

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, AUGUST 1, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Discuss Council Calendar options;
 - (3) Staff presentation – overview on Public Improvement District purpose, creation, approval and operation; and
 - (4) Consider future Agenda items and request reports from City Manager.

REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street Methodist Church

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

1. **CONSENT AGENDA:**

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

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

A. **MINUTES:**

Approval of the City Council minutes of the orientation and regular meetings held on July 25, 2017.

B. **EASEMENT VACATION:**

Consideration and possible action on a resolution approving the vacation of 22.775 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Park Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas. This vacation was reviewed and recommended for approval by a 7:0 vote from the Planning and Zoning Commission. (Vicinity: Westwood Drive and Blossom Way)

C. **EASEMENT DEDICATION:**

Consideration and possible action on a dedication of 11.516 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Park Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas. This dedication was reviewed and recommended for approval by a 7:0 vote from the Planning and Zoning Commission. (Vicinity: Westwood Drive and Blossom Way)

D. **AVIATION CLEAR ZONE EASEMENT:**

Aviation Clear Zone Easement, being 4,350 feet above mean sea level above the plat of Thomas Addition Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 152, Block 2, AB&M Survey, Randall County, Texas. (Vicinity: Southeast 58th Avenue and South Osage Street)

E. **APPROVAL - LICENSE AND HOLD HARMLESS AGREEMENT:**

License and Hold Harmless to encumber a 15' by 100' surface of Public Utility Easement, Drainage Easement, and Fire Lane Easement (vacated 80' Public ROW) for the building foundation/structure in Lot 3, Block 185, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: South Jackson Street and Southwest 14th Avenue)

REGULAR AGENDA

2. **RESOLUTION – PUBLIC HEARING – PINNACLE PUBLIC IMPROVEMENT DISTRICT:**

This resolution conducts a public hearing and establishes a public improvement district to be located in the subdivisions known as “Pinnacle” in the vicinity of Bell Street, Hollywood Road/Loop 335 and South Western Street. This petition was submitted by Matt Griffith d/b/a Rockrose Development, LLC for residential and commercial/retail uses. This Public Improvement District is created to fund the construction and maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision.

3. **PUBLIC HEARING – ANNEXATION – TASCOSA ROAD AND RAVENWOOD DRIVE VICINITY:**

This item conducts a public hearing to gather comments for and against annexation of a 154.68 acre property situated west of the city limits, and located near the northwest corner of the intersection of Tascosa Road (also known as RM 1061) and Ravenwood Drive, and north of a westerly projection of Ravenwood Drive.

4. **ACCEPTANCE – ACCEPTANCE - HIV PREVENTION GRANT:**

Grant Amount : \$210,250

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from January 1, 2018 thru December 31, 2018 to continue funding for the HIV Prevention Program in the public health department.

5. **AWARD – CRADLEPOINT IN-VEHICLE ROUTERS FOR PD:**

Insight Public Sector, Inc. dba Insight Global Finance -- \$167,248.90

This item is to approve the hardware lease that will replace 102 Cradlepoint In-Vehicle Routers for the police department.

6. **AWARD - AWARD-CONTRACT FOR REMOVAL AND REPLACEMENT OF THE CEILING AND CANOPY AT THE CIVIC CENTER ENTRANCE #3 - TRI-STATE GENERAL CONTRACTING - \$58,576:**

This item is for the removal and replacement of the ceiling and track portion of the canopy for the Civic Center at entrance #3, the damaged occurred during the wind and rain storm on 05/04/2017.

7. **APPROVAL OF CHANGE ORDER #1 – BID NO. 5612, JOB # 521634: NE CARSON COUNTY WELLS 664 & 665:**

Original Contract:	\$ 1,908,878.00
Previous Change Orders:	\$ 0.00
Current Change Order:	<u>\$372,039.06</u>
Revised Contract:	\$2,280,917.06

This item approves Change Order # 1 to the contract with L.A. Fuller & Sons for additional work required on the project (JOB # 521634: Construction services for the construction of the electrical portion of the water wells and gate assemblies located in Carson County well field.)

8. **AWARD – PROFESSIONAL SERVICES WITH KSA ENGINEERS, INC. FOR CONSTRUCTION SERVICES MANAGEMENT FOR HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT CONTRACT 2 (PROJECT NO. 521943, RFQ #11-17) IN THE AMOUNT OF \$477,500.00:**

This item is for the award of contract for construction services management to: 1) provide project management services, 2) resident project representative/inspector services, and 3) lab testing for construction materials.

9. **AWARD OF CONTRACT JOB 530001 BID # RFQ-13-17 FY 2017-2021 COMMUNITY INVESTMENT PROGRAM AGREEMENT FOR ENGINEERING SERVICES IN THE AMOUNT OF \$230,400.00 FOR REYNOLDS ENGINEERING ASSOCIATES, INC:**

This item is to perform electrical engineering services in connection with the design of 24th St. Pump Station Switch Gear Replacement.

10. **AWARD – PROJECT NO. 523058 – 30" WATER MAIN EXTENSION IN 34TH AVENUE & CR 34 FROM SONCY TANK TO HELIUM ROAD – WEST TEXAS UTILITY CONTRACTORS, INC. - \$ 753,450.00:**

This item is to approve the contract for construction services for West Texas Utility Contractors, Inc. to install a new, 30" water main.

11. **APPROVAL – AMENDMENT NO. 2 - AGREEMENT FOR PROFESSIONAL SERVICES WITH BRANDT ENGINEERS GROUP, LTD:**

This item is to include resident project representative (RPR) in scope of services. Increase in agreement of \$245,100.00.

12. **ACCEPTANCE - APPROVAL OF FAA AIP GRANT NO. 3-48-0007-042-2017:**

This item accepts the award with the Federal Aviation Administration for 90% funding of the Isolated Apron Panel Replacement capital improvement project at the Rick Husband Amarillo International Airport.

MISCELLANEOUS

1. Planning and Zoning Commission, minutes of July 10, 2017.
2. Boards and Commission – needed appointments as listed on attached.

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

Posted this 28th day of July 2017.

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 25th day of July 2017, the Amarillo City Council met at 1:00 p.m. for City Council Orientation located at City Hall, 509 Southeast 7th Avenue, Council Conference Room, with the following members present:

ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

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

JARED H. MILLER	CITY MANAGER
BOB COWELL	DEPUTY CITY MANAGER
MICHELLE BONNER	ASSISTANT CITY MANAGER
JAN SANDERS	ASSISTANT CITY SECRETARY

Presentations were presented by Planning Director AJ Fawver, Planning Department and Casie Stoughton, Public Health Director.

Mayor Pro Tem Sauer advised that the meeting was adjourned.

ATTEST:

Jan Sanders, Assistant City Secretary

Eddy Sauer, Mayor Pro Tem

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 25th day of July 2017, the Amarillo City Council met at 3:30 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

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

JARED H. MILLER
BOB COWELL
BRYAN MCWILLIAMS
BLAIR SNOW
JAN SANDERS

CITY MANAGER
DEPUTY CITY MANAGER
DEPUTY CITY ATTORNEY
MGMT. ANALYST PUBLIC SAFETY
ASSISTANT CITY SECRETARY

Invocation was given by Davlyn Deusterhaus, BSA Staff Chaplain. Mayor Nelson led the audience in the Pledge of Allegiance.

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

PUBLIC COMMENT:

Allen Finegold, 2601 N. Grand, spoke in regards to the City's land use concerning the land south of City Hall. The suggestion was made to have a high tech center containing research labs in lieu of a baseball field. Edith DiTommaso, 1613 B. Bowie, #B, spoke in favor of the City purchasing equipment for composting. Rupert Brashears, Jr., 2422 Poplar Street, spoke in regards to the judicial system and crime in Amarillo. There were no further comments.

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

- A. **Minutes:**
Approval of the City Council minutes of the orientation and regular meetings held on July 18, 2017.
- B. **Ordinance No. 7675:**
Second and final reading of an ordinance rezoning Lot 3, Block 185, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 120A (PD-120A) to Multiple Family District 2 (MF-2). (Vicinity: Southwest 14th Avenue and South Jackson Street.)

ORDINANCE NO. 7675

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS:
PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL
ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING
FOR CHANGE OF USE DISTRICT CLASSIFICATION OF
SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST
FOURTEENTH AVENUE AND SOUTH JACKSON STREET,
POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE;
PROVIDING A REPEALER CLAUSE; AND PROVIDING AN
EFFECTIVE DATE.

C. Aviation Clear Zone Easement:

Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Greenbrier Unit No. 5, an addition to the City of Amarillo, being a replat of Lot 4, Block 15, Greenbrier Unit No. 4, Section 104, Block 2, AB&M Survey, Potter County, Texas.

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

REGULAR AGENDA

ITEM 2: Mayor Nelson presented a resolution conducting a public hearing on the Triennial Goal for October 1, 2017 to September 30, 2020 for Disadvantaged Business Enterprise Program and authorizes the City of Amarillo to submit the goal to the Federal Transit Administration by August 1, 2017. This item was presented by Marita Wellage-Reiley, Transit Manager. Mayor Nelson opened a public hearing on this item. Councilmember Hays inquired if this action is required and who puts the listing together of disadvantaged businesses. Ms. Wellage-Reiley stated the list is compiled from state and local certification agencies. Trent Davis, Purchasing Agent, advised the Purchasing department maintains a list of local DBE's. Councilmember Sauer inquired to the 6.43%, or \$82,244 of federal funds. Ms. Wellage-Reiley advised there is a 5 step process, which also reviews the classification codes for these businesses. Mr. Miller advised although not a requirement, the city is choosing this percentage to represent our city and the businesses.

There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Hays, seconded by Councilmember Powell, that the following captioned resolution be passed:

RESOLUTION NO. 07-25-17-1

A RESOLUTION OF THE CITY OF AMARILLO CONDUCTING A PUBLIC HEARING AND ESTABLISHING A TRIENNIAL GOAL FOR OCTOBER 1, 2017 TO SEPTEMBER 30, 2020 FOR THE DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FOR PROJECTS FUNDED BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ESTABLISHMENT OF GOALS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

ITEM 3: Mayor Nelson presented a resolution on the FY 2017/2018 Program of Projects and authorizes the City of Amarillo to submit a grant application to the Federal Transit Administration (FTA) and the Texas Department of Transportation (TxDOT) for fiscal year 2017-2018 for operating and capital assistance in support of Amarillo City Transit Department. Amarillo City Transit Department is applying for \$3,076,053 Federal FTA Funds and \$369,039 State TxDOT Funds. This item was presented by Marita Wellage-Reiley, Transit Manager. Mayor Nelson opened a public hearing on this item. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Hays, that the following captioned resolution be passed:

RESOLUTION NO. 07-25-17-2

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A GRANT UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION ACT (FACT) OF 2015, AS AMENDED;

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

ITEM 4: Mayor Nelson presented an item to award a contract for construction services for West Texas Utility Contractors, Inc. to install a new, 12" water main. This item was presented by Jackson Zaharia, Assistant City Engineer. Motion was made by Councilmember Smith, seconded by Councilmember Sauer, that this item be approved.

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

ITEM 5: Mayor Nelson presented an item providing TxDOT to perform additional mowing of Interstate Highway right-of-way within the City limits in addition to the mowing scheduled as part of TxDOT annual operations. The City will be responsible for \$29,304.14 per additional mowing cycle that is requested by the City and performed by TxDOT. This item was presented by Jared Miller, City Manager. Councilmember Hays inquired as to the frequency of the mowing. Mr. Miller advised this will allow 1 mow per month from April through October, with the option to have accelerated mowing in regards to weather. Councilmember Smith inquired as to the start date of this project. Mr. Miller advised if approved, this project would start in September, 2017. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that this item be approved.

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

ITEM 6: Mayor Nelson presented an item providing for Winpark Place, LLC to provide, rent-free, an office space at the Winpark Place Shopping Center, located at Hillside Road and Bell Street to be used by the Amarillo Police Department. The office will be utilized by the motors officers and the Sergeant for the AISD liaison officers for the purpose of general police activity, research, preparing reports, etc. This item was presented by Jared Miller, City Manager, and Bob Cowell, Deputy City Manager. Councilmember Hays thanked Brian Shinall, with Winpark Place, LLC, for providing the City these services. Mayor Nelson inquired if there are other needs like this in the community, and also thanked Mr. Shinall for this benefit to the Police department and the city as a whole. Police Chief Drain advised this location is a great location and benefit to the Police department and also thanked Mr. Shinall. The term of the lease is for five (5) years with a onetime renewal of three (3) years. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this item be approved.

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

ITEM 7: Mayor Nelson stated that board appoints need to be made for the following:

East Gateway Tax Increment Reinvestment Zone #2 (TIRZ #2) a Chairman of the Board needs to be appointed as stated in the Resolution form this Board. Motion was made by Councilmember Powell, seconded by Councilmember Smith that Potter County Commissioner Mercy Murguia be appointed as Chairman of the TIRZ #2.

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

Motion was made by Councilmember Hays, seconded by Councilmember Smith, to appoint Councilmember Powell as a member for the Neighborhood Planning Programming.

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

Motion was made by Councilmember Powell, seconded by Councilmember Smith, to appoint Councilmember Sauer to the Amarillo MPO Policy Committee. Mayor Nelson advised, with her role as Mayor, she would be filling the additional seat on the Amarillo MPO Policy Committee.

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

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Jan Sanders, Assistant City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



3

Meeting Date	August 1, 2017	Council Priority	Consent Agenda – Easement Vacation
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Department	Planning	Contact	AJ Fawver
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Agenda Caption

Vicinity: Westwood Drive & Blossom Way

Consideration and possible action on a resolution approving the vacation of 22.775 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Park Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas. This vacation was reviewed and recommended for approval by a 7:0 vote from the Planning and Zoning Commission.

Agenda Item Summary

This requested vacation is for the purpose of reducing the size of the public utility/ drainage easement that currently covers most of the applicant's property. The applicant has hired engineers to do a study of the area to see if the full easement was necessary for proper drainage and utilities, and the engineers determined that the easement was larger than it needed, which limited the use of the land to no permanent structures.

Planning, Utilities, and Engineering Departments have reviewed the vacation and associated dedication to conclude that the proposed new easement would suffice for proper drainage and utility services.

Per Section 12, "Dedications and Vacations" of the City of Amarillo's Development Policy Manual, the developer is required to pay the fair market value of the "use" of the land, since the ownership still resides with the applicant. This means if there is any value for the City of Amarillo to use the land that is proposed to be vacated and not dedicated in the new easement the applicant shall pay this value. The Utility Department and Engineering Department have completed a valuation of the "use" of the land and determined it to be nominal.

Requested Action

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

Funding Summary

N/A

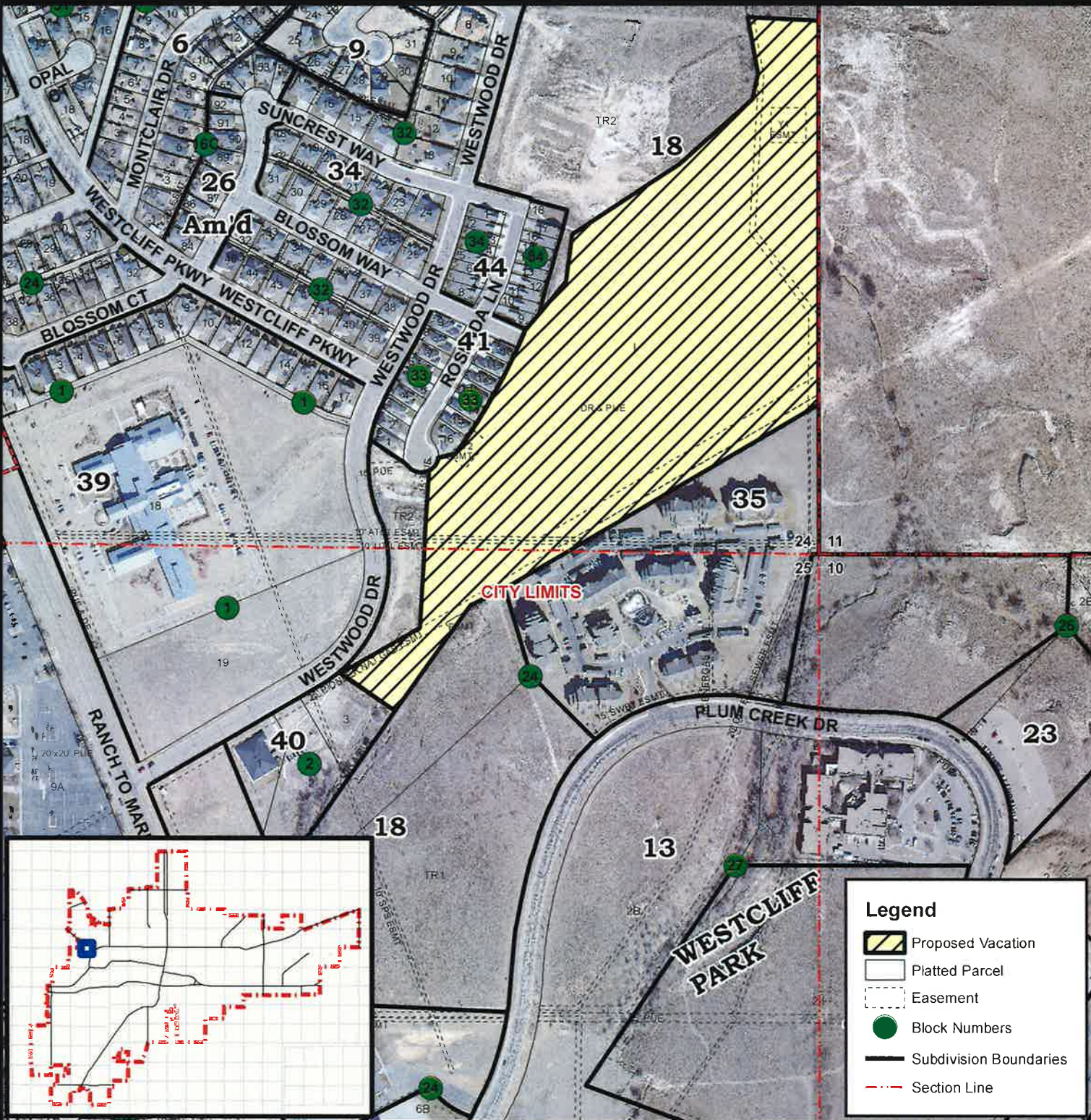
Community Engagement Summary

No notices were required. The item was considered by the Planning and Zoning Commission in a public hearing on July 24th at which there were no public comments.

Staff Recommendation

Staff recommends approval of this Resolution.

CASE V-17-04
VACATION OF PUBLIC UTILITY / DRAINAGE EASEMENTS



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 7/18/2017



Vacation of 22.775 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas.

Applicant: Jeff Tidmore

Vicinity: Westwood Dr. & Blossom Way

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO,
TEXAS VACATING A DRAINAGE EASEMENT AND
PUBLIC UTILITY EASEMENT

WHEREAS, 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 DRAINAGE EASEMENT and PUBLIC UTILITY EASEMENT; 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 same is no longer needed for public purposes;

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

SECTION 1. That the herein-described DRAINAGE EASEMENT and PUBLIC UTILITY EASEMENT segment be vacated and abandoned for public purposes:

Vacation of a 22.775 Public Utility / Drainage Easement in Tract 2 of Westcliff Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas. See Exhibit 1 for further description.

SECTION 2. City Manager is authorized to execute an instrument of conveyance to the property owner as allowed or required by law.

SECTION 3. All ordinances and resolutions or parts thereof that conflict with this resolution are hereby repealed, to the extent of such conflict.

SECTION 4. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 5. That this Resolution contained herein shall be effective immediately upon passage and approval.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 1st day of August, 2017.

