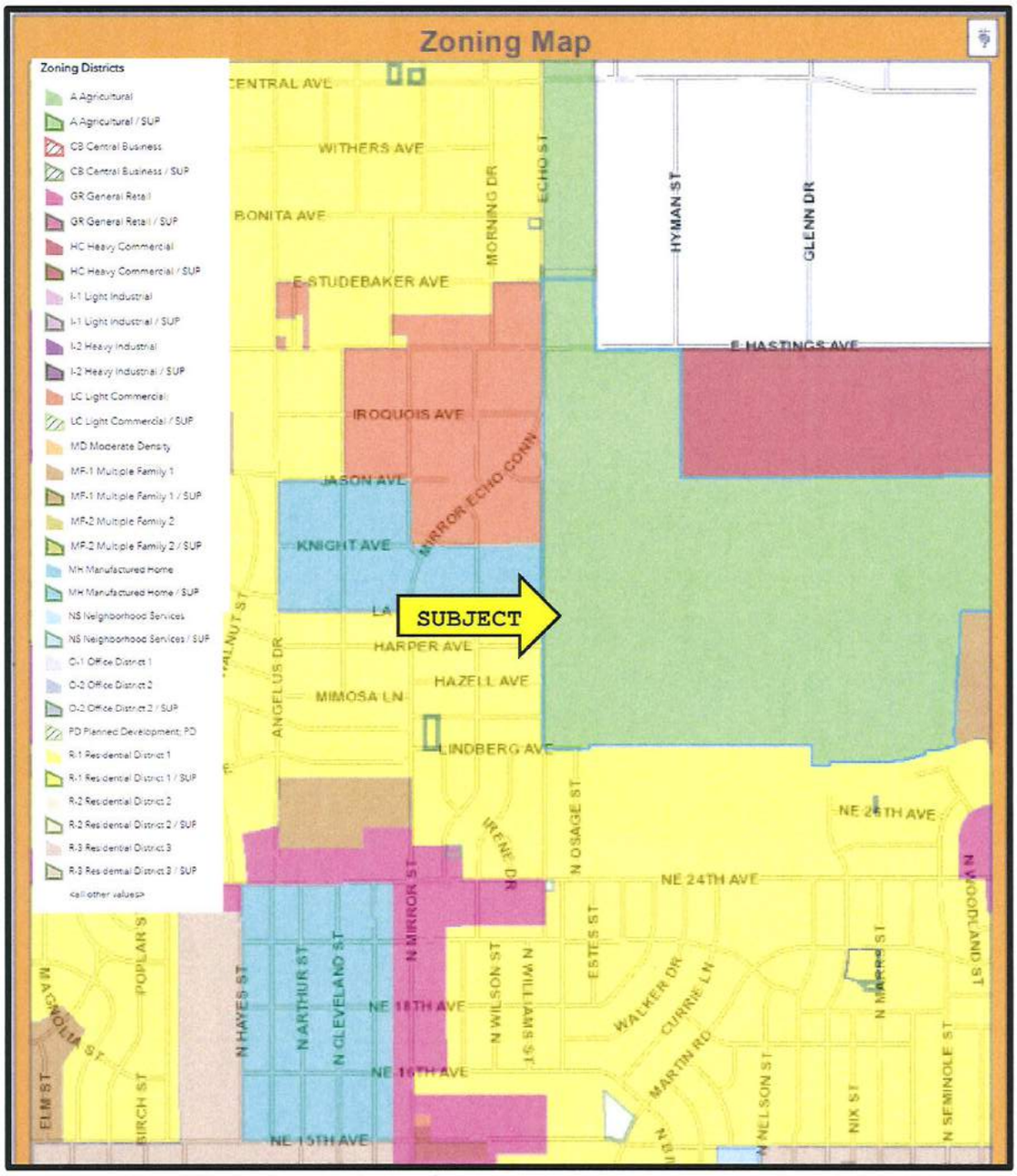
# SURVEY


Hazel Ave
Echo Dr
Bernard Ave
Echo Dr
Lindberg St
SUBJECT
NEC Echo Dr &
Lindberg St
N Osage St

**AERIAL VIEW**


SUBJECT
1320'
2640'
1290'
2640'
SYCAMORE
PECAN AVE
NE 26TH AVE
NE 25TH AVE
NE 24TH AVE
N MIRROR ST
N OSAGE ST
ECHO ST
ANGELUS DR
ORANGE ST
WALNUT ST
PALM ST
OAK DR
POPLAR ST
N GRAND ST
N HILL ST
Travis Middle

**PLAT MAP**


Zoning Map
Zoning Districts
A Agricultural
A Agricultural / SUP
CB Central Business
CB Central Business / SUP
GR General Retail
GR General Retail / SUP
HC Heavy Commercial
HC Heavy Commercial / SUP
I-1 Light Industrial
I-1 Light Industrial / SUP
I-2 Heavy Industrial
I-2 Heavy Industrial / SUP
LC Light Commercial
LC Light Commercial / SUP
MD Moderate Density
MF-1 Multiple Family 1
MF-1 Multiple Family 1 / SUP
MF-2 Multiple Family 2
MF-2 Multiple Family 2 / SUP
MH Manufactured Home
MH Manufactured Home / SUP
NS Neighborhood Services
NS Neighborhood Services / SUP
O-1 Office District 1
O-2 Office District 2
O-2 Office District 2 / SUP
PD Planned Development, PD
R-1 Residential District 1
R-1 Residential District 1 / SUP
R-2 Residential District 2
R-2 Residential District 2 / SUP
R-3 Residential District 3
R-3 Residential District 3 / SUP
<all other values>
CENTRAL AVE
WITHERS AVE
BONITA AVE
E STUDEBAKER AVE
IROQUOIS AVE
JASON AVE
KNIGHT AVE
HARPER AVE
HAZELL AVE
MIMOSA LN
LINDBERG AVE
NE 24TH AVE
NE 18TH AVE
NE 16TH AVE
NE 15TH AVE
E HASTINGS AVE
MORNING DR
ECHO ST
HYMAN ST
GLENN DR
MIRROR ECHO CONN
ANGELUS DR
N OSAGE ST
IRENE DR
N MIRROR ST
N HAYES ST
N ARTHUR ST
N CLEVELAND ST
N WILSON ST
N WILLIAMS ST
ESTES ST
WALKER DR
CURRIE LN
MARTIN RD
N NELSON ST
NIX ST
N SEMINOLE ST
N MAGNOLIA ST
POPLAR ST
ELM ST
BIRCH ST
SUBJECT

**ZONING MAP**


InterFlood by a la mode
Prepared for: Steve Rogers Company
Echo St
Amarillo, TX 79107
Jason Ave
Mirror-Echo Con
N Wilson St
Echo St
Covenant
onary Baptist
N Mirror St
La Mesa Ave
Harper St
Gospel Chapel
N Cleveland St
Hazell Ave
Mimosa Ln
Bernard Ave
Sycamore Ave
Galiliee Church of God
Pecan Ave
United Pentecostal Church Northside
Redondo Dr
SUBJECT
NEC Echo Dr &
Lindberg St
N Osage St
Travis 6th Grade Campus
Iglesia Amarillo Para Cristo
Thorne Dr
Irene Dr
NE 24th Ave
North Amarillo Public Library
N Houston St
N Wilson St
N Aldridge St
N Osage St
Estes St
Ron Dr
Jennifer Dr
Travis Middle School
Victoria Truck Rental
NE 20th Ave
Martin Rd
300 yards
NE 18th Ave
Google
Map data ©2021 Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 48375C0530C
Zone: X
Map Date: June 04, 2010
FIPS: 48375
MAP LEGEND
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area
Powered by CoreLogic®



**VIEW FROM SE CORNER**



**VIEW FROM NW Corner**



**VIEW FROM SW Corner**



**VIEW ALONG LINDBERG ST**



**VIEW ALONG ECHO ST**

# LAND VALUE ESTIMATE

## LAND VALUE ESTIMATE

The land value is concluded by one of six methods:

1. Sales Comparison
2. Allocation
3. Extraction
4. Subdivision Development
5. Land Residual
6. Ground Rent Capitalization

Sales comparison is preferred because it is reliable in reflecting the behavior of buyers and sellers. It is used in this appraisal because the sales database provides a sufficient number of comparable sales for analysis.

The unit of comparison employed in the adjustment process below is sale price per square foot of land. Each sale is reconciled to the subject property by adjusting the unit sale prices for the various significant property differences.

## Land Sale No. 1

| | |
|---|---|
| **Property Identification** | |
| **Record ID** | 4674 |
| **Property Type** | Vacant Land |
| **Property Name** | Vacant Land |
| **Address** | 7500 River Rd, Amarillo, Potter County, Texas |
| **Tax ID** | R-065-3300-0541.0 |
| **Legal** | S/2 Tract 12 less ROW on W/L, River Road Gardens, City of Amarillo, Potter County, Texas |
| **Sale Data** | |
| **Grantor** | Dominic Flores |
| **Grantee** | Rosa Isela Ramirez |
| **Sale Date** | May 29, 2020 |
| **Deed Book/Page** | 2020-06359 |
| **Conditions of Sale** | Cash to Seller |
| **Sale Price** | $60,000 |
| **Land Data** | |
| **Zoning** | R2, Residential |
| **Land Size Information** | |
| **Gross Land Size** | 4.970 Acres or 216,493 SF |
| **Indicators** | |
| **Sale Price/Gross Acre** | $12,072 |
| **Sale Price/Gross SF** | $0.28 |

**Remarks**

Small land tract zoned residential. Tract borders River Rd to the west and Bluebonnet to the east. Verified by MLS #19-6153. TL

## Land Sale No. 2

| | |
|---|---|
| **Property Identification** | |
| **Record ID** | 4675 |
| **Property Type** | Vacant Land |
| **Property Name** | Vacant Land |
| **Address** | 1101 St Francis Ave, Amarillo, Potter County, Texas |
| **Tax ID** | R-022-6500-0170.0 |
| **Legal** | Lot 1, Block 1, Fox Hollow #2, City of Amarillo, Potter County, Texas |
| **Sale Data** | |
| **Grantor** | Mesa Verde Congregation |
| **Grantee** | Karl M. Christensen |
| **Sale Date** | February 20, 2018 |
| **Deed Book/Page** | 2018-02448 |
| **Conditions of Sale** | Cash to Seller |
| **Sale Price** | $27,000 |
| **Land Size Information** | |
| **Gross Land Size** | 2.500 Acres or 108,900 SF |
| **Indicators** | |
| **Sale Price/Gross Acre** | $10,800 |
| **Sale Price/Gross SF** | $0.25 |

**Remarks**

Corner lot located at Loop 335 (St. Francis) and Pavillard Dr. Easy access to Hwy 287/87. Utility easement located on property. Verified by MLS #17-111224. TL

## Land Sale No. 3

| | |
|---|---|
| **Property Identification** | |
| **Record ID** | 4676 |
| **Property Type** | Vacant Land |
| **Property Name** | Vacant Land |
| **Address** | 556 E Hastings, Amarillo, Potter County, Texas |
| **Tax ID** | R-035-3890-0450.0 |
| **Legal** | Lot 6, Block 1, Hastings #2, City of Amarillo, Potter County, Texas |
| **Sale Data** | |
| **Grantor** | Margarita Bustamante Acevedo |
| **Grantee** | Raymundo Garcia Sotelo |
| **Sale Date** | May 20, 2019 |
| **Deed Book/Page** | 2019-06982 |
| **Conditions of Sale** | Cash to Seller |
| **Sale Price** | $10,000 |
| **Land Data** | |
| **Zoning** | R2, Residential |
| **Land Size Information** | |
| **Gross Land Size** | 1.000 Acres or 43,560 SF |
| **Indicators** | |
| **Sale Price/Gross Acre** | $10,000 |
| **Sale Price/Gross SF** | $0.23 |

**Remarks**

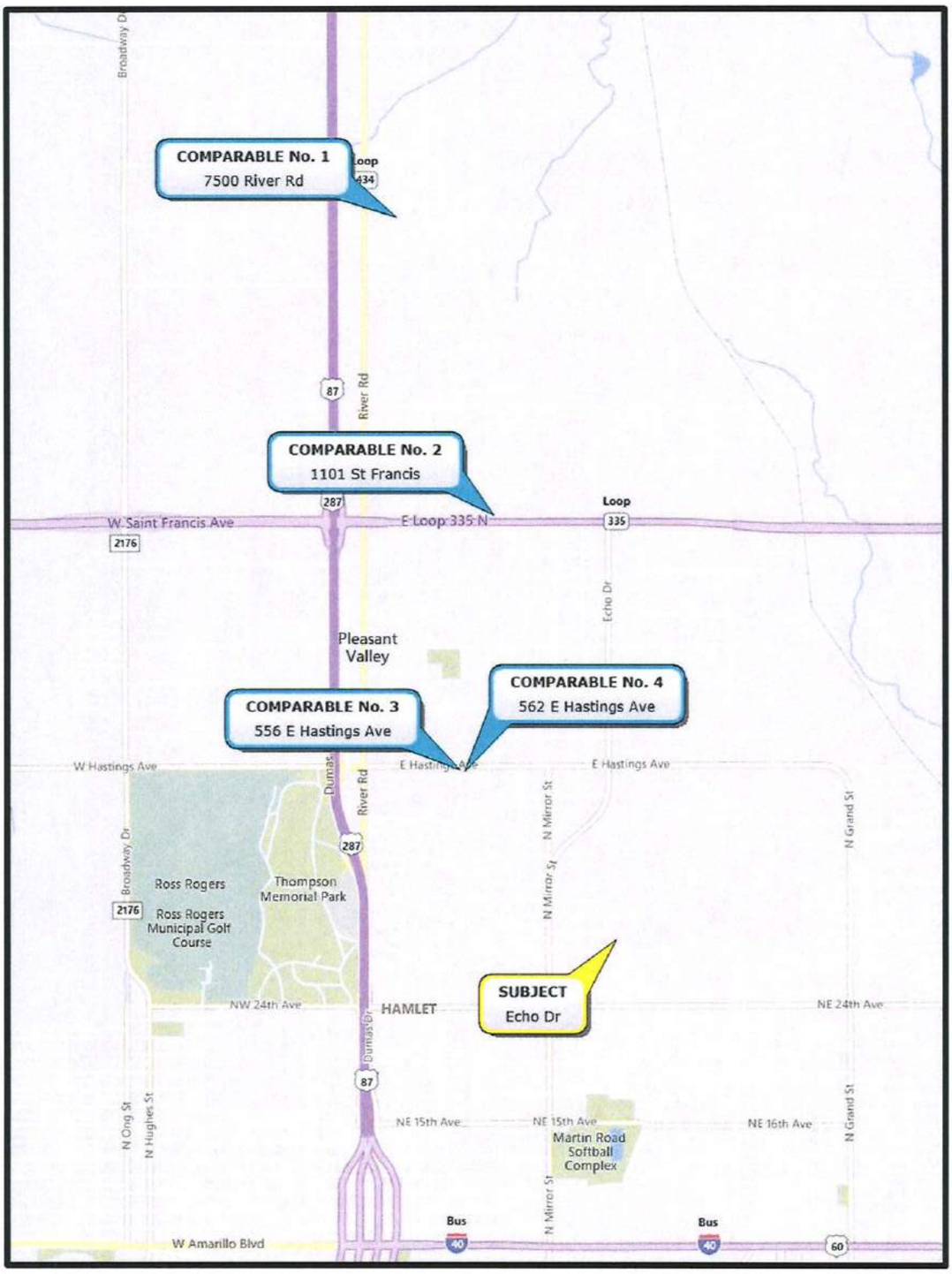
Sold with another lot located at 562 E Hastings. Sale verified by MLS #19-84 and PRAD records. TL

## Land Sale No. 4

| | |
|---|---|
| **Property Identification** | |
| **Record ID** | 4677 |
| **Property Type** | Vacant Land |
| **Property Name** | Vacant Land |
| **Address** | 562 E Hastings, Amarillo, Potter County, Texas |
| **Tax ID** | R-035-3890-0450.0 |
| **Legal** | Lot 7, Block 1, Hastings #2, City of Amarillo, Potter County, Texas |
| **Sale Data** | |
| **Grantor** | Margarita Bustamante Acevedo |
| **Grantee** | Raymundo Garcia Sotelo |
| **Sale Date** | May 20, 2019 |
| **Deed Book/Page** | 2019-06982 |
| **Conditions of Sale** | Cash to Seller |
| **Sale Price** | $10,000 |
| **Land Data** | |
| **Zoning** | R2, Residential |
| **Land Size Information** | |
| **Gross Land Size** | 1.000 Acres or 43,560 SF |
| **Indicators** | |
| **Sale Price/Gross Acre** | $10,000 |
| **Sale Price/Gross SF** | $0.23 |

**Remarks**

Sold with another lot located at 556 E. Hastings. Sale verified by MLS #19-80 and PRAD records. TL




# COMPARABLE LAND SALES MAP

Land Value Estimate, continued

**LAND SALES SUMMARY**

| *Sale* | *1* | *2* | *3* | *4* |
|---|---|---|---|---|
| *Date* | *5/20* | *2/18* | *5/19* | *5/19* |
| *Location* | *7500 River Road* | *1101 St Francis* | *556 E. Hastings* | *562 E. Hastings* |
| *Financing* | *Cash to Seller* | *Cash to Seller* | *Cash to Seller* | *Cash to Seller* |
| *Price* | *$60,000* | *$27,000* | *$10,000* | *$10,000* |
| *Utility/Configuration* | *Average* | *Average* | *Average* | *Average* |
| *Size/Ac* | *4.97* | *2.50* | *1.00* | *1.00* |
| *Sale Price/Ac* | *$12,072* | *$10,800* | *$10,000* | *$10,000* |

**LAND SALES ADJUSTMENT GRID**

| *Sale* | *1* | *2* | *3* | *4* |
|---|---|---|---|---|
| *Sale Price/Ac* | *$12,072* | *$10,800* | *$10,000* | *$10,000* |
| *Transactional Adjusted Price/Ac* | *$12,072* | *$10,800* | *$10,000* | *$10,000* |
| *Location* | *-10%* | *0* | *0* | *0* |
| *Size* | *0* | *0* | *0* | *0* |
| *Utility/Configuration* | *0* | *0* | *0* | *0* |
| *Net Adjustment* | *-10%* | *0* | *0* | *0* |
| *Adjusted Price/Ac* | *$10,865* | *$10,800* | *$10,000* | *$10,000* |

Land Value Estimate, continued

**The Adjustment Process:** When estimating the degree of similarity or difference between the subject property and the comparable sales, the following elements of comparison are considered:

Transactional Elements
- Property rights conveyed
- Financing terms
- Conditions of sale
- Expenditures immediately after sale
- Market conditions

Property Elements
- Location
- Physical characteristics
- Economic characteristics
- Use
- Non-realty components of value

Adjustments are applied in a two-step process: 1. Transactional adjustments are applied sequentially in the order cited above. 2. After transactional adjustments are applied, the unit prices of the sales are adjusted for property elements in the above categories. Property element adjustments are applied cumulatively and in any order.

Transactional Adjustments

Analysis of the market environment of the subject and the comparable

sales indicates that no transactional elements deviate from current market norms to a degree that requires adjustments.

Property Adjustments

**Location:** The subject lies on the NE corner of Echo and Lindberg Street, an inter-neighborhood intersection in north Amarillo. Its location is average for a residential/commercial tract in the area. Sales 2, 3 and 4 have comparable appeal and visibility in their respective locations, and no adjustments are required. Sale 1 fronts a high traffic artery in the neighborhood. It is superior in visibility and appeal, and a downward adjustment is applied to reconcile it to the subject.

**Size:** The subject and Sales are similar in size, and no adjustments are warranted.

**Utility/Configuration:** The subject has good street frontage, is square in shape and is fairly level. Each of the Sales are similar to the subject.

Land Value Estimate, continued

Summary and Conclusion

The adjusted price range runs from $10,000/Ac to $10,865/Ac. The appeal of the subject's location, size, and configuration are best indicated by the middle portion of the range. A value opinion is concluded as follows:

| | | | | |
|---|---|---|---|---|
| 2.30 Acres | x | $10,000/Acre | = | $20,300 |
| 2.30 Acres | x | $10,800/Acre | = | $24,840 |

Value by Sales Comparison Approach **$24,000**

## CORRELATION AND CONCLUSIONS

Neither the cost approach nor income capitalization approach was developed. See the discussion of Scope of Work in the Appraisal Development section. Market response to the subject is concentrated on the value of the land. This conclusion led to a development of the sales comparison approach for the land site only. The value estimate concluded from this approach is:

| | |
|---|---|
| Land Value Estimate | $24,000 |

The sales comparison approach analyzed four sales of comparable properties in northeastern Amarillo. Each sale was adjusted for significant differences in location, size, and utility/ configuration. The resulting value range renders a credible indication of market value because it most directly reflects the actions of buyers and sellers in the marketplace.

### Summary and Conclusion

After examination of the available data and application of the appraisal process, a market value opinion is concluded for the

subject property, as of **May 3, 2021**, at:

**$24,000**

**TWENTY-FOUR THOUSAND DOLLARS**

Exposure Time

**Exposure Time:** an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021, Appraisal Foundation, page 4)

Based upon the comparable sales used in this appraisal, the estimated exposure time to achieve pricing generally aligned with the concluded market value would have been 36 months or less.

## ASSUMPTIONS AND CONDITIONS

It is assumed that title to the property herein appraised is in fee simple and is good and merchantable. The market value opinion is reported without regard to questions of title, boundaries, encroachments, environmental regulations, licenses, or other matters of a legal nature unless non-compliance has been stated, defined, and considered in the appraisal report.

The market value opinion is concluded under the assumption that no international or domestic political, economic, or military actions, or public health circumstances will significantly affect real estate values throughout the country.

Certain information concerning market and operating data was obtained from others. When possible, this information is verified and used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed. Dimensions and areas of the subject property and the comparables were obtained by various means deemed reliable but not guaranteed to be exact.

Assumptions and Conditions, continued

Real estate values are influenced by many external factors. The data contained herein is all of the data considered necessary to support the final market value opinion. The appraiser has not knowingly withheld any relevant facts but does not guarantee personal knowledge of all factors that might influence the subject property's market value. Due to potential or unforeseen changes in external factors, the final market value opinion is valid only as of the effective date of the appraisal.

The value conclusions contained herein are opinions. There is no guarantee, written or implied, that the subject property will sell for such amounts. The final market value opinion assumes that the property is under responsible ownership and competent management.

The appraiser shall not be required to give testimony or attend court or other legal authority concerning this appraisal without prior arrangement between the client and the appraiser.

Disclosure of the contents of this appraisal report is governed by the Ethics Rule of *USPAP 2020-2021*.

Assumptions and Conditions, continued

Neither all nor any part of this report's contents shall be disseminated to the public through advertising media, public relations media, news media, prospectus for securities, or any other public means of communications without prior written consent and approval of the undersigned.

It is assumed that no hidden or unapparent conditions of the property, subsoil, or structures render it more or less valuable. No responsibility is assumed for such conditions or for engineering that may be required to discover them. This is especially applied to the presence of asbestos contamination, underground fuel storage tanks, or any other such environmental pollutant.

The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the land. The allocations of value for land and improvements, if presented, must not be used in conjunction with any other appraisal and are invalid if so used.

No environmental impact studies were requested or performed in conjunction with this appraisal, and the appraiser hereby reserves

the right to alter, amend, revise, or rescind any of the value estimates contained herein, based on any subsequent environmental impact studies, research, or investigation. Unless otherwise stated, the final market value opinion produced in this report assumes the property is environmentally clean.

If this appraisal is for proposed construction, it is assumed the improvements will be constructed in substantial conformity to the plans and specifications furnished to the appraiser, and with good materials and workmanship, and that it will be tenanted and financed as proposed. It is also assumed that the proposed foundation and construction techniques are adequate to the existing subsoil conditions.

It is assumed that mortgage money is available at current market interest rates and terms for the subject property as stated in the Income Capitalization Approach section of the report.

The estimates of costs to cure deferred maintenance in this report are estimates of probable costs under current market conditions and are based on the available information and the appraiser's expertise.

Assumptions and Conditions, continued

Deferred maintenance affecting the property includes only those items specified in the Property Description section of this report. The appraiser takes no responsibility for hidden items or items of which the appraiser was not advised.

It is the appraiser's judgment that this appraisal report has been prepared in accordance with the current edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)* published by the Appraisal Standards Board of the Appraisal Foundation.

To the best of the appraiser's knowledge, this appraisal report conforms to F.D.I.C. regulations and meets generally accepted lending guidelines.

Any significant natural, cultural, recreational, or scientific values of the subject property, if any, are specifically addressed in the report.

# APPRAISAL DEVELOPMENT

## Type and Definition of Value

This appraisal concludes an opinion of **Market Value** of the **fee simple interest** of the subject property. **Market Value** is defined as:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming neither is under duress. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. Buyer and seller are typically motivated;
b. Both parties are well informed or well advised, and acting in what they consider their best interests;
c. A reasonable time is allowed for exposure in the open market;
d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The source of the Definition of **Market Value** is 12 CFR, Chapter VI (1-1-09 Edition), Subpart F, 614.4240 (l).

## Property Rights Appraised

**Fee Simple Interest:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*Dictionary of Real Estate Appraisal, 5th Edition,* Appraisal Institute)

## Client - Intended User - Intended Use

The client is Mr. Chris Ray. The intended users of this appraisal are Mr. Chris Ray, City of Amarillo, and/or their assigns. The intended use is for determining market value.

## Appraisal Assignment

The client verbally requested a market value opinion of the fee simple interest of the subject property. No engagement letter was provided. This appraisal outlines the standards and requirements to which the client and the appraiser have agreed. The content of this Appraisal Report is consistent with the appraisal assignment and the intended use of the appraisal.

## Effective Date of Value - Date of the Report

The effective date of value is the date of inspection, **May 3, 2021.** The date of the report is **May 7, 2021.**

## Hypothetical Conditions - Extraordinary Assumptions

This appraisal concludes a market value opinion for the subject property in its "as is" condition as of the date of inspection, May 3, 2021. No hypothetical conditions apply, and no extraordinary assumptions are employed.

## Scope of Work

The market value opinion stated in this report is based on investigation and analysis of all known, relevant factors that influence the market value of the subject property. This includes external factors such as general economic, social, and political influences, area and neighborhood trends, the neighborhood's physical environment, and internal factors such as the physical attributes of the subject property. Sales data and other relevant information deemed reliable and necessary to the appraisal process are cited where appropriate throughout the report. The relevance and application of each of the three approaches to value are

discussed as follows:

The cost approach combines the market value of the subject property as if unimproved (a vacant site) with an estimate of the depreciated (physical, functional, and economic) replacement cost of all improvements. Because the subject has no building improvements, the cost approach is not a relevant value indicator. It was not developed for this appraisal.

The income capitalization approach is based on the income-producing potential of a property with actual or proposed building and site improvements. The income capitalization approach is not developed for this appraisal because the scarcity of lease data for such properties precludes the development of a credible value estimate.

The sales comparison approach is developed when there is sufficient data to produce a credible indication of value. In this case, there were a sufficient number of comparable sales to warrant its development, and the sales comparison approach is relied upon as the sole credible guide to market value.

## COVID-19 STATEMENT

As of the effective date of this appraisal report, local, regional, and national economies are in turmoil in response to the COVID-19 pandemic. The appraiser offers the following observations:

- While it is logical to assume changes in market forces, current market data is insufficient to measure any effects of the pandemic on market values.

- It is the appraiser's judgment that any market disruptions that occur during the COVID-19 pandemic will be finite in duration.

- The appraiser is monitoring the effects of any market changes that may occur during the COVID-19 pandemic and has reported any resultant conclusions in the appraisal report.

# CERTIFICATE

I certify that, to the best of my knowledge and belief, ...

- The statements of fact contained in this report are true and correct.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

- I have no (or the specified) present or prospective interest in the property that is the subject of this report, and I have no (or the specified) personal interest to the parties involved.

- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

- I have made a personal inspection of the property that is the subject of this report.

- I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

Certificate, continued

- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- I certify that no one provided significant real property assistance to the person signing this certification.

- As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

- This represents an appraisal report. Per the client's request, some elements of documentation are retained in the appraiser's files.

I have not provided any real estate services regarding the subject property, as an appraiser or in any other capacity, within the three years immediately preceding acceptance of this appraisal assignment.

Based upon my investigation and my experience, I conclude that the Market Value of the subject property, under the assumptions and limiting conditions as stated, as of **May 3, 2021**, is:

**$24,000**

**TWENTY-FOUR THOUSAND DOLLARS**



Travis Loe, SRA
Texas Certified
General Appraiser
TX-1321125-G
Oklahoma Certification
#12597CGA

# QUALIFICATIONS

# QUALIFICATIONS

TRAVIS LOE, SRA

GENERAL

President of Travis Loe and Associates, Inc. dba The Steve Rogers Company, Appraisal and Counseling in Real Estate, located at:

9220 FM 2590 (Soncy Road)
Amarillo, Texas

## PROFESSIONAL EXPERIENCE

Approximately two years appraisal experience with Charles R. Rhodes and Associates, Inc., in Amarillo, Texas. Duties included real property appraisal of residential and commercial properties.

Employed by Steve Rogers Company in Amarillo, Texas from August, 1985 to August, 2003. Duties included real property appraisal of residential, retail, multi-family, industrial, agricultural and commercial properties.

Current owner of Travis Loe and Associates, dba The Steve Rogers Company since September, 2003.

## PROFESSIONAL AFFILIATIONS

Appraisal Institute, Senior Residential Appraiser, SRA since 1987
Currently Certified
Texas State Certified General Real Estate Appraiser
#TX-1321125-G
Oklahoma State Certified General Real Estate Appraiser
#OK-12597

Qualifications, continued

EDUCATIONAL BACKGROUND

General: Bachelor of Science (B.S.), Agriculture Economics
West Texas State University, Canyon, 1978

Specific: Society of Real Estate Appraisers
Course 101 Introduction To Appraising
Course 102 Applied Residential Valuation
Professional Practice Seminar
American Institute of Real Estate Appraisers
Course - 1B-A - Capitalization Theory
Standards of Professional Practice - 2003
Standards of Professional Appraisal Practice
Fair Lending Seminar
Real Estate Construction
Residential Sales Comparison 2001
Environmental Site Analysis
Analyzing Operating Expenses 2003
Comprehensive Appraisal Workshop 2003
Appraisal Skills 2003
General Concepts 2003
Cost Feasibility, Highest & Best Use 2003
Income Approach & Partial Interests 2003
Sales Comparison Approach 2003
Rates & Ratios 2004
USPAP Update 2006
Scope of Work 2006
Business Practices and Ethics 2007
Subdivision Valuation: Comprehensive Guide 2007
Small Hotel/Motel Valuation 2007
Forecasting Revenue 2008
Office Building Valuation: Contemporary Perspective
USPAP Update 2009
Commercial Appraisal Engagement & Review 2010
USPAP Update 2011
Appraising the Appraisal 2012
Deadly Mistakes Appraisers Make 2012
Real Estate Appraisal Operations 2012
Business Practices and Ethics 2012
Appraisal Curriculum Overview - Residential 2012

TALCB

TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

# Certified General Real Estate Appraiser

Appraiser: **TRAVIS EDWARD LOE**

License #: **TX 1321125 G** License Expires: **06/30/2021**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Douglas E. Oldmixon
Commissioner

E

# Amarillo City Council
# Agenda Transmittal Memo

| Meeting Date | September 14, 2021 | Council Priority | Economic Development |
|---|---|---|---|

| Department | City Manager<br>Laura Storrs, Assistant City Manager |
|---|---|

**Agenda Caption**

RESOLUTION – AUTHORIZING THE AMARILLO POTTER EVENTS VENUE DISTRICT 2021/2022 FISCAL YEAR BUDGET

(Contact: Laura Storrs, Assistant City Manager)

This resolution approves the 2021/2022 Budget for the Amarillo-Potter Events Venue District. This budget is funded through a 5% car rental tax and a 2% hotel occupancy tax. The Amarillo-Potter Events Venue District operates and maintains voter approved entertainment venues within the City. This budget is recommended for approval by the Amarillo Potter Events Venue District Board.

**Agenda Item Summary**

This resolution approves the 2021/2022 fiscal year budget for the Amarillo Potter Events Venue District.

**Requested Action**

Council consideration and approval of the resolution authorizing the Amarillo Potter Events Venue District 2021/2022 fiscal year budget.

**Funding Summary**

N/A

**Community Engagement Summary**

The 2021/2022 fiscal year budget has been reviewed and approved for Council consideration at the August 16, 2021 Amarillo Potter Events Venue District Board meeting and was reviewed and approved at the September 13, 2021 Potter County Commissioner's Court meeting.

**Staff Recommendation**

Staff recommendation is to approve the 2021/2022 fiscal year budget for the Amarillo Potter Events Venue District.

09/01/21 BSM

RESOLUTION NO. 09-14-21-1

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2021-2022 FOR THE AMARILLO POTTER EVENT VENUE DISTRICT.

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

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

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

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

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

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

SECTION 1. That the Proposed Budget for the period of October 1, 2021 to September 30, 2022 of the Amarillo-Potter Events Venue District, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting at which it is considered.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 14th day of September, 2021.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

# CITY OF AMARILLO

OFFICE OF THE
CITY MANAGER

September 8, 2021

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

Dear Mayor Nelson:

Attached is the proposed 2021/2022 budget for the Amarillo Potter Events Venue District. The Venue District Board met on August 16, 2021 and approved the attached budget and is requesting City Council consideration at the September 14, 2021 meeting. The Potter County Commissioners' Court will approve this budget at their September 13, 2021 meeting.

The proposed budget reflects revenue of $3,340,059 for the 2021/2022 year including Vehicle Rental Tax of $931,401 and Hotel Occupancy Tax of $2,242,704. The major components of the expenditures include debt service of $780,250 and the two management contracts: Amarillo National Center Management Contract of $560,000 and the Civic Center Management Contract of $398,004. Also included are proposed amounts for facility improvements of $616,037 for the Amarillo National Center and $1,865,000 for the Amarillo Civic Center.

The anticipated available fund balance at the end of the 2021/2022 fiscal year (09/30/2022) is $5,238,209 which includes $500,000 as a targeted reserve for the District, $2,289,668 for the Amarillo National Center and $2,448,541 for the Civic Center facility which is calculated based on the 60/40 split of the original project. The reserve balances at each of the two facilities have historically been available to fund facility improvements or events.

There are two debt issues outstanding for the Amarillo Potter Event Venue District. The Special Tax and Lease Revenue Refunding Bonds, Series 2016 has an outstanding balance of $4,475,000 with a final maturity date of November 15, 2045 and a true interest cost of 2.963%. The Special Tax and Lease Revenue Refunding Bonds, Series 2021 has an outstanding balance of $3,945,000 with a final maturity date of November 15, 2051 and a true interest cost of 1.316%.

Thank you for your consideration in this matter. If you will please forward this information to the Council and if acceptable to you, I am available to present this budget at the September 14th meeting.

Sincerely,

Laura Storrs
Assistant City Manager

Attachment

**Amarillo Potter Events Venue District**
**2021/2022 Budget**

| | | | | | CALCUALTION OF RESERVE BALANCES | | |
|---|---|---|---|---|---|---|---|
| | *2018/2019* | *2019/2020* | *2020/2021* | *2021/2022* | Common | ANC | City |
| | Actual | Actual | Revised Estimate | Budget | REV/EXP | 60% | 40% |
| **Beginning Available Balance** | **4,535,699** | **4,752,265** | ***5,330,595*** | **6,443,451** | 500,000 | 2,188,977 | 3,754,474 |
| 30340 Vehicle Rental Tax | 1,046,032 | 783,899 | 931,401 | 931,401 | 931,401 | | |
| 30470 Hotel Occupancy Tax | 2,074,748 | 1,559,435 | 2,282,742 | 2,242,704 | 2,242,704 | | |
| 30480 Interest-Past Tax | - | - | - | - | - | | |
| 37110 Interest Income | 96,884 | 53,599 | 9,724 | 9,834 | 9,834 | | |
| 37410 Miscellaneous Revenue | 106,359 | 120 | 156,516 | 156,120 | | 156,120 | |
| TREVENUE Total Revenues | 3,324,023 | 2,397,053 | 3,380,383 | 3,340,059 | 3,183,939 | 156,120 | - |
| 51110 Office Expense | | | | 25 | 25 | | |
| 61200 Postage | | | | 25 | 25 | | |
| 62000 Professional | - | 15,000 | 22,300 | 65,000 | | 65,000 | |
| 63140 Audit Fee | 6,835 | 6,972 | 7,200 | 7,560 | 7,560 | | |
| 63705 Ama Tri-State Participation | 1,126,295 | 268,392 | 198,708 | 616,037 | | 616,037 | |
| 63710 ANC Management Contract | 328,248 | 500,000 | 500,000 | 500,000 | | 500,000 | |
| 63710 ANC Property Insurance | 41,763 | 50,110 | 46,562 | 60,000 | | 60,000 | |
| 63715 Civic Center Mgmt Contract | 398,004 | 398,004 | 398,004 | 398,004 | | | 398,004 |
| 63900 Event Development | 256,859 | 93,000 | 196,590 | 250,000 | | 250,000 | |
| 78010 Fiscal Agent Fees | 2,800 | 3,045 | 3,355 | 3,400 | 3,400 | | |
| 92060 Civic Center Improv | 69,653 | - | - | 1,865,000 | | | 1,865,000 |
| 92140 Events Debt Service | 877,000 | 484,200 | 894,808 | 780,250 | 780,250 | | |
| **TEXPENSES Total Expenses** | 3,107,457 | 1,818,723 | 2,267,527 | 4,545,301 | 791,260 | 1,491,037 | 2,263,004 |
| Excess of Revenue over Common Expenditures | | | | | 2,392,679 | 1,435,607 | 957,072 |
| Increase (Decrease )in Reserve Balance | | | | (1,205,242) | - | 100,690 | (1,305,932) |
| Ending Reserve Balance | *4,752,265* | *5,330,595* | *6,443,451* | 5,238,209 | 500,000 | 2,289,668 | 2,448,541 |

| 63705 Ama Tri-State Participation | |
|---|---|
| Elevator Inspection | 7,000 |
| HVAC and Other Repairs (ANC) | 50,000 |
| Chain Link Fence Repair | 25,000 |
| New TPO Roof on CEH | 169,750 |
| New TPO Roof on Office | 112,800 |
| Install Fly Ash Base in ANC Cattle Pens | 47,690 |
| Install Fly Ash Base in Cody South Cattle Pens | 24,904 |
| Install Fly Ash Base in West Pens in ANC/Bucking Chutes | 11,400 |
| Install Permanent Concrete Water Troughs in ALL Cattle Pens | 43,000 |
| 480 Volt Electrical Service to the Baxter | 76,493 |
| Paving Repairs | 48,000 |
| - | 616,037 |

YEAR: Fy2021 | 9230 - Amarillo Potter Venue Distric | PERIOD ENDING: FEB
SCENARIO: Dept Req | All Budget Accounts | CURRENCY: USD
FORMAT: Budget WP Format | UNITS: 1

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **Total Revenues** | | | | | |
| **Gross Receipts Business Taxes** | | | | | |
| 30340 Vehicle Rental Tax | 1,046,032 | 783,899 | 850,511 | 931,401 | 931,401 |
| **Hotel Occupancy Tax** | | | | | |
| 30470 Hotel Occupancy Tax | 2,074,748 | 1,559,436 | 1,534,731 | 2,282,742 | 2,242,704 |
| **30469 Hotel Occupancy Tax** | **2,074,748** | **1,559,436** | **1,534,731** | **2,282,742** | **2,242,704** |
| **30400 Gross Receipts Business Taxes** | **3,120,780** | **2,343,335** | **2,385,242** | **3,214,142** | **3,174,105** |
| **Interest Earnings** | | | | | |
| 37110 Interest Income | 96,765 | 53,599 | 67,724 | 9,690 | 9,800 |
| **37109 Interest Earnings** | **96,765** | **53,599** | **67,724** | **9,690** | **9,800** |
| **Miscellaneous Revenue** | | | | | |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 37410 Miscellaneous Revenue | 106,479 | 120 | 178,395 | 156,516 | 156,120 |

| [Entity] - Budget Detail Desc. | *Note* | Total |
|---|---|---|
| [92310] - CMSA | | 78,000 |
| [92310] - USTPA | | 78,000 |
| Total | | 156,000 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **37400 Miscellaneous Revenue** | **106,479** | **120** | **178,395** | **156,516** | **156,120** |
| **TREVENUE Total Revenues** | **3,324,024** | **2,397,054** | **2,631,361** | **3,380,348** | **3,340,025** |
| **Supplies** | | | | | |
| 51110 Office Expense | 0 | 0 | 25 | 0 | 25 |
| **51000 Supplies** | **0** | **0** | **25** | **0** | **25** |
| **Contractual Services** | | | | | |
| 61200 Postage | 0 | 0 | 25 | 0 | 25 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 62000 Professional | 0 | 15,000 | 150,000 | 22,300 | 65,000 |

| [Entity] - Budget Detail Desc. | Note | Total |
|---|---|---|
| [92310] - Master Plan Consultant Fees | | 50,000 |
| [92310] - CMSA Trust Fund Application | | 7,500 |
| [92310] - USTPA Trust Fund Application | | 7,500 |
| Total | | 65,000 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 63140 Audit Fee | 6,835 | 6,972 | 7,200 | 7,200 | 7,560 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 63705 Ama Tri-State Participation | 1,126,296 | 268,392 | 239,130 | 198,708 | 616,037 |

| [Entity] - Budget Detail Desc. | Note | Total |
|---|---|---|
| [92310] - Elevator Inspection | | 7,000 |
| [92310] - HVAC & Other Repairs (ANC) | | 50,000 |
| [92310] - Chain Link Fence Repair | | 25,000 |
| [92310] - New TPO Roof on CEH | | 169,750 |
| [92310] - New TPO Roof on Office | | 112,800 |
| [92310] - Install Fly Ash Base in ANC Cattle Pens | | 47,690 |
| [92310] - Install Fly Ash Base in Cody South Cattle Pens | | 24,904 |
| [92310] - Install Fly Ash Base in West Pens in ANC/Bucking Chutes | | 11,400 |
| [92310] - Install Permanent Concrete Water Troughs in ALL Cattle Pens | | 43,000 |
| [92310] - 480 Volt Electrical Service to the Baxter | | 76,493 |
| [92310] - Paving Repairs | | 48,000 |
| Total | | 616,037 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 63710 ANC Management Contract | 370,011 | 550,110 | 560,000 | 546,562 | 560,000 |

| [Entity] - Budget Detail Desc. | Note | Total |
|---|---|---|
| [92310] - ANC Management Contract | | 500,000 |
| [92310] - ANC Insurance | | 60,000 |
| Total | | 560,000 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 63715 Civic Center Mgmt Contract | 398,004 | 398,004 | 398,004 | 398,004 | 398,004 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 63900 Event Development | 256,859 | 93,000 | 200,000 | 196,590 | 250,000 |

| [Entity] - Budget Detail Desc. | *Note* | Total |
|---|---|---|
| [92310] - CMSA Shooters | | 20,000 |
| [92310] - CBT Productions-Barrel Racing (Summer Dash) | | 5,000 |
| [92310] - Other | | 63,500 |
| [92310] - USTPA Finals | | 35,000 |
| [92310] - CBT Productions-Race 4 Cash | | 2,500 |
| [92310] - Tri-State High School Rodeo | | 5,000 |
| [92310] - STTA Gymnastics | | 5,000 |
| [92310] - CBT Productions-Barrel Racing (Christmas Cash) | | 5,000 |
| [92310] - Potter Co. Jr. Livestock Show | | 2,000 |
| [92310] - Hope & Healing Team Roping | | 7,000 |
| [92310] - National Ranch & Stock Horse Championship | | 5,000 |
| [92310] - Heritage Days Classic | | 15,000 |
| [92310] - AKC Agility | | 2,500 |
| [92310] - Coors Cowboy Club Ranch Rodeo | | 10,000 |
| [92310] - Koben Puckett Invitational PBR | | 10,000 |
| [92310] - Stock Horse Show of TX Horse Show | | 5,000 |
| [92310] - PQHA-Boom Circuit | | 2,500 |
| [92310] - West Texas Futurity | | 40,000 |
| [92310] - Cycle City Kicker Enduracross Finals | | 10,000 |
| Total | | 250,000 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **60000 Contractual Services** | **2,158,005** | **1,331,478** | **1,554,359** | **1,369,364** | **1,896,626** |
| **Other Charges** | | | | | |
| 76000 Depreciation | 630,888 | 631,748 | 628,605 | 669,273 | 631,373 |
| 78010 Fiscal Agent Fees | 2,800 | 3,045 | 3,400 | 3,355 | 3,400 |
| **70000 Other Charges** | **633,688** | **634,793** | **632,005** | **672,628** | **634,773** |
| **Operating Transfers** | | | | | |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 92060 Civic Center Improv | 69,653 | 0 | 0 | 0 | 1,865,000 |

| [Entity] - Budget Detail Desc. | *Note* | Total |
|---|---|---|
| [92310] - Heritage Air Wall Replacement | | 1,800,000 |
| [92310] - Dance Floor Replacement | | 65,000 |
| Total | | 1,865,000 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 92140 Events Debt Service | 877,000 | 484,200 | 862,165 | 862,165 | 780,250 |

| [Entity] - Budget Detail Desc. | *Note* | Total |
|---|---|---|
| [92310] - 2021 Refunding | | 519,150 |
| [92310] - 2016 Refunding | | 261,100 |
| Total | | 780,250 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **92000 Operating Transfers** | **946,653** | **484,200** | **862,165** | **862,165** | **2,645,250** |
| **TEXPENSES Total Expenses** | **3,738,346** | **2,450,470** | **3,048,554** | **2,904,157** | **5,176,674** |

YEAR: Fy2021 | 9240 - Events District Debt Service | PERIOD ENDING: FEB

SCENARIO: Dept Req | All Budget Accounts | CURRENCY: USD

FORMAT: Budget WP Format | UNITS: 1

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **Total Revenues** | | | | | |
| **Interest Earnings** | | | | | |
| 37110 Interest Income | 17,523 | 5,355 | 5,400 | 34 | 34 |
| **37109 Interest Earnings** | **17,523** | **5,355** | **5,400** | **34** | **34** |
| **Operating Transfers In** | | | | | |
| 39590 Tsf In Fr Venue Dist | 877,000 | 484,200 | 862,165 | 862,165 | 780,250 |
| **39100 Operating Transfers In** | **877,000** | **484,200** | **862,165** | **862,165** | **780,250** |
| **TREVENUE Total Revenues** | **894,523** | **489,555** | **867,565** | **862,199** | **780,284** |

**Debt Service**

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 89100 Bond Principal Payments | 505,000 | 525,000 | 540,000 | 540,000 | 535,000 |

| [Entity] - Budget Detail Desc. | *Note* | Total |
|---|---|---|
| [92400] - 2021 Ref | | 420,000 |
| [92400] - 2016 Ref | | 115,000 |
| Total | | 535,000 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| 89200 Bond Interest Payments | 359,679 | 341,248 | 322,165 | 354,808 | 245,248 |

| [Entity] - Budget Detail Desc. | *Note* | Total |
|---|---|---|
| [92400] - 2021 Ref | | 99,148 |
| [92400] - 2016 Ref | | 146,100 |
| Total | | 245,248 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **89000 Debt Service** | **864,679** | **866,248** | **862,165** | **894,808** | **780,248** |
| **TEXPENSES Total Expenses** | 864,679 | 866,248 | 862,165 | 894,808 | 780,248 |

F

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development and Redevelopment |

| | | | |
|---|---|---|---|
| **Department** | Planning | **Contact Person** | Andrew Freeman, Assistant City Manager |

**Agenda Caption**

RESOLUTION – AUTHORIZING THE CENTER CITY TAX INCREMENT REINVESTMENT ZONE NUMBER ONE 2021/2022 FISCAL YEAR BUDGET:

This resolution approves the 2021/2022 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors.

**Agenda Item Summary**

This resolution approves the 2021/2022 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One.

**Requested Action**

Council consideration and approval of the resolution.

**Funding Summary**

N/A

**Community Engagement Summary**

The 2021/2022 fiscal year budget has been reviewed and approved for Council consideration at the August 12, 2021 Tax Increment Reinvestment Zone Number One board meeting.

**Staff Recommendation**

Staff recommendation is to approve the 2021/2022 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One.

09/01/2021 BSM

RESOLUTION NO. 09-14-21-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 1, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1, 2021, TO SEPTEMBER 30, 2022.

---

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

WHEREAS, a budget for the fiscal year October 1, 2021, to September 30, 2022, has been prepared under the direction of the Board of Directors of said Zone as required by law; and

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

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

SECTION 1. That the budget as filed, together with any amendments made in public meetings, for the Tax Increment Reinvestment Zone No. 1 for the fiscal year October 1, 2021, to September 30, 2022, be and the same is hereby approved, adopted and ratified together with any amendments made in public meeting at which it is considered.

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

INTRODUCED AND PASSED by the City Council on the 14th day of September, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney

**9270 - TIRZ #1**

| **Budget 2021/22** | **Approved Budget 2020/21** | **Revised Estimate 2019/20** | **Proposed Budget 2021/22** |
|---|---|---|---|
| **Beginning Cash** | **929,256** | **952,673** | **1,003,332** |
| **Revenue** | | | |
| **Potter County** | 775,167 | 761,232 | 776,508 |
| **City of Amarillo** | 428,762 | 439,036 | 447,498 |
| **Amarillo College** | 251,384 | 252,049 | 256,907 |
| **Panhandle Groundwater District** | 10,601 | 11,275 | 11,501 |
| 30310 TIRZ Participation | 1,465,914 | 1,463,592 | 1,492,414 |
| 37109 Interest Earnings | 11,900 | 3,000 | 3,000 |
| Other Income | | | |
| TREVENUE Total Revenues | 1,477,814 | 1,466,592 | 1,495,414 |
| **Expenditures** | | | |
| 51110 Office Expense | 400 | - | 400 |
| 61200 Postage | | | |
| 61300 Advertising | 375 | - | 375 |
| 61400 Dues | 850 | - | 850 |
| 62000 Professional | 16,000 | - | 30,000 |
| 63140 Audit Fee | 3,825 | 3,785 | 3,974 |
| 63455 Community Projects | 100,000 | 100,000 | 100,000 |
| 63455 Community Projects - Way Finding | 400,000 | 400,000 | |
| 63455 Community Projects - Gateway Arches | | | 210,000 |
| 63455 Community Projects - FBSW Agreement | | | 10,000 |
| 63500 Center City Inc. | 100,000 | 100,000 | 150,000 |
| 74000 Printing and Binding | 250 | - | 250 |
| 75100 Travel | 2,500 | - | 2,500 |
| 75300 Meals and Local | 1,550 | 600 | 1,550 |
| 77215 Tax Refund - Courtyard by Marriott | 66,617 | 66,520 | 90,273 |
| 77215 Tax Refund - Toot 'n Totum | 7,615 | 7,604 | 7,546 |
| 77215 Tax Refund - 10th Avenue Lofts | 4,529 | 4,523 | 4,530 |
| 77215 Tax Refund - Double R Lofts | 22,702 | 22,668 | 24,688 |
| 77215 Tax Refund - SPS | 229,289 | 228,952 | 233,183 |
| 77215 Tax Refund - Embassy Suites | 172,771 | 172,517 | 144,887 |
| 77215 Tax Refund - Firestone | 10,006 | 9,992 | 10,263 |
| 77215 Tax Refund - Woolworth | 14,580 | 14,559 | 14,359 |
| 77215 Tax Refund - Levine's | 20,744 | 20,713 | 20,457 |
| 77215 Tax Refund - Dubs Development | 12,316 | 12,850 | 13,604 |
| 77215 Tax Refund - FBSW Tower Residential | | | 9,778 |
| 91000 Loan to Outside Entity | | | |
| 92170 Trfr to Debt Service | 176,845 | 140,575 | 137,250 |
| Debt Service on loan from the City ($1.85 million) | 110,076 | 110,076 | 110,076 |
| **Total Recurring Expenses** | 1,473,840 | 1,415,933 | 1,330,792 |
| **Ending Cash** | **933,230** | **1,003,332** | **1,167,954** |
| ***Targeted Fund Balance*** | | | |
| *90 days operating reserve* | | | 270,867 |
| *One year's debt service* | | | 247,326 |
| *Targeted Fund Balance* | | | 518,193 |

| **Available Funds at 9/30/2019** | |
|---|---|
| Cash and investments | 1,527,277 |
| Accrued interest receivable & A/R | 12,464 |
| Liabilities | (11,968) |
| Outstanding Projects | |
| Wayfinding | (275,100) |
| 800 S. Harrison (WT Community Project 17/18) | (50,000) |
| 701 S Taylor (18/19 Community Projects) | (50,000) |
| 600 S. Tyler FBSW Tower Residential Project (Comn | (150,000) |
| 701 SE 10th (Center City Main Street FY19/20) | (50,000) |
| | 952,673 |

| YEAR: Fy2021 | 92710 - TIRZ #1 Rev & Exp | PERIOD ENDING: FEB |
|---|---|---|
| SCENARIO: Dept Req | All Budget Accounts | CURRENCY: USD |
| FORMAT: Budget WP Format | | UNITS: 1 |

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **Total Revenues** | | | | | |
| **Ad Valorem Tax Collections** | | | | | |
| **Current Year's Levy** | | | | | |
| 30310 Collec Potter County As | 973,620 | 1,339,763 | 1,465,914 | 1,463,592 | 1,492,414 |
| **30300 Current Year's Levy** | **973,620** | **1,339,763** | **1,465,914** | **1,463,592** | **1,492,414** |
| **30200 Ad Valorem Tax Collections** | **973,620** | **1,339,763** | **1,465,914** | **1,463,592** | **1,492,414** |
| **Interest Earnings** | | | | | |
| 37110 Interest Income | 94,074 | 80,243 | 11,900 | 3,000 | 3,000 |
| **37109 Interest Earnings** | **94,074** | **80,243** | **11,900** | **3,000** | **3,000** |
| **Miscellaneous Revenue** | | | | | |
| 37410 Miscellaneous Revenue | 0 | 74,448 | 0 | 0 | 0 |
| **37400 Miscellaneous Revenue** | **0** | **74,448** | **0** | **0** | **0** |
| **TREVENUE Total Revenues** | **1,067,694** | **1,494,454** | **1,477,814** | **1,466,592** | **1,495,414** |
| **Supplies** | | | | | |
| 51110 Office Expense | 0 | 0 | 400 | 0 | 400 |
| **51000 Supplies** | **0** | **0** | **400** | **0** | **400** |
| **Contractual Services** | | | | | |
| 61300 Advertising | 0 | 0 | 375 | 0 | 375 |
| 61400 Dues | 0 | 0 | 850 | 0 | 850 |
| 62000 Professional | 0 | 0 | 16,000 | 0 | 30,000 |
| 63140 Audit Fee | 3,640 | 3,710 | 3,825 | 3,785 | 3,974 |
| 63455 Community Projects | 50,000 | 74,448 | 500,000 | 500,000 | 320,000 |
| 63500 Center City Inc. | 22,283 | 100,000 | 100,000 | 100,000 | 150,000 |
| **60000 Contractual Services** | **75,923** | **178,158** | **621,050** | **603,785** | **505,199** |
| **Other Charges** | | | | | |
| 74000 Printing and Binding | 0 | 0 | 250 | 0 | 250 |
| 75100 Travel | 0 | 0 | 2,500 | 0 | 2,500 |
| 75300 Meals and Local | 654 | 297 | 1,550 | 600 | 1,550 |
| 77215 Tax Payments on Leased L | 480,540 | 544,884 | 561,169 | 560,897 | 573,567 |
| **70000 Other Charges** | **481,194** | **545,181** | **565,469** | **561,497** | **577,867** |
| **Debt Service** | | | | | |
| 89200 Bond Interest Payments | 50,792 | 48,687 | 110,076 | 110,076 | 110,076 |
| **89000 Debt Service** | **50,792** | **48,687** | **110,076** | **110,076** | **110,076** |
| **Inter Reimbursements** | | | | | |
| 91000 Loan to Outside Entity | 16,694 | 17,319 | 0 | 0 | 0 |
| **90000 Inter Reimbursements** | **65,859** | **68,326** | **0** | **0** | **0** |
| **Operating Transfers** | | | | | |
| 92130 General Construction | 385,000 | 0 | 0 | 0 | 0 |
| 92170 Trsf to Debt Service | 169,555 | 157,638 | 176,845 | 140,575 | 137,250 |
| **92000 Operating Transfers** | **554,555** | **157,638** | **176,845** | **140,575** | **137,250** |
| **TEXPENSES Total Expenses** | **1,228,323** | **997,989** | **1,473,839** | **1,415,933** | **1,330,791** |

G

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Pillar** | Economic Development and Redevelopment |

| | | | |
|---|---|---|---|
| **Department** | Planning | **Contact Person** | Andrew Freeman, Assistant City Manager |

**Agenda Caption**

RESOLUTION – AUTHORIZING THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO (EAST GATEWAY TIRZ) 2021/2022 FISCAL YEAR BUDGET:

This resolution approves the 2021/2022 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ). This budget is recommended for approval by the TIRZ #2 Board of Directors.

**Agenda Item Summary**

This resolution approves the 2021/2022 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ).

**Requested Action**

Council consideration and approval of the resolution.

**Funding Summary**

N/A

**Community Engagement Summary**

The 2021/2022 fiscal year budget has been reviewed and approved for Council consideration at the August 26, 2021 Tax Increment Reinvestment Zone Number Two board meeting.

**Staff Recommendation**

Staff recommendation is to approve the 2021/2022 fiscal year budget for the Tax Increment Reinvestment Zone Number Two (East Gateway TIRZ).

09/01/2021 BSM_____

RESOLUTION NO. 09-14-21-3

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL: ADOPTING THE BUDGET OF THE TAX INCREMENT REINVESTMENT ZONE NO. 2, CITY OF AMARILLO FOR THE FISCAL YEAR OCTOBER 1, 2021, TO SEPTEMBER 30, 2022.

---

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

WHEREAS, a budget for the fiscal year October 1, 2021, to September 30, 2022, has been prepared under the direction of the Board of Directors of said Zone as required by law; and

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

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

SECTION 1. That the budget as filed, together with any amendments made in public meetings, for the Tax Increment Reinvestment Zone No. 2 for the fiscal year October 1, 2021, to September 30, 2022, be and the same is hereby approved, adopted and ratified together with any amendments made in public meeting at which it is considered.

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

INTRODUCED AND PASSED by the City Council on the 14th day of September 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____
Bryan McWilliams, City Attorney

## 9271 - TIRZ #2 Rev & Exp
## Budget for Fiscal Year 2021/2022

| | Approved Budget 2020/21 | Revised Estimate 2020/21 | Proposed Budget 2021/22 |
|---|---|---|---|
| **AVAILABLE FUNDS, beginning of year** | **$ 154,349** | **$ 163,036** | **$ 331,811** |
| **Revenues** | | | |
| **Potter County** | 117,346 | 115,237 | 130,153 |
| **City of Amarillo** | 64,906 | 66,461 | 74,682 |
| **Amarillo College** | 38,054 | 38,155 | 42,875 |
| **Panhandle Groundwater District** | 1,605 | 1,707 | 1,928 |
| **30310 Total TIRZ Participation Revenue** | 221,911 | 221,560 | 249,638 |
| 37109 Interest Earnings | - | - | - |
| **TOTAL REVENUES** | 221,911 | 221,560 | 249,638 |
| **Expenditures** | | | |
| 51110 Office Expense | 400 | - | 400 |
| 61200 Postage | - | - | - |
| 61300 Advertising | 375 | - | 375 |
| 61400 Dues | 850 | - | 850 |
| 62000 Professional | 64,600 | 48,500 | 64,600 |
| 63140 Audit Fee | 3,821 | 3,785 | 3,974 |
| 63455 Community Projects | - | - | - |
| 74000 Printing and Binding | 250 | - | 250 |
| 75100 Travel | 10,000 | - | 10,000 |
| 75300 Meals and Local | 1,550 | 500 | 1,550 |
| 77215 Tax Refunds | - | - | - |
| **TOTAL EXPENDITURES** | 81,846 | 52,785 | 81,999 |
| **AVAILABLE FUNDS, end of year** | **$ 294,414** | **$ 331,811** | **$ 499,450** |
| ***Targeted Fund Balance*** | | | |
| *90 days operating reserve* | | | $ 20,500 |
| *One year's debt service* | | | - |
| *Targeted Fund Balance* | | | $ 20,500 |
| **Available Funds at 9/30/2020** | | | |
| Cash and investments | $ 163,036 | | |
| Accrued interest receivable | - | | |
| Liabilities | - | | |
| | $ 163,036 | | |

YEAR: Fy2021 | 92711 - Tax Increment Reinvestment #2 | PERIOD ENDING: FEB
SCENARIO: Dept Req | All Budget Accounts | CURRENCY: USD
FORMAT: Budget WP Format | UNITS: 1

| Description | Actual 2018 | Actual 2019 | Budget 2020 | RevEst 2020 | Dept Req 2021 |
|---|---|---|---|---|---|
| **Total Revenues** | | | | | |
| **Ad Valorem Tax Collections** | | | | | |
| **Current Year's Levy** | | | | | |
| 30310 Collec Potter County As | 102,735 | 157,676 | 221,911 | 221,560 | 249,638 |
| **30300 Current Year's Levy** | **102,735** | **157,676** | **221,911** | **221,560** | **249,638** |
| **30200 Ad Valorem Tax Collections** | **102,735** | **157,676** | **221,911** | **221,560** | **249,638** |
| **TREVENUE Total Revenues** | **102,735** | **157,676** | **221,911** | **221,560** | **249,638** |
| **Supplies** | | | | | |
| 51110 Office Expense | 0 | 0 | 400 | 0 | 400 |
| **51000 Supplies** | **0** | **0** | **400** | **0** | **400** |
| **Contractual Services** | | | | | |
| 61300 Advertising | 0 | 0 | 375 | 0 | 375 |
| 61400 Dues | 0 | 0 | 850 | 0 | 850 |
| 62000 Professional | 49,239 | 56,117 | 64,600 | 48,500 | 64,600 |
| 63140 Audit Fee | 3,640 | 3,710 | 3,821 | 3,785 | 3,974 |
| **60000 Contractual Services** | **52,879** | **59,827** | **69,646** | **52,285** | **69,799** |
| **Other Charges** | | | | | |
| 74000 Printing and Binding | 0 | 0 | 250 | 0 | 250 |
| 75100 Travel | 3,246 | 0 | 10,000 | 0 | 10,000 |
| 75300 Meals and Local | 1,449 | 546 | 1,550 | 500 | 1,550 |
| **70000 Other Charges** | **4,695** | **546** | **11,800** | **500** | **11,800** |
| **TEXPENSES Total Expenses** | 57,574 | 60,373 | 81,846 | 52,785 | 81,999 |

# CITY OF AMARILLO TIRZ #2

The 2021 appraised values were finalized and approved by the Appraisal Review Board on July 12, 2021, for Randall County and on July 13, 2021, for Potter County.

**AMENDED**
**CERTIFICATION BY THE CHIEF APPRAISER**
**POTTER-RANDALL APPRAISAL DISTRICT**

**STATE OF TEXAS §**
**COUNTY OF POTTER §**
**COUNTY OF RANDALL §**

I, Jeffrey Dagley, the Chief Appraiser of the Potter-Randall Appraisal District do solemnly swear that I have made or caused to be made a diligent inquiry to ascertain all property in the district subject to appraisal by me and that I have included in the records all property that I am aware of, and further that the values established for each item of real and personal property is true and correct valuation thereof, and that such values are fair and in equalization as required by the Constitution and laws of the State of Texas, and that such valuations were made in the manner required by law. I hereby find said values as attached to be correct and the same are hereby certified.

Jeffrey Dagley, Chief Appraiser
Potter-Randall Appraisal District

SUBSCRIBED AND SWORN BEFORE me this 19th day of August 2021.

Alexandra Chavez
NOTARY ID# 12396161-3
STATE OF TEXAS
MY COMMISSION EXPIRES
Aug 20, 2025

Alexandra Chavez
Notary Public, State of Texas

**Information necessary in the calculation of an effective tax rate for 2021:**

| | |
|---|---|
| **Original Base Taxable Value (2016)** | **$ 39,981,487** |
| **Expansion of Boundaries (2020)** | **$ 1,449,568** |
| **New Base Taxable Value (2020)** | **$ 41,431,055** |
| **Total 2021 Taxable Value** | **$ 63,432,141** |
| **Total 2021 Taxable Value of New Improvements** | **$ 2,895,847** |

H

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development |
| **Department** | City Manager | | |
| **Contact** | Laura Storrs, Assistant City Manager | | |

**Agenda Caption**

RESOLUTION – AUTHORIZING EXPENDITURES OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITOR BUREAU FOR THE 2021/2022 FISCAL YEAR
(Kashion Smith, Executive Director)
This resolution approves the 2021/2022 Budget for the Convention and Visitor Bureau which is funded through a tax levied upon hotel occupancy.

**Agenda Item Summary**

This resolution approves the 2021/2022 budget for the Amarillo Convention and Visitor Bureau. The City of Amarillo levies a tax on hotel occupancy, authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for the City.

**Requested Action**

Council consideration and approval of the resolution authorizing expenditures of hotel occupancy tax revenue by the Amarillo Convention and Visitor Bureau 2021/2022 fiscal year.