ATTEST:

Ginger Nelson, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

 This instrument was acknowledged before me on the ____ day of May, 2017 by Paul Harpole, Mayor, of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

Resolution No. _____

EXHIBIT 1

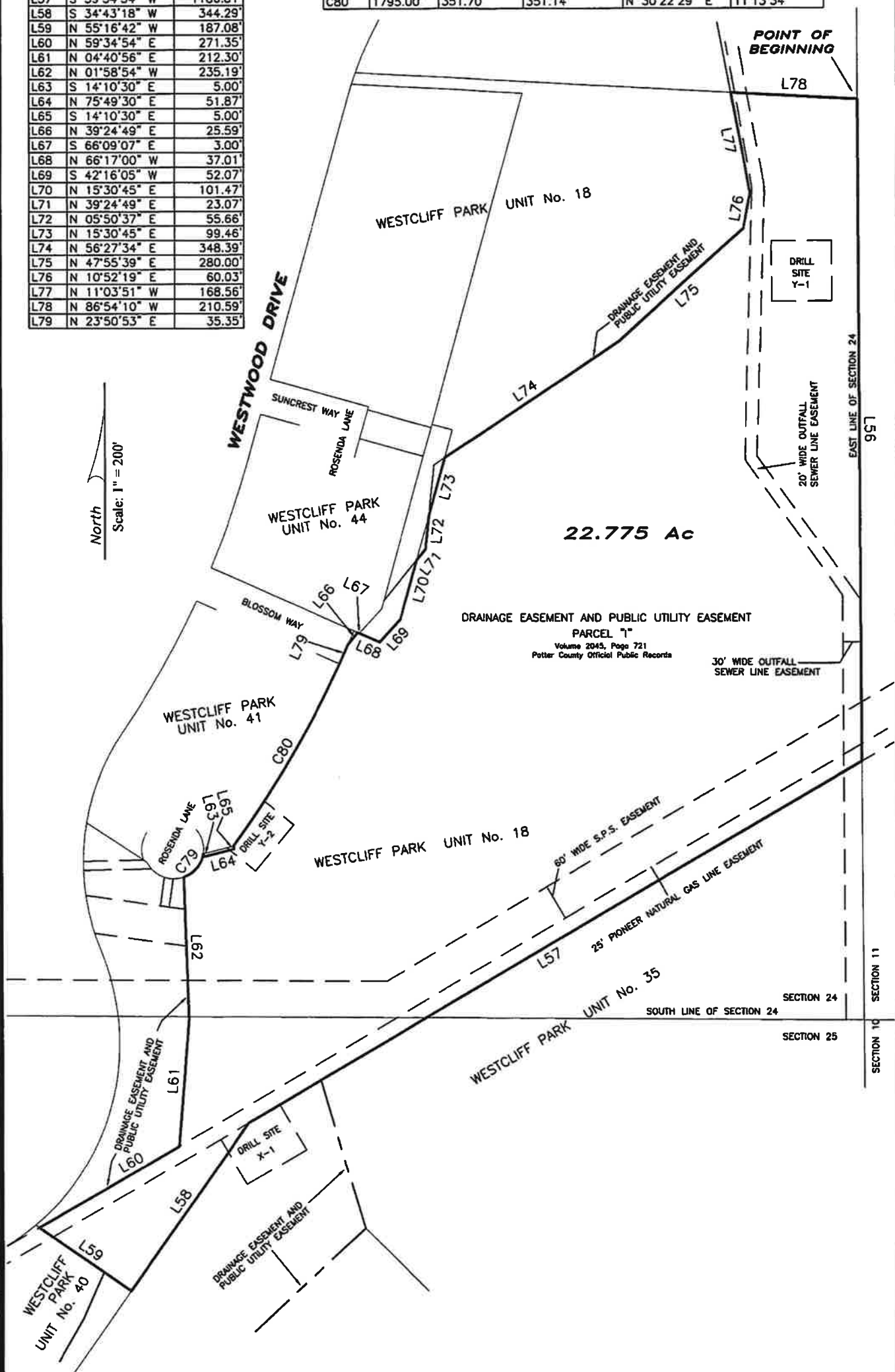
V-17-04

Vacation

EXHIBIT

LINE	BEARING	DISTANCE
L56	S 00°18'07" E	1095.74'
L57	S 59°34'54" W	1186.81'
L58	S 34°43'18" W	344.29'
L59	N 55°16'42" W	187.08'
L60	N 59°34'54" E	271.35'
L61	N 04°40'56" E	212.30'
L62	N 01°58'54" W	235.19'
L63	S 14°10'30" E	5.00'
L64	N 75°49'30" E	51.87'
L65	S 14°10'30" E	5.00'
L66	N 39°24'49" E	25.59'
L67	S 66°09'07" E	3.00'
L68	N 66°17'00" W	37.01'
L69	S 42°16'05" W	52.07'
L70	N 15°30'45" E	101.47'
L71	N 39°24'49" E	23.07'
L72	N 05°50'37" E	55.66'
L73	N 15°30'45" E	99.46'
L74	N 56°27'34" E	348.39'
L75	N 47°55'39" E	280.00'
L76	N 10°52'19" E	60.03'
L77	N 11°03'51" W	168.56'
L78	N 86°54'10" W	210.59'
L79	N 23°50'53" E	35.35'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C79	50.00'	53.38'	50.88'	N 40°07'07" E	61°09'50"
C80	1795.00'	351.70'	351.14'	N 30°22'29" E	11°13'34"



EXHIBIT

Description:

A 22.775 acre tract of land being part of Drainage Easement and Public Utility Easement Parcel "I", the remaining portion of Drill Site Easement "Y-2", a portion of Drill Site Easement "X-1" and all of Drill Site Easement "Y-1", being in of Tract 2, of Westcliff Park Unit No. 18, an Addition to the City of Amarillo, Section 24, Block 9, B. S. & F. Survey, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 2045, Page 721 of the Official Public Records of Potter County, Texas, same being a portion of a 17.846 acre (called Tract 1) and a 11.297 acre (called Tract 2), as conveyed to Jeff Tidmore (Tidmore Tract) in that certain Special Warranty Deed of record in Volume 4429, Page 609 of the Official Public Records of Potter County, Texas, said 22.775acre tract of land being described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Tidmore Tract, being in the East line of said Section 24, same being the East line of said Drainage Easement and Public Utility Easement Parcel "I", whence the Southeast corner of said Section 24 based of said plat of Westcliff Park Unit No. 18 bears South 00 degrees 18 minutes 07 seconds East (base bearing), a distance of 1526.06 feet;

THENCE South 00 degrees 18 minutes 07 seconds East, along the the East line of said Section 24, same being the East line of said Drainage Easement and Public Utility Easement Parcel "I", a distance of 1095.74 feet to the Northeast corner of Westcliff Park Unit No. 35, recorded in Volume 3231, Page 468 of the Official Public Records of Potter County, Texas;

THENCE South 59 degrees 34 minutes 54 seconds West, along the Northwesterly line of said Westcliff Park Unit No. 35, a distance of 1046.60 feet pass the North Northwest corner of said Westcliff Park Unit No. 35, continue for a total distance of 1186.81 feet to an exterior corner of said Tidmore Tract;

THENCE South 34 degrees 43 minutes 18 seconds West, a distance of 344.29 feet to the East Northeast corner of Lot 3, Block 2 of Westcliff Park Unit No. 40, recorded in Volume 3911, Page 831 of the Official Public Records of Potter County, Texas;

THENCE North 55 degrees 16 minutes 42 seconds West, along the Northeasterly line of said Lot 3, Block 2 of Westcliff Park Unit No. 40, a distance of 187.08 feet to a point;

THENCE North 59 degrees 34 minutes 54 seconds East, along the Northwesterly line of said Drainage Easement and Public Utility Easement, a distance 271.35 feet to a point;

THENCE North 04 degrees 40 minutes 56 seconds East, along the Westerly line of said Drainage Easement and Public Utility Easement, a distance 212.30 feet to a point;

THENCE North 01 degrees 58 minutes 54 seconds West, along the Westerly line of said Drainage Easement and Public Utility Easement, a distance 235.19 feet to the Southerly Right-of-Way of Rosenda Lane as dedicated by plat of Westcliff Park Unit No. 41, recorded under Clerk's File Number 1125700 of the Official Public Records of Potter County, Texas, being in a curve to the left whose radius bears North 19 degrees 17 minutes 58 seconds West, a distance of 50.00 feet;

THENCE Northeasterly along said curve to the left, an arc length of 53.38 feet with a chord bearing and distance of North 40 degrees 07 minutes 07 seconds East, 50.88 feet to the South Southwest corner of Lot 16, Block 33 of said Westcliff Park Unit No. 41, same being the Northwest corner of a tract of land as conveyed from Jeff R. Tidmore to Darryl J. Hunt (Hunt Tract) in that certain Warranty Deed of record under Clerk's File Number 1234842 of the Official Public Records of Potter County, Texas;

THENCE South 14 degrees 10 minutes 30 seconds East, a distance of 5.00 feet to the Southwest corner of said Hunt Tract;

THENCE North 75 degrees 49 minutes 30 seconds East, perpendicular and parallel with the monumented South line of said Lot 16, Block 33 of said Westcliff Park Unit No. 41, a distance of 51.87 feet to the Southeast corner of said Hunt Tract;

THENCE North 14 degrees 10 minutes 30 seconds West, a distance of 5.00 feet to the Southeast corner of said Lot 16, Block 33 of said Westcliff Park Unit No. 41, being the beginning of a curve to the left whose radius bears North 54 degrees 00 minutes 44 seconds West, a distance of 1795.00 feet;

THENCE Northeasterly along said curve to the left, same being the East line of said Westcliff Park Unit No. 41, an arc length of 351.70 feet with a chord bearing and distance of North 30 degrees 22 minutes 29 seconds East, 351.14 feet to the Northeast corner of Lot 10, Block 33 of said Westcliff Park Unit No. 41, same being the Southeast corner of Blossom Way as shown on said Westcliff Park Unit No. 41;

THENCE North 23 degrees 50 minutes 53 seconds East, along the East line of said Blossom Way, a distance of 35.35 feet to a point;

THENCE North 39 degrees 24 minutes 49 seconds East, along the Westerly line of said Drainage Easement and Public Utility Easement, a distance of 25.59 feet to the South line of Lot 9, Block 34 of Westcliff Park Unit No. 44, recorded in Volume 4306, Page 831 of the Official Public Records of Potter County, Texas;

THENCE South 66 degrees 09 minutes 07 seconds East, along the South line of said Lot 9, a distance of 3.00 feet to the Southeast corner of said Lot 9, Block 34 of Westcliff Park Unit No. 44, same being the Southwest corner of a 0.301 acre tract of land as conveyed to Jeff Tidmore in that certain Warranty Deed of record under Clerk's File Number 1234294 of the Official Public Records of Potter County, Texas;

THENCE South 66 degrees 17 minutes 00 seconds East, along the South line of said 0.301 acre tract of land, a distance of 37.01 feet to the Southeast corner of said 0.301 acre tract of land;

THENCE North 42 degrees 16 minutes 05 seconds East, along the East line of said 0.301 acre tract of land, a distance of 52.07 feet to a point;

EXHIBIT

Description:

THENCE North 15 minutes 30 minutes 45 seconds East, along the East line of said 0.301 acre tract of land, a distance of 101.47 feet to a point;

THENCE North 39 degrees 24 minutes 49 seconds East, along the Westerly line of said Drainage Easement and Public Utility Easement, a distance of 23.07 feet to a point;

THENCE North 05 degrees 50 minutes 37 seconds East, along the Westerly line of said Drainage Easement and Public Utility Easement, a distance of 55.66 feet to the East line of said 0.301 acre tract of land;

THENCE North 15 degrees 30 minutes 45 seconds East, along the East line of said 0.301 acre tract of land, a distance of 99.46 feet to a point;

THENCE North 56 degrees 27 minutes 34 seconds East, along the Northwesterly line of said Drainage Easement and Public Utility Easement, a distance of 348.39 feet to a point;

THENCE North 47 degrees 55 minutes 39 seconds East, along the Northwesterly line of said Drainage Easement and Public Utility Easement, a distance of 280.00 feet to a point;

THENCE North 10 degrees 52 minutes 19 seconds East, along the Westerly line of said Drainage Easement and Public Utility Easement, a distance of 60.03 feet to a point;

THENCE North 11 degrees 03 minutes 51 seconds West, along the Westerly line of said Drainage Easement and Public Utility Easement, a distance of 168.56 feet to the North line of said Tidmore Tract;

THENCE South 86 degrees 54 minutes 10 seconds East, along the North line of said Tidmore Tract, a distance of 210.59 feet to the POINT OF BEGINNING.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 1, 2017	Council Priority	Consent Agenda – Easement Dedication
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Department	Planning	Contact	AJ Fawver
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Agenda Caption

Vicinity: Westwood Drive & Blossom Way

Consideration and possible action on a dedication of 11.516 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Park Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas. This dedication was reviewed and recommended for approval by a 7:0 vote from the Planning and Zoning Commission.

Agenda Item Summary

This requested dedication is for the purpose of establishing a reduced size public utility/ drainage easement after the vacation of the current easement that covers most of the applicant's property. The applicant has hired engineers to do a study of the area to see if the full easement was necessary for proper drainage and utilities, and the engineers determined that the easement was larger than it needed, which limited the use of the land to no permanent structures.

Planning, Utilities, and Engineering Departments have reviewed the dedication and associated vacation to conclude that the **proposed** dedication would suffice for proper drainage and utility services.

Requested Action

Planning staff and Planning & Zoning Commissioners have reviewed the associated dedication and exhibits and recommend the City Council approve the item as submitted.

Funding Summary

N/A

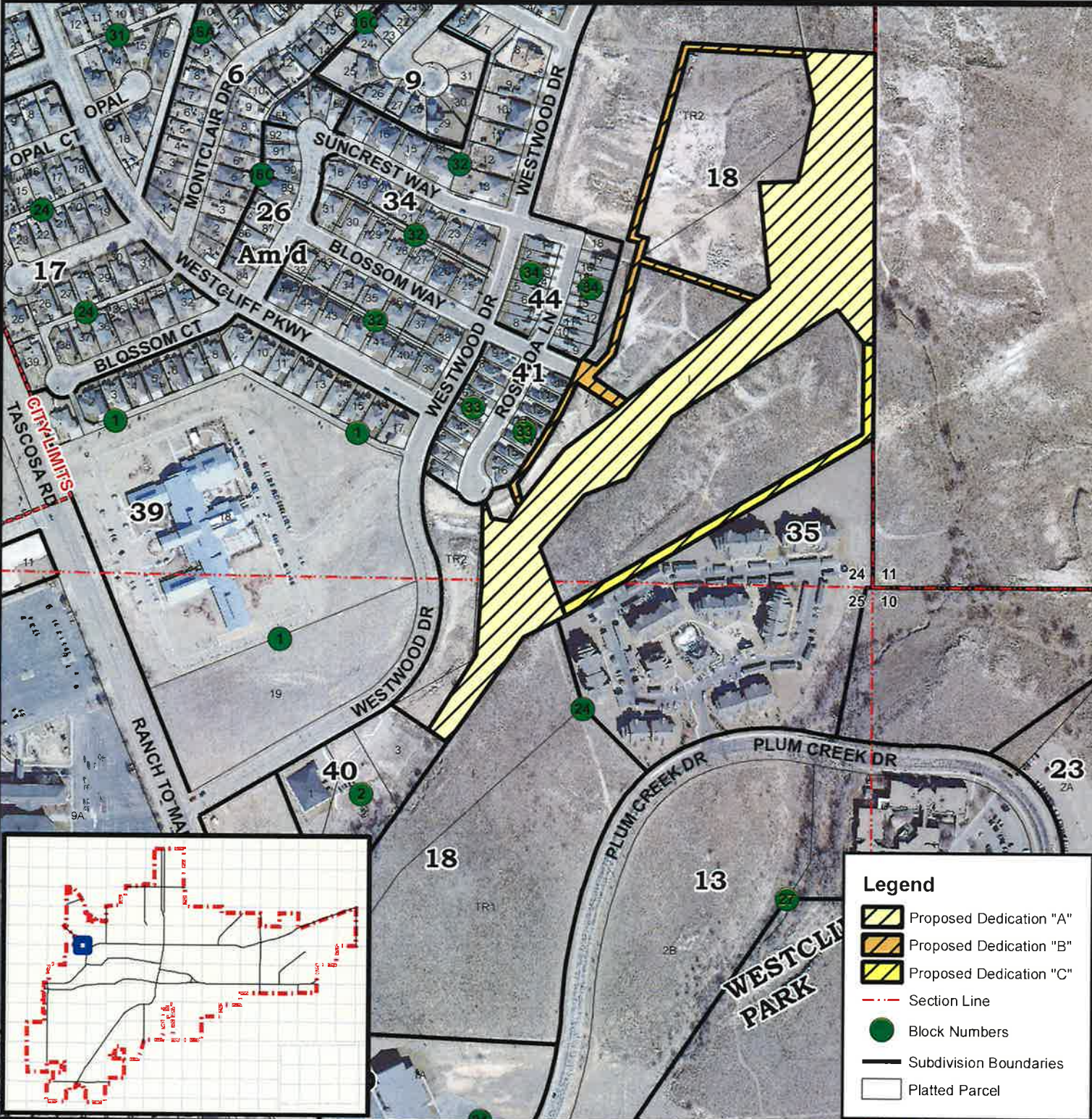
Community Engagement Summary

No notices were required. The item was considered by the Planning and Zoning Commission in a public hearing on July 24th at which there were no public comments.

Staff Recommendation

Staff recommends the approval of this easement as submitted.

CASE D-17-01
DEDICATION OF PUBLIC UTILITY / DRAINAGE EASEMENTS



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 7/18/2017



D-17-01 Dedication of 11.516 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County Texas.

Applicant: Jeff Tidmore
Vicinity: Westwood Dr. & Blossom Way

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.

RETURN TO:
CITY OF AMARILLO, TEXAS
P.O. Box 1971
Amarillo, TX 79105-1971

DRAINAGE AND UTILITY EASEMENT

Date: July 22, 2017

Grantor: JEFF TIDMORE

Grantor's Mailing Address: 57 Country Club Dr.
Canyon, TX 79105-1829

Grantee: CITY OF AMARILLO, TEXAS

Grantee's Mailing Address: P.O. Box 1971
Amarillo, TX 79105-1971

Consideration:

\$1.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

Conveyance:

Grantor, for the consideration, grants and conveys to Grantee the following:

1. A drainage easement (the Drainage Easement) described in **EXHIBIT NO. 2 – Description: A** (surveyor sheet 3 of 8) and depicted on **EXHIBIT NO. 1** (surveyor sheet 2 of 8) attached hereto and made a part hereof for all purposes. The purposes of the Drainage Easement are:

Ingress and egress over, along, and across the Drainage Easement for maintaining, cleaning, inspecting, rehabilitating, and upgrading a natural drainage channel upon, over, and across the Drainage Easement for overland flow and storm water runoff.

2. Public utility easements (jointly, the PUE Easement) as follows:

- i. described in **EXHIBIT B – Description: B** (surveyor sheets 5 & 6 of 8) and depicted on **EXHIBIT B-1** (surveyor sheet 4 of 8) attached hereto and made a part hereof for all purposes; and,
- ii. described on **EXHIBIT C – Description: C** (surveyor sheet 8 of 8) and depicted on **EXHIBIT C-1** (surveyor sheet 7 of 8) attached hereto and made a part hereof for all purposes.

The purposes of the PUE Easement are as follows:

Ingress and egress over, along, and across the PUE Easement for installing, constructing, maintaining, operating, extending/repairing, removing, replacing, and upgrading public utilities and appurtenances.

The Drainage Easement and the PUE Easement (together, the Easements) are subject to all existing easements, rights-of-way, encumbrances, and restrictions of record.

The Easements are appurtenant to and run with title to Grantor's adjacent property.

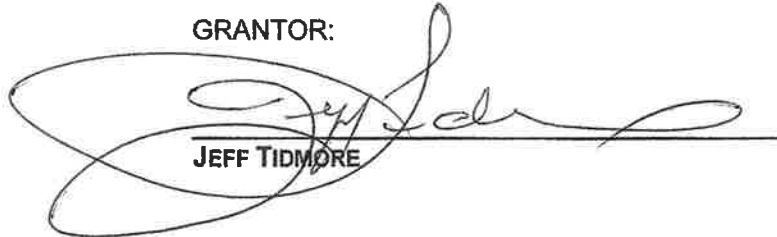
Grantor, Grantor's heirs, successors, or assigns:

- a) may not erect any building, improvements, facilities, structure, fence, or impediment of any kind on the Easements which will interfere with the PUE Easement and the flow of storm water runoff onto, over, under, through, and across the Drainage Easement.
- b) may construct a fence and gate across the Easements with the written approval of the City of Amarillo Engineer, which approval will not be unreasonably withheld, conditioned, or delayed.
- c) may use the Easements for any purpose not inconsistent with the rights granted to Grantee, provided such use (i) does not interfere with the safe and efficient operation of the Easements and (ii) is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Easements.