**Funding Summary**

N/A

**Community Engagement Summary**

The 2021/22 fiscal year budget has been reviewed and approved for Council consideration at the August 25, 2021 Amarillo Convention and Visitor Council Board meeting.

**Staff Recommendation**

Staff recommendation is to approve the 2021/2022 fiscal year budget for the Amarillo Convention and Visitor Bureau for the fiscal year October 1, 2021 to September 30, 2022.

09/01/21 BSM

RESOLUTION NO. 09-14-21-4

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITORS BUREAU, INC. FOR THE FISCAL YEAR OCTOBER 1, 2021 TO SEPTEMBER 30, 2022.

---

WHEREAS, the City of Amarillo desires to promote tourism and conventions for visitors to the City of Amarillo, and cultural events for the citizens of this City; and

WHEREAS, the City of Amarillo levies a tax upon hotel and motel room occupancy within the City as authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for the City; and

WHEREAS, the Amarillo Convention and Visitor Bureau, Inc. is an organization that, among other things, promotes such activities referred to above; and

WHEREAS, the Amarillo Convention and Visitor Bureau proposed a budget for fiscal year October 1, 2021 - September 30, 2022, and it has been filed with the City Secretary of the City of Amarillo; and

WHEREAS, after considering the proposed expenditures, other financial considerations, and public comments, the City Council finds that the proposed budget promotes tourism and the convention and hotel industry in the manner required by state law, and that same should be approved;

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

SECTION 1. That the budget as filed, together with any amendments made in public meeting, for the Amarillo Convention and Visitor Bureau, Inc. for the expenditure of hotel/motel occupancy tax for the fiscal year October 1, 2021, to September 30, 2022, be and the same is hereby approved, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 14th day of September, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams, City Attorney



**Amarillo Convention and Visitors Bureau**
**2021.22 Budget Proposal**

| Revenue | | |
|---|---|---|
| Contract Income | | |
| 36520 Contract Income | $ | 1,284,780.00 |
| Interest Earnings | | |
| 37110 Interest Income | $ | 2,246.00 |
| Miscellaneaous Revenue | | |
| 37410 Miscellaneous Revenue | $ | 11,600.00 |
| **TREVENUE Total Revenues** | **$** | **1,298,626.00** |

| Personal Services | | |
|---|---|---|
| 95600-41000 Salaries & Wages | $ | 466,000.00 |
| 95600-41620 Unscheduled | $ | 1,500.00 |
| 95600-41860 Chamber Health | $ | 75,600.00 |
| 95600-41870 Chamber Long Term Care | $ | 1,000.00 |
| 95600-42010 Social Security - Medicare | $ | 5,500.00 |
| 95600-42020 Social Security - OASDI | $ | 26,000.00 |
| 95600-42135 Chamber Retirement | $ | 47,400.00 |
| 95600-42300 State Unemployment | $ | 2,000.00 |
| 95600-42310 Federal Unemployment | $ | 200.00 |
| 95600-42400 Workers Compensation | $ | 1,800.00 |
| 95600-51110 Office Expense | $ | 5,000.00 |
| 95600-61200 Postage | $ | 7,000.00 |
| 95600-63140 Audit Fee | $ | 10,000.00 |
| 95600-69100 Rental Land & Buildings | $ | 15,600.00 |
| 95600-69310 Vehicle Lease | $ | 9,000.00 |
| 95600-75200 Mileage | $ | 3,000.00 |
| 95600-78465 City Services | $ | 40,000.00 |
| **Personal Services Totals** | **$** | **716,600.00** |

| 95605 Communications | | |
|---|---|---|
| 95605-78570 FAM/Site Visits | $ | 500.00 |
| 95605-78980 Sales Tools | $ | 30,000.00 |
| 95605-79160 Photography | $ | 500.00 |
| **Communications Total** | **$** | **31,000.00** |

| 95610 Convention Development | | |
|---|---|---|
| 95610-78570 FAM/Site Visits | $ | 6,000.00 |

| | | |
|---|---|---|
| 95610-78580 Community Awareness | $ | 2,000.00 |
| 95610-78640 Trade Organizations/Shows | $ | 22,245.00 |
| 95610-78980 Sales Tools | $ | 12,632.00 |
| 95610-79080 Sales Presentations | $ | 3,000.00 |
| 95610-79090 Specialty Advertising | $ | 5,250.00 |
| 95610-79410 Sales Calls | $ | 3,500.00 |
| **Convention Development Total** | **$** | **54,627.00** |

| 95615 Convention Services | | |
|---|---|---|
| 95615-78570 FAM/Site Visits | $ | 8,000.00 |
| 95615-78580 Community Awareness | $ | 200.00 |
| 95615-78600 Professional Organizations | $ | 3,600.00 |
| 95615-79090 Specialty Advertising | $ | 17,000.00 |
| 95615-79110 Financial Assistance | $ | 25,000.00 |
| 95615-79320 Transporation | $ | 3,000.00 |
| **Convention Services Total** | **$** | **56,800.00** |

| 95620 Tourism | | |
|---|---|---|
| 95620-78570 FAM/Site Visits | $ | 14,000.00 |
| 95620-78580 Community Awareness | $ | 500.00 |
| 95620-78600 Professional Organizations | $ | 13,355.00 |
| 95620-78640 Trade Organizations/Shows | $ | 6,650.00 |
| 95620-78650 Consumer Shows | $ | 3,000.00 |
| 95620-78680 IPW | $ | 6,000.00 |
| 95620-78740 National Tourism Week | $ | 1,000.00 |
| 95620-78960 MISC Meetings | $ | 1,000.00 |
| 95620-78970 Tour Development | $ | 390.00 |
| 95620-79090 Specialty Advertising | $ | 1,300.00 |
| 95620-79170 Literature | $ | 1,200.00 |
| 95620-79190 Certified Display | $ | 2,000.00 |
| 95620-79410 Sales Calls | $ | 500.00 |
| **Tourism Total** | **$** | **50,895.00** |

| 95630 Arts | | |
|---|---|---|
| 95630-79020 Community Relations | $ | 1,000.00 |
| **Arts Total** | **$** | **1,000.00** |

| 95635 Advertising | | |
|---|---|---|
| 95635-78580 Community Awareness | $ | 350.00 |
| 95635-79230 Advertising | $ | 236,065.00 |
| **Advertising Total** | **$** | **236,415.00** |

| 95640 Special Projects | | |
|---|---|---|
| Sponsorships | $ | 2,500.00 |
| Projects | $ | 4,000.00 |
| **Special Projects Total** | **$** | **6,500.00** |

| 95645 Professional Organizations | | |
|---|---|---|
| 95645-51700 Education | $ | 250.00 |
| 95645-78600 Professional Organizations | $ | 7,450.00 |
| **Professional Organizations Total** | **$** | **7,700.00** |

| 95650 Software and Hardware | | |
|---|---|---|
| 51970 Software | $ | 106,470.00 |
| 52300 Unassigned | $ | 12,000.00 |
| 61100 Communications Billing | $ | 16,000.00 |
| 68680 Other Equipment | $ | 2,000.00 |
| **Software and Hardware Total** | **$** | **136,470.00** |

I

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Infrastructure Initiative / Best Practices / Customer Service |
| **Department** | Public Works - Fleet Services Division | | |
| **Contact** | Donny Hooper, Director of Public Works | | |

**Agenda Caption**

**Consider: Lease – Landfill Motorgrader**:

Awarded using Buy Board Contract #517-19 to:
Warren Cat /Caterpillar Financial **$6,273.50 per month**

Total Award based on 60 month lease **$376,410.00**

Purchase Option at end of Lease $122,640.00, total obligation if option used $499,050.00

**Agenda Item Summary**

Scheduled replacement of unit 7624, 2013 Volvo Landfill Motorgrader. New equipment will be leased for a sixty (60) month period with full service factory recommended service and all repairs under normal usage, including full machine 5yr - 10,000 hour warranty. Lease does not include fuel. Equipment will be used at City of Amarillo Landfill for daily operational requirements under TCEQ permits

**Requested Action**

Consider approval of the award for Lease of Landfill Motorgrader..

**Funding Summary**

Fleet Services Equipment Fund , account 61120.69220 request total award $376,410.00.00
Funding through departmental rental account 61120.34910. Fund revenue per year $91,773.96, revenue for term of lease $457,219.80

**Community Engagement Summary**

Recommended vendor is a local company.

**Staff Recommendation**

City Staff recommends approval.

J

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Infrastructure Initiative / Best Practices / Customer Service |
| **Department** | Public Works - Fleet Services Division | | |
| **Contact** | Donny Hooper, Director of Public Works | | |

**Agenda Caption**

**Consider : Lease – Landfill D6-Dozer**:

Awarded using Buy Board Contract #517-19 to:
Warren Cat /Caterpillar Financial **$9,303.63 per month**

Total Award based on 60 month lease **$558,217.80.00**

Purchase Option at end of Lease $145,320.00, total obligation if option used $703,537.80

**Agenda Item Summary**

Scheduled replacement of unit 7613, 2011 Caterpillar D6 Dozer. New equipment will be leased for a sixty (60) month period with full service factory recommended service and all repairs under normal usage, including full machine 5yr - 10,000 hour warranty. Lease does not include fuel. Equipment will be used at City of Amarillo Landfill for daily operational requirements under Texas Commission on Environmental Quality (TCEQ) permits.

**Requested Action**

Consider approval of the award for Lease of Landfill Motorgrader..

**Funding Summary**

Fleet Services Equipment Fund , account 61120.69220 request total award $558,217.80
Funding through departmental rental account 61120.34910. Fund revenue per year $142,133.76, revenue for term of lease $703,537.80.

**Community Engagement Summary**

Recommended vendor is a local company.

**Staff Recommendation**

City Staff recommends approval.

K

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Transportation |
| **Department** | Street / 1420 | | |
| **Contact** | Donny Hooper, Director of Public Works | | |

**Agenda Caption**

CONSIDER AWARD – Bid #7066 Street Division Rock Salt Annual Contract

This item is to consider award of a contract for the purchase of up to 1,000 tons of rock salt, used by the Street Division for de-icing arterial streets and intersections during the fall and winter seasons. Salt Pointe LLC - $92,500.00

**Agenda Item Summary**

Rock salt is used for de-icing arterial streets and intersections throughout the City. This contract allows for the purchase of up to 1,000 tons of rock salt within FY21/22.

**Requested Action**

Consider approval and award to the lowest bidder, Salt Pointe, LLC, in the amount of $92,500.00.

**Funding Summary**

Funding for this item is available in the Street Division Budget 1420.51200 Operating up to $80,000.00. Remaining funds are available in 1420.68300 R & M Improvements. The cost of $92.50 per ton is a 29% decrease from the current contract price of $130.00 per ton. No State or Federal funds will be used for the purchase of this product.

**Community Engagement Summary**

N/A

**Staff Recommendation**

City Staff is recommending approval of this bid.

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Infrastructure Initiative / Best Practices / Customer Service |
| **Department** | Public Works - Fleet Services Division | | |
| **Contact** | Donny Hooper, Director of Public Works | | |

**Agenda Caption**

**Consider: Fleet Parts and Supplies Management Contract**:

Award to: **Catlett Automotive / NAPA IBS** **evaluated pricing: Cost + .095%**
**Annual cost per year not to exceed $1,800,000.00**
Contract life is for 3 years with 2 one-year renewals for total of 5 years

**Agenda Item Summary**

Requested Parts and Supply Management contract to provide Fleet Services Division with in-house parts management maintaining sufficient parts on hand to manage 1150 fleet vehicles ranging from Police, Refuse, Construction, Landfill, Street, Water, and Traffic, multiple support and service vehicles. Contract requires 90% requested on hand and 94% within 2 hours.

Note* This will be the second contract awarded, efficiencies gained are daily fleet availability went from 83% to 93% daily availability, repair request dropped from 16,000 yearly avg to 14,000. Parts on hand allows technician to repair other needs to keep vehicles in service. Contract allowed Fleet to expand PM schedules.

**Requested Action**

Consider approval of Fleet Parts and Supply Management Contract. This contract advertised on RFP 16-21. Three-person committee evaluated independently with selected vender recommended of Catlett Automotive / NAPA IBS.

**Funding Summary**

Fleet Services Division operating budget. Object accounts of 51800 – Oil and Greases, 51200 – Operating, 52050 – Auto Parts, 52120 – Tires and Tubes. Combined available funding of $2,975,000.00.

**Community Engagement Summary**

Recommended vendor is a local company.

**Staff Recommendation**

City Staff recommends approval.

M

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Infrastructure |
| **Department** | Capital Projects & Development Engineering | | |
| **Contact** | Matt Thomas, P.E., City Engineer | | |

**Agenda Caption**

CONSIDER AWARD – BID #7069
JOB # 523200.17400.1040 – BNSF Install Casing near Lift Station 19
Amarillo Utility Contractors, INC. - $338,160.00

Consider approval of the highest rated bidder of the "best value bid" criteria, Amarillo Utility Contractors, INC. - $338,160.00

**Agenda Item Summary**

This item is to consider award of a construction contract for the abandonment of an existing sanitary sewer line and installation of a new sanitary sewer line, with steel casing, underneath BNSF railroad tracks.

**Requested Action**

Consider approval of the highest rated bidder of the "best value bid" criteria, Amarillo Utility Contractors, INC. - $338,160.00.

**Funding Summary**

Funding for this project is available in the Project Budget Number 523200.17400.1040

**Community Engagement Summary**

While the work associated with this construction contract will not interrupt service, the public will be positively impacted from having the continued use of a critical facility.

**Staff Recommendation**

City staff is recommending approval of the construction contract.

N

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Infrastructure |
| **Department** | Capital Projects & Development Engineering | | |
| **Contact** | Matthew Thomas | | |

**Agenda Caption**

CONSIDER AWARD– Bid No. 7074/Project No. 530014 – FY 2017-2021 Community Investment Program: Aeration Basins

Stolz Mechanical Contractors LLC - $1,875,000.00

**Agenda Item Summary**

The project includes upgrades and improvements to the aeration basins at the River Road Water Reclamation Facility, which include new diffusers, thermal mass flow meters, dissolved oxygen probes, and butterfly valves.

**Requested Action**

Consider approval and award to Stolz Mechanical Contractors LLC in the amount of $1,875,000.00.

**Funding Summary**

Funding for this project is available in the Project Budget Number 530014.17400.2040.

**Community Engagement Summary**

This project is located at River Road WRF. The general public will not be affected by this project. Coordination will occur with River Road WRF personnel as the project progresses.

**Staff Recommendation**

City Staff is recommending approval and award of the contract.

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Civic Pride |
| **Department** | Facilities Department | | |
| **Contact** | Jerry Danforth, Facilities Director | | |

**Agenda Caption**

**AWARD – ROOF REPAIR AND REPLACEMENT FOR THE CITY OF AMARILLO SERVICE CENTER NORTH BUILDING**

(Contact: Jerry Danforth, Facilities Director)

Red Oak Roofing DBA Top Notch Foam -- $674,000.00

This award is for the roof repair and replacement for the City of Amarillo Service Center North Building located at 2100 N. Spruce Amarillo, Texas.

**Agenda Item Summary**

This award is for the roofing contract to Red Oak Roofing DBA Top Notch Foam for the roof repair and replacement for the City of Amarillo Service Center North Building located at 2100 N. Spruce Amarillo, Texas.

**Requested Action**

Approval and award of the roofing contract to Red Oak Roofing DBA Top Notch Foam for the amount of $674,000.00

**Funding Summary**

City Job # 411525.17400.1060

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval of contract award to Red Oak Roofing DBA Top Notch Foam for the repair and replacement of the roof on the City of Amarillo Service Center North building.

P

# Amarillo City Council
# Agenda Transmittal Memo

| Meeting Date | September 14, 2021 | Council Priority | N/A |
|---|---|---|---|

| Department | Information Technology |
|---|---|

**Agenda Caption**

CONSIDER AWARD – INFORMATION TECHNOLOGY SECURITY MAINTENANCE SUBSCRIPTION
(Contact: Missy Tucker, Assistant Director of IT)
Award: Dell Technologies, $224,853.10

This approves renewal of the annual vendor-provided support and maintenance for security systems utilized by the city.

**Agenda Item Summary**

This is a recurring annual agreement to receive support and upgrade entitlements for licenses already and owned by the city.

**Requested Action**

Approval of award to Dell Technologies in the amount of $224,853.10.

**Funding Summary**

Funding is available in Information Technology account 62032.69300.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval of award.

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Fiscal Responsibility |
| **Department** | Various | | |
| **Contact** | Trent Davis – Purchasing Agent | | |

**Agenda Caption**

Award to Officewise/Navajo Office Products in the amount not to exceed $275,000

Office Supplies Annual Contract awarded to Officewise/Navajo Office Products off the TexBuy Purchasing Cooperative RFO #018-001.

**Agenda Item Summary**

Award of Office Supplies to be used by various City Departments in their daily office duties.

**Requested Action**

Consider Approval and award for the Office Supplies Annual Contract

**Funding Summary**

Funding for this award is available in the department's various supply accounts

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends award of this contract

R

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Transportation |
| **Department** | Aviation | | |
| **Contact** | Michael W. Conner, Director of Aviation | | |

**Agenda Caption**

CONSIDER APPROVAL – DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION OTHER TRANSACTION AGREEMENT (OTA) NO. 70T04021T7672N025 in the amount of $1,174,877.15.

**Agenda Item Summary**

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

**Requested Action**

Please approve OTA No. 70T04021T7672N025.

**Funding Summary**

This is a revenue / grant action with 100% reimbursement.

**Community Engagement Summary**

N/A.

**Staff Recommendation**

Airport staff recommends execution of OTA No. 70T04021T7672N025 with the Transportation Security Administration in the amount of $1,174,877.15.

Transportation Security Administration

# OTHER TRANSACTION AGREEMENT

| OTA NUMBER | REQUISITION NUMBER |
|---|---|
| **70T04021T7672N025** | **PR217672A037** |

| ISSUED TO | ISSUED BY |
|---|---|
| AMARILLO, CITY OF<br>P O BOX 1971<br>AMARILLO, TX 79105, US<br><br>**DUNS:** 065032807 | Jacqueline Thring, Contracting Officer<br>Transportation Security Administration<br>6595 Springfield Center Drive<br>Springfield, VA, 20598, US<br>**Email:** Jacqueline.Thring@tsa.dhs.gov |

## PROGRAM TITLE

**Program Office:** Acquisition Program Management (APM)
**Program:** Electronic Baggage Screening Program (EBSP)
**Period of Performance**: 36 months from date of award
**PSC:** C1BE, Architect and Engineering – Construction: Airport Terminals
**NAICS:** 48819

## FISCAL DATA

**Accounting Line:** 2021|5385000B01XXXXDM|F300F310F000|7672080102|T21D170400|251001|61000000|7 672000000|72OAPXXCF4|010103|000000|000000|000000|0|0|0|0
**Obligated Amount:** $1,174,877.15

## PURPOSE

See following pages.

## AUTHORIZED SIGNATURES

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement by their duly authorized officers.

| | |
|---|---|
| _____ _____<br>Signature Date<br><br>_____<br>PRINTED NAME AND TITLE | _____ _____<br>Contracting Officer's Signature Date<br><br>Jacqueline Thring, TSA Contracting Officer<br>PRINTED NAME AND TITLE |

## ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as **"Agreement"** or **"OTA"**) is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as **"TSA"**) and **City of Amarillo** (hereinafter referred to as the **"PROJECT SPONSOR")** relating to the **Rick Husband Amarillo International Airport (AMA) (Airport)**. The **TSA** and the **PROJECT SPONSOR** agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this **Agreement.**

## ARTICLE II – LEGAL AUTHORITY

**TSA** and the **PROJECT SPONSOR** enter into this **Agreement** under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 106(l)(6) and 114(m)(l), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

## ARTICLE III – SCOPE

The purpose of this **Agreement** is to set forth the terms and conditions, as well as establish the respective cost-sharing obligations and responsibilities of the **TSA** and the **PROJECT SPONSOR**, with respect to the construction-related services necessary to implement the Facility Modification for the recapitalization of the main terminal inline system at AMA (hereinafter **"the Project")** submitted by the **PROJECT SPONSOR** and approved by **TSA** (Reference: TSA approval letter dated January 06, 2021) pursuant to the TSA Planning Guidelines and Design Standards (PGDS) version stated in the 100% design submittal documentation[1].

This **Project**, undertaken by the **PROJECT SPONSOR**, involves the modification or construction of the Airport terminal building infrastructure to replace the TSA Explosive Detection Systems (EDS) located within the Checked Baggage Inspection System (CBIS). Terminal modifications include required changes to baggage conveyor components, mechanical, plumbing, electrical, structural, and telecommunications infrastructure to provide for the installation of EDS within the baggage screening area, Explosive Trace Detection (ETD) systems in the Checked Baggage Resolution Areas (CBRA), and applicable CBIS hardware and software for use with a checked baggage in-line baggage screening system. The objective of the **Project** is to enhance Airport security and baggage screening capabilities.

## ARTICLE IV – RESPONSIBILITIES

A. Cost Sharing

1. Capital Costs: The estimated cost of the **Project** (Total Project Cost) relates to the activities to modify the airport terminal building i nfrastructure and the baggage handling system (BHS) to support the installation and operation of the checked baggage screening equipment (hereinafter **"security screening equipment"**). It does not include the costs of acquisition, delivery or installation of the security screening equipment. **TSA** will be

[1] This is available on beta.sam.gov at https://beta.sam.gov/opp/2982dc2e953886ba2f71802b9b46711f/view or upon request to the Contracting Officer.

solely responsible for the acquisition, delivery, installation, and testing of the security screening equipment at the designated **Project** location(s). All work performed by the **PROJECT SPONSOR** pursuant to this **Agreement** shall be accomplished in accordance with the TSA PGDS.

2. The cost of the CBIS-related portion of the **Project** has been determined to be **$1,174,877.15** (CBIS Project Costs). **TSA** agrees to reimburse the **PROJECT SPONSOR** for **one hundred** percent (**100** %) of the allowable, allocable, and reasonable costs of construction for the project, not to exceed a total reimbursement of **$1,174,877.15** (calculated as **100%** of **$1,174,877.15**). **TSA** reimburses **$1.00** for every dollar of allowable, allocable, and reasonable costs submitted by the **PROJECT SPONSOR** for reimbursement up to the **TSA** funded amount of **$1,174,877.15** (TSA Reimbursement Limit).

3. **TSA** will determine allowable and allocable costs in accordance with the DHS Guidance in 2 C.F.R. Part 3002 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards" adopting the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0). **TSA** will reimburse the **PROJECT SPONSOR** on an actual expense basis, supported by one or more invoices submitted by the **PROJECT SPONSOR,** in accordance with Article VIII "Billing Procedure and Payment." The parties understand and agree that all **Project** costs in excess of the **TSA** Reimbursement Limit of **$1,174,877.15,** as well as any costs that are inconsistent with OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the guidance set forth in the TSA PGDS and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0), which discusses TSA Funding of CBIS Project Costs, shall be borne solely by the **PROJECT SPONSOR** unless otherwise agreed to by the **TSA** in a written modification in accordance with this Article (IV) and Article XIV "Changes and/or Modifications." Should the **TSA** reimbursements of **$1,174,877.15**, as adjusted pursuant to Article XIV, represent more than **100%** of the final allowable, allocable, and reasonable **Project** costs, the **PROJECT SPONSOR** will refund TSA sufficient funds such that **TSA**'s total reimbursement will equal no more than **100%** of the final allowable, allocable, and reasonable **Project** costs.

4. All costs requested for reimbursement must satisfy the requirements of OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0). In general, the costs for which **TSA** will provide reimbursement under this **Agreement** are limited to those costs associated with the deliverables in Appendix C as defined in TSA's PGDS. The Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0) provides guidance regarding the reimbursable costs for TSA CBIS Projects.[2]

5. Identification of cost classifications herein does not create any obligation on **TSA's** part beyond the requirements found in OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost

[2] This is available on beta.sam.gov at https://beta.sam.gov/opp/2982dc2e953886ba2f71802b9b46711f/view or upon request to the Contracting Officer.

Principles), TSA's PGDS, and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0).

6. Change Orders are defined as work that is added to or removed post **OTA** award that consequentially adds cost or changes to the scope of the **OTA**. Change orders shall not be considered authorization to exceed **TSA's** Reimbursement Limit. Any changes to the authorized amount shall be submitted by the **PROJECT SPONSOR** to the TSA Contracting Officer's Representative (COR) and TSA Contracting Officer (CO) prior to any work starting. Once the COR and CO have been given advance notice of the impact the Change Order has on the total cost of the Project, if agreed to by **TSA**, the TSA CO will provide written approval to the **PROJECT SPONSOR** via a modification to the **OTA** in accordance with Article XIV. The fully executed modification will provide the **PROJECT SPONSOR** authority to proceed with the work identified in the Change Order. **TSA** will not reimburse the **PROJECT SPONSOR** for any cost incurred for change order work that was not pre-approved by **TSA**. Note: Change Orders for cost increases related to inaccurate as-built design specifications and/or issues that existed and were clearly visible, but not considered in the design plans or construction bids, will not be considered an allowable cost.

7. Change Requests are defined as requests for the utilization of contingency funds that do not add costs or changes to the scope of the **OTA**. Change requests shall not be considered authorization to exceed **TSA's** Reimbursement Limit. Any change requests shall be submitted by the **PROJECT SPONSOR** to the TSA COR prior to any work starting. Once the COR has been given advance notice of the impact the change request has on the Project, if agreed to by **TSA**, the TSA COR will provide written approval to the **PROJECT SPONSOR** to proceed with the work identified in the Change Request. **TSA** will not reimburse the **PROJECT SPONSOR** for any cost incurred for change request work that was not pre-approved by **TSA**. Note: Change Requests for costs related to inaccurate as-built design specifications and/or issues that existed and were clearly visible, but not considered in the design plans or construction bids, will not be considered an allowable cost.

8. Timely invoicing and management of costs is critical to TSA's portfolio management. The specific cost sharing adjustments are outlined in ARTICLE VIII "Billing Procedure and Payment."

B. Project Responsibilities

**i. TSA Responsibilities**

1. Provide the TSA's PGDS.
2. Furnish, deliver, install, and test the security screening equipment, including equipment for the permanent CBIS and for temporary screening, if required.
3. Provide EDS Original Equipment Manufacturer Technical Support Advisory Services to the **PROJECT SPONSOR** regarding installation, integration, networking, and acceptance testing of the EDS units into the BHS.
4. Establish and conduct the Integrated Site Acceptance Testing (ISAT) for the in-line CBIS performance capabilities with joint support from the **PROJECT SPONSOR**.
5. Review and approve ISAT results before the in-line CBIS is certified as ready for operational use.

6. Provide training for Transportation Security Officer personnel on the screening equipment.
7. Evaluate the in-line CBIS in operation for up to thirty (30) days after substantial use begins.
8. Review and consider requested changes submitted by the **PROJECT SPONSOR** to the CBIS design. Any changes in scope or associated costs must be approved in accordance with Article XIV "Changes and/or Modifications".
9. Provide maintenance, repair, and refurbishment to all TSA security screening equipment, including OSR and CBRA viewing stations for alarm resolution, but not ancillary equipment (such as CBRA inspection tables), throughout its life cycle at no cost to the **PROJECT SPONSOR**.

**ii. PROJECT SPONSOR Responsibilities:**

1. Except for the responsibilities of the **TSA**, as outlined above, the **Project** will be managed and overseen by the **PROJECT SPONSOR.** The **PROJECT SPONSOR**, acting through such contractors as it may engage, will provide the engineering and design services, as well as the associated CBIS construction, necessary for successful completion of the **Project.** The **PROJECT SPONSOR** will provide oversight of such contractor(s) to ensure the **Project** conforms to the TSA endorsed design and PGDS criteria and is completed within the prescribed costs and schedule identified and incorporated herein as Appendix A.
2. CBIS designs shall be compliant with all applicable OSHA requirements; adhere to the applicable EDS and ETD installation and integration guide specifications; and shall comply with all applicable Federal, CITY, and local building regulations. Provisions will be made in the CBIS design that will allow **TSA** and its contractors full ingress to and egress from the CBIS area for the installation, operation, testing, maintenance, and repair of the security screening equipment.
3. CBIS designs shall be developed based on up- to- date and accurate as-built architectural specifications. If current specs are not available, it is the sole responsibility of **the PROJECT SPONSOR** to procure and incorporate accurate as-built specs prior to securing a construction contractor.
4. Obtain all necessary construction licenses, insurance permits, and approvals.
5. The **PROJECT SPONSOR** shall deliver a firm EDS delivery schedule to **TSA** no later than 60 days after the construction contract award. This schedule will be reviewed and approved by **TSA** based on OEM EDS delivery schedules. If the **PROJECT** cannot meet the acceptance date, the **PROJECT SPONSOR** will be responsible for the safekeeping of the EDS in a secure and climate controlled environment until such time the system(s) can be installed at the agreed upon site. The **PROJECT SPONSOR** will be solely responsible for any damages and or extra startup costs associated with, or that occur, during this delay.
    - **TSA** requires 180 days to plan for the procurement, manufacture and deployment of EDS. Therefore, the **PROJECT SPONSOR** must communicate this 180-day timeframe to Construction Managers upon construction contract award to be built into the project schedule.
6. The insurance coverage for damage or loss of EDS units and peripherals, while being stored offsite, is the airports responsibility, as the warehouse is required to be bonded and insured.
7. If the building is on airport property and OTA guidelines are followed, the EDS units don't need specific insurance.

8. If the EDS units and peripherals are damaged or suffer loss due to negligence caused by the Project Sponsor or its contractors, the Project Sponsor may be held responsible for damages, repairs, or the cost of replacement.
9. If an act of God damages the EDS units, the airport would not be liable.
10. Ensure the Project site will be ready to accommodate the installation of the EDS units when delivered. Project site preparation includes, but is not limited to, BHS modifications, mechanical, heating, electrical site preparation, including infrastructure to protect electrical or fiber optic cables, environmental controls, and any other airport terminal infrastructure work required to support the operational environment of the EDS and ETD units.
11. Facilitate the installation of the EDS units by providing a clear path during rigging and EDS installation. The rigging path must be able to support the EDS equipment and associated rigging equipment during delivery and provide sufficient space to allow for initial deployment activities (such as uncrating the device).
12. Provide maintenance access space around the equipment so that spare parts may be removed and replaced in accordance with the OEM integration guide.
13. Once installed, provide reasonable measures to protect the security screening equipment from harm, theft, and water intrusion in the screening area.
14. Prior to live operation, it shall be the **PROJECT SPONSOR'S** responsibility to exercise due diligence to protect and insure the EDS equipment from damage due to ongoing construction or weather.
11. The **PROJECT SPONSOR** shall provide for personnel, assistance, equipment, and support services to jointly execute the Test Readiness Review (TRR) and ISAT leading to the commissioning and acceptance of the CBIS. Support will include but will not be limited to:
    a. Providing storage areas for test bag laydown are secure and protected from the elements.
    b. Baggage handlers for test bag staging, induction, and retrieval during testing and commissioning, including personnel and equipment necessary to move test bags between staging and ISAT areas.
    c. Ensuring that representatives of the Baggage Handling System Contractor (BHSC), and System Programmer(s) are on site to run the CBIS during ISAT and resolve deficiencies found during testing.
    d. The **PROJECT SPONSOR** shall provide all escorts necessary to allow the TSA ISAT Team to conduct the ISAT and follow-on live operations run-in period.
    e. Provide **TSA** and their Contractors full and complete versions of the most recent documentation for the Project to include "approved for Construction" sets of the mechanical, electrical, and controls drawings and control descriptions, see Appendix A for details.
12. Perform and bear all costs of the operation, maintenance, and repairs for the airport terminal installed property such as the baggage handling conveyor system, including the conveyors in the baggage screening matrix, heating, air conditioning, electrical, EDS network fiber, and mechanical infrastructure in support of this **Project**. This shall also include all property, which is provided by **TSA** to the airport, and is not listed in the PGDS as TSA's responsibility to maintain.
13. Bear all costs associated with additional ISATs in the event that the initial ISAT results for the **PROJECT** is determined a failure by the OTA COR. **TSA** will provide the **PROJECT SPONSOR** with a detailed description of the areas of noncompliance, and the **PROJECT SPONSOR** will make its best efforts to remedy the ISAT deficiencies defined in the Quick Look Report (QLR). The costs of remediating these findings and all further compliance

testing shall be borne by the **PROJECT SPONSOR.** These costs shall be deducted as actual costs from the **OTA** retainage as detailed in Section C.4 of the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Project Costs Memo (Version 3.0).