Grantee may trim, cut, clear, and otherwise remove trees, limbs, branches, and underbrush from the Easements which may interfere with the exercise of the rights granted herein.

TO HAVE AND TO HOLD the Easements, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee forever. Grantor binds himself and his heirs, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Easements unto Grantee against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, and under Grantor but not otherwise.

GRANTOR:

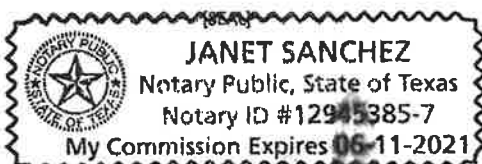

JEFF TIDMORE

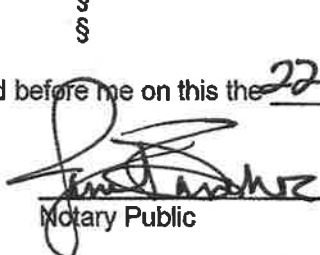
THE STATE OF TEXAS

COUNTY OF POTTER

§
§
§

This instrument was acknowledged before me on this the 22nd day of June, 2017, by JEFF TIDMORE.

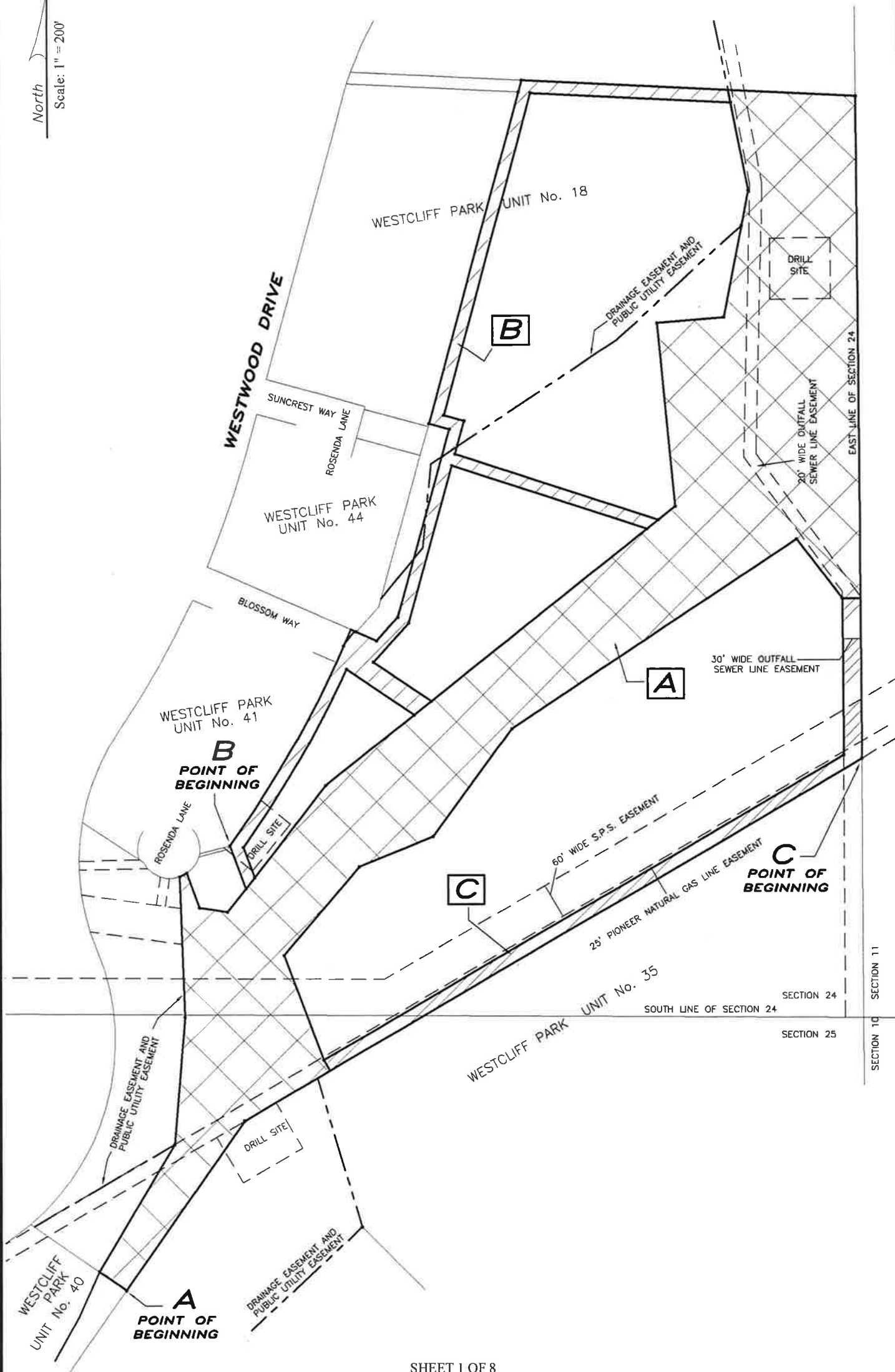



Notary Public

Dedication

EXHIBIT "A"

North
Scale: 1" = 200'



SHEET 1 OF 8

David G. Miller

Registered Professional Land Surveyor
4903 SW 15th Avenue * Amarillo, Texas * 79106
806-654-0298
Firm Registration No. 10194242

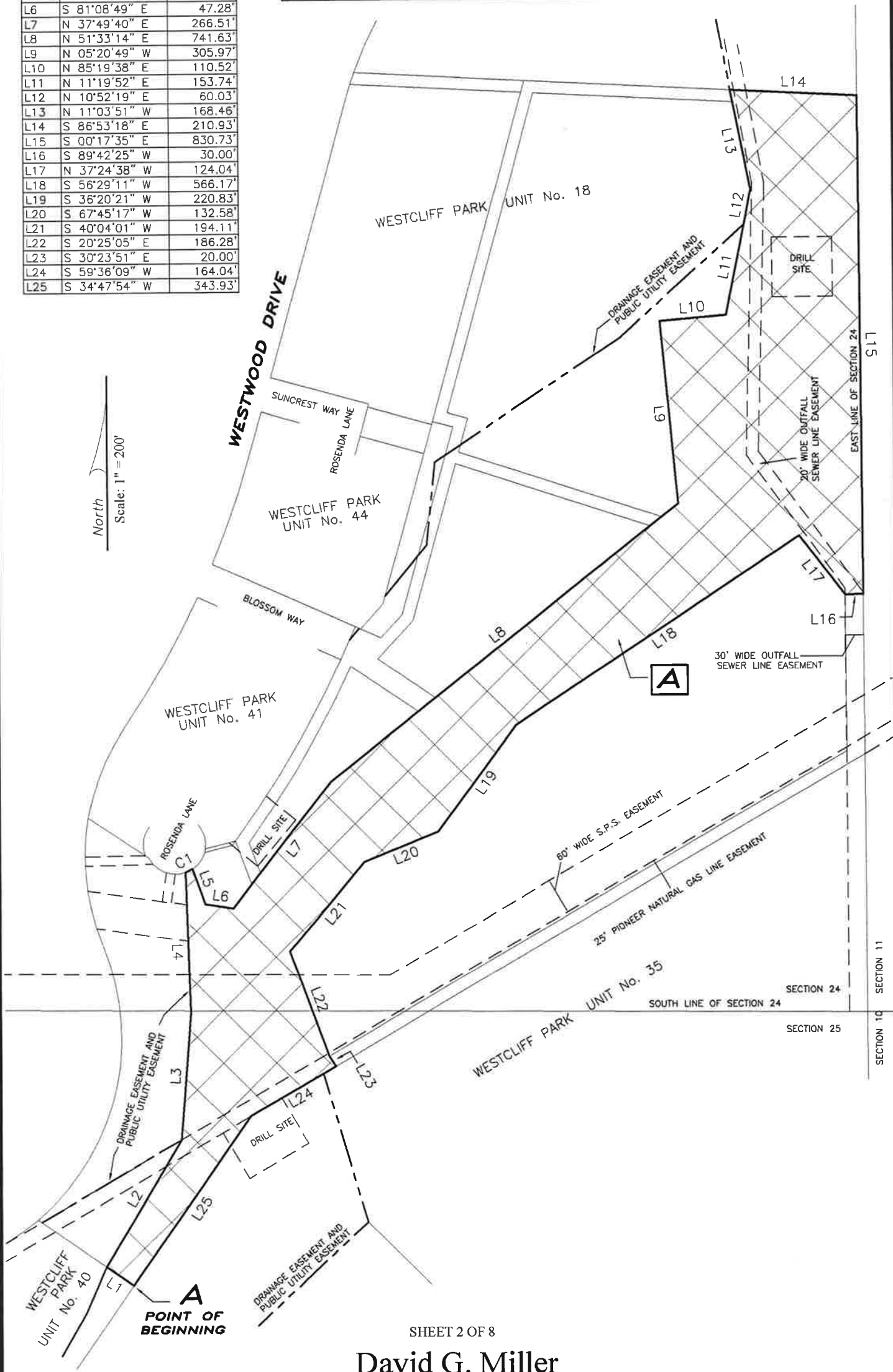
NOTE: THIS IS NOT A BOUNDARY SURVEY.

1/09/2017
FOR JEFF TIDMORE

EXHIBIT

LINE	BEARING	DISTANCE
L1	N 55°15'48" W	54.79'
L2	N 30°36'09" E	246.64'
L3	N 04°39'31" E	212.13'
L4	N 01°58'54" W	235.19'
L5	S 19°33'14" E	62.07'
L6	S 81°08'49" E	47.28'
L7	N 37°49'40" E	266.51'
L8	N 51°33'14" E	741.63'
L9	N 05°20'49" W	305.97'
L10	N 85°19'38" E	110.52'
L11	N 11°19'52" E	153.74'
L12	N 10°52'19" E	60.03'
L13	N 11°03'51" W	168.46'
L14	S 86°53'18" E	210.93'
L15	S 00°17'35" E	830.73'
L16	S 89°42'25" W	30.00'
L17	N 37°24'38" W	124.04'
L18	S 56°29'11" W	566.17'
L19	S 36°20'21" W	220.83'
L20	S 67°45'17" W	132.58'
L21	S 40°04'01" W	194.11'
L22	S 20°25'05" E	186.28'
L23	S 30°23'51" E	20.00'
L24	S 59°36'09" W	164.04'
L25	S 34°47'54" W	343.93'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	12.87'	12.83'	N 63°19'38" E	14°44'49"



SHEET 2 OF 8

David G. Miller

Registered Professional Land Surveyor

4903 SW 15th Avenue * Amarillo, Texas * 79106

806-654-0298

Firm Registration No. 10194242

1/09/2017

FOR JEFF TIDMORE

NOTE: THIS IS NOT A BOUNDARY SURVEY.

EXHIBIT

Description: A

A 9.739 acre tract of land being part of Tract 2 of Westcliff Park Unit No. 18, an Addition to the City of Amarillo, Section 24, Block 9, B. S. & F. Survey, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 2045, Page 721 of the Official Public Records of Potter County, Texas, said 9.739 acre tract of land being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod "RPLS 4263" found for the most East corner of Lot 3, Block 2, Westcliff Park Unit No. 40, an Addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 3911, Page 831 of the Official Public Records of Potter County, Texas;

THENCE North 55 degrees 15 minutes 48 seconds West (called North 55 degrees 16 minutes 42 seconds West), along the Northeasterly line of said Lot 3, Block 2, Westcliff Park Unit No. 40, a distance of 54.79 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 30 degrees 36 minutes 09 seconds, a distance of 246.64 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 04 degrees 39 minutes 31 seconds East, along the Westerly line of a Drainage Easement and Public Utility Easement as shown on said Westcliff Park Unit No. 18, a distance of 212.13 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 01 degrees 58 minutes 54 seconds West, along the Westerly line of a Drainage Easement and Public Utility Easement as shown on said Westcliff Park Unit No. 18, a distance of 235.19 feet to a 5/8 inch iron rod "RPLS 5437" set in the Southerly right-of-way of Rosenda Lane, dedicated by plat of Westcliff Park Unit No. 41, an Addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record under Clerk's File Number 1125700 of the Official Public Records of Potter County, Texas, being in a curve to the left whose radius bear North 19 degrees 17 minutes 58 seconds West, a distance of 50.0 feet;

THENCE Northeasterly along said curve to the left, an arc length of 12.87 feet with a chord bearing and distance of North 63 degrees 19 minutes 38 seconds East, 12.83 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 19 degrees 33 minutes 14 seconds East, a distance of 62.07 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 81 degrees 08 minutes 49 seconds East, a distance of 47.28 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 37 degrees 49 minutes 40 seconds East, a distance of 266.51 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 51 degrees 33 minutes 14 seconds East, a distance of 741.63 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 05 degrees 20 minutes 49 seconds West, a distance of 305.97 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 85 degrees 19 minutes 38 seconds East, a distance of 110.52 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 11 degrees 19 minutes 52 seconds East, a distance of 153.74 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 10 degrees 52 minutes 19 seconds East, along the Westerly line of a Drainage Easement and Public Utility Easement as shown on said Westcliff Park Unit No. 18, a distance of 60.03 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 11 degrees 03 minutes 51 seconds West, along the Westerly line of a Drainage Easement and Public Utility Easement as shown on said Westcliff Park Unit No. 18, a distance of 168.46 feet to a 5/8 inch iron rod "RPLS 5437" set in the South line of a 17.50 acre tract as conveyed in that Special Warranty Deed of Record in Volume 4143, Page 795 of the Official Public Records of Potter County, Texas;

THENCE South 86 degrees 53 minutes 18 seconds East (called South 86 degrees 53 minutes 18 seconds East used as base bearing), along the South line of said 17.50 acre tract of land, a distance of 210.93 feet to a 1/2 inch iron rod "RPLS 5437" found in the East line of said Section 24, the Southeast corner of said 17.50 acre tract of land, the Northeast corner of this tract of land;

THENCE South 00 degrees 17 minutes 35 seconds East (called South 00 degrees 18 minutes 07 seconds East), along the East line of said Section 24, a distance of 830.73 feet to the most East Southeast corner of this tract of land, whence a 1/2 inch iron rod found for the Northeast corner of Lot 2A, Block 24, Westcliff Park Unit No. 35, an Addition to the City of Amarillo, according to the recorded map or plat thereof, of record in Volume 3231, Page 468 of the Official Public Records of Potter County, Texas, bears South 00 degrees 17 minutes 35 seconds East, a distance of 265.18 feet;

THENCE South 89 degrees 42 minutes 25 seconds West, a distance of 30.00 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 37 degrees 24 minutes 38 seconds West, a distance of 124.04 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 56 degrees 29 minutes 11 seconds West, a distance of 566.17 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 36 degrees 20 minutes 21 seconds West, a distance of 220.83 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 67 degrees 45 minutes 17 seconds West, a distance of 132.58 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 40 degrees 04 minutes 01 seconds West, a distance of 194.11 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 20 degrees 25 minutes 05 seconds East, a distance of 186.28 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 30 degrees 23 minutes 51 seconds East, a distance of 20.00 feet to the Northwestern line of said Lot 2A, Block 24, Westcliff Park Unit No. 35;

THENCE South 59 degrees 36 minutes 09 seconds West (called South 59 degrees 34 minutes 54 seconds East), a distance of 23.83 feet pass a 1/2 inch iron rod found for the most North Northwest corner of said Lot 2A, Block 24, Westcliff Park Unit No. 35 bears South 59 degrees 36 minutes 09 seconds West, continue for a total distance of 164.04 feet to a 5/8 inch iron rod "RPLS 5437" found;

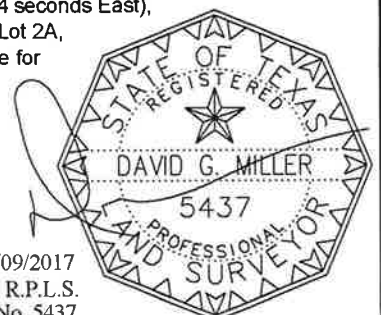
THENCE South 34 degrees 47 minutes 54 seconds West (called South 34 degrees 43 minutes 18 seconds West), a distance of 343.93 feet to the POINT OF BEGINNING.

SHEET 3 OF 8

David G. Miller

Registered Professional Land Surveyor
4903 SW 15th Avenue * Amarillo, Texas * 79106
806-654-0298
Firm Registration No. 10194242

1/09/2017
David G. Miller, R.P.L.S.
Registration No. 5437

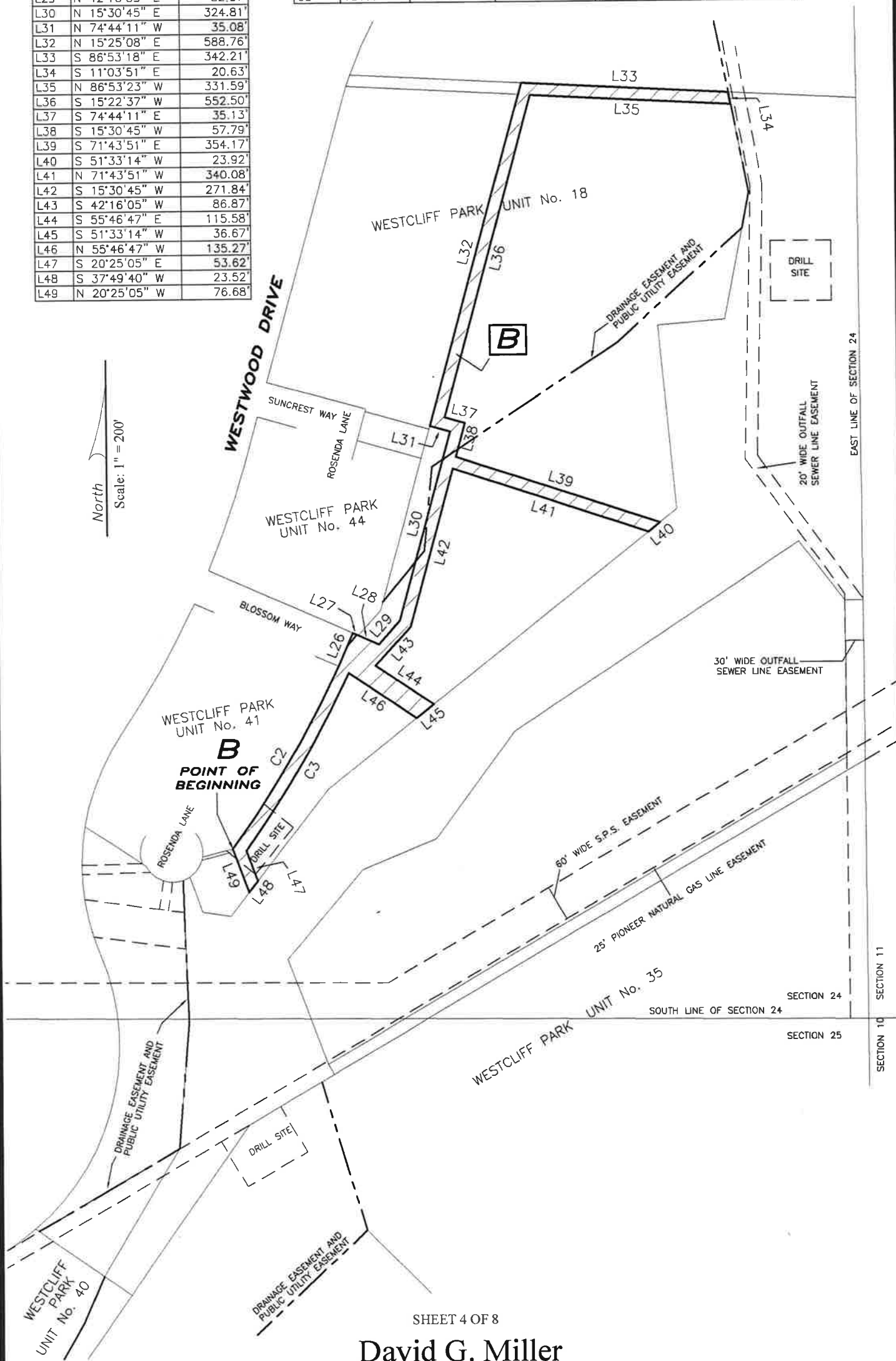


FOR JEFF TIDMORE

EXHIBIT

LINE	BEARING	DISTANCE
L26	N 23°50'53" E	60.00'
L27	S 66°09'07" E	9.87'
L28	S 66°17'00" E	37.01'
L29	N 42°16'05" E	52.07'
L30	N 15°30'45" E	324.81'
L31	N 74°44'11" W	35.08'
L32	N 15°25'08" E	588.76'
L33	S 86°53'18" E	342.21'
L34	S 11°03'51" E	20.63'
L35	N 86°53'23" W	331.59'
L36	S 15°22'37" W	552.50'
L37	S 74°44'11" E	35.13'
L38	S 15°30'45" W	57.79'
L39	S 71°43'51" E	354.17'
L40	S 51°33'14" W	23.92'
L41	N 71°43'51" W	340.08'
L42	S 15°30'45" W	271.84'
L43	S 42°16'05" W	86.87'
L44	S 55°46'47" E	115.58'
L45	S 51°33'14" W	36.67'
L46	N 55°46'47" W	135.27'
L47	S 20°25'05" E	53.62'
L48	S 37°49'40" W	23.52'
L49	N 20°25'05" W	76.68'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	1795.00'	351.70'	351.14'	N 30°22'29" E	11°13'34"
C3	1815.00'	341.54'	341.04'	N 30°15'28" E	10°46'54"



SHEET 4 OF 8

David G. Miller

Registered Professional Land Surveyor
4903 SW 15th Avenue * Amarillo, Texas * 79106
806-654-0298

Firm Registration No. 10194242

1/09/2017

FOR JEFF TIDMORE

NOTE: THIS IS NOT A BOUNDARY SURVEY.

EXHIBIT

Description: B

A 1.132 acre tract of land being part of Tract 2 of Westcliff Park Unit No. 18, an Addition to the City of Amarillo, Section 24, Block 9, B. S. & F. Survey, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 2045, Page 721 of the Official Public Records of Potter County, Texas, said 1.1329 acre tract of land being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod "FURMAN RPLS" found for the Southeast corner of Lot 16, Block 33, Westcliff Park Unit No. 41, an Addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record under Clerk's File Number 1125700 of the Official Public Records of Potter County, Texas, the beginning of a curve to the left whose radius bears North 54 degrees 00 minutes 44 seconds West, a distance of 1759.00 feet;

THENCE Northeasterly along said curve to the left, an arc length of 351.70 (called 351.43'), with a chord bearing and distance of North 30 degrees 22 minutes 29 seconds East, 351.14 feet to the Northeast corner of Lot 10, Block 33 of said Westcliff Park Unit No. 41, the Southeast corner of Blossom Way;

THENCE North 23 degrees 50 minutes 53 seconds East (called North 23 degrees 50 minutes 30 seconds West), along the Easterly line of Blossom Way, a distance of 60.00 feet to the Northeast corner of said Blossom Way, being in the South line of Lot 9, Block 34, Westcliff Park Unit No. 44, an Addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 4306, Page 831 of the Official Public Records of Potter County, Texas;

THENCE South 66 degrees 09 minutes 07 seconds East, along the South line of said Lot 9, a distance of 9.87 feet to a 1/2 inch iron rod "HH RPLS 5377" found for the Southeast corner of said Lot 9, same being the Southwest corner of a 0.301 acre tract of land as conveyed in that certain Warranty Deed of record under Clerk's File Number 1234294 of the Official Public Records of Potter County, Texas;

THENCE South 66 degrees 17 minutes 00 seconds East (called South 66 degrees 14 minutes 17 seconds East), along the South line of said 0.301 acre tract of land, a distance of 37.01 feet (called 36.92 feet) to a 1/2 inch iron rod "HH RPLS 5377" found, the Southeast corner of said 0.301 acre tract of land;

THENCE North 42 degrees 16 minutes 05 seconds East (called North 42 degrees 18 minutes 51 seconds East), along the Easterly line of said 0.301 acre tract of land, a distance of 52.07 feet (called 51.93 feet) to a 1/2 inch iron rod "HH RPLS 5377" found;

THENCE North 15 degrees 30 minutes 45 seconds East (called North 15 degrees 31 minutes 56 seconds East), along the Easterly line of said 0.301 acre tract of land, a distance of 324.81 feet (called 324.83 feet) to a 1/2 inch iron rod "HH RPLS 5377" found, the Northeast corner of said 0.301 acre tract of land;

THENCE North 74 degrees 44 minutes 11 seconds West (called North 74 degrees 28 minutes 04 seconds West), along the North line of said 0.301 acre tract of land, a distance of 35.08 feet (called 35.00 feet) to a 1/2 inch iron rod "HH RPLS 5377" found, the Northwest corner of said 0.301 acre tract of land, being in the East line of a 6.03 acre tract of land conveyed in that certain Cash Warranty Deed of record in Volume 4280, Page 491 of the Official Public Records of Potter County, Texas;

THENCE North 15 degrees 25 minutes 08 seconds East (called North 15 degrees 31 minutes 56 seconds East), along the East line of said 6.03 acre tract of land, a distance of 588.76 feet to a 5/8 inch iron rod "RPLS 5437" set, the Northwest corner of this tract of land, being in the South line of a 17.50 acre tract as conveyed in that Special Warranty Deed of Record in Volume 4143, Page 795 of the Official Public Records of Potter County, Texas;

THENCE South 86 degrees 53 minutes 18 seconds East (called South 86 degrees 53 minutes 18 seconds East used as base bearing), along the South line of said 17.50 acre tract of land, a distance of 342.21 to the most North Northeast corner of this tract of land, being in the Westerly line of a Drainage Easement and Public Utility Easement as shown on said Westcliff Park Unit No. 18, whence a 1/2 inch iron rod "RPLS 5437" found for the Southeast corner of said 17.50 acre tract of land bears South 86 degrees 53 minutes 18 seconds East, a distance of 210.93 feet;

THENCE South 11 degrees 03 minutes 51 seconds East, along the Westerly line of a Drainage Easement and Public Utility Easement as shown on said Westcliff Park Unit No. 18, a distance of 20.63 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 86 degrees 53 minutes 23 seconds West, a distance of 331.59 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 15 degrees 22 minutes 37 seconds West, a distance of 552.50 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 74 degrees 44 minutes 11 seconds East, a distance of 35.13 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 15 degrees 30 minutes 45 seconds West, a distance of 57.79 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 71 degrees 43 minutes 51 seconds East, a distance of 354.17 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 51 degrees 33 minutes 14 seconds West, a distance of 23.92 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 71 degrees 43 minutes 51 seconds West, a distance of 340.08 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 15 degrees 30 minutes 45 seconds West, a distance of 271.84 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 42 degrees 16 minutes 05 seconds West, a distance of 86.87 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 55 degrees 46 minutes 47 seconds East, a distance of 115.58 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 51 degrees 33 minutes 14 seconds West, a distance of 36.67 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 55 degrees 46 minutes 47 seconds West, a distance of 135.27 feet to a 5/8 inch iron rod "RPLS 5437" set, the beginning of a curve to the right whose radius bears North 65 degrees 08 minutes 00 seconds West, a distance of 1815.00 feet;

SHEET 5 OF 8

David G. Miller

Registered Professional Land Surveyor
4903 SW 15th Avenue * Amarillo, Texas * 79106
806-654-0298

Firm Registration No. 10194242

FOR JEFF TIDMORE

EXHIBIT

Description: B

THENCE Southwesterly along said curve to the right, an arc length of 341.54 feet with a chord bearing and distance of South 30 degrees 15 minutes 28 seconds West, 341.04 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 20 degrees 25 minutes 05 seconds East, a distance of 53.62 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE South 37 degrees 49 minutes 40 seconds West, a distance of 23.52 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 20 degrees 25 minutes 05 seconds West, a distance of 76.68 feet to the POINT OF BEGINNING.

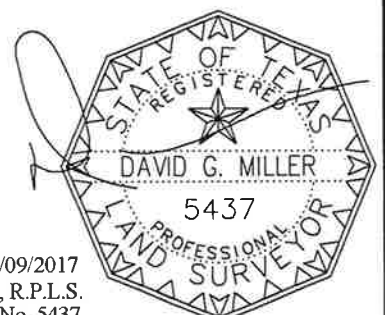
SHEET 6 OF 8

David G. Miller

Registered Professional Land Surveyor
4903 SW 15th Avenue * Amarillo, Texas * 79106
806-654-0298
Firm Registration No. 10194242

1/09/2017
David G. Miller, R.P.L.S.
Registration No. 5437

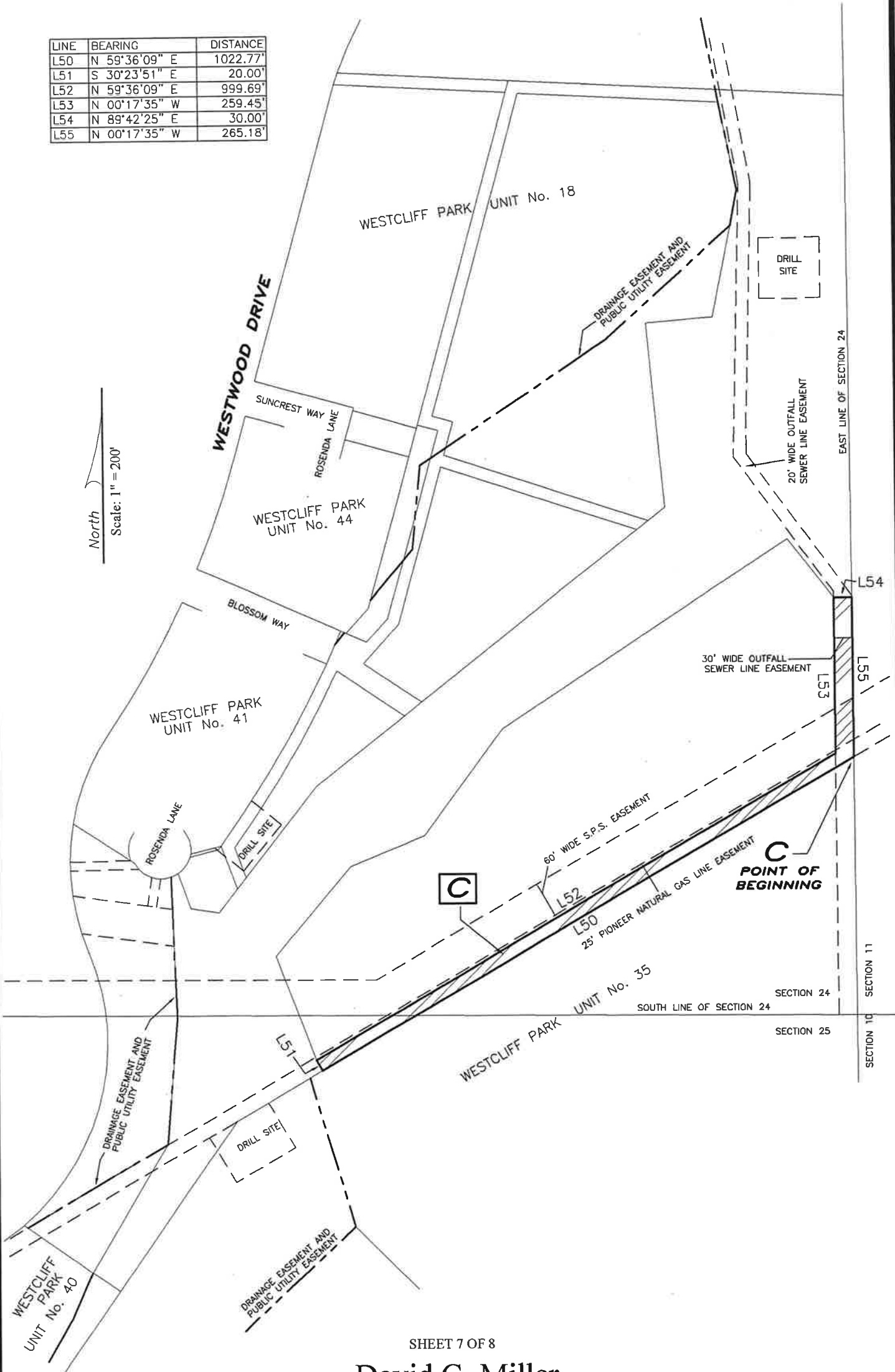
FOR JEFF TIDMORE



EXHIBIT

LINE	BEARING	DISTANCE
L50	N 59°36'09" E	1022.77'
L51	S 30°23'51" E	20.00'
L52	N 59°36'09" E	999.69'
L53	N 00°17'35" W	259.45'
L54	N 89°42'25" E	30.00'
L55	N 00°17'35" W	265.18'

North
Scale: 1" = 200'



SHEET 7 OF 8

David G. Miller

Registered Professional Land Surveyor
4903 SW 15th Avenue * Amarillo, Texas * 79106
806-654-0298
Firm Registration No. 10194242

NOTE: THIS IS NOT A BOUNDARY SURVEY.

1/09/2017
FOR JEFF TIDMORE

EXHIBIT

Description: C

A 0.645 acre tract of land being part of Tract 2 of Westcliff Park Unit No. 18, an Addition to the City of Amarillo, Section 24, Block 9, B. S. & F. Survey, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 2045, Page 721 of the Official Public Records of Potter County, Texas, said 0.645 acre tract of land being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the Northeast corner of Lot 2A, Block 24, Westcliff Park Unit No. 35, an Addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 3231, Page 468 of the Official Public Records of Potter County, Texas;

THENCE South 59 degrees 36 minutes 09 seconds West (called South 59 degrees 34 minutes 54 seconds West), along the Northwesterly line of said Lot 2A, Block 24, Westcliff Park Unit No. 35, a distance of 1022.77 feet to the most South Southwest corner of this tract of land, whence a 1/2 inch iron rod found for the Northwest corner of said Lot 2A, Block 24, Westcliff Park Unit No. 35, bears South 59 degrees 36 minutes 09 seconds West (called South 59 degrees 34 minutes 54 seconds West), a distance of 23.83 feet;

THENCE North 30 degrees 23 minutes 51 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 59 degrees 36 minutes 09 seconds East, a distance of 999.69 feet to a 5/8 inch iron rod "RPLS 5437" set in the West line of a 30 foot wide outfall sewer line easement as shown on said Westcliff Park Unit No. 18 and recorded in Volume 1749, Page 837 of the Official Public Records of Potter County, Texas;

THENCE North 00 degrees 17 minutes 35 seconds West, along the West line of a 30 foot wide outfall sewer line easement as shown on said Westcliff Park Unit No. 18 and recorded in Volume 1749, Page 837 of the Official Public Records of Potter County, Texas, a distance of 259.45 feet to a 5/8 inch iron rod "RPLS 5437" set;

THENCE North 89 degrees 42 minutes 25 seconds East, a distance of 30.00 feet to the Northeast corner of this tract of land, being in the East line of said Section 24;

THENCE South 00 degrees 17 minutes 35 seconds East, along the East line of said Section 24, a distance of 265.18 feet to the POINT OF BEGINNING.

The South line of a 17.50 acre tract of land as conveyed in that certain Special Warranty Deed of record in Volume 4143, Page 795 of the Official Public Records of Potter County, Texas, being South 86 degrees 53 minutes 18 seconds East is used as the bearing basis for this description.

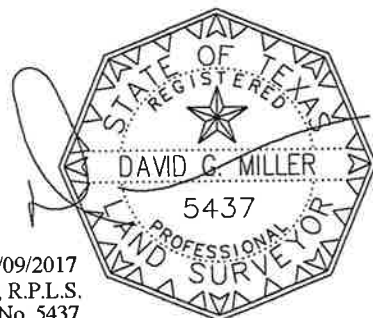
SHEET 8 OF 8

David G. Miller

Registered Professional Land Surveyor
4903 SW 15th Avenue * Amarillo, Texas * 79106
806-654-0298
Firm Registration No. 10194242

FOR JEFF TIDMORE

1/09/2017
David G. Miller, R.P.L.S.
Registration No. 5437



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 1, 2017	Council Priority	Consent Agenda – ACZ Easement
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Department	Planning	Contact	AJ Fawver
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Agenda Caption

Aviation Clear Zone Easement, being 4,350 feet above mean sea level above the plat of Thomas Addition Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 152, Block 2, AB&M Survey, Randall 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 Thomas Addition Unit No. 1.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract's proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation than ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 4,350 feet above mean sea level for the plat of Thomas Addition Unit No. 1.

Requested Action

Planning and Legal 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.

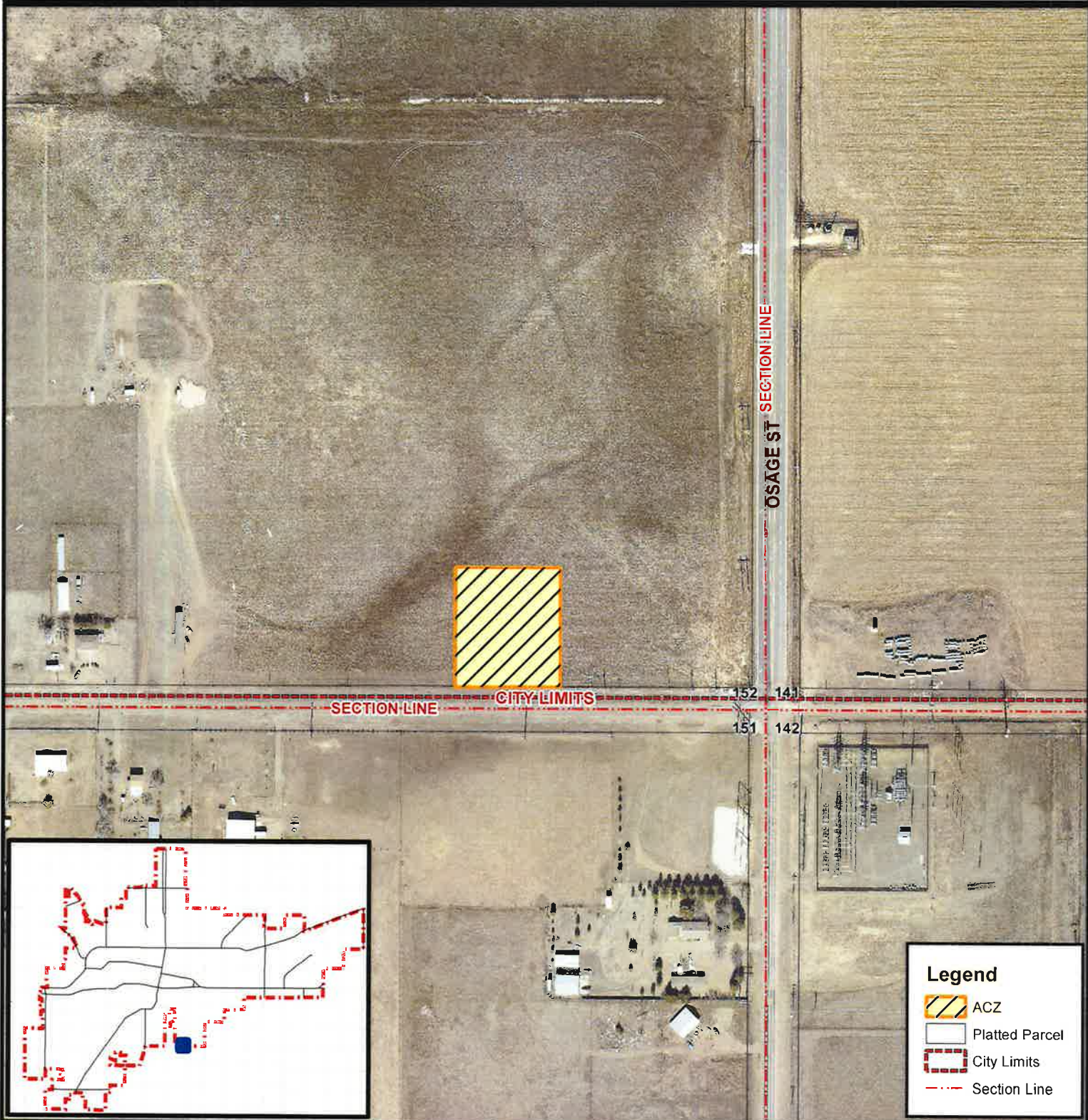
Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 17-04.