14. Submit monthly milestone and project progress status reports by the 10th of each month to the TSA COR, TSA CO, and TSA Site Lead Contractor. Once **TSA** issues the "CBIS Acceptance Letter", monthly reporting will focus solely on finalizing invoicing. Specific requirements for the content of the monthly project status report are identified in Appendix C of this **OTA**.
15. CBIS construction shall meet all requirements of the TSA Security Technology Integrated Program (STIP) Data Requirements for Checked Baggage Systems in accordance with the PGDS. The **PROJECT SPONSOR** shall provide all deliverables required in the STIP Data Requirements to the TSA COR.
16. If necessary, PROJECT SPONSOR shall submit a formal request to extend the period of performance greater than 90 days prior to the period of performance expiration. The request shall include the newly proposed period of performance, reason for project delays, and a revised project schedule that shows new project completion date.

For additional clarification regarding roles and responsibilities see Appendix A.

### iii. Operation and Maintenance Costs

It is understood and agreed that the security screening equipment is, and will at all times remain, the property of the **TSA. TSA** will maintain, repair, and refurbish the EDS and ETD units at no cost to **PROJECT SPONSOR.**

Except for the security screening equipment owned by the **TSA** and separately provided for use at the Airport, the **PROJECT SPONSOR** shall own and have title to all airport terminal building improvements made in accordance with this **Agreement** such as heating, ventilation, air conditioning, electrical and mechanical infrastructure, EDS network fiber, baggage handling conveyor systems and controls, or other assets which the **PROJECT SPONSOR** acquires and installs under this **Agreement** in support of the **Project.** This includes all property the **PROJECT SPONSOR** purchases to support the **TSA** provided security screening equipment, such as specific tables, storage units, or other ancillary items. It will remain the responsibility of the **PROJECT SPONSOR,** as well as its contractors or lessees acting through such agents as it may use, to maintain, repair, and/or replace such airport property to sustain the operational environment of the security screening equipment. Title to all airport terminal building improvements that were purchased or reimbursed using Federal funds for this Project, shall become the property of the **PROJECT SPONSOR,** whether purchased with **TSA**, or **PROJECT SPONSOR** funds.

The **PROJECT SPONSOR** shall ensure that all connections between the EDS equipment, the baggage handling system, or any other connection of the CBIS meet the requirements of the EDS OEM integration guide and the **TSA** cabling guidelines as given in the PGDS. The **PROJECT SPONSOR**, or its authorized representative, shall coordinate all activities involving such connections directly with the EDS OEM. If questions or concerns about the data connection or any of the relevant requirements arise, the **PROJECT SPONSOR** shall communicate the issue/concern with the TSA COR and CO.

C. Deliverables

Appendices A through D identify other required deliverables to be submitted by the **PROJECT SPONSOR**.

## ARTICLE V - EFFECTIVE DATE AND TERM

The term of this **Agreement** shall be from the date of execution of the **Agreement** until **36 months from date of award**, unless earlier terminated by the parties pursuant to Article XIII "Termination" as provided herein or extended by mutual agreement pursuant to Article XIV "Changes and/or Modifications", in order to allow the **PROJECT SPONSOR** time to submit a final invoice, close out the Project, and address any other issues. The **PROJECT SPONSOR** agrees to work with **TSA** to close this **OTA** within six (6) months of completion of the Project. In accordance with Section C4 of the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0), costs incurred, to include work performed outside the term of this agreement, are not eligible for reimbursement.

The **PROJECT SPONSOR** will establish and provide to the TSA COR and CO, within ten (10) business days of execution of this **Agreement**, **Project** Milestones that allow objective measurement of progress toward **Project** completion. **TSA** maintains the right to identify any additional **Project** Milestones to be tracked by the **PROJECT SPONSOR.**

## ARTICLE VI – ACCEPTANCE AND PROJECT COMPLETION

**TSA** will deem the **Project** complete upon successful completion of the TSA ISAT (Integrated Site Acceptance Test) as conducted by the TSA independent Acceptance Test Contractor and successful completion of the 30-day Operational Run-In period. TSA ISAT will evaluate the CBIS against the TSA PGDS version stated in the 100% design submittal documentations, as well as assess and comment on functional and performance differences to the most current version of the PGDS version published at the time of ISAT.

Successful completion of the **Project** requires the correction of CBIS deficiencies identified during the TSA ISAT as documented in the QLR and as followed up at the end of the Operational Run-In period in the Test Summary Report (TSR). **TSA** will release the funds retained pursuant to Article VIII only after the CBIS has passed the ISAT test and Operational Run-in period and all deficiencies have been corrected. Additional details are contained in Appendix A, "CBIS Project and Acceptance Testing Requirements".

## ARTICLE VII - FUNDING AND LIMITATIONS

**TSA** will provide funding to the **PROJECT SPONSOR** in an amount not to exceed **$1,174,877.15** (**TSA** Reimbursement Limit). Funds in the amount of **$1,174,877.15** are hereby obligated and made available for payment for performance as outlined below under this **Agreement**:

| | |
|---|---|
| Project Costs: | $ 1,122,797.00 |
| Contingency Funding: | $ 52,080.15 |
| Total **OTA** Obligation: | $ 1,174,877.15 |

Expenses incurred in executing the work identified herein are chargeable to:

| | |
|---|---|
| **PR:** | PR217672A037 |
| **Accounting Line:** | 2021\|5385000B01XXXXDM\|F300F310F000\|7672080102\|T21D170400\|251001 \|61000000\|7672000000\|72OAPXXCF4\|010103\|000000\|000000\|000000\|0\|0\|0\|0 |
| **Amount:** | $1,174,877.15 |

In the event of termination or expiration of this **Agreement**, any **TSA** funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover allowable and allocable costs as of the date of termination will be returned and/or de-obligated from this **Agreement**. **TSA's** liability to make payments to the **PROJECT SPONSOR** is limited to the funds obligated and available for payment hereunder, including written modifications to this **Agreement**.

Under no circumstances will **TSA** be responsible to reimburse the **PROJECT SPONSOR** for profit or the general costs of government, except for indirect costs allocable to this Project. The **PROJECT SPONSOR** may recover the allowable direct costs of **PROJECT SPONSOR** personnel performing work necessary under this **Agreement**, as well as the allowable and allocable costs of the contractors hired by the **PROJECT SPONSOR** to perform the necessary work under this **Agreement**. Profit and overhead costs for the **PROJECT SPONSOR** contractors performing work on the **Project** are allowable costs. Submission of a cost allocation plan is required to address any indirect costs, to include the **PROJECT SPONSOR** employees, who work on multiple activities that will result in a request for reimbursement under this **Agreement**. **TSA** will not be responsible for costs incurred by the **PROJECT SPONSOR**, its contractors or agents to perform work not in compliance with the **TSA** requirements in this **Agreement**. The TSA CO has the right to recoup any payments made to the **PROJECT SPONSOR** if the TSA CO determines that the invoices exceed the actual costs incurred, or if the work substantially deviates from the TSA approved design requirements for the **Project** pursuant to this **Agreement**.

**TSA** will reimburse only for allowable, allocable, and reasonable costs in accordance with the OMB guidance codified at 2 C.F.R. Part 200 (Subpart E – Cost Principles) in effect on the Effective Date of the **Agreement** and the Electronic Baggage Screening Program TSA Funding of Checked Baggage Inspection System Projects Memo (Version 4.0).

## ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

The United States Coast Guard Finance Center performs the payment function on behalf of the **TSA**. For purposes of submission to the Coast Guard Finance Center, the **PROJECT SPONSOR** must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) for "All Awards" is mandatory for invoice payment. To obtain information regarding SAM, please refer to https://www.sam.gov/portal/public/SAM/.

Invoices for reimbursable expenses will be submitted every thirty (30) days, as expenses are incurred. For periods in which the **PROJECT SPONSOR** has not incurred a reimbursable

expense totaling more than $25,000, an invoice is not required. However, a Memorandum noting the non-submission of an invoice in a specific month must be submitted to the TSA CO and COR to document the record. This can be sent in conjunction with the monthly reports. Expenses are considered to accrue on the date that the **PROJECT SPONSOR** is invoiced from a contractor, sub-contractor, supplier, or provider of services. Reimbursement by **TSA** is conditioned upon submission to **TSA** of an invoice identifying the Project costs that have been incurred and paid. The **TSA** intends to make payment to the **PROJECT SPONSOR** within 120 days from receipt of each properly prepared invoice for reimbursement of incurred Project costs.

Ten percent (10%) of all submitted costs identified by **TSA** as allowable, allocable and reasonable shall be retained by **TSA**, and will only be reimbursed to **the PROJECT SPONSOR** upon successful completion of all of its obligations under this **Agreement**, including, completed system documentation is submitted to TSA and successful completion of all testing as required in Article VI of this **Agreement** and evidenced by the TSA CBIS Acceptance Letter.

In the event that an invoice for reimbursable expenses is not received by the **TSA** within a six (6) month period, the **TSA** reserves the right to terminate the **Agreement** per Article XIII "Termination."

B. Invoicing

The **PROJECT SPONSOR** invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. **Agreement** Number.
2. Invoice Number and Invoice Date.
3. Name, Airport Code, and Address of the **PROJECT SPONSOR** Requesting Fund Disbursement.
4. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information.
5. Tax Identification Number and DUNS Number.
6. Period of invoice services (inclusive of dates).
7. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by **TSA**.
8. Total Amount of Funds Requesting to be Disbursed by **TSA.**
9. Electronic Funds Transfer (EFT) Banking Information (If Applicable).
10. Remittance Address.
11. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this **Agreement**, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
12. Signature of Requestor's Authorized Representative with Date.
13. Name and Address of the **PROJECT SPONSOR's** facility.

The Invoice may be submitted by electronic transmission to the following address(s):

Email: FIN-SMB-TSAINVOICES@uscg.mil

Notwithstanding any other payment clause in this **Agreement**, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

C. Approval for Payment

The TSA CO and the COR are required to review all invoices prior to the CO's approval for payment. To aid in this review, the **PROJECT SPONSOR** shall provide a copy of the Summary Invoice along with all receipts, contractor pay requests, and other supporting information which specify the vendor, description, date of services provided, and products delivered, as well as the appropriate documentation showing that the **PROJECT SPONSOR** has paid these obligations. The **PROJECT SPONSOR** shall provide this supporting information simultaneously with Step 1 to expedite the payment process.

The Supporting Documentation shall contain the following items:

- A summary spreadsheet providing a categorized breakdown of the amount invoiced.
- TSA Invoice Log.
- CWE.
- Completed Checklist.
- Signed, approved and legible copies of each individual contractor's invoice to include schedules of values and scope of work.
    - Copies of contracts and change orders that provide support for the actual work being invoiced.
    - Vendor and subcontractor invoices with specific details about services provided and when these services were rendered.
    - Rationale for all allocations or unusual calculations or assumptions.
    - Copies of subcontractor's invoices if listed on a prime contractor's invoice as a single amount (copies of timesheets and detailed backup not required if descriptions are clear and specific)
    - Proof of payment by the **PROJECT SPONSOR** for each invoice in the form of copies of check/warrants, bank wire transfers, or accounting systems transactions.

The Summary Invoice and supporting documentation may be submitted by email or mail via CD or paper documents to the TSA CO, TSA COR, and other TSA representatives identified by the TSA COR. The final closeout invoice shall include proof that all required deliverables have been provided.

Upon completion of the review of the supporting documentation for the Summary Invoice, the TSA CO and COR will advise the Coast Guard Finance Center regarding approval of payment of the Summary Invoice.

D. **Final Invoice:** Assignment and Release of Claims

The **PROJECT SPONSOR** shall execute and deliver, at the time of and as a condition precedent to final payment under this **OTA**, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the **OTA**.

The release of claims includes all claims, past, present, and future, known and unknown, foreseen and unforeseen, which can be asserted by any person or persons, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680.

As such, the **PROJECT SPONSOR's** final invoice requesting release/payment of retainage withheld throughout the project shall state the following:

"City of Amarillo for and in consideration of the funding provided under **OTA** 70T04021T7672N025, does hereby remise, release, and forever discharge the Government, its officers, agents, and employees from any and all manner of actions, causes of action, rights, suits, covenants, contracts, claims, agreements, judgments, and demands whatsoever by request, in law, or in equity arising from and by reason of any and all known and unknown, foreseen and unforeseen circumstances, claims or injuries, and the consequences thereof, other than claims for property loss or damage, personal injury, or wrongful death cognizable under the Federal Tort Claims Act, 28 U.S.C. §§ 1342(b)(1), 1402(b), 2401(b), 2671-2680. Such claims must be asserted within the time limits and in accordance with the procedures prescribed by the Federal Tort Claims Act and the implementing regulations promulgated by the U.S. Department of Justice at 28 C.F.R. part 14. City of Amarillo expressly waives its ability to seek additional reimbursement from the Government under **OTA** 70T04021T7672N025."

E. Untimely Invoices

In furtherance of the timely closeout of this **Agreement**, all final project invoices shall be submitted no later than six (6) months after the period of performance end date or six (6) months after the date of termination by either party pursuant to Article XIII (whichever is earlier). The **PROJECT SPONSOR** must notify **TSA** of any outstanding issues precluding them from meeting this requirement as soon as it is known.

Invoices submitted six (6) months after the period of performance ends will be considered untimely and **TSA** cannot guarantee payment. The **PROJECT SPONSOR** may be liable for any expenses incurred as a result of an untimely or improperly submitted invoice. **TSA** reserves the right to reject untimely or improperly submitted invoices

## ARTICLE IX - AUDITS

**TSA** shall have the right to examine or audit relevant financial records for the Project funded by this **OTA**, while this **Agreement**, or any part thereof, remains in force and effect, and for a period of three (3) years after expiration or termination of the terms of this **Agreement**. For the Project funded by this **OTA**, the **PROJECT SPONSOR** shall maintain all project records, technology maintenance records, and data associated with this **PROJECT** while this **Agreement**, or any part thereof, remains in force and effect, and for a period of three (3) years after the expiration or termination of this **Agreement**. If this **Agreement** is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XII regarding this **Agreement** shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this **PROJECT**.

The **PROJECT SPONSOR** shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred by each facility in the purchase of technologies allowed in the **PROJECT**. The CO, COR, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the **PROJECT SPONSOR**'s offices directly responsible for managing the **PROJECT**.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this **Agreement**.

This article shall not be construed to require the **PROJECT SPONSOR**, or its contractors or subcontractors who are associated with or engaged in activities relating to this **OTA**, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

## ARTICLE X – AUTHORIZED REPRESENTATIVES

The authorized representative for each party shall act on behalf of that party for all matters related to this **Agreement**. Each party's authorized representative may appoint one or more personnel to act as an authorized representative for any administrative purpose related to this **Agreement**, provided written notice of such appointment is made to the other party to this **Agreement**. The authorized representatives for the parties are as follows:

A. TSA Points of Contact:

**Contracting Officer's Representative (COR)**:
Christopher Randall
3701 Post Office Road
Mail Code TSA-15
Washington, DC 20528
Phone: (571) 227-5583
E-Mail: Christopher.Randall@tsa.dhs.gov

**Contracting Officer (CO)**:
Jacqueline Thring
6596 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-5858

E-Mail: Jacqueline.Thring@tsa.dhs.gov

**Contract Specialist (CS):**
Claudia Mejia
6596 Springfield Center Drive
Springfield, VA 22150
Phone: (571) 227-3228
E-Mail: Claudia.Mejia@tsa.dhs.gov

Only the TSA CO shall have the authority to bind the Federal government with respect to scope of work, funding, and liability. The TSA COR is responsible for the technical administration of this **Agreement** and is the technical liaison with the **PROJECT SPONSOR.** The TSA COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the **TSA**, or authorize any changes, such as amount or level of funding, which affect the liability of the **TSA**. The TSA COR is authorized to approve the use of contingency funds that fall within the funded **TSA** amount.

The **PROJECT SPONSOR** must notify the TSA CO and COR in the event that any TSA employee or TSA contracted agent takes any action that may be interpreted by the **PROJECT SPONSOR** as direction which could increase the Project costs and could cause the **PROJECT SPONSOR** to seek reimbursement from **TSA** in excess of the **TSA's** total reimbursement liability as defined in Articles IV and VII of this **Agreement.**

B. The **PROJECT SPONSOR** Points of Contact:

Tyler R. L. Hurst, C.M., ACE
Deputy Director of Aviation
Rick Husband Amarillo International Airport (AMA)
10801 Airport Blvd.
Amarillo, TX 79111-1211
**Phone:** (806) 335-1671
**E-Mail:** tyler.hurst@amarillo.gov

## ARTICLE XI - LIMITATIONS ON LIABILITY

A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

B. The **PROJECT SPONSOR** has the affirmative duty to notify the TSA CO in the event that the **PROJECT SPONSOR** believes that any act or omission of a TSA agent or employee would increase the **PROJECT SPONSOR's** costs and cause the **PROJECT SPONSOR** to seek compensation from **TSA** beyond **TSA's** liability as stated in Article IV "Responsibilities" or Article VII "Funding and Limitations." Claims against either party for damages of any nature whatsoever pursued under this **Agreement** shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this **Agreement** at the time the dispute arises. If the **PROJECT SPONSOR** receives any communication which it interprets as

instructions to change the work encompassed in this **Agreement**, or to incur costs not covered by funding obligated at that time, the **PROJECT SPONSOR** must not act on that communication, and must contact the CO verbally and in writing immediately.

C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

D. No third party shall assert any rights under this **Agreement** unless expressly provided herein.

## ARTICLE XII – DISPUTES (AUG 2018)

Where possible, disputes shall be resolved by informal discussion between the CO for TSA and an authorized representative of **PROJECT SPONSOR**. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the **PROJECT SPONSOR** or the TSA CO. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, the **PROJECT SPONSOR** may submit the dispute to the Deputy Assistant Administrator for Contracting and Procurement. If the decision of the Deputy Assistant Administrator for Contracting and Procurement is unsatisfactory, the decision may be appealed to the TSA Assistant Administrator for Contracting and Procurement. The parties agree that the TSA Assistant Administrator/Head of the Contracting Activity for Contracting and Procurement's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

## ARTICLE XIII - TERMINATION

A. In addition to any other termination rights provided by this **Agreement**, either party may terminate this **Agreement** at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

B. If the **PROJECT SPONSOR** exercises its right under Paragraph A of this Article to withdraw voluntarily from the Project, the **PROJECT SPONSOR** agrees to reimburse the United States Government for all monies disbursed to it under this **Agreement.**

C. In the event of termination or expiration of this **Agreement**, any **TSA** funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this **Agreement**.

D. (ONLY APPLICABLE TO RECAPITALIZATION PROJECTS) In the event that TSA terminates the Agreement prior to its expiration date, after the Project has started, but before the Project has been completed, TSA agrees to reimburse the Project Sponsor for reasonable costs incurred in restoring the Project Area as nearly as possible to the condition it was in prior to commencing the Project.

## ARTICLE XIV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this **Agreement** shall be in writing and signed by the TSA CO and the authorized representative of the **PROJECT SPONSOR**. The modification shall cite the subject provision to this **Agreement** and shall document the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this **Agreement**. The properly signed written modification shall be attached to this **Agreement** and thereby becomes a part of this **Agreement**.

The TSA CO reserves the right to make unilateral modifications (signed only by the TSA CO) for administrative modifications, such as changes to the line of accounting in Article VII, updates to TSA POCs in Article X, and/or other administrative changes that do not affect the terms and conditions of this **Agreement**.

## ARTICLE XV - CONSTRUCTION OF THE AGREEMENT

This **Agreement** is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this **Agreement**. Additionally, each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this **Agreement** and any amendments thereto, and that, accordingly, this **Agreement** shall not be construed more stringently against one party than against the other. The **Agreement** constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this **Agreement**.

In the event that any Article and/or parts of this **Agreement** are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this **Agreement**, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the **Agreement**, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the **Agreement** if appropriate to address the effect of the lapse.

## ARTICLE XVI - PROTECTION OF INFORMATION (AUG 2018)

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RECORDS AND RELEASE OF INFORMATION

Pursuant to 49 U.S.C. § 114(r), Sensitive Security Information and Nondisclosure of Security Activities, Sensitive Security Information (SSI) is a category of sensitive but unclassified (SBU) information that must be protected because it is information that, if publicly released, would be detrimental to the security of transportation. Under 49 Code of Federal Regulations Part 1520.5(a), the SSI Regulation also provides additional reasons for protecting information as SSI beyond the condition that the release of the information would be detrimental to the security of transportation. SSI may not be disclosed except in accordance with the provisions of that rule.

Title 49 of the Code of Federal Regulations, Part 1520 defines the scope, categorization, handling requirements and disposition of information deemed SSI is the 49 C.F.R. Part 1520 (http://ecfr.gpoaccess.gov/). All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information, and shall safeguard and handle any SSI in accordance with the policies and procedures outlined in 49 C.F.R. Part 1520, as well as the DHS and TSA policies and procedures for handling and safeguarding SSI. All members assigned to work under this Agreement must complete the TSA-mandated SSI Awareness Training course prior to accessing SSI, and on an annual basis for the duration of the OTA or for the duration of the requester's need for access to SSI, whichever is later. The Agreement Holder shall place this requirement in all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. For purposes of this OTA, the OTA Agreement holder (OTA Entity) would fall under the provision of 49 CFR § 1520.7(k): *Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.*

Pursuant to 49 C.F.R. Part 1520.9(a)(3), the Agreement Holder must contact SSI@tsa.dhs.gov for guidance on handling requests to access to SSI (before using SSI materials) for any other purpose besides activities falling within the scope of the agreement by other persons, including requests from experts, consultants, and legal counsel ("requesters") hired by the Agreement Holder. The Agreement Holder shall include the CO and COR as a carbon copy "cc" recipient of its contact to SSI@tsa.dhs.gov. The TSA SSI office must first make a determination as to whether the requesters are a "covered person" with a "need to know" under 49 C.F.R. Parts 1520.7 and 1520.11. Further recipients of SSI shall be provided NDAs, in accordance with these contract provisions, and with a copy of the *SSI Quick Reference Guide for DHS Employees and Contractors.*

(Non-Disclosure Agreements (NDAs). The CO will provide the non-disclosure form (DHS Form 11000-6), as necessary, to the Agreement holder when circumstances warrant. NDAs are required to be signed by all OTA personnel when access to SSI is necessary for performance of the agreement. By signing the NDA, the recipient certifies in writing that they will take the necessary steps to prevent the unauthorized disclosure and use of information.

Breach. In accordance with 49 C.F.R. Part 1520.9(c), the Agreement holder agrees that in the event of any actual or suspected breach of SSI (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Agreement holder shall immediately, and in no event later than one hour of discovery, report the breach to the CO and the COR. The Agreement holder is responsible for positively verifying that notification is received and acknowledged by at least one of the foregoing Government officials.

I. Background. Members assigned to work under this Agreement must obtain specific authorization in order to obtain SSI. SSI will not be available or otherwise provided or disclosed to any person not specifically authorized to receive it. As part of this OTA, SSI may only be accessed by individuals which have successfully passed a Security Threat Assessment. This assessment may include a criminal history records check (CHRC) and/or a check against terrorism databases.

II. Information Requirements. Consistent with the criteria release described above, the Agreement Holder shall provide the appropriate information to the TSA COR as identified below. Note that this requirement applies likewise to all contracts, sub-contracts, joint venture agreements, and teaming agreements related to the performance of this agreement. This information will be

handled in accordance with the applicable Privacy Act system of records notice (SORN), Transportation Security Threat Assessment System (T-STAS) noted below.

1. The Agreement Holder shall provide the following information for all employees who require access to SSI in a single password protected Microsoft Excel spreadsheet emailed to the COR. The password for the password protected spreadsheet shall be sent to the COR in a separate email, at the same time.
   - Employee Full Name
   - Employee Gender: (i.e., Male or Female)
   - Employee Birth Date
   - Employee Citizenship
   - Social Security Number (for U.S. Citizens and Legal Permanent Residents only)
   - Known Traveler Number (KTN), if available

III. Privacy Act Statement. TSA will use the information provided to conduct a security threat assessment on individuals who seek access to Sensitive Security Information (SSI). The information will be shared within DHS with personnel who need the information to perform their official duties. Additionally, DHS may share the information with law enforcement, intelligence, or other government agencies as necessary to identify and respond to potential or actual threats to transportation security in accordance with the routine uses identified in the applicable Privacy Act system of records notice (SORN), DHS/TSA 002, Transportation Security Threat Assessment System (T-STAS). This SORN was last published in the Federal Register on August 11, 2014, and can be found at 79 FR 46862-46866. Authority: 49 USC 114. Furnishing this information is voluntary. However, failure to furnish the requested information may delay or prevent the completion of your security threat assessment, without which you may not be granted access to the SSI.

IV. Notification of Assessment. Individuals who receive a successful Security Threat Assessment will be eligible to receive SSI. If it is determined that covered individuals are not eligible to receive access to particular SSI based on the threat assessment, the TSA Contacting Officer or COR will provide the company point of contact with notification that the individual does not qualify to receive SSI. Appeal of the determination will not be permitted due to the time sensitive nature of the acquisition process, however, the potential offeror may nominate another individual to receive SSI access. In the event that an individual is determined to be a security threat and the individual believes that the results of the screening are inaccurate, he or she may request access to their records by submitting a Privacy Act Request through TSA's Freedom of Information Act (FOIA) internet site at: https://www.tsa.gov/foia/requests. However, due to the demanding acquisition schedule, TSA will not delay an acquisition to resolve these issues.

B. Publicity and Dissemination of Agreement Information

The Agreement holder shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement without the prior written consent of the CO. The Agreement holder shall submit any request for public release at least ten (10) business days in advance of the planned release. Under no circumstances shall the Agreement holder release any requested submittal prior to TSA approval.

Any material proposed to be published or distributed shall be submitted via email to the CO. The CO will follow the procedures in Management Directives 1700.3 and 1700.4. The Office of the Administrator retains the authority to deny publication authorization. Any conditions on the approval for release will be clearly described. Notice of disapproval will be accompanied by an explanation of the basis or bases for disapproval.

Any contact with or by a Media firm or personnel related to this Agreement and in accordance with the terms of this Agreement shall be referred to the CO.

## ARTICLE XVII – SURVIVAL OF ARTICLES

The following Articles of this Agreement shall survive the termination and expiration of this Agreement: Article VII – Funding and Limitations; Article IX – Audits; Article XI – Limitations on Liability; Article XII – Disputes; Article XIII – Termination; Article XVI – Protection of Information; and Article XVII – Survival of Articles.

## APPENDICES

Appendix A – Project and Acceptance Testing Requirements
Appendix B – Construction Milestone Schedule
Appendix C – Schedule of Construction Deliverables

## Appendix A
## Project and Acceptance Testing Requirements

**Scope:** TSA support for the **Project** solution at the Airport will encompass construction to support the approved **Project**.

**A.** TSA responsibilities with regard to the Project are listed below in sections 1.1 to 1.7. Many responsibilities are delegated to TSA contractors such as the EDS Original Equipment Manufacturer (OEM), TSA Site Lead Contractor, and TSA Acceptance Test Contractor; however, the ultimate responsibility resides with TSA.

### 1.1 EDS PLACEMENT AND REMOVAL

TSA will ship, rig and install EDS machines and associated EDS screening equipment, to include any necessary ETD screening equipment, in their respective operational locations within the Project location. TSA, through the EDS OEM or other TSA contractors, shall be responsible for coordinating and integrating activities regarding delivery and placement of EDS equipment with the local TSA Point of Contact and **PROJECT SPONSOR** Point of Contact. TSA will remove, rig, and ship any EDS machines that are decommissioned as part of the Project scope.

### 1.2 INSTALLATION SUPPORT

#### 1.2.1 Project Management

The TSA Site Lead Contractor and the EDS OEM shall be responsible for providing technical support throughout the entire period of performance during the installation Project. The OEM shall be responsible for all labor, materials, equipment, and support services required for planning, managing, and supervising all items related to the installation, integration and networking of the EDS units and associated ancillary equipment.

#### 1.2.2 Technical Support

TSA will provide technical support to the Project through existing TSA contracts with the EDS OEM, TSA Site Lead Contractor, and TSA Acceptance Testing Contractor.

- The identified TSA Site Lead Contractor shall be included in all relevant PROJECT planning/project meetings relevant to TSA contributions to the Project. Project schedules and updates shall be provided to the TSA Site Lead Contractor and TSA COR to ensure TSA has timely and sufficient notice of deliverable dates.

- The EDS OEM shall provide technical consultations to the TSA COR and **PROJECT SPONSOR** regarding Project efforts that may include, but are not limited to: teleconferences; reviews of drawings and specifications; and exchanges of technical documentation such as specifications, manuals, and guides.

- TSA Acceptance Testing Site Lead shall support testing of the **Project** (the EDS units, BHS and the integration between them) and will develop relevant **Project** test plans and reports that will be shared with the **PROJECT SPONSOR**.

- Support for the development and execution of the TSA **OTA** in place between TSA and the **PROJECT SPONSOR** will be provided by TSA Contracting and Procurement.

- Oversight and coordination of technical aspects of the Project will be provided by the TSA COR.

- Local TSA personnel shall support coordination of issues between the TSA COR and the **PROJECT SPONSOR** as directed by the Federal Security Director (FSD).

### 1.2.3 Commissioning Services

TSA, through the screening equipment OEM and its other TSA contractors, shall be responsible for all labor, materials, equipment, and support services needed to assemble, power up, configure, and install the screening equipment machines into the required operational condition. The screening equipment OEM shall provide technical support, documentation, and installation of the screening equipment units and the associated local Baggage Viewing Stations (BVS) after confirmation that all pre-installation requirements have been met. The screening equipment OEM shall coordinate with the TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Lead, and the **PROJECT SPONSOR** to perform system testing.

## 1.3 Acceptance Testing

Mandatory testing for this system includes Site Acceptance Testing (SAT) for the EDS following installation; pre-Integrated Site Acceptance Testing (pre-ISAT) following the integration of the EDS units with the BHS is verified with performance of a Test Readiness Review (TRR) and documented in affirmed through a Test Readiness Notification (TRN) Report (TRR); and Integrated Site Acceptance Testing (ISAT) is conducted prior to TSA acceptance of the PROJECT for operational use. See the following table for minimum lead time requirements for testing activities.

| **Lead Times for ISAT (Days Prior to projected test date)** | **Activity** | **Responsible Parties** |
|---|---|---|
| Site Initiation or ≥180 days from ISAT | Site Survey Data Collection Checklist provided to the **PROJECT SPONSOR** by the Acceptance Test Pre-ISAT Team. | TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Team |

| | | |
|---|---|---|
| ≥120 days | Completed Site Survey Data Collection Checklist and supporting site documentation received from **PROJECT SPONSOR**, to include<br>• Any and All Approved Request for Variance (RFV)<br>• Basis of Design Report<br>• Sample BHS & CBIS Reports for all PGDS required Reports<br>• BHS & EDS Network Diagrams and Server Architecture<br>• Local Procedures for Fail-Safe, E-Stop, Jam Clearing and IQ Test Conduct<br>• Airport/Airline Bag Induction/Hygiene Procedures<br>• BHS Specifications<br>• Controls Description and/or Description of Operation (if both exist then provide both)<br>• Fail-safe and/or E-Stop Zone Drawings<br>• BHS Mechanical Plan and Elevation Drawings from Natural Induction Locations to & through the CBIS, CBRA and Make-up Locations with Conveyors labeled, Plan View Drawings and Electrical Drawings of the BHS/CBIS with Control Station & Photo eye Locations and labeling. All drawings will be "Approved for Construction" by the Airport and not Pre-Bid or Bid Use Only versions.<br>• At least 1 Plan/Overview Drawing that shows the entire CBIS in a single view<br>• Conveyor Motor Manifest to include not less than (Conveyor Name, Phase, Conveyor Type, Degree of Turn, Degree of Incline/Decline, Length, Speed in FPM, Motor HP, Control Type (VFD yes/no), Brake Type, Motor Type, drive Type, FLA Rating). Installation Phasing Plan Narrative and Phasing Plan Drawings Construction and Testing Schedule(s)<br>• Installation & Commissioning Phasing Plan Narrative and Phasing Plan Drawings<br>• Construction and Testing Schedule(s) | **PROJECT SPONSOR**, TSA Site Lead Contractor, TSA Acceptance Test Team |
| ≥90 days | TSA Site Lead Contractor coordinates schedule with the **PROJECT SPONSOR** and TSA's Acceptance Test Contractor. | **PROJECT SPONSOR**, TSA COR, TSA Site Lead Contractor, TSA Acceptance Test Team |

| | | |
|---|---|---|
| Typically 14 days to 1 day | TSA Acceptance Test Team will ship test articles to the **PROJECT SPONSOR.** The **PROJECT SPONSOR** receives the test articles and stores them in a secure and weather protected laydown area as agreed to by the **PROJECT SPONSOR** | **PROJECT SPONSOR**, TSA Acceptance Test Team |
| ≥11 business days | CBIS pre-testing - The **PROJECT SPONSOR** conducts pre-testing. The TSA Site Lead contractor will provide oversight of CBIS pre-testing to validate the Test Readiness Notification (TRN) to the TSA COR and Acceptance Test Team. Delivers internal pre-ISAT test results to the TSA Site Lead Contractor and the Site and TRR readiness confirmation letter to the TSA COR. Upon successful review, the TSA Site Lead Contractor is deployed to the site within 7 days. Note: TSA may combine TRN with CBIS pre-testing and/or conduct TRR as a subset of ISAT. | **PROJECT SPONSOR**, TSA Site Lead Contractor |
| ≥7 business days | TSA Site Lead Contractor initiates & performs the TRR.<br><br>Note: The Acceptance Test Team may participate in TRR and the data may be used to support the ISAT testing. A TRR failure will result in 2-week moratorium to allow for corrections and retest. | **PROJECT SPONSOR**, TSA Site Lead Contractor |
| ≥3 business days | Upon completion of the successful TRR, a TRN is submitted to the TSA Acceptance Test Team, preferably by COB Wednesday of the week prior to the test. If delivered later without prior coordination, the test team may not be available on the requested test day. | TSA Site Lead Contractor, TSA Acceptance Test Team |
| Test start | TSA Acceptance Test Team will perform an in-brief meeting with **PROJECT SPONSOR** prior to the start of testing. TSA Acceptance Test Team will obtain PLC code from the PROJECT **SPONSOR** prior to the start of testing. The PLC code shall be completely assessable and free from any encryption (if encrypted then the key must be provided prior to test) upon delivery to the TSA Acceptance Test Team. TSA Acceptance Test Team and **PROJECT SPONSOR** will work together to perform ISAT and collect BHS and EDS performance documentation. | **PROJECT SPONSOR**, TSA Acceptance Test Team, TSA Site Lead Contractor |
| ≤5 business days after ISAT complete | QLR is submitted to the TSA Checked Baggage Acceptance Test Lead for review, approval, and distribution. | TSA Acceptance Test Team, TSA COR |

| | | |
|---|---|---|
| 14 days after operational use | The TSA Acceptance Test Team remotely monitors system performance during live operations. The duration of this is initially 14 days but can be extended out to 30 days based on system performance. Prior to the run-in period a data analysis plan will be provided to the site outlining the data to be collected during this period. | **PROJECT SPONSOR**, TSA Acceptance Test Team, TSA Test Lead |
| 5 business days after completion of operational run-in | COR distributes TSA approved TSR to **PROJECT SPONSOR**. If project is phased the TSR will be held until all phases of the project are completed and the final Operational Run-in is completed. | **PROJECT SPONSOR**, TSA COR |

### 1.3.1. Site Acceptance Testing (SAT)

The EDS OEM shall coordinate a SAT on the EDS machines. The SAT shall be conducted by the TSA Assessment Test Team. The EDS OEM shall implement and coordinate testing by issuing a Test Readiness Notification (TRN) at least seven (7) days prior to the scheduled Acceptance testing. Passing SAT results are required prior to integration of EDS to the BHS and to certify equipment readiness for operational use in screening baggage. In the event that the TSA supplied EDS units cannot meet SAT test requirements, TSA will ensure that any EDS machine defects are corrected or that the EDS unit is replaced.