CASE ACZ-17-04
AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 7/27/2017



Aviation Clear Zone Easement, being 4,350 feet above mean sea level above the plat of Thomas Addition Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 152 Block 2, AB&M Survey, Randall County, Texas.

Developer: Michael Allen Thomas

Vicinity: SE 58th Ave. & S Osage St.

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

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Michael Allen Thomas, 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 4,350 feet above mean sea level above the plat of Thomas Addition Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 152, Block 2, AB&M Survey, Randall County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigned, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

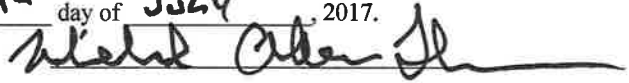
GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,350 feet above mean sea level. GRANTOR does hereby GRANT 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 4,350 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 14 day of July, 2017.



Michael Allen Thomas

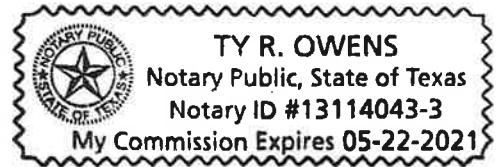
THE STATE OF TEXAS §

COUNTY OF RANDALL §

This instrument was acknowledged before me on this the 14th day of July, 2017, by Michael Allen Thomas.



Notary Public, State of Texas



Amarillo City Council

Agenda Transmittal Memo



E

Meeting Date	August 1, 2017	Council Priority	Consent Agenda Item
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: S Jackson St. & SW 14th Ave.

License and Hold Harmless to encumber a 15' by 100' surface of Public Utility Easement, Drainage Easement, and Fire Lane Easement (vacated 80' Public ROW) for the building foundation/structure in Lot 3, Block 185, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

This license and hold harmless agreement is for the construction of the building foundation and fence extending in to 15' of the 80' wide public utility easement, drainage easement, and fire lane easement which follows along the former SW 14th Avenue location which was vacated in 2000 (V-00-03 & Ordinance No. 6473). The location is for the expansion of the Baptist Community Services Ware Assisted Living Center at 1300 South Van Buren Street. There is an annual fee of \$250.00 associated with the agreement. The first year's fee has been paid.

The associated expansion project had previously been through site plan and downtown Amarillo urban design standards review, during which the encumbrance was noticed. This agreement is to address the legalities of the soon to be easement encumbrance of the building and fence where SW 14th Avenue use to be. This L&HH area for consideration will be vacated by the applicants in the future but would like to file this first so their contactor can begin construction.

Planning staff believes that the request is appropriate for the situation and recommends approval.

Requested Action

The applicant is requesting the approval of a License and Hold Harmless for an existing encumbrance.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices were not required for this item.

City Manager Recommendation

Planning Staff has reviewed the associated L&HH agreement and exhibits and recommends the City Council approve the item as submitted.

the public right-of-way unreasonably interfere with the public's use of its right-of-way or in any other way hampers the public's rights.

2.5. LICENSEE hereby agrees to assume all costs for damages and repairs to public utilities, street services or any other public improvement located in or adjacent to the public right-of-way described above, regardless of the type of damage caused by LICENSEE, its employees, agents, or contractors. LICENSEE further agrees to hold LICENSOR harmless from any costs occasioned by or necessitated by the relocation of LICENSEE's facilities due to entry of the LICENSOR onto the right-of-way for maintenance, replacement or repair of any line or lines, including water and sewer lines, located in the public right-of-way. In this regard, LICENSEE specifically recognizes the potential hazards of erecting or placing encumbrances and intrusions in the public utility easement.

2.6. Any notice required by this agreement shall be sufficient if served by certified or registered United States mail on City Manager of the City of Amarillo, P.O. Box 1971, Amarillo, Texas, 79105-1971; or upon Robert Smith, Signor, Baptist Community Services, 701 Park Place, Amarillo, Texas 79101.

2.7. LICENSEE's failure to perform any of the duties imposed hereby shall constitute a breach of this agreement and shall be a cause for revocation of this license if said breach is not cured within ten (10) days of notice of said breach. In the event of breach, LICENSEE agrees to remove all encumbrances from the right-of-way no later than thirty (30) days from its failure to cure the breach as provided above. In the event legal proceedings are necessary to enforce LICENSOR's rights under this agreement, all costs, including reasonable attorneys' fees, shall be paid by LICENSEE.

EXECUTED by the last of the parties to sign on this day _____ of _____, 2017.

ATTEST:

CITY OF AMARILLO

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

By: _____
Robert Smith, Signor, BCS

THE STATE OF TEXAS)

COUNTY OF POTTER)

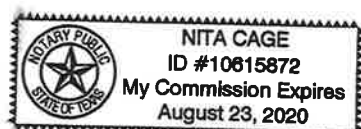
Bob Cowell, Deputy City Manager of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation, acknowledged this instrument before me on the _____ day of _____, 2017.

Notary of Public in and for
The State of Texas

THE STATE OF TEXAS)

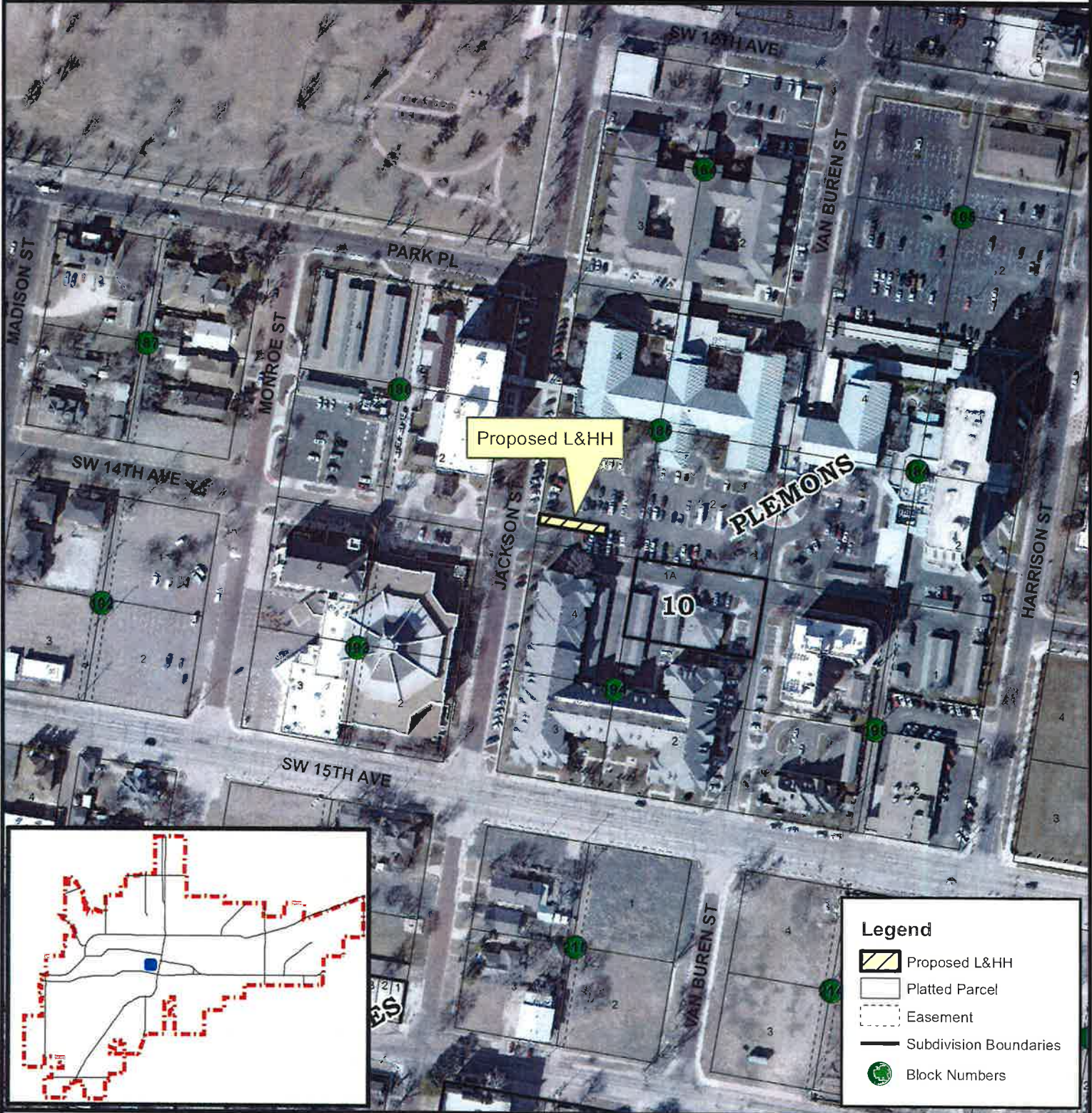
COUNTY OF Potter)

This instrument was acknowledged before me on the 26 day of July, 2017 by Robert Smith on behalf of said entity.



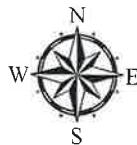
Nita Cage
Notary of Public in and for
The State of Texas

CASE L-17-02
LICENSE AND HOLD HARMLESS



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 7/21/2017



L-17-02 License and Hold Harmless to encumber a 15' x 100' surface of Public Utility Easement, Drainage Easement, and Fire Lane Easement (vacated Public ROW) for the building foundation/structure in Lot 3, Block 185, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

Developer: Robert Smith for Baptist Community Services

Vicinity: S Jackson St. & SW 14th Ave.

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.



Scale: 1" = 20'

PROPOSED BUILDING
FF ELEV. = 3669.89

EX. PROPERTY LINE

100.0'

PROPERTY FENCING

15.0'

EX. SIGN

EX. SIGN

15.0'

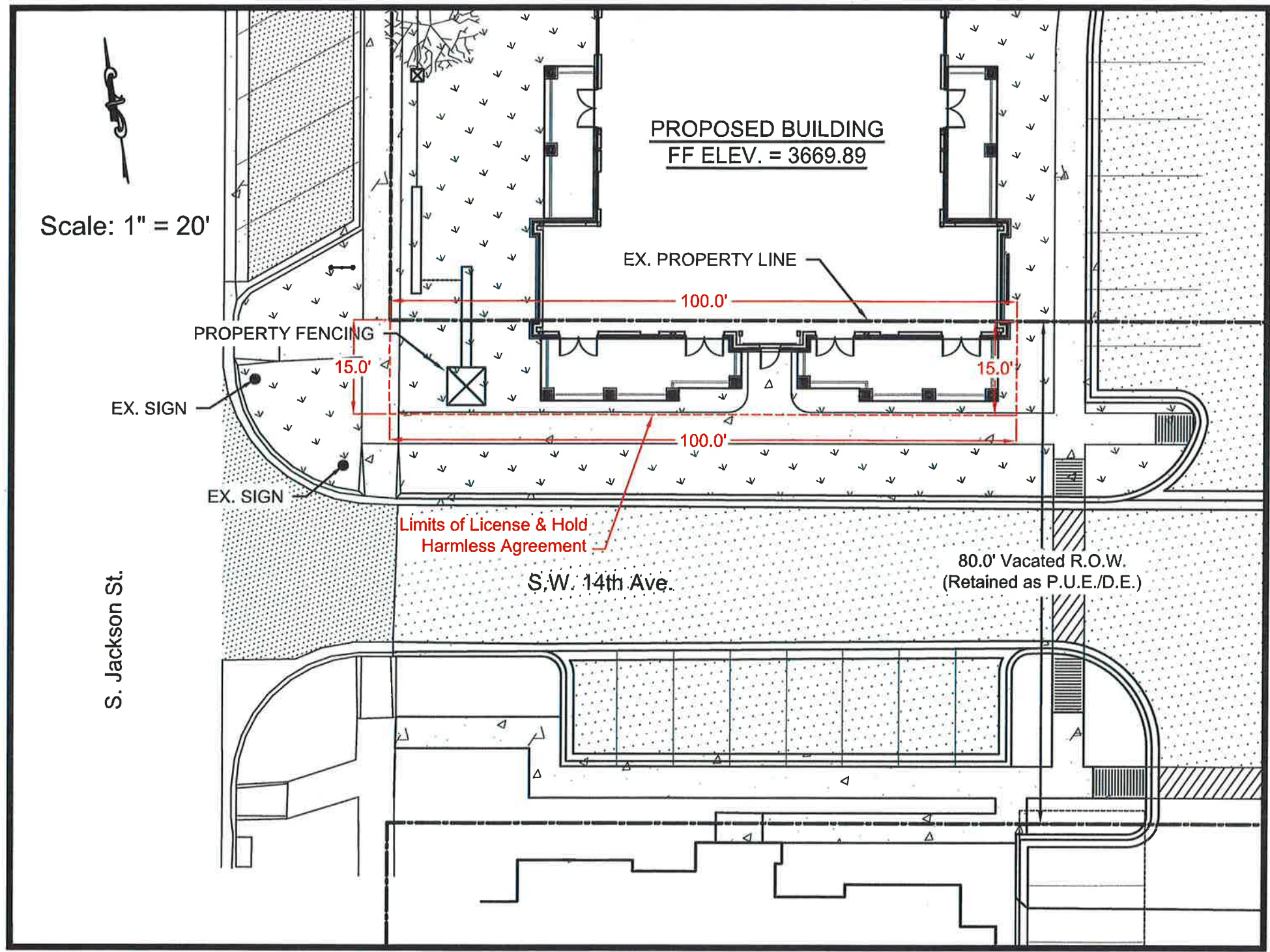
100.0'

Limits of License & Hold
Harmless Agreement

S.W. 14th Ave.

80.0' Vacated R.O.W.
(Retained as P.U.E./D.E.)

S. Jackson St.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 1, 2017	Council Priority	Community Appearance
Department	Planning	Contact Person	AJ Fawver

Agenda Caption

This resolution conducts a public hearing and establishes a public improvement district to be located in the subdivision know as “Pinnacle” in the vicinity of Bell Street, Hollywood Road/ Loop 335 and South Western Street. This petition was submitted by Matt Griffith d/b/a Rockrose Development, LLC for residential and commercial/retail uses. This Public Improvement District is created to fund the construction and maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision.

Agenda Item Summary

This PID is being requested because the applicants plan to install entryway features, landscaped boulevards, and other public common areas throughout the subdivision. These improvements are intended to provide amenities for Pinnacle residents that are beyond typical City owned and maintained infrastructure improvements.

As with every PID in Amarillo, maintenance and operation of entryway features, landscaped boulevards, and common areas will be funded by PID assessments collected from property owners within this PID boundary. Texas Local Government Code, Chapter 372 permits several different PID assessment methods. There are multiple assessment methods used with Amarillo PIDs and each are specifically defined in their associated petitions. The proposed Pinnacle PID assessment method will be determined by multiplying the number of square feet of each platted lot by an assessment rate. The applicants have set the initial assessment rate at \$0.05 per square foot.

Requested Action

Attached is a petition submitted by Matt Griffith d/b/a Rockrose Development, LLC. (Applicant) for the establishment of a Public Improvement District (PID) on property owned by Attebury Elevators, LLC and CISD.

Funding Summary

The cost of these improvements will be borne by the property owners within the subdivision as allocated equitably among all platted lots, with the exception of CISD tracts used for public school purposes.

Community Engagement Summary

Notices were sent out to property owners subject to the assessment under the proposed public improvement district. At the time of this writing, no comments regarding this request have been received.

City Manager Recommendation

Planning staff and the City Attorney have reviewed the petition and resolution, and do believe that it satisfies State requirements as specified in the Texas Local Government Code, Chapter 372 at this time. Finance staff and the City Attorney have also reviewed the five year service plan, and have also found it to be complete and sufficient for approval. Staff recommends that this item be approved.

Attachments

1. Petition
2. Five Year Service Plan
3. Resolution

**PETITION REQUESTING ESTABLISHMENT
OF PUBLIC IMPROVEMENT DISTRICT**

* * * * *

TO: The Mayor and City Council of the City of Amarillo, Texas

Recitals

A. Attebury Elevators, LLC, a Texas limited liability company, is the owner of the real property described in EXHIBIT "A."

B. Canyon Independent School District is the owner of the real property described in EXHIBIT "B." Tract One of such property has been platted as The Pinnacle Unit No. 1, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2015009533, Official Public Records, Randall County, Texas. Tract Two of such property is a part of The Pinnacle Unit No. 2, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2016015172, Official Public Records, Randall County, Texas.

C. Owner of Non-School Property (such term being defined in Paragraph 1 below) intends to convey its interest in the property described in EXHIBIT "A" to Developer (such term being defined in Paragraph 1 below), and Developer intends to develop said property in approximately 11 different phases.

D. Owner of Non-School Property intends to convey each phase of the property described in EXHIBIT "A" to Developer before the Property is platted.

E. When Developer acquires title to a phase of the Property to be developed, Developer intends to file for approval a Plat application of each such phase with the Planning and Zoning Department of the City of Amarillo, Texas, to be acted on accordingly.

F. Developer will create a property owners association.

Petition

This Petition requesting the establishment of a public improvement district is submitted by Owners (such term being defined in Paragraph 1 below) and Developer to the Amarillo City Council. This Petition is submitted under the authority of Chapter 372 of the Local Government Code of Texas so that the powers granted under the Act may be exercised by the City. In support of this Petition, Owners and Developer show the following:

1. **Definitions.** The use of any of the following defined terms in their capitalized form will have the meaning designated below. The use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning.

- (a) **"Act"** means Chapter 372 of the Local Government Code of Texas.
- (b) **"Administrative Costs"** means publication fees, collection fees, postage, and other administrative costs incurred by the City directly attributable to the PID.
- (c) **"Advisory Board"** has the meaning set forth in Paragraph 4.
- (d) **"Assessment Method"** has the meaning set forth in Paragraph 13.
- (e) **"Assessed Tracts"** has the meaning set forth in Paragraph 3.
- (f) **"Association"** means the Property Owners Association as described in Paragraph 21 below.
- (g) **"Capital Improvements"** means improvements that confer a special benefit to the neighborhood over and above the normal or typical City standard, for a project listed in Section 372.003 of the Act.
- (h) **"City"** means the City of Amarillo.
- (i) **"City Council"** means the City Council of the City of Amarillo.
- (j) **"Common Areas"** means those areas designed as "Common Areas" on the Plat.
- (k) **"Developer"** means Rockrose Development, LLC, a Texas limited liability company, and/or any of its successors and/or assigns to whom Rockrose Development, LLC expressly conveys or assigns in writing, whether in whole or in part, any of its rights and/or obligations with respect to the PID, and expressly excludes any person or entity merely purchasing property within the PID from Developer.
- (l) **"Hard Costs"** means actual costs incurred by Developer for construction of the Capital Improvements.
- (m) **"Hybrid PID"** has the meaning set forth in Paragraph 24(a).
- (n) **"Maintenance"** means labor and materials for the repair and maintenance of the Capital Improvements, mowing grass, trimming trees and bushes, replanting landscaping, and other work as reasonably determined by the Management Company to keep the Capital Improvements attractive and in good condition.

- (o) **"Management Company"** shall mean a person or entity selected by the City and approved by the Association, which could be the Association itself, to provide certain services, as set forth herein, associated with the PID.
- (p) **"Owners"** means Owner of School Property and Owner of Non-School Property, collectively.
- (q) **"Owner of School Property"** means Canyon Independent School District, and/or its successor and/or assigns.
- (r) **"Owner of Non-School Property"** means Attebury Elevators, LLC, a Texas limited liability company, and/or any of its successors and/or assigns to whom Attebury Elevators, LLC expressly conveys or assigns in writing, whether in whole or in part, any of its rights and/or obligations with respect to the PID.
- (s) **"Petition"** means this Petition Requesting Establishment of Public Improvement District.
- (t) **"PID"** means the public improvement district to be created pursuant to this Petition.
- (u) **"PID Assessments"** means assessments imposed against Assessed Tracts, which are used to pay for the Hard Costs, Soft Costs, Maintenance, Administrative Costs, and any interest thereon.
- (v) **"Plat"** means a map of a subdivision showing the location of individual parcels of land subdivided into lots, with streets, alleys, etc., and drawn to scale.
- (w) **"Pre-Dissolution Costs"** has the meaning set forth in Paragraph 24(a).
- (x) **"Property"** means the real property described in EXHIBIT "A" and EXHIBIT "B."
- (y) **"Residential Lot"** means all lots on which single-family detached houses, attached townhouses, houses on zero lot lines, patio homes, garden homes, and other similar houses are to be constructed which are used as single-family residences.
- (z) **"Service Plan"** has the meaning set forth in Paragraph 15.
- (aa) **"Soft Costs"** means costs and fees incurred by Developer for architectural design of landscaping, design for architectural and landmark features, insurance on Capital Improvements, engineering fees applicable only to

Capital Improvements, and attorneys' fees for the establishment, administration, and operation of the PID.

(bb) **"Surplus"** has the meaning set forth in Paragraph 10.

2. **Name.** The PID will be known as the Pinnacle Public Improvement District.

3. **PID Assessment.** The City will be authorized to utilize the PID to assess all lots and tracts located in any platted portion of the Property, except as otherwise provided herein, (the "Assessed Tracts") to raise money to pay for the Hard Costs, Soft Costs, Maintenance, Administrative Costs, and any interest thereon. The City will not assess—for the PID—the platted portion of the Property included in streets, alleys, parks, or Common Areas or that is owned by Canyon Independent School District and used for public school purposes. When each phase of the Property is platted and the Plat is filed in the Official Public Records of Randall County, Texas, the property within the Plat will be subject to PID Assessments beginning on January 1 of the year that follows the year during which the Plat is filed in the Official Public Records of Randall County, Texas. The property within each Plat will not be subject to PID Assessments for the year in which the Plat for such property is recorded in the Official Public Records of Randall County, Texas. Until the time that sufficient PID Assessments have been collected to pay for the cost of Maintenance, Developer shall pay for such Maintenance costs, which shall be reimbursed to Developer in accordance with Paragraph 9 below. The City should endeavor to keep the PID Assessments on the Assessed Tracts as level as reasonably possible.

4. **Advisory Board.** The City Council will appoint a PID advisory board (the "Advisory Board"). The terms of the members of the Advisory Board shall coincide with the City's fiscal year. The initial Advisory Board will consist of three members, including two members who will be suggested for approval by Developer and one member who will be suggested for approval by Owner of Non-School Property. Unless a member is appointed to fill an unexpired term of a former member, the term for each member of the initial Advisory Board will begin on the date of his or her appointment to the Advisory Board and continue until the last day of the City's fiscal year. If on the last day of such fiscal year, Developer has not sold more than 100 Residential Lots within the PID, the initial Advisory Board shall continue serving for the subsequent fiscal year or years until such time as on the last day of a fiscal year at least 100 Residential Lots within the PID have been sold by Developer. At such time, the Advisory Board for all future fiscal years will consist of five members who will serve terms of three years each with the terms being staggered among the members as equally as possible. Such five members of the Advisory Board shall consist of:

(a) two members, other than Developer, who are lot owners in the PID and who are suggested for approval by the Association's Board of Directors;

(b) two members who are suggested for approval by Developer, unless Developer waives its right, in writing, to suggest members to serve on the Advisory Board; and

(c) one member who is suggested for approval by Owner of Non-School Property, unless Owner of Non-School Property waives its right, in writing, to suggest a member to serve on the Advisory Board.

At the time when Developer and Owner of Non-School Property no longer own any residential portions of the Property or in the event that Developer and/or Owner of Non-School Property waive the right to suggest members to serve on the Advisory Board, the members of the Advisory Board whom Developer and Owner of Non-School Property had the right to suggest for approval will be suggested instead by the Association's Board of Directors.

5. **Advisory Board Services.** The Advisory Board, in collaboration with the Management Company, will recommend for approval by the Association and City Council (i) a five-year Service Plan and annual updates thereto, (ii) an annual budget setting forth in detail the proposed services and the projected costs of services, improvements, Maintenance, and Administrative Costs for the PID, (iii) service contracts, and (iv) the amount of PID Assessments. The Service Plan, when approved, will be administered by the City and the Management Company.

6. **General Nature of Proposed Improvements.** The proposed improvements to be included in the PID are the Capital Improvements, and the general nature of the proposed improvements will primarily be aesthetic in nature to enhance the lifestyle, personal pride, enjoyment, and property values within the PID. A master plan showing the proposed location of the Capital Improvements is attached hereto as EXHIBIT "C."

7. **Regular City Services.** The proposed Capital Improvements and Service Plan applicable to the Property will be a supplement to the existing standard level of City improvements and services and will constitute an added increment to the improvements and services normally provided to the taxpayers generally. If the PID is created, the City will continue to furnish and pay for standard improvements and services in the PID at the same level as would be provided by the City to the taxpayers generally without use of any of the funds collected by the PID.

8. **Estimated Costs.** A spreadsheet showing the projected costs of the Capital Improvements is attached hereto as EXHIBIT "D." Such cost projections spreadsheet is an estimate only; the actual dates and costs may be affected by various matters, including inflation and changes in the Capital Improvements made by Developer. As shown on EXHIBIT "D", the estimated total of Hard Costs is \$4,141,484.00. The estimated total of Soft Costs is \$621,223.00, for a total estimated cost of \$4,762,707.00. An annual budget for the cost of improvements and Maintenance—within the limits of Section 372.003 of the Act—will be determined in the Service Plan recommended by the Advisory Board and adopted and amended from time to time by the City Council.

9. **Reimbursement to Developer.** After the required public bidding, the PID shall reimburse Developer for the Soft Costs, Hard Costs, and any costs of Maintenance incurred by Developer, plus interest. If Developer and the City agree, the reimbursement to Developer may be by any one or any combination of the methods described in Section 372.023(d) of the Act. Developer shall be paid interest at the maximum rate of interest allowed under Section

372.023(e) of the Act. Interest will begin accruing on the Soft Costs and the Hard Costs on the date the City accepts each separate phase of Capital Improvements. Interest will begin accruing on any costs of Maintenance incurred by Developer on the date such Maintenance costs are incurred by Developer. The Soft Costs to be reimbursed to Developer may not exceed 15.0% of the total Hard Costs. The reimbursement to Developer will be paid annually, on a first incurred, first reimbursement basis, as funds are available. All payments to Developer will be applied first to accrued interest and then to principal.

10. **Payment of Surplus to Developer as Reimbursement.** Any amount of PID Assessments received by the City in excess of funds necessary for the payment of the following items (the "Surplus") will be paid to Developer as reimbursement: (i) Maintenance, (ii) Administrative Costs, (iii) an amount to be held as a contingency reserve equal to at least 25.0% of the annual PID budget as determined by the City Council, and (iv) debt service for reimbursement payments to Developer as called for under Paragraph 9. It is the intent that in addition to the reimbursement payments to Developer called for under Paragraph 9, Developer will also receive the Surplus as a credit to the amount to be reimbursed to Developer under Paragraph 9. The payments of Surplus to Developer will be paid annually, on a first incurred, first reimbursement basis, as funds are available. All payments of Surplus to Developer will be applied first to accrued interest and then to principal.

11. **Issuance of Debt.** When the City has determined that a sufficient number of Assessed Tracts exist within the PID to generate income sufficient to amortize between 10 to 30 years the total costs of the unreimbursed Hard Costs, Soft Costs, Maintenance costs incurred by Developer, and accrued interest, the City will issue the necessary debt to provide sufficient funds to reimburse Developer therefor.

12. **PID Boundaries.** The proposed PID will include the Property and the boundaries of the proposed PID are shown on EXHIBIT "E."

13. **Method of Assessment.** At the time a Plat application is filed, Developer shall furnish the City with the number of square feet for each lot or tract lying within the Plat. Subject to Paragraph 3, PID Assessments shall be levied on tracts within the PID to pay the indebtedness for the Hard Costs, Soft Costs, Maintenance costs incurred by Developer, and accrued interest described in Paragraph 9. Until changed by the City Council, the method of establishing PID Assessments (the "Assessment Method") will be determined as follows:

- (a) Residential Property. Each Residential Lot will be assessed based upon a rate multiplied by the number of square feet located within the Residential Lot.
- (b) Canyon Independent School District Property. All tracts owned by Canyon Independent School District that are used for public school purposes are exempt from PID Assessments.

- (c) Other Property. All tracts other than those described in Subparagraphs 13(a) and 13(b) will be assessed based on the number of square feet located within the lot as follows:
 - i. the first 43,560 square feet of the tract will be assessed at the same rate as Residential Lots; and
 - ii. any portion of the tract that exceeds 43,560 square feet will be assessed at a rate that is equal to 20% of the rate for Residential Lots.

The PID Assessments must be levied in amounts necessary to meet annual costs for Hard Costs, Soft Costs, Maintenance, Administrative Costs, reserves, and accrued interest and must continue for a period necessary to retire the indebtedness to Developer for Hard Costs, Soft Costs, costs of Maintenance incurred by Developer, and accrued interest. The PID Assessments are to be recalculated on an annual basis based on an updated five-year Service Plan.

14. **Exemptions from Assessments.** The Advisory Board may, in its discretion, grant exemptions to non-profit organizations or entities from PID Assessments for property that will be used for non-residential purposes and in a manner that the Advisory Board determines will be beneficial to the Pinnacle subdivision.

15. **Service Plan.** The "Service Plan" will be ongoing and will provide for:

- (a) Estimated cost and method of operating the PID to be recommended by the Advisory Board and approved by the City Council for a period of not less than five years. The City Council may, but is not obligated to, approve the recommendations of the Advisory Board. The Service Plan will be reviewed and updated each year by the Advisory Board and the City Council to establish the annual costs of the special services.
- (b) Annual costs of operating the PID to be assessed by the Assessment Method against the Assessed Tracts as established by the then current tax roll of the Potter/Randall County Appraisal District and to be collected with the ad valorem tax collections.

A summary of the potential services to be provided by the PID is described in EXHIBIT "F"; however, Owners and Developer request that the PID be authorized to engage in any activity permitted under the Act, subject to annual approval by the Advisory Board and the City Council.

16. **Administration and Management.** Administration and management of the PID will be by the City and the Management Company.

- (a) The City shall have all of the powers and duties as set forth in the Act. To the extent not otherwise prohibited, the City may delegate its powers and

duties to one or more third party, including but not limited to the Potter-Randall Appraisal District and the Advisory Board. The duties of the City shall include:

- i. exercising the duties set forth in the Act;
 - ii. levying and collecting PID Assessments to pay for the annual costs of operating the PID, debt service, and preparing and sending out statements for such PID Assessments on an annual basis;
 - iii. enforcing liens against property within the PID for unpaid assessments;
 - iv. making a reassessment or new assessment if an assessment is (1) set aside by a court of competent jurisdiction, (2) found excessive by the City Council, or (3) determined to be invalid by the City Council on the written advice of legal counsel;
 - v. creating a separate PID fund within the City treasury to be used solely for the depositing of PID assessments and the paying of PID costs;
 - vi. overseeing the maintenance of PID improvements and the provision of PID services;
 - vii. approving and executing contracts for services to be provided to the PID;
 - viii. issuing debt on a per phase basis for the development and providing for repayment;
 - ix. reviewing PID expenditures and processing payments; and
 - x. approving preliminary cost estimates for proposed improvements and services.
- (b) The powers and duties that the City intends, but is not required, to delegate to the Management Company shall include:
- i. overseeing the maintenance of PID improvements and the provision of PID services;
 - ii. obtaining preliminary cost estimates for proposed improvements and services;

- iii. making recommendations to the City as to the advisability of improvements, the estimated costs, the method of assessment, and the apportionment of costs between the PID and the City as a whole;
- iv. in collaboration with the Advisory Board, reviewing and updating the Service Plan annually to determine the annual costs of operation of the PID and to determine the amount of the annual PID Assessment for each property owner;
- v. providing any reports requested by the City concerning the operation of the PID;
- vi. making recommendations to the Advisory Board regarding PID Assessments; and
- vii. recommending service providers for services to be provided within the PID.

17. **Proposed Apportionment of Cost between PID and City.** The City shall not be obligated to provide any funds to finance the Capital Improvements. The cost of the Capital Improvements will either be paid directly from the PID Assessments or paid by the Developer who will be reimbursed from the PID Assessments.

18. **Common Areas Deed.** When Developer prepares each Plat, the Plat will show that portion of the Property that will be in the Common Areas. As soon as reasonably possible after the City accepts each phase of Capital Improvements on Common Areas, Developer will deed the Common Areas to the Association and the Association will then deed the Common Areas to the City. The deed from the Association to the City will contain a provision that if the PID is ever terminated, ownership of the Common Areas will revert to the Association.

19. **Establishment.** Owners and Developer request and concur with the establishment of the PID.

20. **Petition is Legal.** As required by Section 372.005 of the Act, this Petition is sufficient because it is signed by:

- (a) owners of taxable real property representing more than 50.0% of the appraised value of taxable real property liable for assessment under this Petition, as determined by the current tax roll of the Potter/Randall County Appraisal District; and
- (b) record owners of real property liable for assessment under this Petition who own taxable real property that constitutes more than 50.0% of the area of all taxable real property that is liable for assessment under this Petition.

Owners are the record owner of the real property liable for assessment under this Petition. The address of Owners, the descriptions of the real property liable for assessment under this Petition, the tax account numbers, and the taxable appraised value of such property are shown on EXHIBIT "G."

21. **Property Owners Association.** Developer will create a Property Owners Association (the "Association") that—in the event the PID is terminated or dissolved—will have the authority and duty to continue the services of the PID.

22. **Master Declaration.** Developer intends to subject the Property to a Master Declaration that is in a substantially similar form to that attached hereto as EXHIBIT "H."

23. **Request.** Owners and Developer request that the City Council do the following:

- (a) determine that this Petition meets the requirements of the Act;
- (b) cause this Petition to be filed with the City Secretary;
- (c) make findings by resolution as to the advisability of the nature of the proposed improvements, the estimated cost, the boundaries of the PID, the method of assessment, and the apportionment of costs between the proposed PID and the City as a whole;
- (d) give proper notice and hold a public hearing on the advisability of establishing the PID and providing for the proposed Assessment Method;
- (e) at anytime within six months after final adjournment of the hearing, adopt a resolution authorizing establishment of the PID according to its findings and authorizing the PID to engage in any other statutorily allowed project as may be approved in a Service Plan to be adopted;
- (f) cause the resolution authorizing the PID to be duly published;
- (g) prepare an assessment roll stating the PID Assessment against each parcel of land within the PID—as determined by the Assessment Method—and cause such assessment roll to be filed with the City Secretary;
- (h) give proper notice and hold a public hearing to consider the proposed PID Assessments;
- (i) levy by ordinance the PID Assessments as special assessments on the Assessed Tracts, specify the method of payment, and prepare and send to property owners bills for such special assessments;

- (j) take all other steps necessary to establish the PID and impose the special assessments on the Assessed Tracts within the PID; and
- (k) take such other action as required by the Act.

24. **Dissolution.** The PID may be dissolved through (1) a public hearing called and held in the same manner as a hearing under Section 372.009 of the Act if a petition requesting dissolution is filed and the petition contains the signatures of at least enough property owners in the PID to make a petition sufficient under Section 372.005(b) of the Act, or (2) by such other dissolution process as the legislature may authorize. If the PID is dissolved, the following shall occur:

- (a) the PID nonetheless shall remain in effect solely for the purpose of meeting obligations of indebtedness to Developer (the “Hybrid PID”) for all Hard Costs, Soft Costs, and costs of Maintenance, so long as such costs were incurred by Developer prior to the dissolution of the PID (the “Pre-Dissolution Costs”), together with accrued interest on such Pre-Dissolution Costs;
- (b) to the extent, due to unforeseen circumstances, Developer is not reimbursed through the Hybrid PID for any Pre-Dissolution Costs and accrued interest on such Pre-Dissolution Costs, the Association shall be responsible for the payment to Developer of such Pre-Dissolution Costs and accrued interest thereon; provided, however, the Association’s obligation under this Subparagraph 24(b) shall in no way affect or limit the requirement that Developer be reimbursed through the Hybrid PID under Subparagraph 24(a);
- (c) the Association will have the authority and duty to continue the services of the PID as set forth in the Master Declaration attached hereto as Exhibit “H”;
- (d) the Association shall be obligated to remove or repair, at its expense, any Capital Improvements that are in disrepair and which create a hazard to the public safety as determined by the City.

25. **Exhibits.** The following exhibits are attached hereto and made a part hereof for all purposes:

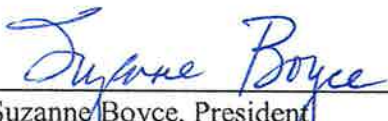
Exhibit	Paragraph No.	Title
“A”	A	Real Property Owned by Attebury Elevators, LLC
“B”	B	Real Property Owned by Canyon Independent School District
“C”	6	Pinnacle Master Plan
“D”	8	Cost Projection Spreadsheet

"E"	12	Map of Boundaries of PID
"F"	15	Potential Services
"G"	20	Information Regarding Owners and Property
"H"	22	Pinnacle Master Declaration

Dated the 22 day of June, 2017.

OWNERS:

**Attebury Elevators, LLC,
a Texas limited liability company**

By: 
Suzanne Boyce, President

Canyon Independent School District

By: 
Printed Name: Darryl Flusche
Title: Superintendent

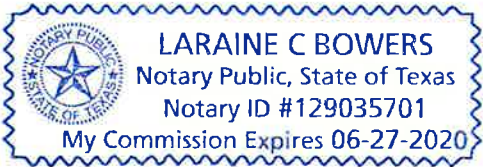
DEVELOPER:

**Rockrose Development, LLC,
a Texas limited liability company**

By: 
Matt Griffith, Vice President

STATE OF TEXAS §
 §
COUNTY OF Randall §

This instrument was acknowledged before me on this the 22 day of June, 2017, by Suzanne Boyce, President of Attebury Elevators, LLC, a Texas limited liability company, on behalf of said company.



Laraine C. Bowers
Notary Public

STATE OF TEXAS §
 §
COUNTY OF Randall §

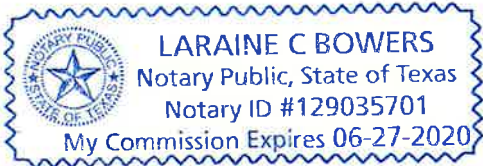
This instrument was acknowledged before me on this the 22 day of JUNE, 2017, by Darryl Flusche (name), superintendent (title) of Canyon Independent School District on behalf of said school district.



Lisa S. Church
Notary Public

STATE OF TEXAS §
 §
COUNTY OF Randall §

This instrument was acknowledged before me on this the 22 day of June, 2017, by Matt Griffith, Vice President of Rockrose Development, LLC, a Texas limited liability company, on behalf of said company.