### 1.3.2. Pre-ISAT Test Planning

The Acceptance Test Team will participate in the ILDT meetings early in the construction process at the discretion of the TSA COR. During these meetings the Team will provide assistance to the team in all aspects regarding testing and testing requirements. The Pre-ISAT Team will be collecting data and project schedules to establish an internal planning document to determine testing methodology and timelines. The Pre-ISAT Team will review the owner's test report to provide feedback and assistance to ensure the system is adequately tested prior to the TRR or ISAT. The Pre-ISAT Team will participate in the ILDT meetings until thirty (30) days prior to the requested ISAT, at which time the project will be transferred to the ISAT Execution Team. Upon transfer, the Execution Team will be actively ensuring that all aspects for the execution of the ISAT testing are coordinated and verified.

### 1.3.3. Integrated Site Acceptance Testing (ISAT)

Scheduling and Coordination: The Pre-ISAT Planning Team will be included on all schedules and coordination meetings. This will facilitate a continual dialog through the construction, integration, and testing processes. The Pre-ISAT Team will be able to assist with the project schedule as it relates to testing requirements, methodologies, and durations of the testing. They will also initially coordinate all testing requirements with the team.

**Test Results and Reports:**

Testing results will be shared in digital copy format with the **PROJECT SPONSOR** through the Checked Baggage Regional Deployment Coordinator (CBRDC). The test report will be a comprehensive report that will cover all phases of TSA Testing (TRR, ISAT, and Run-in). The report will identify all deficiencies noted during testing. The report will provide a pass/fail recommendation that will be provided to the CBRDC for his determination as to system status and operation.
In the event of a failed ISAT, TSA reserves the right to defer any subsequent re-tests for a period of at least thirty (30) days.

## 1.4 INTEGRATION SERVICES

### 1.4.1. BHS Support

The EDS OEM shall assist the Airport's contractor to establish digital and serial communication for the EDS units. Once communication between devices has been established, the EDS OEM shall provide the following support and integration services.

- Assist the BHS contractor to obtain efficient EDS operation.
- Provide on-site Integration Engineer Support Services to facilitate the entire integration effort with the BHS.
- Be available to support system testing and validation conducted by internal or external organizations including the Integrated Site Acceptance Test (ISAT) and pre-ISAT testing and throughout the planning phases including the issuance of the ISAT TRN and TRR.
- During initial system operations run of live checked baggage, provide technical assistance as requested by **TSA** and/or the **PROJECT SPONSOR.**

### 1.4.2. Software and Hardware

Following SAT and throughout the integration effort, the EDS OEM shall install and test the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC if required. Functionality of the EDS BHS interface hardware and software shall be verified by the EDS OEM at the interface box prior to working with the **PROJECT SPONSOR** BHS contractor to ensure a proper operating PLC interface and to avoid delays.

## 1.5 SYSTEM NETWORKING

### 1.5.1 Network Infrastructure

The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM supplied networking components.

### 1.5.2 Network Services

The EDS OEM shall provide: training for TSA staff; coordination and support for TSA and testing certification; and resources to conduct installation, testing, and initial operational support for networking. No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

## 1.6. TRAINING

TSA will provide training for TSA screening staff on the operation of the security screening equipment.

## 1.7. MAINTENANCE

Upon successful completion of SAT testing for each unit, TSA will maintain and repair the security screening equipment in accordance with Article IV.B.iii of the **OTA**.

## B. PROJECT SPONSOR's RESPONSIBILITIES with regard to the Project are listed below in sections 2.0 to 2.5 listed below.

## 2.0 DESIGN

The **PROJECT SPONSOR** will undertake design modifications and as-built drawings during the **Project**. The airport shall keep a design change log and provide to the **OTA** COR as an appendix to

the monthly **OTA** report. If the design changes fall under the Change Order or Change Request process per Article IV of this **OTA** shall be submitted to the TSA COR and CO for review.

## 2.1 EDS PLACEMENT

The **PROJECT SPONSOR** shall ensure that the **Project** site will be ready to accommodate the installation of the EDS and associated equipment. The **PROJECT SPONSOR** shall provide adequate protection to the EDS machines and to the **PROJECT SPONSOR** infrastructure during any and all EDS movements. The **PROJECT SPONSOR** shall coordinate with the EDS OEM to integrate all activities regarding placement of EDS equipment. The **PROJECT SPONSOR** shall provide reasonable measures to protect the security screening equipment from damage in the screening area.

### 2.1.1 Site Readiness and Storage

The **PROJECT SPONSOR** shall confirm site readiness to receive EDS units to the TSA Site Lead Contractor no later than ten (10) business days prior to requested delivery date. Site readiness shall address availability of permanent power; removal of obstacles to the rigging path; and adequacy of physical environmental conditions within the delivery area that meet EDS OEM standards for protecting the EDS units. The **PROJECT SPONSOR** shall provide secure storage for the EDS units and any ancillary screening equipment if site conditions at the time of delivery do not provide adequate protection. The **PROJECT SPONSOR** shall provide secure storage space for hardware associated with EDS / ETD integration and multiplexing until it can be installed by EDS OEM Integration Support Staff. Failure to meet these minimum requirements may result in reallocation of equipment to other sites, thus affecting the airport's overall project schedule.

### 2.1.2 Rigging Services

The **PROJECT SPONSOR** will be responsible for providing rigging path verification, ingress path, and/or structural analysis. If required, the **PROJECT SPONSOR** will remove and replace any walls, windows, glass, doors, or other physical barriers in support of rigging activities.

## 2.2 INSTALLATION SUPPORT

### 2.2.1 Power Requirements

The **PROJECT SPONSOR** will be responsible for providing all infrastructure power requirements for the CBIS including providing and installing all terminations for and cabling to all screening equipment in the CBIS area, CBRA room and OSR room. If required, the airport can provide separate metering of the screening equipment. The **PROJECT SPONSOR** shall attest to the availability of power supply to adequately support the screening equipment and associated equipment in accordance with OEM specifications and be liable for damage to this equipment resulting from intentional deviations to accepted power supply conditions.

### 2.2.2 Commissioning Services

The **PROJECT SPONSOR** will be responsible for obtaining all other infrastructures not mentioned in Section 2.2.1 to support screening equipment operations and maintenance.

## 2.3 INTEGRATION SERVICES

The **PROJECT SPONSOR** shall ensure that the BHS Contractor coordinates with EDS OEM in support of integration activities (e.g. installation and testing the required software and hardware to allow for digital and serial communication between the EDS and the BHS PLC) as needed. Terminations to the EDS for BHS PLC communication shall be performed by the **Airport**.

## 2.4 NETWORKING

### 2.4.1. Network Infrastructure

The **PROJECT SPONSOR** will design and install all communication conduit, fiber, etc. as required by the EDS OEM's design criteria for the EDS and EDS networking system, including but not limited to connectivity of Checked Baggage Resolution Areas, TSA network control room, and BHS Control Room as required. Exact parameters will be reviewed at **Project** start-up by **TSA** and the EDS OEM.

The **PROJECT SPONSOR** will provide cabling and network patch panels in TSA control rooms, ETD search areas, and the TSA network room as determined by the network design conducted in conjunction with the **PROJECT SPONSOR**. The EDS OEM shall provide required patch cables and miscellaneous hardware to interface between network patch panel and EDS OEM-supplied networking components. The **PROJECT SPONSOR** will provide all electrical outlets to support installation and operation of a fully multiplexed explosive detection system.

### 2.4.2. Network Services

No other network may interface with the networked airport screening solution. The implemented assigned network for operation shall be an isolated, stand-alone network.

## 2.5. ACCEPTANCE - TESTING SUPPORT

The Project schedule shall allow for sufficient time to conduct mandatory testing of the EDS units after installation and integration. The Project schedule shall also factor in minimum lead times for notification of readiness for testing (seven (7) days for SAT; three (3) days for TRR; and at least three (3) business days for ISAT). The **PROJECT SPONSOR** shall identify operational windows in time in which testing activities can be accomplished. Testing activities will be scheduled for normal 8-hour business days (Monday-Friday) and shall not include holidays.

Requests for overtime or multiple shifts are discouraged and will only be considered based on compelling justification. The TSA COR will review/evaluate any requests for phased testing (e.g. non-consecutive testing activities requiring multiple test team trips). Such requests must be in writing, supported by compelling justification, and submitted to the TSA COR. Programming or mechanical changes made before ISAT (typically during Contractor pre-testing or TRR) must be documented and provided to the TSA COR and Acceptance Test Team.

### 2.5.1 Pre-ISAT Checklist

The **PROJECT SPONSOR** shall ensure that information needed to develop the Checklist is provided to TSA Test Acceptance Lead at the earliest opportunity. The Pre-ISAT Team will provide a timeline for the compilation of the information during the ILDT meetings. Required documentation includes the following (but additional information may be required):

- The Site Planning Checklist
- BHS Specifications
- Controls Description and/or Description of Operation (if both exist then provide both)
- Fail-safe and/or E-Stop Zone Drawings

- BHS Drawings, Plan Views (with control stations and locations, Photoelectric Cell numbering and locations, and conveyor numbering) and Elevation Views
- Sample CBIS Reports per PGDS shall be provided along with the Site Planning Checklist and full CBIS Reports shall be provided during ISAT testing and throughout the Run-In period. These reports shall meet the requirements described in PGDS.
- Conveyor Motor Manifest
- Installation Phasing Plan Narrative and Phasing Plan Drawings
- Construction and Testing Schedule.

All drawings shall be clearly visible and readable when plotted on Arch D Size Stock. All documents shall be submitted electronically (e.g. text documents in MS Word or PDF and drawings in AutoCAD [.dwg] or PDF.)

Any system constraints that will prevent compliance with TSA testing and performance criteria must be disclosed in writing to TSA as far in advance as possible to allow for evaluation of applicable waivers. Any restrictions on system availability and accessibility for testing shall be disclosed. Cutover plans, including any phasing plans that will affect the TSA Acceptance Test Team's ability to test the full system from any/all ticket counters and curbside inductions (if applicable) through the outbound/sortation system, shall also be disclosed. Cutover plans that will result in multiple testing phases shall also be presented to the TSA COR in writing for review and approval.

**2.5.2. Test Readiness Review (TRR)**

This pre-ISAT activity is conducted by a TSA Site Lead Contractor in coordination with the **PROJECT SPONSOR** (typically the BHS Contractor.) The purpose of this testing activity is to assure TSA of site readiness for ISAT and is a precursor for TSA authorization for the TSA Acceptance Test Team to deploy for ISAT. The **PROJECT SPONSOR** will be provided TRR data sheets by the TSA Site Lead Contractor. BHS/CBIS configuration and operation shall be in final form intended for bag screening operations. Unless mutually agreed to, changes/improvements to BHS/CBIS between TRR and ISAT are not authorized. The **PROJECT SPONSOR** must address security and efficiency defects found during TRR and be prepared to implement mutually agreed upon corrective actions prior to ISAT.

The **PROJECT SPONSOR** will conduct tests in accordance with PGDS Appendix D and owner's acceptance testing to confirm compliance to CBIS design specifications.

**Functional Testing Documentation:** The TSA Site Lead will require all PGDS required CBIS reports and EDS FDRS reports during TRR to evaluate and document CBIS performance during TRR. The TSA site lead will conduct all tests in accordance with PGDS Appendix D to validate the system is prepared to proceed to ISAT.

The TSA Site Lead Contractor performs the TRR. If successful, a Test Readiness Notification (TRN) is issued to the TSA COR and the TSA Acceptance Test Team Lead for ISAT deployment. Typically, the TRN is issued on the Wednesday before the start of ISAT the following week. Changes to the CBIS between conclusion of TRR and ISAT start must be provided by the PROJECT SPONSOR and approved by the TSA CBDC.

**2.5.3. Logistical Support Needs:** The **PROJECT SPONSOR** shall identify any logistical or support needs that will impact TRR and ISAT testing, to include:

- any process needed to obtain sufficient baggage tags should the system use IATA baggage tracking mechanisms, pier tags should the system use pier tags, or blank bag tags if the system does not use IATA baggage tracking mechanisms;
- any process needed to obtain sufficient baggage tubs/totes (typically 20 per installed EDS)
- availability of BHSC and BHS Programmer to operate BHS during ISAT and provide support for ISAT Testing and diagnostic activities
- availability of baggage handling support for testing activities; and

availability of support for delivery and secure storage of TSA Acceptance Test Team test bags for ISAT

**2.5.4. ISAT Testing:** The TSA Acceptance Test Team will meet with the **PROJECT SPONSOR** at least thirty (30) days prior to testing to coordinate the conduct of ISAT testing. The TSA Acceptance Test Lead and the **PROJECT SPONSOR** will finalize details relating to the scheduling and duration of the testing.

**2.5.5. Test Results and Reports**

In the event of a Defect Found or Failed result during TRR or ISAT testing, the **PROJECT SPONSOR** shall report corrective actions to be applied and the timeline associated with said corrections. Corrective actions shall address all defects identified in the TRR/TRN (pre-ISAT) or QLR (ISAT). **TSA** is not obligated to accept or operate a baggage screening system that does not meet the minimum test standards.

**2.5.6. Operational Run-In**

After the CBIS begins live bag screening, the run-in period will begin from the start of substantial operations. The Run-In period will generally last fourteen (14) days and if need be up to thirty (30) days. During this time the Acceptance Test Team will collect BHS and EDS operational data to support documenting CBIS performance in the Test Summary Report (TSR). A data analysis plan will be provided to the PROJECT SPONSOR upon completion of the ISAT outlining the run-in requirements. Substantial Operations shall normally be defined as when the CBIS is processing 85% or greater of its normal (not peak) operational daily load of "checked bags or luggage". This period shall also be dependent on resolution of deficiencies found during testing and Run-In.

Once a week during the Run-In period, the **PROJECT SPONSOR** or their authorized representatives shall forward the reports outlined in the data analysis plan to the TSA Acceptance Test Team Point of Contact , TSA Site Lead and TSA COR,CBRDC in electronic format, preferably in native CSV/Excel file format (no scanned hard copies) or PDF. After receipt, review and analysis of sufficient performance data, the TSA Acceptance Test Team will develop a TSR where all ISAT deficiencies and closed deficiencies are recorded. The **PROJECT SPONSOR** will be required to address and resolve open deficiencies to permit **TSA** to issue the CBIS Acceptance Letter to initiate OTA closeout activities.

**2.5.7. Post Commissioning Activities:**

The TSA Site Lead Contractor will conduct 30-day operational run-in observations of the system following successful ISAT testing.

The **PROJECT SPONSOR** shall provide the TSA COR a written response outlining corrective actions that will be taken due to outstanding deficiencies, issues, and action items identified in the

Quick Look Report (QLR) and Test Summary Report within two (2) weeks of receipt of the QLR and TSR.

For the continued and secure operation of the CBIS, all changes to the BHS system that impact the CBIS operation after its initial commissioning must be reviewed, evaluated, and approved by the TSA CBDC before they are implemented by the **PROJECT SPONSOR**. The Post-ISAT changes procedure must be provided in accordance with PGDS. The procedure is to be followed for all changes to CBIS systems other than those required for normal routine and periodic maintenance/repairs to the BHS system. The **PROJECT SPONSOR** responsible for the BHS system shall submit a CBIS Change Request (CCR) to the TSA COR which includes the following minimum information.

- Written description of all proposed physical and programming changes to the BHS and CBIS system(s)
- Reason for proposed change(s)
- Anticipated impact to system operation (e.g. increased throughput, lowered tracking losses, elimination of bag jams)
- Drawings showing affected areas
- Any potential security, tracking or efficiency impacts, including impacts on TSA manpower or operations
- Testing procedures
- Proposed date of changes

A sample CBIS Change Request Form is attached. This package shall be delivered to the local TSA FSD who shall review the package. The local TSA FSD shall add any comments he/she may have and forward the form to the following email addresses: Christopher.Randall@tsa.dhs.gov and Baseteam@tsa.dhs.gov.

The TSA will review and analyze the efficacy and impact of these changes to determine if it may be necessary for TSA to test the CBIS. Once the review has been completed, TSA shall notify the local TSA FSD and the **PROJECT SPONSOR** with the **TSA** recommendation and testing requirements for the system changes.

**APPENDIX B**
**Construction Milestone Schedule**

| Construction Services Milestones | [Dates to be determined] |
|---|---|
| Facility Modification OTA Awarded | |
| Construction NTP | |
| Construction from NTP to EDS Delivery | |
| EDS Decommission and Removal of Existing EDS (if applicable) | |
| Deliver and Install new EDS | |
| EDS Site Acceptance Test (SAT) | |
| Construction from EDS installation to BHS pre-testing | |
| BHS pre-testing and TRR | |
| Conduct ISAT | |
| Received TSA Operational Decision | |
| Live Bag Screening (LBS) Start | |
| Record Dwgs / CAD As-Built Submitted | |
| Received TSA CBIS Acceptance Letter | |
| Final Invoice Submitted | |
| Project Completion Notification Submitted | |
| Project Finish / Contract Closeout | |
| Facility Modification OTA PoP end date | |

## APPENDIX C
## SCHEDULE OF CONSTRUCTION DELIVERABLES

The following deliverables are required to be submitted by the **PROJECT SPONSOR**:

| Item | Submitted To | Frequency or Due Date |
|---|---|---|
| Project Schedule | TSA COR | Monthly by the 10th of each month. |
| Schedule of Values (Design, Construction, Baggage Handling Contracts) | TSA COR;<br>TSA CO | Within 30 days after execution of the TSA Agreement or upon issuing Notice to Proceed to Contractor. To be updated on a monthly basis and submitted with the monthly report. |
| Copies of the Design and related Construction Contracts and Change Orders | TSA COR;<br>TSA CO | Upon contract award. Change Orders affecting the Project require advance TSA approval. |
| Monthly Milestone and Project Status Report | TSA COR;<br>TSA CO;<br>TSA Site Lead Contractor; | By the 10th of each month. Electronic submission is requested if feasible. |
| Quarterly Project Financial Statement | TSA COR;<br>TSA CO;<br>FinanceConfirm@tsa.dhs.gov | Quarterly upon execution of the OTA. |
| **CONSTRUCTION PHASE** | | |
| Mechanical and Electrical Shop Drawings | TSA COR<br>TSA Site Lead Contractor | Upon completion by the **PROJECT SPONSOR** |
| **Close Out Process** | | |
| Close Out Process – Correction of testing deficiencies | Close Out Report submitted to TSA COR and TSA Site Lead Contractor | **PROJECT SPONSOR** responses within (2) weeks of receipt of QLR and TSR to address noted CBIS |
| Final Copy of PLC program and software disaster recovery procedure in electronic format. | TSA COR and via electronic file transfer or email if less than 15 MB. | No later than 30 days after commissioning of system(s) |
| As Built Drawings in electronic format, .dwg (AutoCAD) or comparable format to include final description of operations; mechanical layouts, including belt speeds in CAD and PDF file format. | TSA COR and via electronic file transfer or email if less than 15MB. | No later than 30 days after 30-day operational run-in period |
| Overview of drawings of the Matrix/Node, Checked Baggage Resolution Area, | TSA COR and via electronic file transfer or email if less than 15 MB. | 30 days after 30-day operational run-in period |

| | | |
|---|---|---|
| OSR Room as applicable. dwg (AutoCAD) or comparable format | | |
| Final Invoice | TSA COR;<br>TSA CO | No later than 90 days after final sign-off of system by TSA Deployment Manager, following successful operational run-in period and start of live bag screening |
| **POST COMMISSIONING CHANGES** | | |
| CBIS Change Requests (CCR) after Commissioning | TSA COR | See Post Commissioning Requirements, PGDS |

The Monthly Milestone and Project Report are to be submitted by the 10th of each month. A draft Monthly report template will be submitted via separate correspondence. The Monthly Milestone and Project Report shall address the following:

a. Actual start and/or finish dates for updated/completed activities.
b. Remaining duration, required to complete each activity started, or scheduled to start, but not completed
c. The Project's progress to include Project Percent Completion; cost incurred and invoiced to date; a forecast of the Project completion date and final costs; as well as monthly schedule and budget variances throughout the Project.
d. Percentage for completed and partially completed activities.
e. Any CO approved changes including but not limited to new activities, deleted activities, activity duration changes, and change in logic relationships between activities.
f. Status date for the schedule update.
g. A statement that identifies and describes any current or anticipated delays that includes the following information: identification of the delayed activity by description and activity code; type of delay; cause of the delay; effect of the delay on other activities, milestones, and completion dates; identification of actions needed to avoid or mitigate the delay.
h. Summary of cost incurred and invoiced to date.
i. Description of lessons learned
j. Construction Schedule in both PDF and "live"/usable format to depict the critical path, baseline and actual date information; predecessors/successors and shall be broken down to a minimum of three (3) Work Breakdown Structure (WBS) levels where applicable.

The construction schedule will be used for all planned TSA activities (delivery of equipment, scheduling of testing, etc.).

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# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development/Redevelopment |

| | | | |
|---|---|---|---|
| **Department** | Planning | **Contact Person** | Emily Koller, Economic Development and Neighborhood Revitalization Manager |

**Agenda Caption**

Approval – East Gateway Tax Increment Reinvestment Zone #2 Developer Agreement for Jamal Enterprises, LP:

This item approves a Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Jamal Enterprises, LP Toot'n Totum Convenience Store project to be located at 1701 S. Eastern. The agreement is for a 50% annual property tax rebate for ten years. The rebate is contingent upon receiving a certificate of occupancy by August 2022.

**Agenda Item Summary**

On August 26th, the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #2 considered a request for TIRZ incentives associated with 1701 S. Eastern, a commercial development project. This project is for a Toot'n Totum Convenience Store. The site will consist of a single-level retail convenience store occupying 5,265 square feet. The exterior fueling areas will include a traditional fuel island housing 8 pumps with offerings of diesel, conventional, and unleaded gasoline.

With an expected construction cost of $2,328,744, this new store will create approximately 25 new employment positions at an aggregate cost of $750,000 per year and is expected to generate an estimated $275,000 in sales tax revenue annually.

TIRZ assistance (in the form of a property tax rebate) is requested due to the financial feasibility of the project being negatively affected due to the scope of the project and the demolition costs associated with the current store (built 1983) located on the site. The proposed assistance will encourage and support the project, which is consistent with the policy goals of the TIRZ Project and Financing Plan.

The Tax Reimbursement Developer Agreement stipulates a 50% reimbursement of annual increment generated by the project's ad valorem tax revenue above base year 2021, for ten years. The agreement is subject to receiving a Certificate of Occupancy by August 2022.

**Requested Action**

Approve as presented. This item was approved unanimously by the TIRZ #2 Board during their August 26, 2021 meeting. It was also presented to the Potter County Commissioners for comment on September 13, 2021.

**Funding Summary**

Funding for this incentive is provided through the TIRZ #2 revenues. Being a reimbursement the property owner must pay their annual taxes before receiving a reimbursement in June of the following year. Rebates would not begin until the project is completed and fully on the tax rolls for two years.

**Community Engagement Summary**

Public TIRZ Board meeting held on August 26, 2021.

**Staff Recommendation**

Staff recommends approval as presented.

**DEVELOPER AGREEMENT**
**TAX INCREMENT REINVESTMENT ZONE NO. 2,**
**CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, 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 Jamal Enterprises, LP (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 November 8, 2016, the City Council approved Ordinance No. 7627 establishing East Gateway Tax Increment Reinvestment Zone Number Two, 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 December 12, 2017, pursuant to Ordinance No. 7698, the CITY approved Tax Increment Financing Reinvestment Zone Number Two, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7627;

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. 7698, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which includes the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these ten goals: 1) Development of new retail and entertainment venues contributing additional property and sales tax revenue 2) Relocation and expansion of the Big Texan Steakhouse resulting in increased customer attraction contributing additional property and sales tax revenue 3) Redevelopment of the existing Big Texan Steakhouse resulting in the retention of customers and continuing to contribute property and sales tax revenues 4) RV Park contributing additional property and sales tax revenue 5) Retail outlets contributing additional property and sales tax revenue 6) Entertainment venues contributing additional property and sales tax revenue 7) Auto and truck service outlets contributing additional property and sales tax revenue 8) Full-service hotel contributing additional property and HOT tax revenue 9) Limited-service hotels contributing additional property and HOT tax revenue 10) Development of new recreation and athletic facilities;

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 Council on _____;

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.

**Section 2. Project & Financing**

The project involves development of a minimum 5,200 square foot building with a minimum $2,300,000 investment on a site located at 1701 S. Eastern to replace an existing building with a new Toot'n Totum Convenience Store (the "Private Improvements"), which are more particularly described on Exhibit B.

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**

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of fifty percent (50%) reimbursement of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed ten (10) years after the terms stated herein. The reimbursement is contingent upon: (i) certificate of occupancy received by August 2022. The City Manager or designee is authorized to grant an extension of up to 120 days for performance of this Developer Obligation for good cause as reasonably determined by that official. If the Developer is unreasonably delayed by the City or any other governmental entity or agency, as determined by a qualified mediator mutually selected by the parties, in obtaining the building permit, the certificate of occupancy, or any other permit or license, the time period applicable to such requirement shall be extended for a period of time equal to the period Developer was delayed.

Reimbursements will start on the second fully valued tax year following project completion. 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, provided all information demonstrating current taxes have been paid on the Property and that 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 November 8, 2046, as provided by Ordinance No. 7627 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 ten years after commencement of reimbursements and after ten annual reimbursements are paid to the Developer; 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 SUCCESORS, 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. 2
c/o City of Amarillo Planning and Development Services Department
808 S. Buchanan
Amarillo TX 79101
Fax: 806/378-9388

**Copy to:**
Office of the City Attorney
601 S. Buchanan, Ste. 207
Amarillo, Texas 79101
Fax: 806/378-3018

**If intended for Developer, to:**
Jamal Enterprises, LP
Jamal Enterprises Management, LLC
General Partner
Greg Mitchell, Manager
1201 S. Taylor
Amarillo, TX 79101

**Copy to:**
Same as Developer

**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 TWO, CITY OF AMARILO, TEXAS

By: _____ Date
Board Chair

JAMAL ENTERPRISES, LP
By: JAMAL ENTERPRISES MANAGEMENT, LLC, its General Partner

By: _____
Greg Mitchell Date
Manager

CITY OF AMARILO, TEXAS

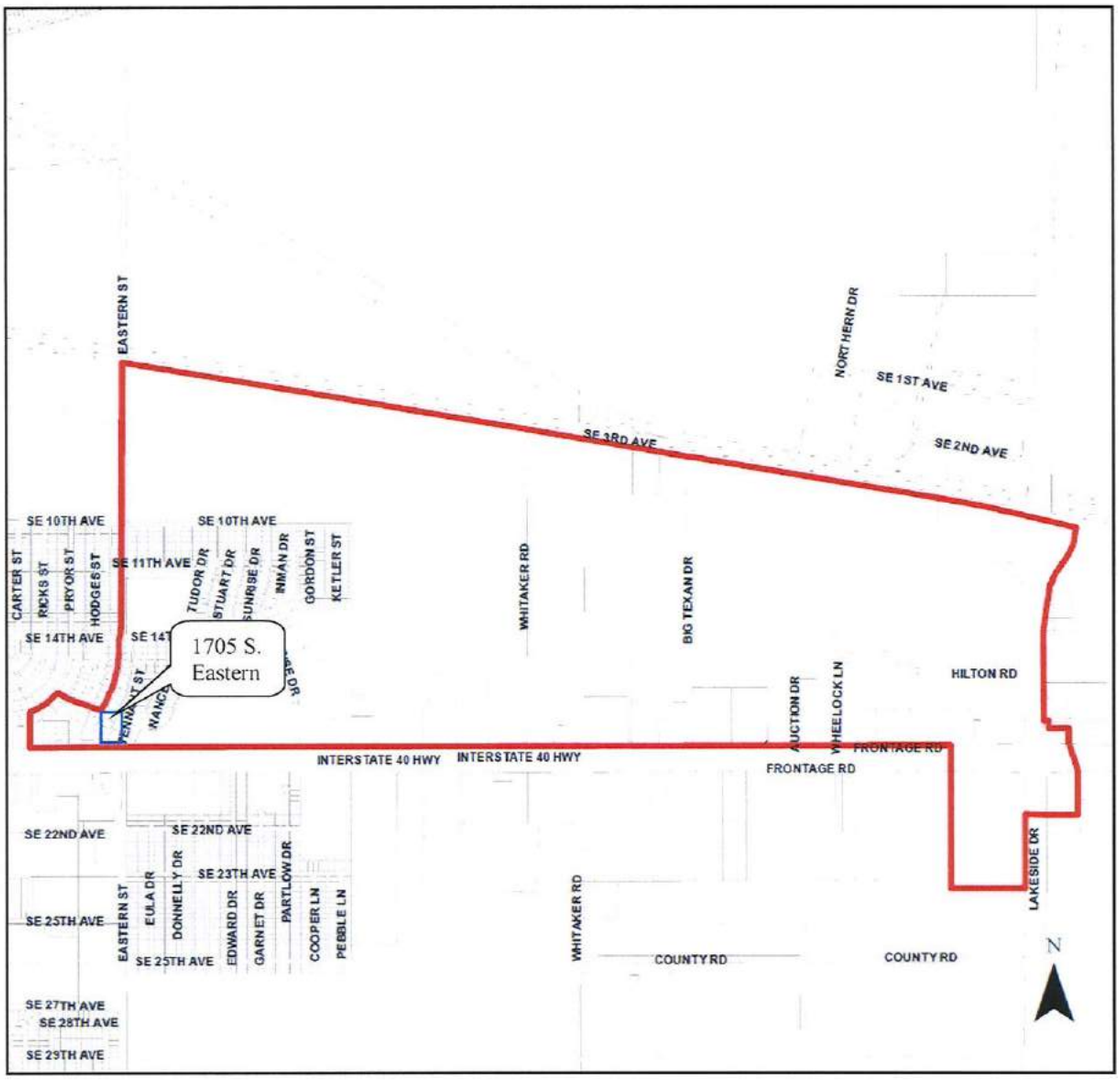
By: _____
Jared Miller Date
City Manager

APPROVED AS TO FORM FOR CITY & ZONE

By: _____
Bryan McWilliams Date
City Attorney

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

**EXHIBIT A**
**MAP OF TIRZ #2 BOUNDARY AND SITE LOCATION**




## SITE LEGAL DESCRIPTION

**1705 S. Eastern Street and legally described as portions of:**

| | |
|---|---|
| **LOTS** | **1 thru 9** |
| **BLOCK** | **13** |
| **ADDITION** | **Sunrise Addition #3** |
| **CITY** | **Amarillo, Texas** |
| **COUNTY** | **Potter County, Texas** |

**EXHIBIT B**
**PRIVATE PROPERTY IMPROVEMENT**

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

Developer promises to redevelop the lot, resulting in the following improvements to the Property described in Exhibit A:

| | |
|---|---|
| Business/Land Use | 5,200 square foot convenience store |
| Other improvements | Site, and public right-of-way improvements |

SECTION 2. FINANCIAL ANALYSIS

Analysis indicates the financial feasibility of the Project is negatively affected due to the scope of the Project and demolition of an existing building. The proposed assistance will encourage and support the Project, which is consistent with the goals of the Zone. Making grants and loans from the TIF of the Zone will serve those ends.

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

SECTION 3. DEVELOPER'S OBLIGATIONS

Subject to the terms and provisions of the Agreement, as conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than $2,300,000 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B and the Agreement to which it is attached.
- Obtain a Certificate of Occupancy for the building by August 2022
- Anticipate the first reimbursement no earlier than June 1, 2024 based on 2023 property tax statements depending on project completion date. 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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Consent Agenda |
| **Department** | Planning and Development Services | | |
| **Contact** | Brady Kendrick – Planner II | | |

**Agenda Caption**

Consideration of an Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Bruckner Subdivision Unit No. 2, an addition to the City of Amarillo, being a replat of Bruckner Subdivision Unit No. 1 and an unplatted tract of land in Section 93, Block 2, A.B.&M. Survey, Potter County, Texas.

**Agenda Item Summary**

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Bruckner Subdivision Unit No. 2.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract's proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation that ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 3,750 feet above mean sea level for the plat of Bruckner Subdivision Unit No. 2.

**Requested Action**

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

**Funding Summary**

The Easement is being granted to the City at no cost.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval of this Aviation Clear Zone Easement.

LSS 5/21/2021

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Alan Rhodes, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Bruckner Subdivision Unit No. 2, an addition to the City of Amarillo, being a replat of Bruckner Subdivision Unit No. 1 and an unplatted tract of land in Section 93, Block 2, A.B.& M. Survey, Potter County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigns, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 3,750 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 3,750 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 28TH day of May, 2021.

GRANTOR

Alan Rhodes

THE STATE OF Texas §

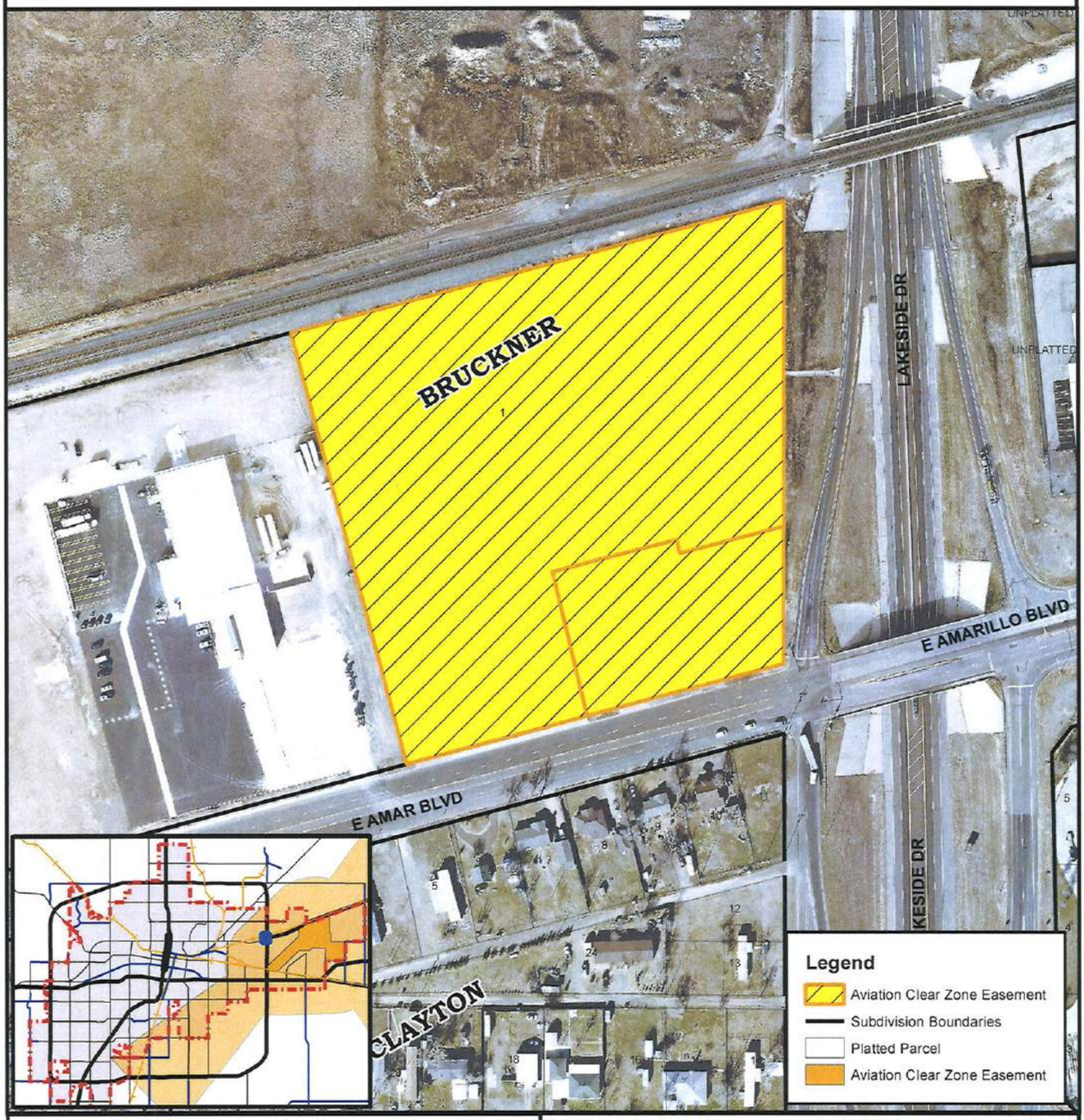
COUNTY OF Randall §

This instrument was acknowledged before me on this the 28 day of May, 2021, by Alan Rhodes.

CAYLEE LEMONS
My Notary ID # 133047193
Expires April 19, 2025

C. Lemons

# AVIATION CLEAR ZONE EASEMENT




**CITY OF AMARILLO**
**PLANNING DEPARTMENT**

**Scale:** 1 inch = 200 feet
**Date:** 5/12/2021
**Case No:** ACZ-21-05

N
W E
S

**Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Bruckner Subdivision Unit No. 2, an addition to the City of Amarillo, being a replat of Bruckner Subdivision Unit No. 1 and an unplatted tract of land in Section 93, Block 2, A.B.& M. Survey, Potter County, Texas.**

**Vicinity: N. Lakeside Dr. & E. Amarillo Blvd.**

**Applicant: Alan Rhodes**

**AP: S-10**

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.

U

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Civic Pride |
| **Department** | Public Health | | |
| **Contact** | Casie Stoughton, Director of Public Health | | |

**Agenda Caption**

Consider – Navajo Office Products
Award Amount: $236,991.03

This item awards the quote for office furnishings to Navajo Office Products for the furnishing of 850 Martin Rd.

**Agenda Item Summary**

Navajo Office Products will furnish the building at 850 Martin Rd as part of the City of Amarillo contract for office furniture and supplies.

**Requested Action**

Accept award.

**Funding Summary**

Amarillo Public Health

**Community Engagement Summary**

**Staff Recommendation**

Staff recommend acceptance of this award.

A

# Amarillo City Council
# Agenda Transmittal Memo

| Meeting Date | September 14, 2021 | Council Pillar | Economic Development and Redevelopment |
|---|---|---|---|

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

**Agenda Caption**

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

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

- The City will provide $115,000 for administrative operations.
- The City will provide $70,000 as matching funds for a Center City facade grant program up to $20,000 to a business for exterior building improvements.
- The Tax Increment Reinvestment Zone #1 will provide $150,000 for matching grants up to $50,000 for streetscape improvements in the City's right of way.

**Agenda Item Summary**

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

**Requested Action**

Council consideration and approval of the resolution.

**Funding Summary**

N/A

**Community Engagement Summary**

The Tax Increment Reinvestment Zone Number One 2021/2022 fiscal year budget has been reviewed and approved by the Tax Increment Reinvestment Zone Number One Board (August 12, 2021) for the $150,000 TIRZ participation.

**Staff Recommendation**

City staff recommendation is to approve the 2021/2022 agreement for services with Center City of Amarillo, Inc.

09/1/21 BSM_____

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

---

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

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

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

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

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

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

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

**W I T N E S S E T H:**

**1. PURPOSE.** CENTER CITY will use all means available to improve and revitalize Amarillo's downtown area while preserving the historic integrity of the district. It will strive to reduce further

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

**2. BUSINESS FAÇADE INCENTIVE PROGRAM.** In Fiscal Year 2021-2022, the CITY shall pay CENTER CITY a maximum of ONE HUNDRED EIGHT-FIVE THOUSAND DOLLARS ($185,000.00) as follows:

a) ONE HUNDRED AND FIFTEEN THOUSAND DOLLARS ($115,000) in equal quarterly installments for administrative costs (payment dates to be determined by the CITY Director of Finance).

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

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

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

- Masonry cleaning and repair
- Sign repair or replacement

- Awning repair or replacement
- Painting
- Facade restoration
- Landscaping

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

**3. TIRZ STREETSCAPE GRANT PROGRAM.** In Fiscal Year 2021-2022, upon recommendation by the Tax Increment Reinvestment Zone #1 Board of Directors, the CITY shall pay to Center City a maximum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) to be used in combination with money provided for the Façade Grant Program described in Section 2 of this Agreement and in accordance with the following provisions.

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

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

- TIRZ #1 funds must be used for improvements located only within public right-of-way or on public property.
- TIRZ #1 funds are available only for improvements consisting of street trees, sidewalks, benches, and pedestrian lights. TIRZ funds shall be used

only for purchase of the commodities for the improvements, with the applicant bearing the installation costs as a match to this grant.

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

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

each qualifying project from funds available from this TIRZ program. Center City shall regularly report to the TIRZ Board of Directors on all approved Streetscape applications.

**4. TERM & CANCELLATION.** The Term of this agreement is from October 1, 2021 to September 30, 2022. However, this contract may be cancelled by either CITY, TAX INCREMENT REINVESTMENT ZONE NO. 1, or CENTER CITY by giving sixty (60) days prior written notice of such intention by United States certified mail, return receipt requested and addressed as provided below.

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

EXECUTED this 14th day of September ____, 2021.

**CITY OF AMARILLO, TEXAS**

By_____
Jared Miller, City Manager

**ATTEST:**

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

**CENTER CITY INC.**

By_____
_____, Board President

**ATTEST:**

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

**TAX INCREMENT REINVESTMENT ZONE NO. 1**

By. _____
Dean Frigo, Chairman of Board

B

# Amarillo City Council
# Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Pillar** | Economic Development |
| **Department** | AEDC | | |
| **Contact** | Kevin Carter, President and CEO | | |

**Agenda Caption**

Public hearing and first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 14 for commercial and industrial tax abatement. The zone is approximately 7.29 acres in the vicinity of Wallace Blvd and Gentry Drive.

**Agenda Item Summary**

Designating a reinvestment zone is a step in the property tax abatement process under Chapter 312 of the Tax Code. Local governments often use tax abatements to attract new industry and commercial enterprises and to encourage the retention and development of existing businesses. Designation of an area as a reinvestment zone is required before City Council has the ability to offer a tax abatement.

The 7.29 acres proposed for Reinvestment Zone No. 14 is located at Wallace Boulevard and Gentry Drive. The reason for creating this zone is to provide Council the option to offer an economic development incentive to a prospective healthcare rehabilitation facility.

Before Council may consider a new zone, it must be preceded by a public hearing, with 7 days written notice of the hearing provided to the presiding officer of each of the other taxing entities with jurisdiction in the zone, and notice of the hearing in a newspaper of general circulation in the city.

Council must make findings that the improvements sought in the zone are feasible and practical and would be a benefit to the zone after expiration of a tax abatement agreement. Zones must also meet one of the applicable criteria for reinvestment zones. For the case of this zone, the criteria met is that with designation of the zone it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

**Requested Action**

Conduct a public hearing and first reading of the Ordinance on September 14, 2021. The final reading is scheduled for September 28, 2021.

**Funding Summary**

N/A

**Staff Recommendation**

AEDC staff is recommending approval of the Reinvestment Zone.

LSS 8/26/2021

ORDINANCE NO. 7927

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING AND DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 14 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THIS GOVERNING ENTITY; AND PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

---

WHEREAS, the City Council of the City of Amarillo, Texas ("City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312, Subchapters A & B;

WHEREAS, City has elected by Resolution No. 08-24-21-1 to become eligible to participate in tax abatements;

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on September 14, 2021, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

WHEREAS, notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and

WHEREAS, the City at such hearing invited all interested persons, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and

WHEREAS, all interested persons were given the opportunity to be heard and the proponents of the Reinvestment Zone offered evidence in favor of the creation of the proposed Reinvestment Zone and the proponents also submitted evidence as to the proposed improvements, and any opponents of the proposed Reinvestment Zone were given the opportunity to contest creation of the proposed Reinvestment Zone; and

WHEREAS, the area to be designated meets the statutory requirement that, it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies state law for establishment of a reinvestment zone.

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

SECTION 1. The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and are adopted as findings of fact by this body and as part of its official record.

SECTION 2. The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and

b) That the boundaries of the area to be known as City of Amarillo Reinvestment Zone No. 14 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and

c) That the creation of the City of Amarillo Reinvestment Zone No. 14 with the boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and

d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City; and

e) That the City of Amarillo Reinvestment Zone No. 14 as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement in the City of Amarillo, Resolution No. 08-24-21-1.

SECTION 3. Pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial/industrial tax abatement

encompassing the area described by the legal description in Section 2 (b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Amarillo Reinvestment Zone No. 14 for a period of five (5) years.

SECTION 4. The City Manager, or his designee, is authorized to execute the Tax Abatement Agreement in accordance with this ordinance on the City's behalf.

SECTION 5. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 6. The establishment of City of Amarillo Reinvestment Zone No. 14 shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on the 14th day of September, 2021, and PASSED on Second and Final Reading on this the 28th day of September, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

LSS 8/26/2021

**EXHIBIT A**
**LEGAL DESCRIPTION OF REINVESTMENT ZONE**

***PROPERTY DESCRIPTION:***

*A 7.29 acre tract of land in Section 43, Block 9, B.S.& F. Survey, Potter County, Texas being a portion of that certain tract known as 166.2 acres as described in a Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 7.29 acre tract being further described by metes and bounds as follows:*

*Commencing at the Southwest corner of said Section 43, Block 9;*

*THENCE South 89 degrees 49 minutes 19 seconds East along the South line of Section 43, a distance of 2361.35 feet to a point;*

*THENCE North 00 degrees 10 minutes 41 seconds East, a distance of 1609.18 feet to an "X" in concrete found in the North line of Wallace Boulevard for the POINT OF BEGINNING of this tract, same being a point on a non-tangent curve to the right having a radius of 2622.00 feet;*

*THENCE Northwesterly along the North line of Wallace Boulevard and said curve to the right an arc distance of 177.50 feet (Chord bearing: North 56 degrees 56 minutes 32 seconds West, 177.47 feet) to an "X" in concrete found;*

*THENCE North 55 degrees 00 minutes 10 seconds West, along the North line of Wallace Boulevard, a distance of 479.00 feet to an "X" in concrete set;*

*THENCE North 34 degrees 59 minutes 50 seconds East, a distance of 496.82 feet to a 3/8" iron rod with cap marked "HBD" set;*

*THENCE South 55 degrees 00 minutes 10 seconds East, a distance of 623.00 feet to a 3/8" iron rod with cap marked "HBD" found;*

*THENCE South 31 degrees 06 minutes 30 seconds West, a distance of 491.94 feet to the POINT OF BEGINNING of this tract;*

*Said tract contains a computed area of 7.29 acres of land.*

C

# Amarillo City Council
# Agenda Transmittal Memo

| Meeting Date | September 14, 2021 | Council Priority | Regular Agenda Item – Public Hearing |
|---|---|---|---|

| Department | Planning and Development Services<br>Brady Kendrick – Planner II |
|---|---|

## Agenda Caption

Public hearing to consider the vacation of a 24,000 square foot portion of Public Right-of-way (SW 14th Avenue), lying between Blocks 182 and 197, Plemons Addition, in Section 170, Block 2, A.B.&M. Survey, Potter County, Texas.
Applicant: Chris Sharp for Amarillo Junior College
Vicinity: SW 14th Ave. and S Tyler St.

## Agenda Item Summary

**Proposal**

The applicant is requesting vacation of the just mentioned Public Right-of-way with the intent to create a unified development site for the upcoming Sharpened Iron Studio project.

**Analysis**

Considering the low traffic count and that abandonment of SW 14th Ave has occurred east of Polk St, the Planning and Zoning Commission is of the opinion that if approved, no detrimental impacts on existing traffic patterns will result.

As with any request to vacate public right-of-way, an applicant is required to either pay fair market value to acquire the alleyway, dedicate an area of equal or greater value, pay only the higher cost of the fair market value or the relocation cost, or complete a combination of these requirements.

In this particular case, the applicant will be retaining easements within the area to be abandoned, dedicating additional public easements on the site, via separate instrument, and the cost of relocating a sewer main on this site exceeds the fair market value, therefore no fair market value payment will be required.

## Requested Action/Recommendation

The vacation has been reviewed by the customary City Departments and local utility companies and complies with all Development Ordinance standards.

Notices have been sent to property owners within 200 feet regarding this proposed vacation. At the time of this writing, the Planning Department has not received any comments regarding the request.

Considering the above, Planning Commissioners recommends **APPROVAL** as presented.

LSS 8/25/2021

**ORDINANCE NO.** 7928

**AN ORDINANCE TO THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A SEGMENT OF STREET RIGHT-OF-WAY IN THE VICINITY OF FOURTEENTH AVENUE AND TYLER STREET, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED STREET RIGHT-OF-WAY SAVE AND EXCEPT A PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO THE PROPERTY OWNER; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Amarillo has been petitioned to abandon a 24,000 square foot portion of street right-of-way (SW 14th Avenue), lying between Blocks 182 and 197, Plemons Addition, in Section 170, Block 2, A.B.&M. Survey, Potter County, Texas, located in the vicinity of SW Fourteenth Avenue and S Tyler Street in Potter County, Texas; and

**WHEREAS,** after reviewing information presented in the petition, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described street right-of-way; and

**WHEREAS,** the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that the street right-of-way described are no longer necessary and no longer serve a public purpose; and

**WHEREAS**, after determining the street right-of-way described below no longer serves a public purpose, the City Council, also decided to retain the public utility easement in that current utilities are located within the easement; and

**WHEREAS,** the City Council further determined that this street right-of-way abandonment except for the public utility easement for current utilities is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood.

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

**SECTION 1.** The herein-described street right-of-way to be vacated and abandoned for public purposes:

Vacation of a 24,000 square foot portion of Public Right-of-way (SW 14th Avenue), lying between Blocks 182 and 197, Plemons Addition, in Section 170, Block 2, A.B.&M. Survey, Potter County, Texas, being further described below and attached as Exhibit A, incorporated herein:

BEGINNING at the Southwest corner of Block 182,

THENCE South 80 degrees 30 minutes 00 seconds East, along the South line of Block 182, a distance of 300.0 feet to the Southeast corner of Block 182;

THENCE South 9 degrees 30 minutes 00 seconds West, crossing S.W 14th Avenue, a distance of80.0feet to the Northeast corner of Block 197;

THENCE North 80 degrees 30 minutes 00 seconds West, along the North line of Block 197, a distance of 300.0 feet to the Northwest corner of Block 197;

THENCE North 9 degrees 30 minutes 00 seconds East, crossing S.W 14th Avenue, a distance of 80.0 feet to the POINT OF BEGINNING of this tract;
Said tract contains a computed area of 24,000 square feet of land.

SAVE AND EXCEPT: A Sewer Line Easement and a Water Line Easement is hereby retained over a portion of the area of abandonment, *as described in Exhibit B, incorporated herein:*

**SECTION 2.** The City Manager is authorized to execute an instrument of conveyance to the abutting land owner(s) as allowed by law.

**SECTION 3.** Repealer. All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

**SECTION 4.** Severability. If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

**SECTION 5.** Effective Date. This ordinance shall be effective from and after its date of final passage.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of September, 2021 and PASSED on Second and Final Reading on this the 12th day of October, 2021.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

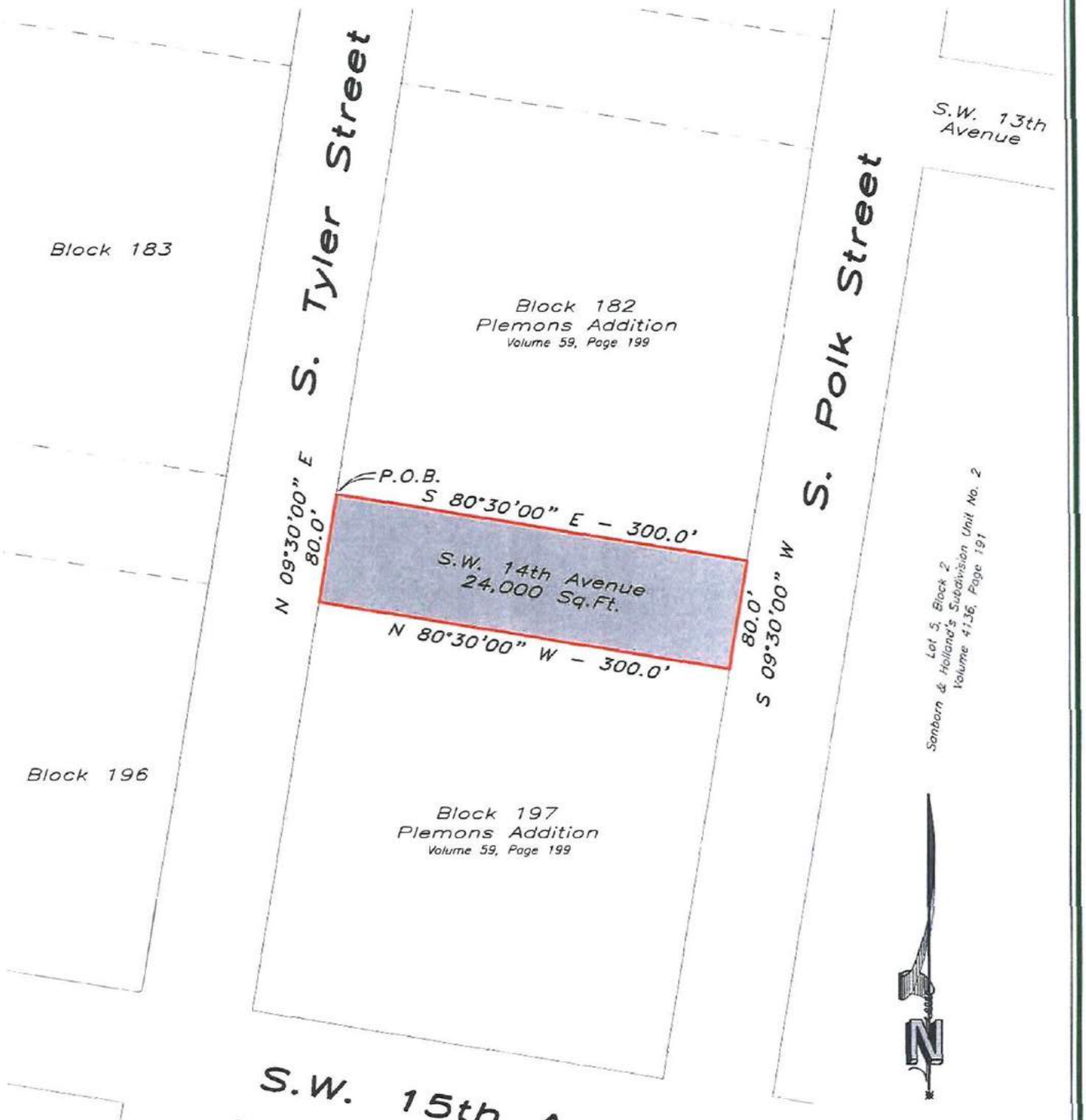
_____
Bryan McWilliams, City Attorney

" EXHIBIT A"

# Plemons Addition

## CITY OF AMARILLO, POTTER COUNTY, TEXAS

### S.W. 14th Avenue to be Vacated




Scale 1" = 100'


Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS

AMARILLO
4713 S. Western St.
Amarillo, Texas 79109
(806) 352-1007
Texas Firm No: 10027300

hbd2@hbdsurveyors.us

HEREFORD
235 E. 2nd St.
Hereford, Texas 79045
(806) 364-6084
Texas Firm No: 10027301


SEAL

Sheet: 1 of 3 | Invoice No.: ***** | Drawn By: J. Pringle

Plat Date: 08/12/2021
Plat No: A12009a.dwg

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" EXHIBIT A "

# Plemons Addition

## CITY OF AMARILLO, POTTER COUNTY, TEXAS

***PROPERTY DESCRIPTION:***

*A 24,000 square foot tract being that portion of S.W. 14th Avenue lying between Blocks 182 and Block 197, Plemons Addition, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, of record in Volume 59, Page 199, Deed Records of Potter County, Texas said 24,000 square foot tract being more particularly described by metes and bounds as follows:*

*BEGINNING at the Southwest corner of Block 182,*

*THENCE South 80 degrees 30 minutes 00 seconds East, along the South line of Block 182, a distance of 300.0 feet to the Southeast corner of Block 182;*

*THENCE South 9 degrees 30 minutes 00 seconds West, crossing S.W. 14th Avenue, a distance of 80.0 feet to the Northeast corner of Block 197;*

*THENCE North 80 degrees 30 minutes 00 seconds West, along the North line of Block 197, a distance of 300.0 feet to the Northwest corner of Block 197;*

*THENCE North 9 degrees 30 minutes 00 seconds East, crossing S.W. 14th Avenue, a distance of 80.0 feet to the POINT OF BEGINNING of this tract;*

*Said tract contains a computed area of 24,000 square feet of land.*


Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS

AMARILLO
4713 S. Western St.
Amarillo, Texas 79109
(806) 352-1007
Texas Firm No: 10027300

hbd2@hbdsurveyors.us

HEREFORD
235 E. 2nd St.
Hereford, Texas 79045
(806) 364-6084
Texas Firm No: 10027301


SEAL

Plat Date: 08/12/2021
Plat No: A12009a.dwg



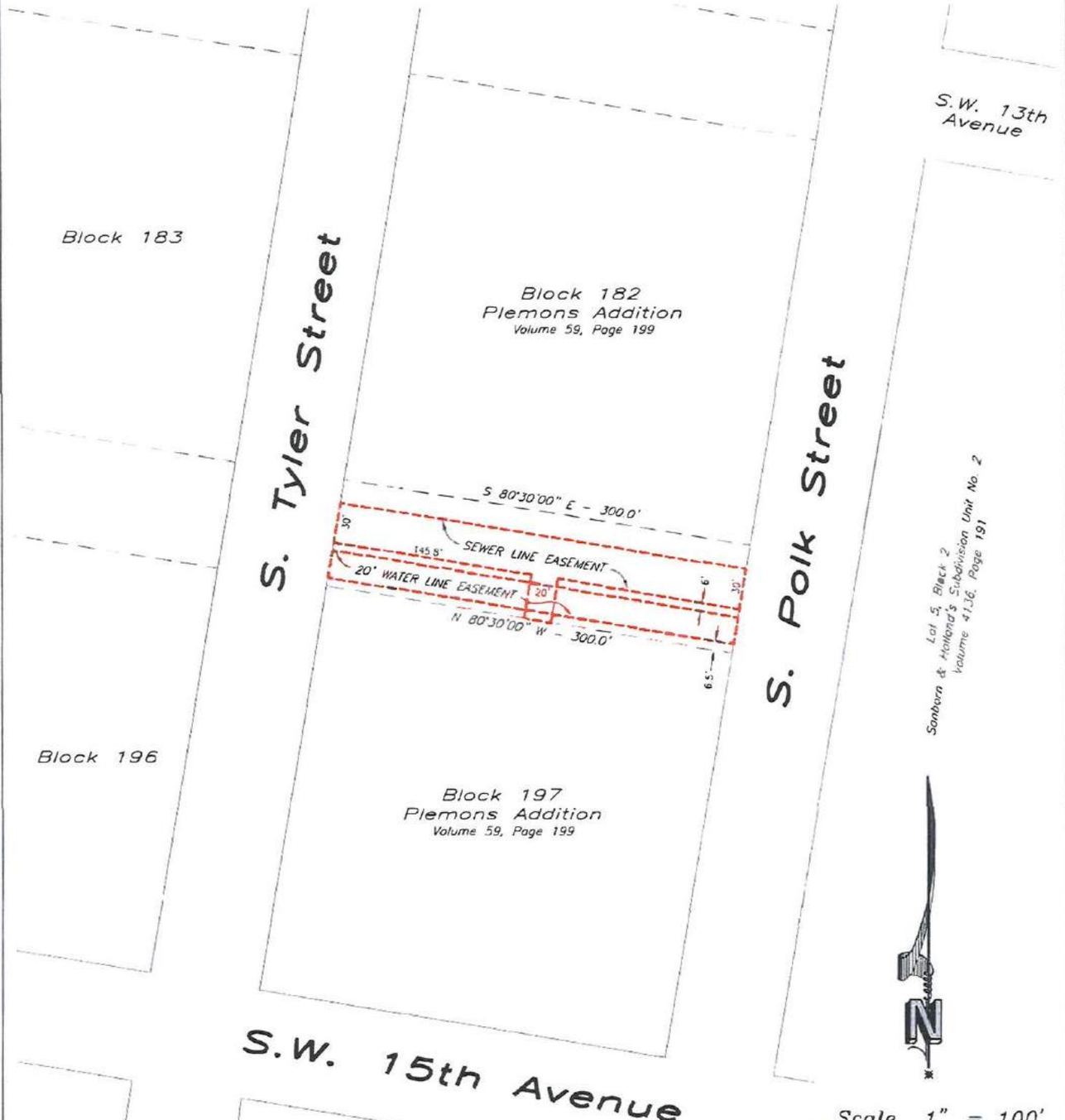
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" EXHIBIT B"

# Plemons Addition

## CITY OF AMARILLO, POTTER COUNTY, TEXAS

### Water and Sewer Easements to be Retained




Scale 1" = 100'


Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS

AMARILLO
4713 S. Western St.
Amarillo, Texas 79109
(806) 352-1007
Texas Firm No: 10027300

hbd2@hbdsurveyors.us

HEREFORD
235 E. 2nd St.
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Texas Firm No: 10027301

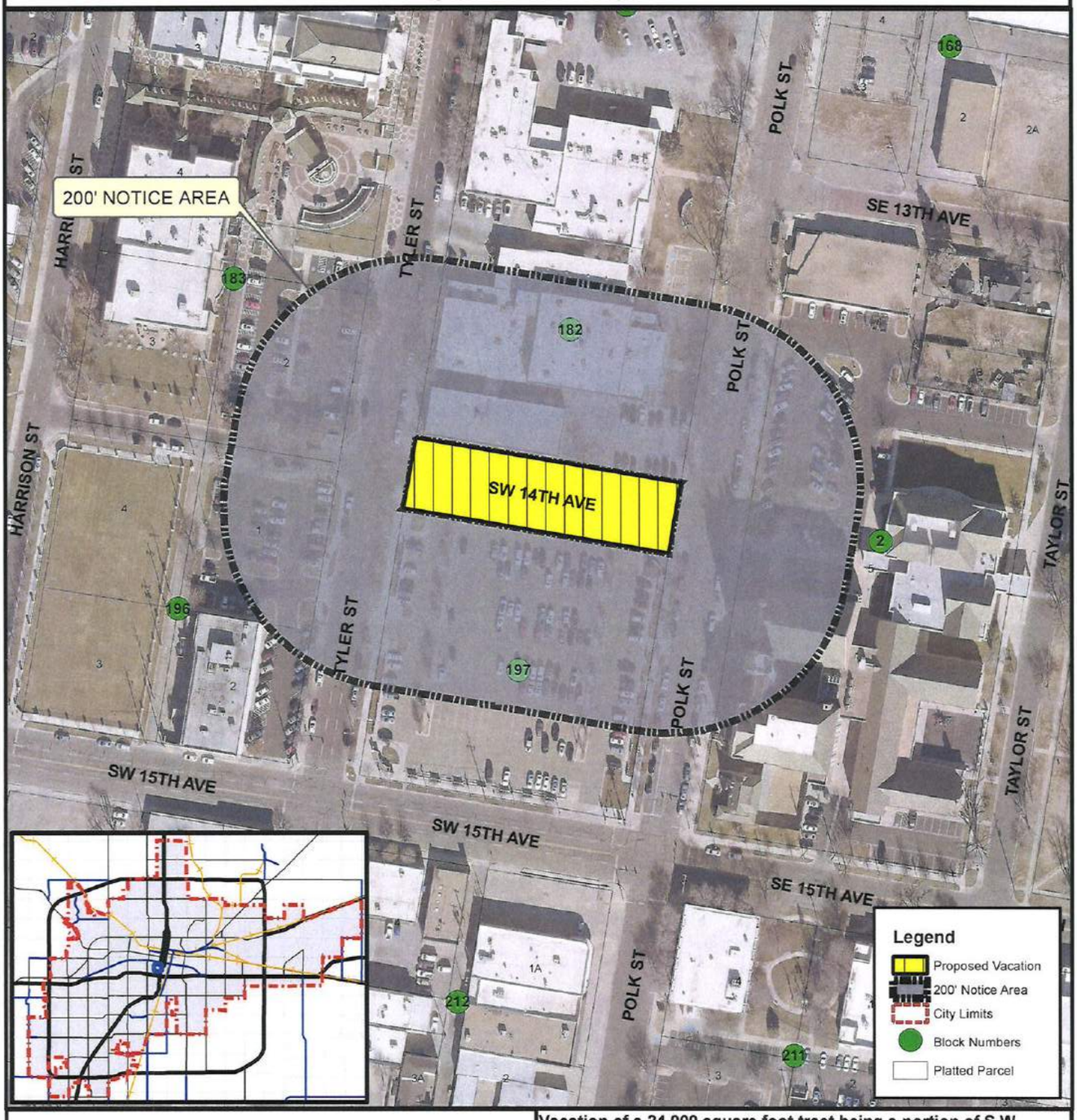

SEAL

Sheet: 3 of 3 | Invoice No.: ***** | Drawn By: J. Pringle

Plat Date: 08/11/2021
Plat No: A12009a.dwg

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# CASE V-21-02
# 14TH AVENUE
# STREET VACATION




## CITY OF AMARILLO
## PLANNING DEPARTMENT

**Scale:** 1 inch = 150 feet
**Date:** 7/12/2021
**Case No:** V-21-01

N
W E
S

**Vacation of a 24,000 square foot tract being a portion of S.W. 14th Ave, lying between Block 182 and Block 197, Plemons Addition, in Section 170, Block 2, A.B.&M. Survey, Potter County, Texas.**

**Applicant: Chris Sharp, for Amarillo College**

**Vicinity: SW 14th Ave. and S Tyler St.**

**AP: N-12**

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

D

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Town Square PID Advisory Board met June 15, 2021 to review the proposed FY 2021/22 budget and service plan. The Town Square PID budget projects total maintenance and operation expenses for FY 2021/22 to be $89,494. The Board recommends property owner assessment rates remain at $0.1111 per square foot. This will result in assessments totaling $166,164. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached is the Town Square Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

LSS 9/7/2021

ORDINANCE NO. 7929

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2021; and PASSED on Second and Final Reading on this _____day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

**EXHIBIT**

Town Square Public Improvement District

Fiscal Year 2021-2022

A. The boundaries of the Town Square Public Improvement District are as follows:

A 409.29 acre tract and a 19.38 acre tract of land being situated in Section 63, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Town Square Public Improvement District is $89,494. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....$88,500

Administration Expense.....$994

Total .....$89,494

C. This year's assessment will total $166,164. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to $0.1111 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to $0.1111 multiplied by the total square footage of the lot.