Laraine C. Bowers
Notary Public

EXHIBIT "A"

Real Property Owned by Attebury Elevators, LLC

A 510.66 acre tract of land being a portion of Section 3, Block 9, B.S. & F. Survey, Randall County, Texas, as determined from previous surveys by Robert Keys and Associates on this 17th day of February, 2016, and said tract of land being further described by metes and bounds as follows:

Commencing at the southwest corner of said Section 3, from whence a 1/2 inch iron rod, found in reference, bears N. 00° 24' 45" W., (Directional Control GPS Observation WGS-84 – the west line of Section 3), 49.72 feet;

Thence S. 89° 44' 14" E., 795.82 feet along the south line of said Section 3 to the southwest and BEGINNING CORNER of this tract of land;

Thence N. 00° 27' 11" W., at 50.00 feet pass a 1/2 inch iron rod with a cap stamped "HBD", found, a total distance of 1553.19 feet along the east monumented right-of-way line of Raider Road (Bell Street) as dedicated in error by that certain right-of-way easement recorded in Volume 1312, Page 144 of the Deed Records of Randall County, Texas to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the beginning of a curve to the left with a radius of 1160.00 feet,

Thence Northwesterly, along said curve and east monumented right-of-way line of Raider Road (Bell Street), an arc distance of 635.52 feet with a chord of N. 16° 08' 56" W., 627.60 feet to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the end of said curve;

Thence N. 31° 50' 31" W., 787.80 feet along the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the beginning of a curve to the right with a radius of 1160.00 feet;

Thence Northwesterly, an arc distance of 568.51 feet with a chord of N. 16° 08' 39" W., 562.84 feet along said curve and the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod, found at the end of said curve;

Thence N. 00° 24' 45" W., 186.71 feet along the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod, found at the most westerly northwest corner of this tract of land;

Thence S. 89° 44' 47" E., 1996.95 feet along the south right-of-way line of Attebury Drive as dedicated by Hollywood South Unit No. 2, an addition to the City of Amarillo, Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 782, Page 303 of the Deed Records of Randall County, Texas to a 1/2 inch iron rod, found at a jog in the north line of this tract of land;

Thence N. 00° 16' 33" W., 1607.90 feet along the east right-of-way line of Valleyview Drive, as dedicated by said Hollywood South Unit No. 2 to a TxDot Right-of-Way Monument with an aluminum cap, found at the most northerly northwest corner of this tract of land;

Thence N. 87° 12' 15" E., 3225.25 along the south right-of-way line of Hollywood Road (Loop 335) as described in that certain instrument recorded under Clerk's File No. 2013021946 of the Official Public Records of Randall County, Texas to a TxDot Right-of-Way Monument with an aluminum cap, found at the most northerly northeast corner of this tract of land;

Thence S. 48° 20' 55" E., 107.10 feet along a cut-off corner of the south right-of-way line of said Hollywood Road (Loop 335) to a TxDot Right-of-Way Monument with an aluminum cap, found at a jog in the north line of this tract of land;

Thence S. 85° 38' 44" E., 40.13 feet to the east line of said Section 3 and the most easterly northeast corner of this tract of land;

Thence S. 00° 12' 47" E., 5255.92 feet to the southeast corner of said Section 3 and of this tract of land, from whence a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found in reference, bears N. 38° 41' 13" W., 64.29 feet;

Thence N. 89° 44' 14" W., 1018.83 feet along the south line of said Section 3 to a jog in the south line of this tract of land;

Thence N. 00° 07' 52" W., at 50.00 feet pass a 2-1/2 inch steel fence post, found at the southeast corner of a 11.43 acre tract of land known as Sundown Elementary School (deed not found), a total distance of 990.05 feet to a 1/2 inch iron rod, found at a jog in the south line of this tract of land and same being the northeast corner of said 11.43 acre tract of land;

Thence N. 89° 42' 16" W., 530.00 feet to a 1/2 inch iron rod, found at a jog in the south line of this tract of land and same being the northwest corner of said 11.43 acre tract of land;

Thence S. 00° 07' 52" E., at 940.36 feet pass a 1/2 inch iron rod with cap stamped "HBD", found at the southwest corner of said 11.43 acre tract of land, a total distance of 990.36 feet to the south line of said Section 3 and a jog in the south line of this tract of land;

Thence N. 89° 44' 14" W., 3041.10 feet along the south line of said Section 3 to the POINT OF BEGINNING;

SAVE AND EXCEPT a 3.18 acre tract of land and a 13.00 acre tract of land, both described in EXHIBIT "B" to the Petition Requesting Establishment of Public Improvement District.

EXHIBIT "B"

Real Property Owned by Canyon Independent School District

TRACT ONE:

A 3.18 acre tract of land being a portion of a tract of land described in that certain instrument recorded in Volume 662, Page 143 of the Deed Records of Randall County, Texas, all out of Section 3, Block 9, B.S. & F. Survey, Randall County, Texas as surveyed on the ground by Robert Keys and Associates on the 3rd day of March, 2015 and said tract of land being further described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the northwest corner of this tract of land, from whence a 1/2 inch iron rod, found at the southwest corner of Hollywood South Unit No. 2, an addition to the City of Amarillo, according to the recorded map or plat thereof, of record in Volume 782, Page 303 of the Deed Records of Randall County, Texas, bears N. 89° 44' 59" W., 937.88 feet;

Thence S. 89° 44' 59" E., (Directional Control GPS Observation WGS-84), 338.80 feet along the south right-of-way line of Attebury Drive as dedicated by said Hollywood South Unit No. 2 to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the northeast of this tract of land, from whence a 1/2 inch iron rod, found at the southeast corner of said Hollywood South Unit No. 2, bears S. 89° 44' 59" E., 781.34 feet;

Thence S. 00° 15' 01" W., 408.86 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the southeast corner of this tract of land;

Thence N. 89° 44' 59" W., 338.80 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the southwest corner of this tract of land;

Thence N. 00° 15' 01" E., 408.86 feet to the POINT OF BEGINNING.

TRACT TWO:

A 13.00 acre tract of land being a portion of a 553.79 acre tract of land as described in that certain Warranty Deed recorded in Volume 622, Page 143 of the Deed Records of Randall County, Texas, all situated in Section 3, Block 9, B.S. & F. Survey, Randall County, Texas, as determined from previous surveys by Robert Keys and Associates from the 24th day of April, 2014 to this 14th day of April, 2016, and said tract of land being further described by metes and bounds as follows:

Commencing at the southeast corner of said Section 3;

Thence N. 00°16'49" W., 50.00 feet along the east line of said Section 3;

Thence N. 89°44'14" W., (Directional Control GPS Observation WGS-84), at 46.11 feet pass a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found at the southeast corner of said 553.79 acre tract of land, a total distance of 824.87 feet along the south line of said 553.79 acre tract of land and the north right-of-way line of Sundown Lane (dedication unknown) to the most southerly southeast and BEGINNING CORNER of this tract of land;

Thence N. 89°44'14" W., 200.00 feet, along the south line of said 553.79 acre tract of land to a 2-1/2 inch steel fence corner post, found at an angle point of this tract of land, from whence the southeast corner of a 12.043 acre tract of land described in that certain Correction Deed recorded in Volume 616, Page 501 of the Deed Records of Randall County, Texas bears S. 00°07'52" E., 50.00 feet;

Thence N. 00°07'52" W., 940.05 feet to a 1/2 inch iron rod, found at the northeast corner of said 12.043 acre tract of land;

Thence N. 89°42'16" W., 530.00 feet to a 1/2 inch iron rod, found at the northwest corner of said 12.043 acre tract of land;

Thence S. 00°07'52" E., 940.36 feet along the west line of said 12.043 acre tract of land to a 1/2 inch iron rod with a cap stamped "HBD", found at an angle point of this tract of land, from whence the southwest corner of said 12.043 acre tract of land bears S. 00°07'52" E., 50.00 feet;

Thence N. 89°44'14" W., 120.00 feet along the south line of said 553.79 acre tract of land to the southwest corner of this tract of land, from whence a 1/2 inch iron rod with a cap stamped "HBD", found at the intersection of the north right-of-way line of said Sundown Lane and the east right-of-way line of Bell Street as monumented on the ground bears N. 89°44'14" W., 2921.38 feet;

Thence N. 00°07'52" W., at 10.00 feet pass a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set in reference, a total distance of 1101.32 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the northwest corner of this tract of land;

Thence N. 89°51'59" E., 219.99 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the beginning of a curve to the right having a radius of 1030.00 feet;

Thence Southeasterly, along said curve, an arc distance of 541.71 feet with a chord of S. 75°04'00" E., 535.49 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the end of said curve;

Thence S. 60°00'00" E., 238.21 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the beginning of a curve to the left having a radius of 970.00 feet;

Thence Southeasterly, along said curve, an arc distance of 511.50 feet with a chord of S. 75°06'23" E., 505.59 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507" set at the end of said curve;

Thence N. $89^{\circ}47'13''$ E., at 176.28 feet pass a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set, a total distance of 196.28 feet to the northeast corner of this tract of land, from whence a 5/8 inch iron rod with an aluminum cap stamped "TEXAS DEPARTMENT OF TRANSPORTATION ROW MONUMENT", found at the south right-of-way line of Loop Highway No. 335 as described in Special Warranty Deed recorded under Clerk's File No. 2013021946 of the Official Public Records of Randall County, Texas, and the west right-of-way line of Western Street (dedication unknown) and same being the east line of said 553.79 acre tract of land, bears N. $00^{\circ}12'47''$ W., 4485.78 feet;

Thence S. $00^{\circ}12'47''$ E., 60.00 feet along the east line of said 553.79 acre tract of land and the west right-of-way line of said Western Street to the most easterly southeast corner of this tract of land;

Thence S. $89^{\circ}47'13''$ W., at 20.00 feet pass a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set in reference, a total distance of 196.28 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the beginning of a curve to the right having a radius of 1030.00 feet;

Thence Northwesterly, along said curve, an arc distance of 390.71 feet with a chord of N. $79^{\circ}20'45''$ W., 388.38 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at the end of said curve;

Thence S. $00^{\circ}07'52''$ E., 551.77 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at an angle point of this tract of land;

Thence N. $89^{\circ}44'14''$ W., 200.00 feet to a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set at an angle point of this tract of land;

Thence S. $00^{\circ}07'52''$ E., at 169.64 pass a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", set in reference, a total distance of 179.64 feet to the POINT OF BEGINNING.

EXHIBIT “C”

Pinnacle Master Plan

Exhibit "C"

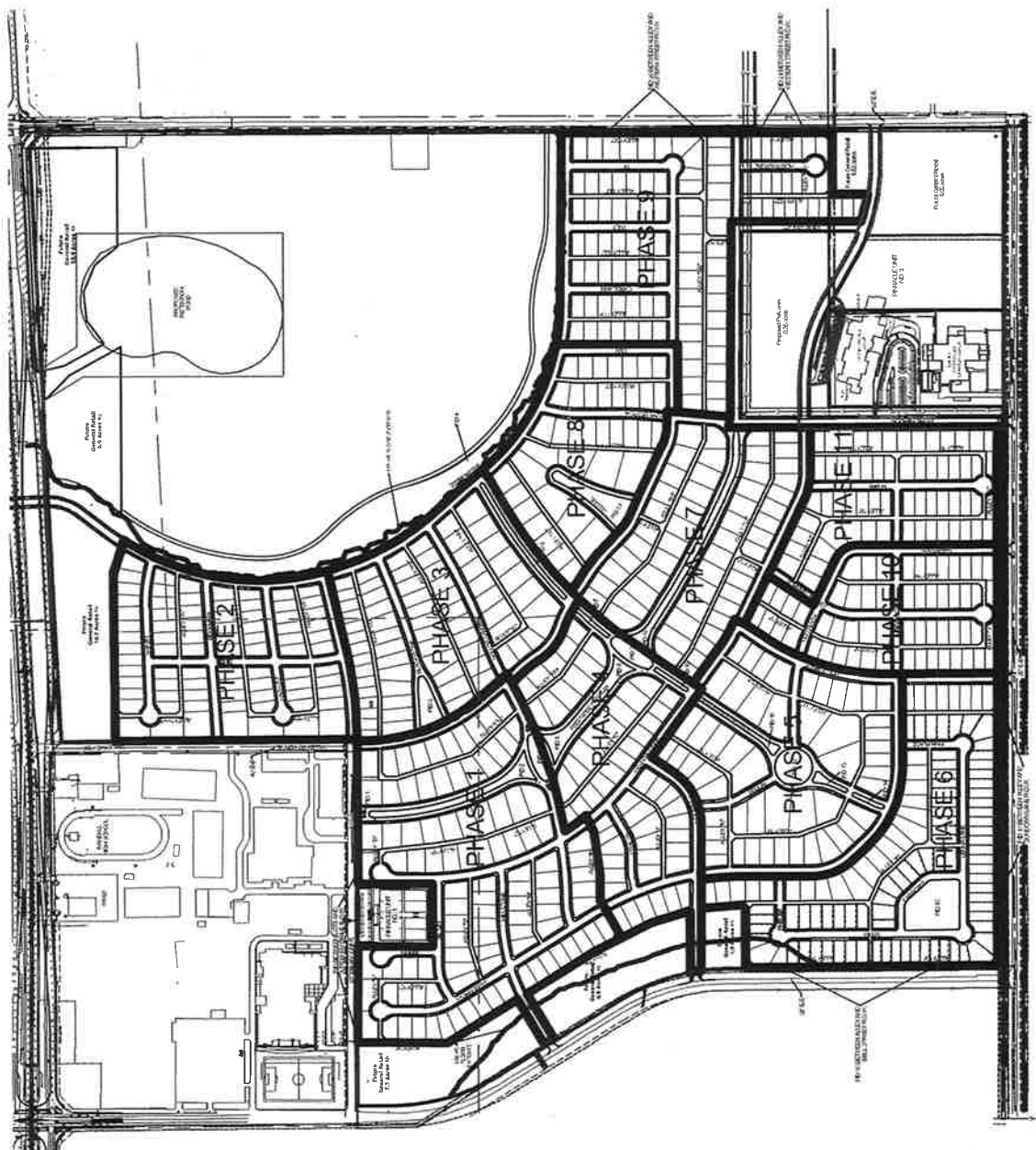


EXHIBIT “D”

Cost Projection Spreadsheet

Pinnacle
P.I.D. Cost Projections
By Phase 6/1/2017

Exhibit "D"

Detail of PID Improvements by phase	Est. Date	Park Units Sq. ft.	Wall Units Face Ft.	Entrance Features	Unit Cost	Capital Improvement Cost by phase	Cumulative Cost all phases	Annual Maintenance	Annual Assessment	Cumulative Maintenance	Cumulative Assessment	Surplus
Phase 1:												
Attebury Drive ROW Landscapes	09/2017	14,700			\$4.90	\$72,030		\$4,410				
Attebury Drive Screen Wall	09/2017		7,670		\$16.50	\$126,555		\$5,000				
Rockledge Parkway Main Entrance	09/2017			1	\$30,000	\$30,000		\$2,000				
Rockledge Parkway (part 1)	09/2017	59,900			\$7.56	\$452,068		\$17,940				
Total Phase 1:						\$680,673	\$680,673	\$23,350	\$60,266	\$23,350	\$60,266	\$30,916.00
Phase 2 or 3: (depending on TxDOT timing of loop)												
Blackstone Park	03/2019	26,700			\$2.68	\$71,797		\$9,037				
Cresthaven Parkway (part 1)	03/2019	17,000			\$4.50	\$76,500		\$5,100				
Stonewater Park (part 1)	05/2019	75,000			\$2.75	\$206,250		\$7,500				
Valley View entrance feature	03/2019			1	\$30,000	\$30,000		\$5,000				
Total Phase 2 or 3:						\$384,547	\$1,065,220	\$25,637	\$39,761	\$54,387	\$99,027	\$44,039.00
Phase 2 or 3: (depending on TxDOT timing of loop)												
Valleyview Drive ROW Landscapes	03/2021	13,000			\$4.90	\$63,700		\$3,900				
Valleyview Drive Screen Wall	03/2021		6,500		\$16.50	\$107,250		\$2,000				
Stonewater Park (part 2)		75,000			\$2.75	\$206,250		\$7,500				
Rockrose Drive Entrance Feature	03/2021			1	\$30,000	\$30,000		\$5,000				
Total Phase 3:						\$407,200	\$1,472,420	\$15,400	\$37,315	\$73,387	\$135,342	\$62,955.20
Phase 4:												
Rockledge Parkway (part 2)	03/2023	43,918			\$7.66	\$337,020		\$13,175				
Cresthaven Parkway (part 2)	03/2023	23,863			\$4.50	\$107,364		\$7,159				
Total Phase 4:						\$439,404	\$1,911,824	\$20,334	\$53,817	\$93,721	\$170,160	\$78,430.10
Phase 5:												
Cresthaven Parkway (part 3)	03/2025	19,000			\$4.50	\$85,500		\$5,700				
Cresthaven Park	03/2025	31,415			\$2.67	\$83,870		\$9,425				
Total Phase 5:						\$169,378	\$2,081,202	\$15,125	\$43,307	\$109,846	\$213,467	\$104,920.75
Phase 6:												
Crescent Park	03/2027	71,238			\$2.67	\$190,205		\$21,371				
Bell Street ROW Landscapes	03/2027	12,000			\$4.90	\$58,800		\$3,600				
Bell Street Screen Wall	03/2027		6,775		\$16.44	\$111,261		\$2,000				
Sundown Lane ROW Landscapes (part 1)	03/2027	10,000			\$4.90	\$49,000		\$3,000				
Sundown Lane Screen Wall (part 1)	03/2027		8,775		\$16.44	\$144,261		\$2,000				
Total Phase 6:						\$506,527	\$2,587,729	\$31,971	\$36,337	\$140,817	\$249,803	\$109,985.90
Phase 7:												
Rockledge Parkway (part 3)	03/2029	48,000			\$7.66	\$367,680		\$13,600				
Total Phase 7:						\$367,680	\$3,015,409	\$13,800	\$37,404	\$154,617	\$287,207	\$132,889.75
Phase 8:												
Stonewater Park (part 3)	03/2031	75,000			\$2.75	\$206,250		\$7,500				
Alcove Park	03/2031	26,497			\$2.67	\$70,747		\$7,849				
Total Phase 8:						\$276,997	\$2,292,406	\$15,449	\$31,385	\$170,066	\$318,592	\$168,925.35
Phase 9:												
Western Street ROW Landscapes	03/2033	31,331			\$4.90	\$153,522		\$9,399				
Stonewater Park (part 4)		75,000			\$2.75	\$206,250		\$7,500				
Western Street Screen Wall	03/2033		5,740		\$16.44	\$94,366		\$2,000				
Rockledge Parkway entrance from Western				1	\$30,000	\$30,000		\$250				
Total Phase 9:						\$544,138	\$3,836,524	\$19,149	\$50,444	\$189,216	\$389,035	\$179,819.75
Phase 10:												
Sundown Lane ROW Landscapes (part 2)	03/2032	10,000			\$4.90	\$49,000		\$3,000				
Sundown Lane Screen Wall (part 2)	03/2032		3,250		\$16.44	\$53,430		\$2,000				
Total Phase 10:						\$102,430	\$3,939,054	\$5,000	\$21,678	\$194,210	\$390,913	\$198,697.60
Phase 11:												
Sundown Lane ROW Landscapes (part 3)	03/2035	10,000			\$4.90	\$49,000		\$3,000				
Sundown Lane Screen Wall (part 3)	03/2035		3,250		\$16.44	\$53,430		\$2,000				
Stonewater Parkway Entrance Feature	03/2035			1	\$100,000.00	\$100,000		\$10,000				
Total Phase 11:						\$202,430	\$4,141,484	\$15,000	\$39,893	\$209,216	\$429,767	\$220,951.00
Totals all phases		766,552	43,960	5		\$4,141,484		\$209,216	\$429,767			

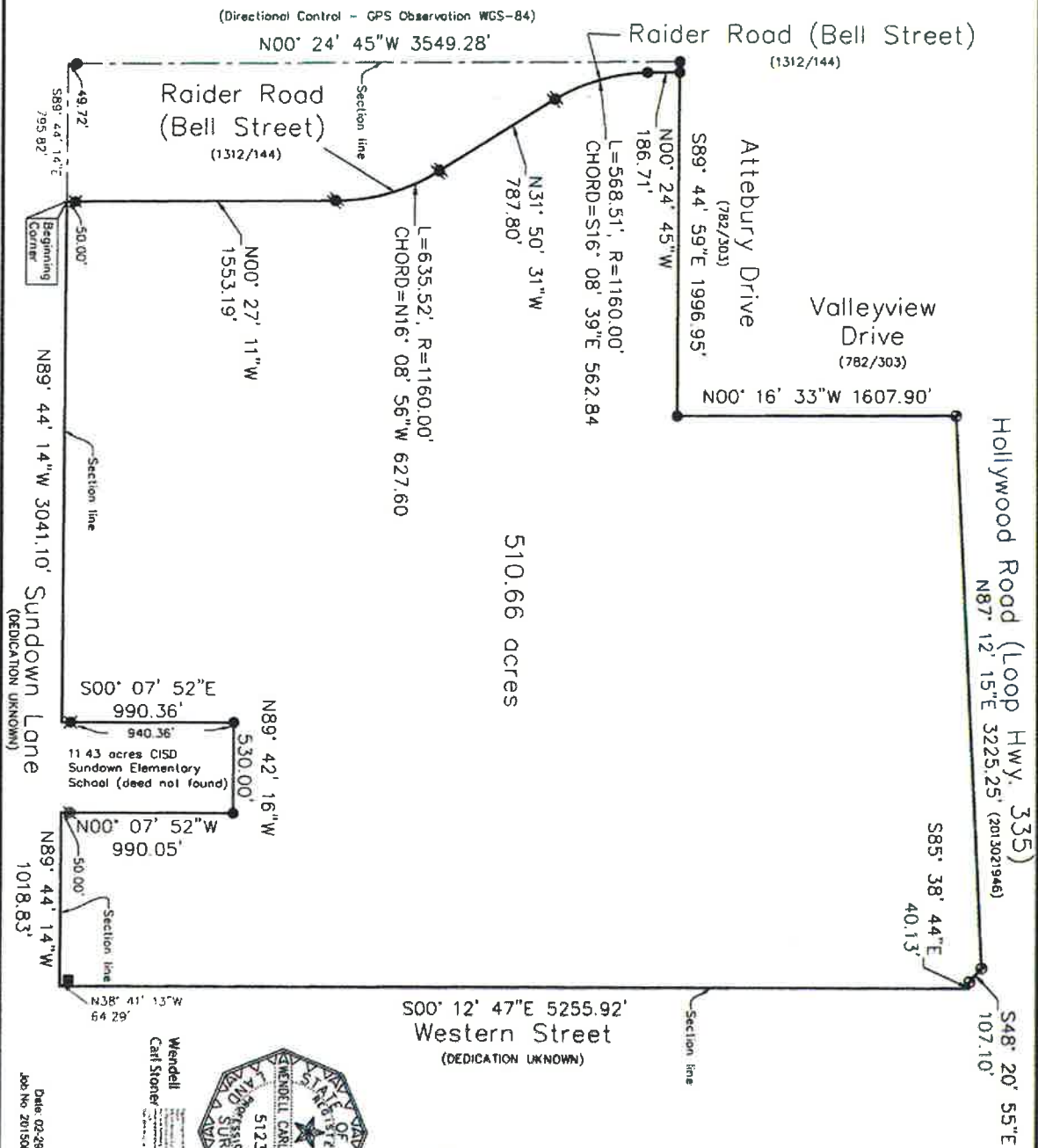
Exhibit "D"