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

TOWN SQUARE PUBLIC IMPROVEMENT DISTRICT (27900)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26
REVISED 27-Aug-21

| | | Actual 2019/20 | | | Budget 2020/21 | | | Revised 2020/21 | | | Proposed 2021/22 | | | Estimated 2022/23 | | | Estimated 2023/24 | | | Estimated 2024/25 | | | Estimated 2025/26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | | | | 396,842 | | | 561,032 | | | 644,021 | | | 787,082 | | | 463,752 | | | 531,135 | | | 596,467 | | | 659,706 |
| | | INFLATION | | | | | | | | 2.00% | | | 2.00% | | | 2.00% | | | 2.00% | | | 2.00% | | | 2.00% |
| PROJECTED COSTS | | NEW | SQ FT TOTAL | | NEW | SQ FT TOTAL | | NEW | SQ FT TOTAL | | NEW | SQ FT TOTAL | | NEW | SQ FT TOTAL | | NEW | SQ FT TOTAL | | NEW | SQ FT TOTAL | | NEW | SQ FT TOTAL | |
| MAINTENANCE & OPERATION: | | | | | | | | | | | | | | | | | | | | | | | | | |
| PARK MAINTENANCE COST: | | 154,066 | 183,677 | 0.0065 | - | 183,677 | 0.4528 | 95,083 | 278,760 | 0.0974 | 143,040 | 421,800 | 0.2122 | 52,762 | 474,562 | 0.2161 | - | 474,562 | 0.2205 | - | 474,562 | 0.2249 | - | 474,562 | 0.2294 |
| Electricity | 53150 | | | - | | | 5,000 | | | 2,000 | | | 5,000 | | | 5,738 | | | 5,853 | | | 5,970 | | | 6,089 |
| Water & Sewer | 53200 | | | - | | | 46,000 | | | 5,000 | | | 46,000 | | | 52,789 | | | 53,845 | | | 54,922 | | | 56,020 |
| Contract/Temporary Labor | 67600 | | | - | | | 22,000 | | | 10,000 | | | 22,000 | | | 25,247 | | | 25,752 | | | 26,267 | | | 26,792 |
| Repair & Maint of Improvements | 68300 | | | - | | | 9,200 | | | 9,200 | | | 15,500 | | | 17,748 | | | 18,143 | | | 18,506 | | | 18,876 |
| TOTAL MAINTENANCE | | | | - | | | 82,200 | | | 26,200 | | | 88,500 | | | 101,562 | | | 103,593 | | | 105,665 | | | 107,778 |
| ADMINISTRATION | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postage | 61200 | | | 37 | | | 35 | | | 35 | | | 35 | | | 35 | | | 36 | | | 36 | | | 37 |
| Advertising - Public Notices | 61300 | | | 620 | | | 347 | | | 347 | | | 347 | | | 354 | | | 361 | | | 368 | | | 376 |
| Collection Contract | 62000 | | | 520 | | | 520 | | | 504 | | | 520 | | | 530 | | | 541 | | | 552 | | | 563 |
| City Admin Fee | 72450 | | | 11 | | | 73 | | | 73 | | | 92 | | | 94 | | | 96 | | | 98 | | | 100 |
| TOTAL MAINTENANCE & OPERATION | | | | 1,187 | | | 83,175 | | | 27,159 | | | 89,494 | | | 102,575 | | | 104,626 | | | 106,719 | | | 108,853 |
| Developer Reimbursement | | | | | | | | | | | | | 400,000 | | | | | | | | | | | | |
| ASSESSMENTS | | UNTS | RATE | | UNTS | RATE | | UNTS | RATE | | UNTS | RATE | | UNTS | RATE | | UNTS | RATE | | UNTS | RATE | | UNTS | RATE | |
| RESIDENTIAL | | 516,803 | 0.1111 | 57,417 | 516,803 | 0.1111 | 57,417 | 516,803 | 0.1111 | 57,417 | 516,803 | 0.1111 | 57,417 | 516,803 | 0.1111 | 57,417 | 516,803 | 0.1111 | 57,417 | 516,803 | 0.1111 | 57,417 | 516,803 | 0.1111 | 57,417 |
| COMMERCIAL | | 978,827 | 0.1111 | 108,748 | 978,827 | 0.1111 | 108,748 | 978,827 | 0.1111 | 108,748 | 1,012,975 | 0.1111 | 112,542 | 1,012,975 | 0.1111 | 112,542 | 1,012,975 | 0.1111 | 112,542 | 1,012,975 | 0.1111 | 112,542 | 1,012,975 | 0.1111 | 112,542 |
| COLLECTION RATE | | | | 99.53% | | | 100.00% | | | 100.00% | | | 100.00% | | | 100.00% | | | 100.00% | | | 100.00% | | | 100.00% |
| TOTAL COLLECTIONS | 30311 | | | 165,377 | | | 166,164 | | | 170,220 | | | 166,164 | | | 169,958 | | | 169,958 | | | 169,958 | | | 169,958 |
| INTEREST INCOME 0.00% | | | | - | | | - | | | - | | | - | | | - | | | - | | | - | | | - |
| Increase/Decrease in Cash | | | | 164,150 | | | 82,989 | | | 143,061 | | | (323,330) | | | 67,383 | | | 65,331 | | | 63,239 | | | 61,105 |
| ENDING FUND BALANCE | | | | 561,032 | | | 644,021 | | | 787,082 | | | 463,752 | | | 531,135 | | | 596,467 | | | 659,706 | | | 720,810 |
| *THREE MONTH OPERATING RESERVE* | | | | *297* | | | *20,794* | | | *6,795* | | | *22,374* | | | *25,644* | | | *26,157* | | | *26,680* | | | *27,213* |
| *SURPLUS* | | | | *560,735* | | | *623,227* | | | *780,292* | | | *441,379* | | | *505,491* | | | *570,310* | | | *633,026* | | | *693,597* |

E

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, must be approved on an annual basis. The Point West PID Advisory Board met on June 2, 2021 to review the proposed FY 2021/22 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2021/22 to be $53,208. The Board believes that last year's assessment rate is adequate and recommends no assessment increase for the 2021/22 budget and service plan. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals $52,000.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached is the Point West Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

LSS 9/7/2021

ORDINANCE NO. 7930

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE POINT WEST PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-

manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2021; and PASSED on Second and Final Reading on this _____day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

LSS 9/7/2021

**EXHIBIT**

Point West Public Improvement District

Fiscal Year 2021-2022

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

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

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Point West Public Improvement District is $53,208. Such cost will be apportioned over the development as follows:

| | |
|---|---|
| Cost of Maintenance and Operation | $51,300 |
| Administration Expense | $1,908 |
| Total | $53,208 |

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

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

POINT WEST PUBLIC IMPROVEMENT DISTRICT (27510)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26
REVISED 8-Sep-21

| | | Actual 2019/20 | | Revised 2020/21 | Proposed 2021/22 | Estimated 2022/23 | Estimated 2023/24 | Estimated 2024/25 | Estimated 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | | 201,843 | | 232,314 | 228,514 | 227,306 | 225,034 | 221,677 | 217,212 |
| PROJECTED COSTS | | | | | | | | | |
| | | Inflation | 2.00% | | | | | | |
| MAINTENANCE & OPERATION: | | | | | | | | | |
| PARK MAINTENANCE COST | | | | | | | | | |
| Botany & Agriculture | 51450 | | | - | - | - | - | - | - |
| Water & Sewer | 53200 | 10,643 | | 12,000 | 12,000 | 12,240 | 12,485 | 12,734 | 12,989 |
| Contract/Temporary Labor | 67600 | 10,020 | | 10,220 | 10,220 | 10,424 | 10,633 | 10,846 | 11,062 |
| Repair & Maintenance of Improvements | 68300 | | | 2,080 | 2,080 | 2,122 | 2,164 | 2,207 | 2,251 |
| Other Improvements | 68312 | - | | 27,000 | 27,000 | 27,540 | 28,091 | 28,653 | 29,226 |
| TOTAL MAINTENANCE | | 20,663 | | 51,300 | 51,300 | 52,326 | 53,373 | 54,440 | 55,529 |
| ADMINISTRATION | | | | | | | | | |
| Postage | 61200 | 15 | | 16 | 16 | 16 | 17 | 17 | 17 |
| Advertising - Public Notices | 61300 | 619 | | 396 | 396 | 404 | 412 | 420 | 429 |
| City Admin Fee | 77450 | 231 | | 4,095 | 1,496 | 1,526 | 1,556 | 1,588 | 1,619 |
| TOTAL MAINTENANCE & OPERATION | | 21,528 | | 55,807 | 53,208 | 54,272 | 55,358 | 56,465 | 57,594 |
| | | | Increase | 0.00% | | | | | |
| ASSESSMENTS | | 52,000 | | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 |
| COLLECTION RATE | | 100.00% | | 100.01% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% |
| TOTAL COLLECTIONS | 30310 | 52,000 | | 52,007 | 52,000 | 52,000 | 52,000 | 52,000 | 52,000 |
| ENDING FUND BALANCE | | 232,314 | | 228,514 | 227,306 | 225,034 | 221,677 | 217,212 | 211,618 |
| *Three Month Operating Reserve* | | *5,382* | | *13,952* | *13,302* | *13,568* | *13,839* | *14,116* | *14,399* |
| *Surplus* | | *226,932* | | *214,563* | *214,004* | *211,466* | *207,837* | *203,096* | *197,219* |

F

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Vineyards PID Advisory Board met June 3, 2021 to review the proposed FY 2021/22 budget and service plan. The Vineyards PID budget projects total maintenance and operation expenses for FY 2021/22 to be $10,389. The Board recommends keeping property owner assessment rates at $50 per lot. This will result in assessments totaling $10,450. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached is the Vineyards Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

LSS 9/7/2021

ORDINANCE NO. 7931

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE VINEYARDS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-

manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan.

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs of improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____ day of _____, 2021; and PASSED on Second and Final Reading on this _____ day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

# EXHIBIT

The Vineyards Public Improvement District

Fiscal Year 2021-2022

A. The boundaries of The Vineyards Public Improvement District are as follows:

A 145.446 acre tract of land and a 8.622 acre tract of land all in Section 191, Block 2, AB&M Survey, Potter County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Vineyards Public Improvement District is $10,389. Such costs will be apportioned over the development as follows:

| | |
|---|---|
| Cost of Maintenance and Operation | $9,300 |
| Administrative Expense | $1,089 |
| Total | $10,389 |

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 209 platted lots. This year's assessment will total $10,450 ($50 per lot).

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

VINEYARDS PUBLIC IMPROVEMENT DISTRICT (27710)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26

| REVISED 22-Jul-21 | | | Actual 2019/20 | | Budget 2020/21 | | Revised 2020/21 | | Proposed 2021/22 | | Estimated 2022/23 | | Estimated 2023/24 | | Estimated 2024/25 | | Estimated 2025/26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | | | 9,462 | | 12,314 | | 12,314 | | 12,550 | | 12,611 | | 12,464 | | 12,106 | | 11,531 |
| PROJECTED COSTS | | NEW SQ FT TOTAL | | NEW SQ FT TOTAL | | NEW SQ FT TOTAL | | NEW SQ FT TOTAL | | NEW SQ FT TOTAL | | NEW SQ FT TOTAL | | NEW SQ FT TOTAL | | NEW SQ FT TOTAL | |
| MAINTENANCE & OPERATION: | | INFLATION | 2.0% | | 2.0% | | 2.0% | | 2.0% | | 2.0% | | 2.0% | | 2.0% | | 2.0% |
| PARK MAINTENANCE COST: | | 8,888.29 | 0.5510 | - 8,888.29 | 1.1492 | - 8,888.29 | 1.1492 | - 8,888.29 | 1.1688 | - 8,888.29 | 1.1922 | - 8,888.29 | 1.2161 | - 8,888.29 | 1.2404 | - 8,888.29 | 1.2652 |
| Botany & Agriculture | 51450 | | - | | 1,000 | | 1,000 | | 1,020 | | 1,040 | | 1,061 | | 1,082 | | 1,104 |
| Electricity | 53150 | | 262 | | 361 | | 361 | | 344 | | 351 | | 358 | | 365 | | 372 |
| Water & Sewer | 53200 | | 202 | | 2,000 | | 2,000 | | 2,060 | | 2,101 | | 2,143 | | 2,186 | | 2,230 |
| Contract/Temporary Labor | 67600 | | 2,400 | | 3,800 | | 3,800 | | 3,876 | | 3,954 | | 4,033 | | 4,113 | | 4,196 |
| Repair & Maintenance of Improvements | 68300 | | 1,200 | | 2,000 | | 2,000 | | 2,000 | | 2,040 | | 2,081 | | 2,122 | | 2,165 |
| TOTAL MAINTENANCE | | | 4,064 | | 9,161 | | 9,161 | | 9,300 | | 9,486 | | 9,676 | | 9,869 | | 10,067 |
| ADMINISTRATION: | | | | | | | | | | | | | | | | | |
| Postage | 61200 | | 169 | | 92 | | 92 | | 92 | | 94 | | 96 | | 98 | | 100 |
| Advertising - Public Notices | 61300 | | 624 | | 500 | | 500 | | 500 | | 510 | | 520 | | 531 | | 541 |
| City Admin Fee | 77450 | | 41 | | 461 | | 461 | | 497 | | 507 | | 517 | | 527 | | 538 |
| TOTAL ADMINISTRATION | | | 834 | | 1,053 | | 1,053 | | 1,089 | | 1,111 | | 1,133 | | 1,156 | | 1,179 |
| TOTAL MAINTENANCE & OPERATION | | | 4,898 | | 10,214 | | 10,214 | | 10,389 | | 10,597 | | 10,809 | | 11,025 | | 11,245 |
| TOTAL | | UNITS RATE | 4,898 | UNITS RATE | 10,214 | UNITS RATE | 10,214 | UNITS RATE | 10,389 | UNITS RATE | 10,597 | UNITS RATE | 10,809 | UNITS RATE | 11,025 | UNITS RATE | 11,245 |
| Assessments | | 159 $ 50 | 7,950 | 209 $ 50 | 10,450 | 209 $ 50 | 10,450 | 209 $ 50 | 10,450 | 209 $ 50 | 10,450 | 209 $ 50 | 10,450 | 209 $ 50 | 10,450 | 209 $ 50 | 10,450 |
| TOTAL ASSESSMENTS | | | 7,950 | | 10,450 | | 10,450 | | 10,450 | | 10,450 | | 10,450 | | 10,450 | | 10,450 |
| COLLECTION RATE | | | 97.48% | | 74.16% | | 100.00% | | 100.00% | | 100.00% | | 100.00% | | 100.00% | | 100.00% |
| TOTAL COLLECTIONS | 30310 | | 7,750 | | 7,750 | | 10,450 | | 10,450 | | 10,450 | | 10,450 | | 10,450 | | 10,450 |
| INTEREST INCOME | 0.00% | | - | | - | | - | | - | | - | | - | | - | | - |
| INCREASE (DECREASE) IN CASH | | | 2,852 | | (2,464) | | 236 | | 61 | | (147) | | (359) | | (575) | | (795) |
| Ending Fund Balance | | | 12,314 | | 9,850 | | 12,550 | | 12,611 | | 12,464 | | 12,106 | | 11,531 | | 10,735 |
| Three Month Operating Reserve | | | 1,224 | | 2,554 | | 2,554 | | 2,597 | | 2,649 | | 2,702 | | 2,756 | | 2,811 |
| Surplus | | | 11,090 | | 7,297 | | 9,997 | | 10,014 | | 9,815 | | 9,403 | | 8,774 | | 7,924 |

G

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Quail Creek PID Advisory Board met May 25, 2021 to review the proposed FY 2021/22 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2021/22 to be $10,856. The Board recommends keeping property owner assessment rates at $350 per lot. This will result in assessments totaling $10,150. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached is the Quail Creek Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

LSS 9/8/2021

ORDINANCE NO. 7932

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

---

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

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

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

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

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

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

WHEREAS, the Quail Creek Public Improvement District Advisory Board (the Board), through direction given by property owners within the District, recommends that the Board be given the authority and responsibility to contract with private businesses for maintenance of manmade hardscape (i.e., common area sidewalks, brick dumpster enclosures, street lights) and non-manmade, living improvements (i.e., plants) within the District.

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

more sections, subsection, sentences, clauses, or phrases be declared unconstitutional or invalid.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2021; and PASSED on Second and Final Reading on this _____day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

**EXHIBIT A**

Quail Creek Public Improvement District

Fiscal Year 2021-2022

A. The boundaries of the Quail Creek Public Improvement District are as follows:

> All that portion of property containing a total area of 20,072 square feet and designated as Common Area 1, Common Area 2, and Common Area 3 as shown on the subdivision plat Quail Creek Addition, Unit No. 25, an addition to the City of Amarillo and being located in Section 25, Block 9, B.S. & F. Survey, Potter County, Texas, as described in the instrument of record in Volume 3695, Page 43 of the Official Public Records of Potter County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Quail Creek Public Improvement District is $10,856. Such cost will be apportioned over the development as follows:

| | |
|---|---|
| Cost of Maintenance and Operation | $9,543 |
| Administration Expense | $1,313 |
| Total | $10,856 |

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 29 platted lots. This year's assessment will total $10,150 ($350 per lot).

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

QUAIL CREEK PUBLIC IMPROVEMENT DISTRICT (27610)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 to 2025/26
REVISED 22-Jul-21

| | | | 2019/20 Actual | 2020/21 Revised | 2021/22 Proposed | 2022/23 Estimated | 2023/24 Estimated | 2024/25 Estimated | 2025/26 Estimated |
|---|---|---|---|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | | | 11,094 | 7,685 | 6,421 | 5,715 | 4,792 | 3,648 | 2,277 |
| PROJECTED COSTS | | 2.00% | | | | | | | |
| MAINTENANCE & OPERATION: | | | | | | | | | |
| PARK MAINTENANCE COST | | | | | | | | | |
| Electricity | 53150 | | 165 | 206 | 213 | 217 | 222 | 226 | 231 |
| Water & Sewer | 53200 | | 5,979 | 5,516 | 5,330 | 5,437 | 5,545 | 5,656 | 5,769 |
| Contract/Temporary Labor | 67600 | | 3,674 | 3,600 | 3,000 | 3,060 | 3,121 | 3,184 | 3,247 |
| Repair & Maintenance of Improvements | 68300 | | 3,031 | 1,000 | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 |
| TOTAL MAINTENANCE | | | 12,849 | 10,322 | 9,543 | 9,734 | 9,929 | 10,127 | 10,330 |
| ADMINISTRATION | | | | | | | | | |
| Postage | 61200 | | 17 | 17 | 17 | 17 | 18 | 18 | 18 |
| Advertising - Public Notices | 61300 | | 619 | 352 | 352 | 359 | 366 | 374 | 381 |
| City Admin Fee | 77450 | | 73 | 723 | 944 | 963 | 982 | 1,002 | 1,022 |
| TOTAL MAINTENANCE & OPERATION | | | 13,559 | 11,414 | 10,856 | 11,073 | 11,295 | 11,520 | 11,751 |
| | | | | 0 | | | | | |
| ASSESSMENTS | LOTS | 29 | $350 10,150 | $350 10,150 | $350 10,150 | $350 10,150 | $350 10,150 | $350 10,150 | $350 10,150 |
| COLLECTION RATE | | | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% |
| TOTAL COLLECTIONS | | 30310 | 10,150 | 10,150 | 10,150 | 10,150 | 10,150 | 10,150 | 10,150 |
| INTEREST INCOME | 0.00% | | - | - | - | - | - | - | - |
| ENDING FUND BALANCE | | | 7,685 | 6,421 | 5,715 | 4,792 | 3,648 | 2,277 | 676 |
| *THREE MONTH OPERATING RESERVE* | | | *3,390* | *2,854* | *2,714* | *2,768* | *2,824* | *2,880* | *2,938* |
| *SURPLUS* | | | *4,296* | *3,568* | *3,001* | *2,024* | *824* | *(603)* | *(2,261)* |

This alternative cuts expenses

H

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Tutbury PID Advisory Board met May 18, 2021 to review the proposed FY 2021/22 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2021/22 to be $20,543. The Board recommends keeping property owner assessment rates at $679 per lot. This will result in assessments totaling $16,296. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

ORDINANCE NO. 7933

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE TUTBURY PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-

manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2021; and PASSED on Second and Final Reading on this _____day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

**EXHIBIT**

Tutbury Public Improvement District

Budget: Fiscal Year 2021-2022

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

A 5.27-acre tract of land out of a 196.075 acre tract of land according to that certain Correction Warranty Deed recorded in Volume 1596, Page 135, of the Deed Records of Randall County, Texas, situated in the northeast portion of Section 40, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and administrative fees proposed for the Tutbury Public Improvement District is $20,543. Such cost will be apportioned over the development as follows:

Cost of Maintenance and Operation ..... $19,253

Administration Expense ..... $1,290

Total ..... $20,543

C. The method of assessment is to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves equally among the 24 platted lots. This year's assessment will total $16,296 ($679 per lot).

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

TUTBURY PUBLIC IMPROVEMENT DISTRICT (27400)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26
REVISED 22-Jul-21

| | | | Actual 2019/20 | Revised 2020/21 | Proposed 2021/22 | Estimated 2022/23 | Estimated 2023/24 | Estimated 2024/25 | Estimated 2025/26 |
|---|---|---|---|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | | | 34,245 | 40,795 | 42,949 | 38,702 | 34,044 | 28,967 | 23,462 |
| | | | Inflation | 2.00% | | | | | |
| PROJECTED COSTS | | | | | | | | | |
| MAINTENANCE & OPERATION: | | | | | | | | | |
| Electricity | 53150 | | 252 | 540 | 549 | 560 | 571 | 583 | 594 |
| Water & Sewer | 53200 | | 2,537 | 4,021 | 4,185 | 4,269 | 4,354 | 4,441 | 4,530 |
| Custom Gardens - Monthly Fee | 67600 | | 5,557 | 5,900 | 6,064 | 6,185 | 6,309 | 6,435 | 6,564 |
| Repair & Maintenance - Improvements | 68300 | | 398 | 2,000 | 8,200 | 8,364 | 8,531 | 8,702 | 8,876 |
| Repair & Maintenance - Irrigation | 68400 | | | 255 | 255 | 260 | 265 | 271 | 276 |
| TOTAL MAINTENANCE | | | 8,743 | 12,716 | 19,253 | 19,638 | 20,031 | 20,432 | 20,840 |
| ADMINISTRATION | | | | | | | | | |
| Postage | 61200 | | 42 | 16 | 15 | 15 | 16 | 16 | 16 |
| Advertising - Public Notices | 61300 | | 619 | 352 | 352 | 359 | 366 | 374 | 381 |
| Professional - Collection Contract | 62000 | | 240 | 240 | 240 | 245 | 250 | 255 | 260 |
| City Admin Fee | 77450 | | 102 | 818 | 683 | 697 | 711 | 725 | 739 |
| TOTAL MAINTENANCE & OPERATION | | | 9,746 | 14,142 | 20,543 | 20,954 | 21,373 | 21,800 | 22,236 |
| ASSESSMENTS | LOTS | 24 | $ 679 16,296 | $ 679 16,296 | $ 679 16,296 | $ 679 16,296 | $ 679 16,296 | $ 679 16,296 | $ 679 16,296 |
| COLLECTION RATE | | | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% |
| TOTAL COLLECTIONS | | 30311 | 16,296 | 16,296 | 16,296 | 16,296 | 16,296 | 16,296 | 16,296 |
| INTEREST INCOME 0.00% | | 37110 | - | - | - | - | - | - | - |
| Increase/Decrease in Cash | | | 6,550 | 2,154 | (4,247) | (4,658) | (5,077) | (5,504) | (5,940) |
| ENDING FUND BALANCE | | | 40,795 | 42,949 | 38,702 | 34,044 | 28,967 | 23,462 | 17,522 |
| *THREE MONTH OPERATING RESERVE* | | | *2,437* | *3,536* | *5,136* | *5,238* | *5,343* | *5,450* | *5,559* |
| *SURPLUS* | | | *38,358* | *39,413* | *33,566* | *28,805* | *23,623* | *18,012* | *11,963* |

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# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Colonies PID Advisory Board met June 24, 2021 to review the proposed FY 2021/22 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2021/22 to be $1,096,531 The Board recommended unanimously to maintaining the property owner assessment rates at $0.10 per square foot. This will result in assessments totaling $1,029,895. This decision was made in order to continue to cover all operating costs as well as an additional $460,063 annual debt service payment.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached is the Colonies Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

The PID budget and 5-year service plan discussed above have been reviewed by the Colonies PID Advisory Board.

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

LSS 9/7/2021

ORDINANCE NO. 7934

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2021; and PASSED on Second and Final Reading on this _____day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

**EXHIBIT**

Colonies Public Improvement District

Fiscal Year 2021-2022

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

A 375.8 acre tract of land being situated in Section 40, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Colonies Public Improvement District is $1,096,531. Such cost will be apportioned over the development as follows:

| | |
|---|---|
| Cost of Maintenance | $593,480 |
| Administration Expense | $42,988 |
| Debt Service Obligation | $460,063 |
| Total | $1,096,531 |

C. This year's assessment will total $1,029,895 The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to $0.10 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to $0.10 multiplied by the total square footage of the lot for lots 1 acre or less. Commercial lots greater than 1 acre will be assessed an additional $500 per acre or portion thereof, with a maximum assessment of $10,000 per lot.

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

COLONIES # 5 PUBLIC IMPROVEMENT DISTRICT (27300)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: Actual 2019/20 and ESTIMATED 2020/21 to 2030/31
REVISED 8-Sep-21

| | | | | Actual 2019/20 | | Budget 2020/21 | | Revised 2020/21 | | Proposed 2021/22 | | Estimated 2022/23 | | Estimated 2023/24 | | Estimated 2024/29 | | Estimated 2029/26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | | | | 600,359 | | 904,574 | | 904,574 | | 987,961 | | 921,325 | | 774,436 | | 617,834 | | 456,684 |
| | | | INFLATION | | | | | | | | | | | | | | | |
| | | | | SQ FT | | SQ FT | | SQ FT | | SQ FT | | SQ FT | | SQ FT | | SQ FT | | SQ FT |
| PROJECTED COSTS | | | | NEW | TOTAL | NEW | TOTAL | NEW | TOTAL | NEW | TOTAL | NEW | TOTAL | NEW | TOTAL | NEW | TOTAL | NEW | TOTAL |
| MAINTENANCE & OPERATION: | | | | | | | | | | | | | | | | | | | |
| PARK MAINTENANCE COST: | | | | 678,586 | 0.724 | 723,586 | 0.735 | 723,586 | 0.822 | 723,586 | 0.880 | - 723,586 | 0.892 | - 723,586 | 0.905 | - 723,586 | 0.918 | - 723,586 | 0.937 |
| Operating | 51200 | | | | 2,374 | | - | | - | | - | | - | | - | | - | | - |
| Landscaping (Botany & Agriculture | 51450 | | | | 93,726 | | 91,153 | | 91,153 | | 91,153 | | 92,978 | | 94,836 | | 96,732 | | 98,667 |
| Electricity | 53150 | | | | 19,391 | | 19,465 | | 17,147 | | 17,494 | | 17,844 | | 18,201 | | 18,565 | | 18,936 |
| Water & Sewer | 53200 | | | | 167,788 | | 150,000 | | 215,437 | | 200,000 | | 204,000 | | 208,080 | | 212,242 | | 216,486 |
| PID Management Fees (private) | 62015 | | | | 30,715 | | 31,302 | | 31,704 | | 32,976 | | 33,636 | | 34,308 | | 34,994 | | 35,694 |
| Custom Gardens (monthly fee) | 67600 | | | | 149,322 | | 166,821 | | 166,821 | | 180,000 | | 180,000 | | 180,000 | | 180,000 | | 183,600 |
| Hardscape Repairs | 68300 | | | | 61,022 | | 31,815 | | 31,815 | | 60,250 | | 61,455 | | 62,684 | | 63,938 | | 65,217 |
| Irrigation Repairs | 68400 | | | | 4,580 | | 11,366 | | 11,366 | | 11,366 | | 11,593 | | 11,825 | | 12,062 | | 12,303 |
| Insurance (City Charge) | 71100 | | | | 134 | | 182 | | 181 | | 241 | | 246 | | 251 | | 256 | | 261 |
| TOTAL MAINTENANCE | | | | | 479,062 | | 492,104 | | 555,624 | | 593,480 | | 601,750 | | 610,185 | | 618,788 | | 631,164 |
| ADMINISTRATION: | | | | | | | | | | | | | | | | | | | |
| Postage | 61200 | | | | 554 | | 462 | | 461 | | 462 | | 471 | | 481 | | 490 | | 500 |
| Advertising - Public Notices | 61300 | | | | 818 | | 420 | | 420 | | 420 | | 428 | | 437 | | 446 | | 455 |
| Tax Assessor Commission | 62000 | | | | 6,408 | | 7,692 | | 7,692 | | 7,692 | | 7,846 | | 8,003 | | 8,163 | | 8,326 |
| City Admin Fee | 77450 | | | | 4,822 | | 30,829 | | 30,829 | | 34,414 | | 35,102 | | 35,804 | | 36,520 | | 37,251 |
| TOTAL ADMINISTRATION | | | | | 12,602 | | 39,403 | | 39,422 | | 42,988 | | 43,848 | | 44,725 | | 45,619 | | 46,533 |
| TOTAL MAINTENANCE & OPERATION | | | | | 491,565 | | 531,507 | | 595,046 | | 636,468 | | 645,597 | | 654,909 | | 664,407 | | 677,696 |
| Bond Proceeds | 39810 | | | | - | | - | | - | | - | | 1,000,000 | | - | | - | | - |
| Developer Reimbursements | 85300 | | | | - | | - | | - | | - | | (1,000,000) | | - | | - | | - |
| Debt Service First Issue (2006 2/15/26 mat) | | 585,000 | refunded 2020 | | 52,631 | | 45,946 | | | | | | | | | | | | |
| Debt Service Second Issue (2006B 2/15/29 mat) | | 1,500,000 | refunded 2020 | | 91,932 | | 109,172 | | | | | | | | | | | | |
| Debt Service Refunding (2020Ref 2/15/28 mat) | | 950,000 | | | - | | - | | 141,653 | | 145,300 | | 142,700 | | 140,100 | | 137,500 | | 115,100 |
| Debt Service Third Issue (2014 8/15/34 mat) | | 1,535,000 | | | 104,531 | | 102,581 | | 102,581 | | 105,631 | | 104,056 | | 106,956 | | 104,706 | | 107,456 |
| Debt Service Fourth Issue (2018 2/15/38 mat) | | 3,000,000 | | | 210,481 | | 206,631 | | 206,631 | | 207,131 | | 207,431 | | 207,531 | | 207,431 | | 207,131 |
| Estimated Debt Service Fifth Issue | | 1,000,000 | | | - | | - | | - | | - | | 75,000 | | 75,000 | | 75,000 | | 75,000 |
| Estimated Debt Service Sixth Issue | | 3,000,000 | | | - | | - | | - | | - | | - | | - | | - | | - |
| Fiscal Agent Fees | | | | | - | | 2,500 | | 2,000 | | 2,000 | | 2,000 | | 2,000 | | 2,000 | | 2,000 |
| Total Debt Service | 92150 | | | | 459,576 | | 466,830 | | 452,865 | | 460,063 | | 531,188 | | 531,588 | | 526,637 | | 506,687 |
| TOTAL EXPENDITURES | | | | | 951,140 | | 998,337 | | 1,047,911 | | 1,096,531 | | 1,176,785 | | 1,186,497 | | 1,191,045 | | 1,184,383 |
| | | | | UNITS | RATE | UNITS | RATE | UNITS | RATE | UNITS | RATE | UNITS | RATE | UNITS | RATE | UNITS | RATE | UNITS | RATE |
| ASSESSMENTS | | | | | | | | | | | 0% | | 0% | | 0% | | 0% | | 0% |
| RESIDENTIAL | | | | 9,769,415 | 0.1000 | 9,530,419 | 0.1000 | 9,530,419 | 0.1000 | 9,418,586 | 0.1000 | 9,418,586 | 0.1000 | 9,418,586 | 0.1000 | 9,418,586 | 0.1000 | 9,418,586 | 0.1000 |
| COMMERCIAL | | | | 970,234 | 0.0778 | 1,000,334 | 0.0778 | 1,000,334 | 0.0778 | 1,072,747 | 0.0821 | 1,072,747 | 0.0821 | 1,072,747 | 0.0821 | 1,072,747 | 0.0821 | 1,072,747 | 0.0821 |
| | | | | | | | | | | | | | | | | | | | |
| TOTAL ASSESSMENTS | 30311 | | | | 1,054,399 | | 1,030,841 | | 1,030,841 | | 1,029,695 | | 1,029,695 | | 1,029,695 | | 1,029,695 | | 1,029,695 |
| COLLECTION RATE | | | | | 99.96% | | 100.00% | | 100.04% | | 100.00% | | 100.00% | | 100.00% | | 100.00% | | 100.00% |
| TOTAL COLLECTIONS | | | | | 1,054,201 | | 1,030,841 | | 1,031,250 | | 1,029,695 | | 1,029,695 | | 1,029,695 | | 1,029,695 | | 1,029,695 |
| INTEREST INCOME | 1.00% | | | | 1,155 | | - | | 48 | | - | | - | | - | | - | | - |
| MISCELLANEOUS INCOME | | | | | - | | 100,000 | | 100,000 | | - | | - | | - | | - | | - |
| INCREASE (DECREASE) IN CASH | | | | | 104,219 | | 132,504 | | 83,387 | | (66,836) | | (146,890) | | (156,802) | | (161,150) | | (154,488) |
| Ending Fund Balance | | | | | 904,574 | | 1,037,078 | | 987,961 | | 921,325 | | 774,436 | | 617,634 | | 456,684 | | 302,196 |
| Three Month Operating Reserve | | | | | 237,785 | | 249,584 | | 261,978 | | 274,133 | | 294,196 | | 296,624 | | 297,761 | | 296,096 |
| Surplus | | | | | 666,789 | | 787,494 | | 725,983 | | 647,193 | | 480,239 | | 321,210 | | 158,923 | | 6,100 |

J

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, must be approved on an annual basis. The Greenways PID Advisory Board met June 16, 2021 to review the proposed FY 2021/22 budget and service plan. The Greenways PID budget projects total maintenance, operation and debt service expenses for FY 2021/22 to be $761,074. The Board recommends maintaining property owner assessment rates at $750 for type A lots, $625 for type B lots, $900 for type D lots, and $1,875 per acre for commercial property. This will result in assessments totaling $671,219. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached is the Greenways Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

Newspaper and property owner notices have been sent to property owners within the Greenways PID boundary regarding this item. At this time of writing, Development Services staff have received no comments.

**Staff Recommendation**

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

LSS 9/7/2021

ORDINANCE NO. 7935

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE GREENWAYS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021/2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021/2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: A Budget for the fiscal year of 2021/2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021/2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____ day of _____, 2021; and PASSED on Second and Final Reading on this _____ day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

**EXHIBIT**

Greenways Public Improvement District
Fiscal Year 2021/2022

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

A 671.30-acre tract of land being all of Section 39, Block 9, BS&F Survey, Randall County, Texas as indicated in deeds recorded in the real property records of Randall County.

B. The total estimated costs for maintenance, operation, administrative fees, and debt service proposed for the Greenways Public Improvement District is $761,074. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....$484,415

Administration Expense.....$38,557

Debt Service.....$203,102

Total.....$761,074

C. This year's assessment will total $671,219. The method of assessment will be to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will consist of Class A, Class B, and Class D lots. At the time a plat is filed, Developer will designate the classification for each lot. Class A lots will generally be larger lots and may have additional amenities. Class B lots will be the majority of the lots and will generally be smaller lots. Class D lots are those located adjacent to Tuscany Village. Class B residential lots will be assessed equally on a per lot basis. Class A lots will be assessed equally on a per lot basis at 120% of the Class B lot assessment. Class D lots will be assessed equally on a per lot basis at 120% of the Class A lot assessment. The 2021/2022 Class A lot assessment will be $750.00 per lot, the Class B lot assessment will be $625.00 per lot, and the Class D lot assessment will be $900.00 per lot.
2. Commercial Property: The 2021/2022 Commercial property assessment will be $1,800.00 per acre.

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.

4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021/2022.

**GREENWAYS AT HILLSIDE PUBLIC IMPROVEMENT DISTRICT (27100)**
**FIVE YEAR IMPROVEMENT PLAN**
**FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26**
**REVISED 7-Jul-21**

| | | | Actual 2019/20 | Budget 2020/21 | Revised 2020/21 | Proposed 2021/22 | Estimated 2022/23 | Estimated 2023/24 | Estimated 2024/25 | Estimated 2025/26 |
|---|---|---|---|---|---|---|---|---|---|---|
| **BEGINNING FUND BALANCE** | | | 466,461 | 264,231 | 264,231 | 298,630 | 208,775 | 148,837 | 159,451 | 159,288 |
| **PROJECTED COSTS** | | NEW / ACREAGE TOTAL | | | | | | | | |
| **MAINTENANCE & OPERATION:** | | INFLATION | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |
| **PARK MAINTENANCE COST:** | | 0.30 | 28.75 14,350 | 28.75 16,796 | 28.75 17,376 | 28.75 18,199 | 28.75 18,377 | 29 18,744 | 29 19,119 | 29 19,502 |
| Operating | 51200 | | - | - | - | - | - | - | - | - |
| Janitorial Supplies | 51250 | | - | - | - | - | - | - | - | - |
| Botanical & Agricultural | 51450 | | 4,153 | 2,000 | 11,500 | 11,500 | 11,730 | 11,965 | 12,204 | 12,448 |
| Electricity | 53150 | | 3,927 | 3,322 | 2,893 | 2,901 | 2,959 | 3,018 | 3,079 | 3,140 |
| Water & Sewer | 53200 | | 167,187 | 200,000 | 231,439 | 236,514 | 244,304 | 249,190 | 254,174 | 259,258 |
| Drainage Utility Fee | 53300 | | - | - | - | - | - | - | - | - |
| Miscellaneous (unassigned) | 61600 | | 11,800 | 15,000 | 15,000 | 15,000 | 15,300 | 15,606 | 15,918 | 16,236 |
| Contract Labor | 67600 | | 174,444 | 153,000 | 157,000 | 172,000 | 170,340 | 173,747 | 177,222 | 180,766 |
| Repair & Maintenance of Improvements | 68300 | | 227 | 10,200 | 13,000 | 13,000 | 13,260 | 13,525 | 13,796 | 14,072 |
| Other Improvements | 68312 | | - | 33,700 | 5,000 | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 |
| Repair & Maintenance of Lighting | 68318 | | - | - | - | - | - | - | - | - |
| Repair & Maintenance of Irrigation | 68400 | | 17,040 | 25,500 | 25,500 | 25,500 | 26,010 | 26,530 | 27,061 | 27,602 |
| Equipment Rental | 69210 | | - | - | - | - | - | - | - | - |
| **TOTAL MAINTENANCE** | | | 388,778 | 444,722 | 461,432 | 484,415 | 489,803 | 498,783 | 508,759 | 518,934 |
| **ADMINISTRATION:** | | | | | | | | | | |
| Postage | 61200 | | 641 | 550 | 550 | 550 | 561 | 572 | 584 | 595 |
| Advertising Public Notices | 61300 | | 695 | 529 | 529 | 529 | 540 | 550 | 561 | 573 |
| Professional Collection Contract | 62000 | | 8,408 | 8,576 | 8,576 | 8,576 | 8,748 | 8,922 | 9,101 | 9,283 |
| City Administrative fee | 77450 | | 4,121 | 28,503 | 28,503 | 28,902 | 29,480 | 30,070 | 30,671 | 31,284 |
| **TOTAL ADMINISTRATION** | | | 13,775 | 38,158 | 38,158 | 38,557 | 39,328 | 40,115 | 40,917 | 41,735 |
| **TOTAL MAINTENANCE & OPERATION** | | | 402,552 | 482,880 | 499,590 | 522,972 | 529,131 | 538,898 | 549,676 | 560,670 |
| **Developer Reimbursement** | | | (300,000) | (1,000,000) | (1,000,000) | (35,000) | (35,000) | (35,000) | (35,000) | (35,000) |
| **Bond Proceeds** | | | | 1,000,000 | - | | | | | |
| **DEBT SERVICE PAYMENTS** | | | | | | | | | | |
| SECOND ISSUE PAYMENT (2003 COs, 9/15/23 Maturity Date) | | 620,000 *refunded 2020* | 48,145 | 52,788 | - | - | - | - | - | - |
| THIRD ISSUE PAYMENT (2008A Cos, 2/15/28 Maturity Date) | | 600,000 *refunded 2020* | 37,160 | 47,305 | - | - | - | - | - | - |
| DEBT SERVICE REFUNDING (2020/Ref 2/15/28 Maturity Date) | | 430,000 | - | 44,810 | 84,594 | 86,300 | 84,700 | 38,550 | 42,800 | 42,000 |
| FOURTH ISSUE PAYMENT (2014 COs, 08/15/34 Maturity Date) | | 725,000 | 48,688 | 75,000 | 52,788 | 51,736 | 50,950 | 49,900 | 48,850 | 47,800 |
| FIFTH ISSUE PAYMENT (2021 Cos, 2/15/2041 Maturity Date) | | 975,000 | - | 2,500 | - | 62,565 | 60,925 | 59,725 | 58,525 | 62,250 |
| Fiscal Agent Fees | | | - | - | - | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 |
| Total Debt Service | | | 134,002 | 222,403 | 137,382 | 203,102 | 199,075 | 150,675 | 152,675 | 154,550 |
| **TOTAL EXPENDITURES** | | | 846,554 | 1,705,283 | 1,636,942 | 761,074 | 767,406 | 724,573 | 737,351 | 750,220 |
| **ASSESSMENTS** | | | | | | | | | | |
| | | UNITS / Yearly Increase | RATE 50 | UNITS / Yearly Increase | RATE 50 | UNITS / Yearly Increase | RATE 50 | UNITS / Yearly Increase | RATE 50 | UNITS / Yearly Increase | RATE 50 | UNITS RATE | UNITS RATE | UNITS RATE |
| **RESIDENTIAL B** | | 919 | 575 551,400 | 919 | 625 574,375 | 919 | 625 574,375 | 919 | 625 574,375 | 969 | 625 605,625 | 969 655 634,695 | 969 655 634,695 | 969 655 634,695 |
| **RESIDENTIAL A** | | 68 | 690 48,960 | 68 | 750 51,000 | 68 | 750 51,000 | 68 | 750 51,000 | 68 | 750 51,000 | 68 786 53,448 | 68 786 53,448 | 68 786 53,448 |
| **RESIDENTIAL D** | | 26 | 826 22,464 | 26 | 900 23,400 | 26 | 900 23,400 | 26 | 900 23,400 | 26 | 900 23,400 | 26 943 24,523 | 26 943 24,523 | 26 943 24,523 |
| **COMMERCIAL** | | 5.4 | 1,725 20,538 | 12.0 | 1,875 22,444 | 12.0 | 1,875 22,444 | 12.0 | 1,875 22,444 | 12.0 | 1,875 22,444 | 12.0 1,965 23,521 | 12.0 1,965 23,521 | 12.0 1,965 23,521 |
| **TOTAL ASSESSMENTS** | 30311 | | 643,362 | | 671,219 | | 671,219 | | 671,219 | | 702,469 | 736,187 | 736,187 | 736,187 |
| **COLLECTION RATE** | | | 100.00% | | 100.00% | | 100.01% | | 100.00% | | 100.00% | 100.00% | 100.00% | 100.00% |
| **TOTAL COLLECTIONS** | | | 643,532 | | 671,219 | | 671,316 | | 671,219 | | 702,469 | 736,187 | 736,187 | 736,187 |
| **INTEREST INCOME** | | | 791 | | 622 | | 25 | | - | | - | - | - | - |
| **INCREASE (DECREASE) IN CASH** | | | (202,230) | | (33,442) | | 34,400 | | (89,855) | | (59,938) | 11,614 | (1,164) | (14,032) |
| **ENDING FUND BALANCE** | | | 264,231 | | 230,789 | | 298,630 | | 208,775 | | 148,837 | 160,451 | 159,288 | 145,255 |
| **Three Month Operating Reserve** | | | 103,138 | | 120,720 | | 124,890 | | 130,743 | | 132,083 | 134,725 | 137,419 | 140,167 |
| ***Surplus*** | | | 161,093 | | 110,069 | | 173,740 | | 78,032 | | 16,754 | 25,727 | 21,869 | 5,088 |

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# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

Public hearing and consideration to levy an assessment on property within the Pinnacle Public Improvement District.

**Agenda Item Summary**

An assessment against each parcel of property in the Pinnacle Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Pinnacle PID Advisory Board met May 21, 2021 to review the proposed FY 2021/22 budget and service plan. The Pinnacle PID budget projects total maintenance and operation expenses for FY 2021/22 to be $54,800. The Board recommends maintaining property owner assessment rates of $0.07 per square foot. This will result in assessments totaling $85,823. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Pinnacle PID. Attached is the Pinnacle Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

LSS 9/7/2021

ORDINANCE NO. 7936

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE PINNACLE PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-

manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2021; and PASSED on Second and Final Reading on this _____day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

**EXHIBIT**

Pinnacle Public Improvement District

Fiscal Year 2021-2022

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

Vicinity- South of Hollywood Road/Loop 335, west of Western Street, north of Sundown Land, and east of Bell Street.

Being a 510.66 acre tract of land located in Section 3, Block 9, BS&F Survey, Randall County, Texas.

B. The total estimated costs for maintenance, operation, and administration expenses proposed for the Pinnacle Public Improvement District is $54,800. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....$52,826

Administration Expense.....$1,974

Total .....$54,800

C. This year's assessment will total $85,823. The method of assessment will be to divide the total maintenance, operational, and administrative costs, as well as, maintenance reserves as follows:

1. Residential Property: Residential property will be assessed an amount equal to $0.07 multiplied by the total square footage of the lot.
2. Commercial Property: Commercial property will be assessed an amount equal to $0.07 multiplied by the total square footage of the lot for the first 43,560 square feet. Any portion of the lot that exceeds 43,560 will be assessed at a rate that is equal to 20% of the rate for Residential Property.

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

PINNACLE PUBLIC IMPROVEMENT DISTRICT (27060)
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ACTUAL 2018/19 AND ESTIMATED 2019/20 TO 2025/26
REVISED 22-Jul-21

| | | 2019/20 Actual | 2020/21 Revised | 2021/22 Proposed | 2022/23 Estimated | 2023/24 Estimated | 2024/25 Estimated | 2025/26 Estimated |
|---|---|---|---|---|---|---|---|---|
| BEGINNING FUND BALANCE | | - | (664) | (1,057) | 29,967 | 45,694 | 74,702 | 41,414 |
| | | INFLATION | | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |
| PROJECTED COSTS | | SQ FT NEW TOTAL | SQ FT NEW TOTAL | SQ FT NEW TOTAL | SQ FT NEW TOTAL | SQ FT NEW TOTAL | SQ FT NEW TOTAL | |
| MAINTENANCE & OPERATION: | | | | | | | | |
| PARK MAINTENANCE COST: | | - - - | - - - | 78,300 78,300 0.6999 | - 78,300 0.6952 | 96,900 175,200 0.6340 | 175,200 0.6660 | - 175,200 0.8089 |
| Operating | 51200 | - | - | - | - | - | - | - |
| Janitorial Supplies | 51250 | - | - | - | - | - | - | - |
| Botany & Agriculture | 51450 | - | - | - | - | - | - | - |
| Electricity | 53150 | - | - | 1,918 | 1,957 | 1,996 | 2,036 | 2,077 |
| Water & Sewer | 53200 | - | - | 10,908 | 11,126 | 25,393 | 25,901 | 26,419 |
| PID Management Fees (private) | 62015 | - | - | 5,000 | 15,000 | 15,000 | 20,000 | 25,000 |
| Repair & Maintenance of Improvements | 68300 | - | - | 5,000 | 10,000 | 10,000 | 10,000 | 10,000 |
| Temporary/Contract Labor | 67600 | - | - | 30,000 | 30,000 | 55,637 | 55,637 | 74,037 |
| Repair & Maintenance Other Improvements | 68312 | - | - | - | - | - | - | - |
| Improvements | 83200 | - | - | - | - | - | - | - |
| TOTAL MAINTENANCE | | - | - | 52,826 | 68,083 | 108,026 | 113,574 | 137,532 |
| ADMINISTRATION | | | | | | | | |
| Postage | 61200 | 85 | - | 100 | 102 | 104 | 106 | 108 |
| Advertising - Public Notices | 61300 | 579 | 365 | 350 | 357 | 364 | 371 | 379 |
| Professional - Collection Contract | 62000 | - | - | 735 | 750 | 1,249 | 1,274 | 1,784 |
| City Admin Fee | 77450 | - | 28 | 788 | 804 | 1,338 | 1,365 | 1,911 |
| TOTAL ADMINISTRATION | | 664 | 393 | 1,973 | 2,013 | 3,055 | 3,116 | 4,182 |
| TOTAL MAINTENANCE & OPERATION | | 664 | 393 | 54,800 | 70,095 | 111,081 | 116,690 | 141,714 |
| Bond Proceeds | | | | | | | 750,000 | |
| Developer Reimbursements | | | | | | | (750,000) | - |
| Debt Service Proposed Issues | | - | - | - | - | - | 55,186 | 55,186 |
| Fiscal Agent Fees | | - | - | - | - | - | 1,500 | 1,500 |
| Total Debt Service | | - | - | - | - | - | 56,686 | 56,686 |
| TOTAL EXPENDITURES | | 664 | 393 | 54,800 | 70,095 | 111,081 | 173,376 | 198,401 |
| ASSESSMENTS | | | | | | | | |
| | | UNTS RATE | UNTS RATE | UNTS RATE | UNTS RATE | UNTS RATE | UNTS RATE | UNITS RATE |
| RESIDENTIAL | | - 0.0600 - | - 0.0600 - | 1,226,043 0.0700 85,823 | 1,226,043 0.0700 85,823 | 2,001,262 0.0700 140,088 | 2,001,262 0.0700 140,088 | 2,747,567 0.0900 247,281 |
| CISD PROPERTY (EXEMPTED) | | - 0.0000 - | - 0.0000 - | - 0.0000 - | - 0.0000 - | - 0.0000 - | - 0.0000 - | - 0.0000 - |
| OTHER PROPERTY (>43,560 SQ FT) | | - 0.0120 - | - 0.0120 - | - 0.0120 - | - 0.0120 - | - 0.0120 - | - 0.0120 - | - 0.0120 - |
| COLLECTION RATE | | 0.00% | 0.00% | 100.00% | 0.00% | 100.00% | 0.00% | 100.00% |
| TOTAL COLLECTIONS | | - | - | 85,823 | 85,823 | 140,088 | 140,088 | 247,281 |
| INTEREST INCOME 0.00% | | - | - | - | - | - | - | - |
| Prepaid by Developer | | - | | | | | | |
| Increase/Decrease in Cash | | (664) | (393) | 31,024 | 15,728 | 29,008 | (33,288) | 48,880 |
| ENDING FUND BALANCE | | (664) | (1,057) | 29,967 | 45,694 | 74,702 | 41,414 | 90,295 |
| *THREE MONTH OPERATING RESERVE* | | *166* | *98* | *13,700* | *17,524* | *27,770* | *43,344* | *49,600* |
| *SURPLUS* | | *(830)* | *(1,155)* | *16,267* | *28,171* | *46,932* | *(1,930)* | *40,694* |

# Amarillo City Council
# Agenda Transmittal Memo

| | | | |
|---|---|---|---|
| **Meeting Date** | September 14, 2021 | **Council Priority** | Economic Development & Redevelopment |
| **Department** | Development Services | | |
| **Contact** | Kelley Shaw, Development Customer Service Coordinator | | |

**Agenda Caption**

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

**Agenda Item Summary**

An assessment against each parcel of property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Heritage Hills PID Advisory Board met June 16, 2021 to review the proposed FY 2021/22 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2021/22 to be $140,247. The Board recommends maintaining property owner assessment rates of $0.08 per square foot. This will result in assessments totaling $427,364. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached is the Heritage Hills Public Improvement District Fiscal Year 2021/22 budget, service plan, and associated ordinance and exhibit.

**Requested Action**

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

**Funding Summary**

Budget and 5-year service plan attached.

**Community Engagement Summary**

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

**Staff Recommendation**

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

LSS 9/7/2021

ORDINANCE NO. 7937

AN ORDINANCE LEVYING AN ASSESSMENT ON PROPERTY WITHIN THE HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT AS AUTHORIZED BY CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE FOR FISCAL YEAR 2021-2022; ADOPTING A BUDGET FOR FISCAL YEAR 2021-2022 AND FIVE-YEAR SERVICE PLAN; DESCRIBING THE AREA WITHIN THE PUBLIC IMPROVEMENT DISTRICT; OBLIGATING THE AREA TO PAY THE COSTS ASSOCIATED WITH THE PUBLIC IMPROVEMENT DISTRICT; ESTABLISHING AN ESTIMATE OF THE TOTAL COST OF PROVIDING SPECIAL SERVICES WITHIN THE DISTRICT; SPECIFYING THE METHOD OF PAYMENT OF THE ASSESSMENT; ESTABLISHING THAT ASSESSMENTS MAY BE PAID IN PERIODIC INSTALLMENTS AND OBLIGATING PERSONS PURCHASING PROPERTY WITHIN THE PUBLIC IMPROVEMENT DISTRICT TO PARTICIPATE IN THE PAYMENT OF ASSESSMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

SECTION 2: The City of Amarillo hereby grants the Board authority to approve, by a majority vote, the contracting of maintenance of manmade hardscape and non-

manmade/living improvements with private businesses in accordance with the Budget and Five-year Service Plan, as amended.

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

SECTION 4: A Budget for the fiscal year of 2021-2022 and Five-year Service Plan that defines the annual indebtedness and the projected costs for improvements and maintenance thereof is attached. The Service Plan is subject to annual review and approval as is contemplated by law and is hereby approved.

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

SECTION 6: The assessment roll for each parcel, method of assessment and amount of assessment for the 2021-2022 fiscal year is described on the attached exhibit and is hereby approved.

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

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

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

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____day of _____, 2021; and PASSED on Second and Final Reading on this _____day of _____, 2021.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

_____

Bryan McWilliams, City Attorney

**EXHIBIT**

Heritage Hills Public Improvement District

Fiscal Year 2021-2022

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

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

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

B. The total estimated costs for maintenance, operation, and debt service payments proposed for the Heritage Hills Public Improvement District is $140,247. Such cost will be apportioned over the development as follows:

Cost of Maintenance.....$132,930

Administration Expense.....$7,317

Total .....$140,247

C. This year's assessment will total $427,364. The method of assessment will be to divide the total maintenance, operational, administrative and debt service costs, as well as, maintenance reserves as follows:

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

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

1. These assessments are due and payable October 1, 2021.
2. These assessments become delinquent if not paid prior to February 1, 2022 and will accrue interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes pursuant to Section 372.018(f) of the Local Government Code.
3. These assessments are subject to suit immediately upon becoming delinquent as defined above.
4. Property owners can pay their assessment using any method allowed by the Property Tax Code for the payment of property taxes except the half payment option.

E. The assessment roll per parcel has been properly filed with the City Secretary's office and is approved for fiscal year 2021-2022.

**HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT (27110)**
**FIVE YEAR IMPROVEMENT PLAN**
**FISCAL YEARS: ACTUAL 2019/20 AND ESTIMATED 2020/21 TO 2025/26**
**REVISED 8-Sep-21**

| | | | | Actual 2019/20 | | | Budget 2020/21 | | | Revised 2020/21 | | | Proposed 2021/22 | | | Estimated 2022/23 | | | Estimated 2023/24 | | | Estimated 2024/25 | | | Estimated 2025/26 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **BEGINNING FUND BALANCE** | | | | 317,732 | | | 604,051 | | | 911,053 | | | 817,384 | | | 704,481 | | | 989,441 | | | 1,270,922 | | | 1,548,854 |
| | INFLATION | | | | | | 2.00% | | | 2.00% | | | 2.00% | | | 2.00% | | | 2.00% | | | 2.00% | | | 2.00% |
| **PROJECTED COSTS** | | NEW | SQ FT | TOTAL | NEW | SQ FT | TOTAL | NEW | SQ FT | TOTAL | NEW | SQ FT | TOTAL | NEW | SQ FT | TOTAL | NEW | SQ FT | TOTAL | NEW | SQ FT | TOTAL | NEW | SQ FT | TOTAL |
| **MAINTENANCE & OPERATION:** | | | | | | | | | | | | | | | | | | | | | | | | | |
| **PARK MAINTENANCE COST:** | | - | - | - | 70,000 | 70,000 | 1.32394 | 70,336 | 140,336 | 0.60067 | - | 140,336 | 0.99937 | 32,000 | 172,336 | 1.00948 | - | 172,336 | 1.02967 | - | 172,336 | 1.05026 | - | 172,336 | 1.07127 |
| **Electricity** | 53150 | | | - | | | 6,000 | | | 6,000 | | | 6,120 | | | 7,656 | | | 7,819 | | | 7,976 | | | 8,135 |
| **Water & Sewer** | 53200 | | | - | | | 30,000 | | | 5,000 | | | 30,000 | | | 37,578 | | | 38,329 | | | 39,096 | | | 39,878 |
| **Contract/Temporary Labor** | 67600 | | | 26,659 | | | 40,000 | | | 55,500 | | | 86,610 | | | 108,486 | | | 110,656 | | | 112,869 | | | 115,127 |
| **Repair & Maintenance of Improvements** | 68300 | | | | | | 10,000 | | | 10,000 | | | 10,200 | | | 12,776 | | | 13,032 | | | 13,293 | | | 13,558 |
| **TOTAL MAINTENANCE** | | | | 26,659 | | | 86,000 | | | 76,500 | | | 132,930 | | | 166,506 | | | 169,836 | | | 173,233 | | | 176,698 |
| **ADMINISTRATION** | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Postage** | 61200 | | | 450 | | | 225 | | | 225 | | | 230 | | | 234 | | | 239 | | | 244 | | | 248 |
| **Advertising - Public Notices** | 61300 | | | 595 | | | 375 | | | 375 | | | 383 | | | 390 | | | 398 | | | 406 | | | 414 |
| **Professional - Collection Contract** | 62000 | | | 3,136 | | | 3,136 | | | 4,256 | | | 4,341 | | | 4,428 | | | 4,517 | | | 4,607 | | | 4,699 |
| **City Admin Fee** | 77450 | | | 25 | | | 2,940 | | | 2,940 | | | 2,364 | | | 2,411 | | | 2,460 | | | 2,509 | | | 2,559 |
| **TOTAL MAINTENANCE & OPERATION** | | | | 30,865 | | | 92,676 | | | 84,296 | | | 140,247 | | | 173,970 | | | 177,449 | | | 180,998 | | | 184,618 |
| **Developer Reimbursement** | | | | | | | | | | (429,601) | | | (400,000) | | | | | | | | | | | | |
| **ASSESSMENTS** | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | UNITS | RATE | | UNITS | RATE | | UNITS | RATE | | UNITS | RATE | | UNITS | RATE | | UNITS | RATE | | UNITS | RATE | | UNITS | RATE | |
| **RESIDENTIAL** | | 3,570,464 | 0.0800 | 285,637 | 4,623,765 | 0.0800 | 369,901 | 4,623,765 | 0.0800 | 369,901 | 4,973,765 | 0.0800 | 397,901 | 5,372,802 | 0.0800 | 429,824 | 5,372,802 | 0.0800 | 429,824 | 5,372,802 | 0.0800 | 429,824 | 5,372,802 | 0.0800 | 429,824 |
| **MULTIFAMILY** | | 428,789 | 0.0800 | 34,303 | 428,789 | 0.0800 | 34,303 | 428,789 | 0.0800 | 34,303 | 428,789 | 0.0800 | 34,303 | 428,789 | 0.0800 | 34,303 | 428,789 | 0.0800 | 34,303 | 428,789 | 0.0800 | 34,303 | 428,789 | 0.0800 | 34,303 |
| **COLLECTION RATE** | | | | 111.04% | | | 98.88% | | | 98.88% | | | 98.88% | | | 98.88% | | | 98.88% | | | 98.88% | | | 98.88% |
| **TOTAL COLLECTIONS** | 30311 | | | 317,184 | | | 399,678 | | | 420,208 | | | 427,364 | | | 458,930 | | | 458,930 | | | 458,930 | | | 458,930 |
| **INTEREST INCOME** 0.00% | | | | - | | | - | | | - | | | - | | | - | | | - | | | - | | | - |
| **Increase/Decrease in Cash** | | | | 286,319 | | | 307,002 | | | (93,689) | | | (112,883) | | | 284,960 | | | 281,481 | | | 277,932 | | | 274,312 |
| **ENDING FUND BALANCE** | | | | 604,051 | | | 911,053 | | | 817,364 | | | 704,481 | | | 989,441 | | | 1,270,922 | | | 1,548,854 | | | 1,823,166 |
| ***THREE MONTH OPERATING RESERVE*** | | | | *7,716* | | | *23,169* | | | *21,074* | | | *35,062* | | | *43,492* | | | *44,362* | | | *45,249* | | | *46,154* |
| ***SURPLUS*** | | | | *596,334* | | | *887,884* | | | *796,290* | | | *669,419* | | | *945,949* | | | *1,226,560* | | | *1,503,605* | | | *1,777,012* |