Assessments by Phase	Est. Date	Lot Sq. Ft.	Assessment based on .05	Assessment based on .06	Assessment based on .07
1	09/2017	1,205,320	\$60,266	\$72,319	\$84,372
2	03/2019	775,219	\$38,761	\$46,513	\$54,265
3	03/2021	746,305	\$37,315	\$44,778	\$52,241
4	03/2023	676,344	\$33,817	\$40,581	\$47,344
5	03/2025	866,143	\$43,307	\$51,969	\$60,630
6	03/2027	726,731	\$36,337	\$43,604	\$50,871
7	03/2029	748,077	\$37,404	\$44,885	\$52,365
8	03/2030	627,694	\$31,385	\$37,662	\$43,939
9	03/2031	1,008,874	\$50,444	\$60,532	\$70,621
10	03/2032	437,557	\$21,878	\$26,253	\$30,629
11	03/2033	777,069	\$38,853	\$46,624	\$54,395
total		8,595,333	\$429,767	\$515,720	\$601,673

EXHIBIT “E”

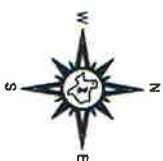
Map of Boundaries of PID

Exhibit "E"



Wendell
Carl Stoner

Pinnacle PID
Sited in
Section 3, Block 9, B.S. & F. Survey,
Amarillo, Randall County, Texas



- LEGEND:**
- = 3/8" iron rod w/rip stamped "KEYS R.P.L.S. 2507" (real)
 - = 1/2" iron rod w/rip stamped "HBD" (found)
 - = 1/2" iron rod (found)
 - = TxDot monument aluminum cap (found)
 - = 2-1/2 inch steel fence post (found)
 - = 12" iron rod w/rip stamped "GREENHAM P.L.S. (found)
- P.U.E.**
- = Public utility assessment
- = Instrument recording in County Clerk's Office

Date: 02-28-2016
Job No: 2015060403



(806)352-1762 Email: ke@keysurveying.com
4423 S.W. 45th Avenue, Amarillo, Texas 79109-5405
Firm No. 10034400 www.keysurveying.com

EXHIBIT “F”

Potential Services

1. Turf maintenance, which includes mowing, edging, trimming, and application of herbicides as required.
2. Horticultural maintenance.
3. Irrigation maintenance and management of seasonal watering schedules.
4. Seasonal planting in applicable areas.
5. Tree care, which includes tree fertilization, pruning, and insect disease control.
6. Water and electricity.
7. Ground lighting maintenance.
8. Supplementary security service.
9. Other services incidental to the maintenance of landscaping.
10. Special fencing, maintenance, and repair in and along entry ways, parks, and open spaces.
11. Maintenance of the Capital Improvements.

EXHIBIT “G”

Information Regarding Owners and Property

1. Owners’ Addresses:

- a. Attebury Elevators, LLC
3905 Bell St., Ste. B
Amarillo, TX 79109
- b. Canyon Independent School District
508 16th Street
Canyon, TX 79105

2. Description of Real Property

- a. The property owned by Attebury Elevators, LLC is described in EXHIBIT “A”.
- b. The property owed by Canyon Independent School District is described in EXHIBIT “B”.

3. Tax Account Numbers

- a. The tax account number for the property owned by Attebury Elevators, LLC is R-370-0030-0001.0.
- b. The tax account number for the property owned by Canyon Independent School District is R-061-8990-0001.0.

4. Taxable Appraised Value

- a. The current taxable appraised value of the property owned by Attebury Elevators, LLC (based on a qualified open space land valuation) is \$23,908.00.
- b. The current taxable appraised value of the property owned by Canyon Independent School District (taking into account all exemptions) is \$0.00.

EXHIBIT “H”

Pinnacle Master Declaration

PINNACLE MASTER DECLARATION

(Dated _____, 2017)

This Master Declaration for the Pinnacle Subdivision is made by Rockrose Development, LLC, a Texas limited liability company.

RECITALS

A. Declarant is in the process of developing the real property described in Exhibit "A" attached hereto and incorporated herein.

B. Declarant desires to create a procedure and an entity to perform the functions provided in this Master Declaration.

C. **IMPORTANT NOTICE:** EACH OWNER OF A LOT WITHIN THE PINNACLE SUBDIVISION IS AUTOMATICALLY A MEMBER OF THE PINNACLE MASTER ASSOCIATION, INC., WHICH IS GOVERNED BY THE BYLAWS OF PINNACLE MASTER ASSOCIATION, INC. AS A MEMBER OF THE PINNACLE MASTER ASSOCIATION AND AS AN OWNER OF PROPERTY WITHIN THE SUBDIVISION, EACH OWNER IS OBLIGATED TO PAY ASSOCIATION ASSESSMENTS LEVIED BY THE PINNACLE MASTER ASSOCIATION, INC. AS SET FORTH IN ARTICLE 3 HEREIN.

D. **IMPORTANT NOTICE:** IN ADDITION, ALL PROPERTY WITHIN THE PINNACLE SUBDIVISION IS LOCATED IN A PUBLIC IMPROVEMENT DISTRICT AUTHORIZED BY THE CITY OF AMARILLO IN RESOLUTION NO. _____. **THE PUBLIC IMPROVEMENT DISTRICT IS SEPARATE AND APART FROM THE PINNACLE MASTER ASSOCIATION.** THE PUBLIC IMPROVEMENT DISTRICT WAS CREATED AND IS AUTHORIZED BY THE CITY OF AMARILLO TO CONSTRUCT, INSTALL, AND MAINTAIN ENHANCED PUBLIC IMPROVEMENTS WITHIN THE SUBDIVISION, WHICH ARE IN ADDITION TO THE PUBLIC IMPROVEMENTS AND SERVICES THAT NORMALLY WOULD BE PROVIDED BY THE CITY. THE COSTS OF THE ENHANCED PUBLIC IMPROVEMENTS WILL BE PAID FROM PID ASSESSMENTS LEVIED BY THE CITY AGAINST LOTS LOCATED IN THE PUBLIC IMPROVEMENT DISTRICT. **THE PID ASSESSMENTS ARE SEPARATE FROM AND IN ADDITION TO THE ASSOCIATION ASSESSMENTS THAT ARE PAYABLE TO THE PINNACLE MASTER ASSOCIATION, INC.** UNTIL CHANGED BY THE CITY OF AMARILLO, THE PID ASSESSMENT FOR THE PUBLIC IMPROVEMENT DISTRICT WILL BE BASED UPON THE NUMBER OF SQUARE FEET IN A LOT. AN OWNER OF A LOT MAY NOT AVOID PAYMENT OF THE PID ASSESSMENTS FOR THE PUBLIC IMPROVEMENT DISTRICT.

E. **LIEN DISCLOSURE:** EACH LOT IS SUBJECT TO THE ASSESSMENT LIEN DESCRIBED IN ARTICLE 3.

F. **NOTICE OF STATUTE:** EACH OWNER OF A LOT IS ADVISED THAT SECTION 202.004 OF THE TEXAS PROPERTY CODE AUTHORIZES COURTS TO ASSESS CIVIL

DAMAGES FOR THE VIOLATION OF RESTRICTIVE COVENANTS IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH DAY OF THE VIOLATION.

G. IMPORTANT NOTICE: THE RECORDING OF THIS DOCUMENT IN THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS, SERVES AS CONSTRUCTIVE NOTICE TO ALL PERSONS THAT THE SUBDIVISION IS SUBJECT TO THE TERMS OF THE ASSOCIATION DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, THIS PINNACLE MASTER DECLARATION, THE BYLAWS OF PINNACLE MASTER ASSOCIATION, INC., AND ANY DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING THE PROPERTY. ALL PERSONS ARE CONSIDERED TO HAVE NOTICE OF THE CONTENTS CONTAINED IN SUCH DOCUMENTS REGARDLESS OF WHETHER SUCH PERSONS HAVE EXAMINED SUCH DOCUMENTS. **IF YOU DO NOT UNDERSTAND THE EFFECT OF THE CONTENTS OF SUCH DOCUMENTS, CONSULT AN ATTORNEY BEFORE PURCHASING ANY PROPERTY INCLUDED IN THE SUBDIVISION.**

H. Attebury Elevators, LLC, a Texas limited liability company (“Attebury”) is the owner of all of the Property, with the exception of a portion of the Property that is owned by Canyon Independent School District and a portion of the Property that Attebury recently conveyed to Declarant. Collectively, Attebury, Declarant, and Canyon Independent School District own all of the Property.

I. A portion of the Property owned by Canyon Independent School District has been platted as Pinnacle Unit No. 1, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk’s File No. 2015009533, Official Public Records, Randall County, Texas. The remainder of the Property owned by Canyon Independent School District has been platted as a portion of Pinnacle Unit No. 2, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk’s File No. 2016015172, Official Public Records, Randall County, Texas. A portion of Pinnacle Unit No. 2 is not included within the Property.

J. The portion of the Property owned by Declarant has been platted as Pinnacle Unit No. _____, an addition to the City of Amarillo, out of Section 3, Block 9, B. S. & F. Survey, Randall County, Texas, according to the map or plat thereof, recorded under Clerk’s File No. _____, Official Public Records, Randall County, Texas.

K. Attebury intends, but is not obligated, to convey the remainder of its interest in the Property to Declarant in phases, and Declarant intends, but is not obligated, to plat and develop the Property in phases.

L. All portions of the Property that are platted shall be subject to the covenants, conditions, liens, charges, and restrictions contained in this Master Declaration.

DECLARATION

A. Now, therefore, the above Recitals are adopted and the covenants, conditions,

liens, charges, and restrictions contained in this Master Declaration are adopted, established, and imposed upon the Subdivision. The Subdivision will be held, owned, leased, transferred, sold, conveyed, used, and occupied subject to such covenants, conditions, liens, charges, and restrictions. All Owners and other occupants of any Lot agree that the Subdivision is subject to the covenants, conditions, liens, charges, and restrictions contained in this Master Declaration.

B. The covenants, conditions, liens, charges, and restrictions contained in this Master Declaration (i) are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners, and (ii) run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

C. Each Owner and occupant of a Lot agrees to comply with the Association Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

D. Notwithstanding any contrary provision in the Association Documents, the Declarant reserves the right, during the Development Period, to facilitate the development, construction, and marketing of the Subdivision, and to direct the size, shape, and composition of the Subdivision. These rights are in addition to all other rights afforded to Declarant by the Association Documents, and take precedence over any conflicting provision in the Association Documents.

E. The Association is established by the filing of a certificate of formation and is governed by the Association Documents. The Association has the powers of a nonprofit corporation and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Association Documents.

Article 1. DEFINITIONS

The use of any of the following defined terms in their capitalized form will have the meaning designated below, while the use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning:

- (a) **“Affiliate”** means (i) any Person owned or controlled by Developer or by any shareholder of Developer, and (ii) any Person owned or controlled by the Land Owner or by any shareholder, partner, or owner of the Land Owner.
- (b) **“Annual Membership Dues”** has the meaning set forth in Section 3.7.
- (c) **“Association”** means the Pinnacle Master Association, Inc., a Texas nonprofit corporation.
- (d) **“Association Assessments”** has the meaning set forth in Section 3.2.
- (e) **“Association Documents”** means this Master Declaration, the Restrictions, the Certificate of Formation of the Association, the Bylaws, any resolutions adopted

by the Association, and any rules adopted by the Board.

- (f) **“Board”** means the Board of Directors of the Association.
- (g) **“Bylaws”** means the Bylaws of Pinnacle Master Association, Inc.
- (h) **“City”** means the City of Amarillo, Texas.
- (i) **“Common Areas”** means the areas designated as “Common Areas” on Plats of the Property.
- (j) **“Common Expenses”** means:
 - (1) all costs and expenses incurred by the Association to construct, install, provide, and/or maintain any services and/or improvements within the Common Areas that the Board deems to be appropriate and that are in addition to the Enhanced Public Improvements, including, but not limited to, items such as supplementary security service and the installation, operation, and maintenance of Christmas lighting in Common Areas; and
 - (2) all costs and expenses to hire, employ, retain, or contract with professional management companies or personnel as the Board deems appropriate to perform the day-to-day functions of the Association; and
 - (3) Association accounting and management fees; and
 - (4) all other costs and expenses, including, but not limited to, reasonable attorneys’ fees necessary to enforce the Association Documents and to manage, operate, and perform the duties and functions of the Board, any committees, and the Association set forth in the Association Documents and to establish a reasonable reserve fund as determined by the Board.
- (k) **“Declarant”** means Rockrose Development, LLC, a Texas limited liability company, and its successors and/or assigns to whom any of those rights and powers that are expressly reserved to Declarant in the Association Documents are conveyed or assigned in writing, whether in whole or in part, but excluding any Person merely purchasing one or more Lots from Declarant.
- (l) **“Default Rate of Interest”** means the lesser of (i) 18.0% per annum or (ii) the maximum allowable contract rate of interest under applicable law.
- (m) **“Developer”** means any Person who files any of the Plats in the Official Public Records of Randall County, Texas, including Declarant.
- (n) **“Development Period”** means the period beginning on the date of this Declaration and ending on the date when Declarant owns less than 5.0% of the

residential Lots and less than 5.0% of the land to be developed for residential use within the Property.

- (o) **“Director”** means a member of the Board of Directors.
- (p) **“Enhanced Public Improvements”** means the public improvements constructed, installed, and maintained by the PID in the Common Areas including but not limited to the following:
 - (1) planting grass, trees, shrubbery, ground cover, and other vegetation;
 - (2) turf maintenance, which includes fertilizing, mowing, edging, trimming, and application of herbicides, as required;
 - (3) horticultural maintenance;
 - (4) installation and maintenance of irrigation systems and management of seasonal watering;
 - (5) seasonal planting in Common Areas;
 - (6) tree care, which includes fertilization, pruning, and insect disease control;
 - (7) water and electricity;
 - (8) installation and maintenance of ground lighting;
 - (9) construction, repair, and maintenance of enhanced drainage areas, fences, brick walls, park benches, park lighting, architectural and landmark features;
 - (10) other services incidental to the installation and maintenance of landscaping; and
 - (11) installation, maintenance, and repair of special fencing.
- (q) **“Land Owner”** means Attebury Elevators, LLC, a Texas limited liability company.
- (r) **“Landscaped Areas”** mean the following described areas:
 - (1) all tracts designated as a “Common Area” on any Plat; and
 - (2) landscaped areas located in the unpaved public right-of-way of

Bell Street, Western Street, and Sundown Lane adjacent to the Property, as determined by Declarant at future times.

- (s) **“Lot”** means each Lot (each **“a Lot”** and collectively **“Lots”**) shown on the Plats, as amended from time to time, and improvements located on a Lot, except for the Common Areas. The definition of **“Lot”** expressly excludes any unplatted portions of the Property.
- (t) **“Majority Vote of the Members”** means, at the time a vote is taken, a vote of more than one half of the votes represented at a meeting at which a Quorum of Members is present, taking into consideration the number of votes attributable to Class A Members and Class B Members as set forth in Section 2.2.
- (u) **“Master Declaration”** means this **“Pinnacle Master Declaration”** and any amendments or modifications thereto filed in the Official Public Records of Randall County, Texas.
- (v) **“Member”** has the meaning set forth in Section 2.1.
- (w) **“Non-Member Owner”** has the meaning set forth in Section 2.1.
- (x) **“Notice of Unpaid Assessments”** has the meaning set forth in Section 3.14.
- (y) **“Owner”** means each Person who is a record owner of a fee simple interest in any Lot, but excluding (i) any Non-Member Owner and (ii) any Person who holds only a lien or interest in the Lot as security for the performance of any obligation.
- (z) **“Person”** means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.
- (aa) **“PID”** means the Pinnacle Public Improvement District authorized by the City in Resolution No. _____ adopted by the City Council on _____, 2017.
- (bb) **PID Assessments** has the meaning set forth in Section 3.1.
- (cc) **“Plats”** mean all Plats (each **“a Plat”** and collectively **“Plats”**) of real estate included in the PID recorded at any time in the Official Public Records of Randall County, Texas.
- (dd) **“Property”** means the real estate described in Exhibit “A” and all other real estate included in the PID.
- (ee) **“Quorum of Members”** has the meaning set forth in the Bylaws.
- (ff) **“Regular Assessments”** has the meaning set forth in Section 3.3.

- (gg) **“Resale Certificate”** has the meaning set forth in Section 3.6.
- (hh) **“Restrictions”** means all Declarations of Covenants, Conditions, and Restrictions placed on any portion of the Property at any time and any amendments or modifications thereto.
- (ii) **“Special Group Assessments”** has the meaning set forth in Section 3.4.
- (jj) **“Special Owner Assessments”** has the meaning set forth in Section 3.5.
- (kk) **“Subdivision”** means all portions of the Property covered by a Plat and any other property made subject to this Declaration.
- (ll) **“Streets”** means the streets dedicated on the Plats for motor vehicle use.
- (mm) **“Transfer Assessment”** has the meaning set forth in Section 3.6.
- (nn) **“Trustee”** has the meaning set forth in Section 3.16.

Other terms used in this Master Declaration are defined in various provisions hereof.

Article 2.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 **Membership.** Each Owner, including Developer so long as Developer is a record owner of a fee simple interest in any Lot, automatically is a member of the Association (**“Member”**), except for the following, each of which is considered a **“Non-Member Owner”**:

- (a) the City is not a Member unless it owns a Lot other than the Common Areas, Landscaped Areas, Streets, or public easements;
- (b) a public school district is not a Member unless it owns a Lot other than one that is used for public school purposes; and
- (c) a utility provider is not a Member unless it owns a Lot other than utility easements.

Membership in the Association is appurtenant to and cannot be separated from ownership of a Lot. Any transfer of fee simple title to any Lot automatically transfers membership in the Association to the new Owner. The word **“Owner”** as used in this Master Declaration does not include any Non-Member Owner.

2.2 **Classes of Members.** The Association will have two classes of voting Members:

- (a) **Class A. “Class A Members”** will be all Owners except Declarant. Class A Members will be entitled to one vote for each Lot owned by the Class A Member. If a Member owns a Lot plus a portion of an adjacent Lot,

the Member will only have one vote. If a Lot is owned by more than one Owner, each Owner is a Member; however, only one vote may be cast for each Lot. In the event more than one vote is cast per Lot, none of the votes cast for such Lot shall be counted. Any Owner who is not a natural person must designate to the Board in writing an individual who has the authority to represent such Owner in Association matters and to cast all votes of such Owner. An Owner may delegate its right to vote to any tenant occupying the Lot owned by such Owner provided such delegation is made in writing to the Board.

- (b) **Class B.** The sole “**Class B Member**” will be Declarant. The Class B Member will be entitled to three votes for each Lot owned by Declarant but the Class B Membership will cease and convert to a Class A Membership when the Development Period ends.

2.3 **No Cumulative Voting.** There will be no cumulative voting.

Article 3. ASSESSMENTS

3.1 **Covenants for PID Assessments.** The Owner of a Lot, by acceptance of a deed or other conveyance document (*whether or not any agreement to pay assessments is included in such deed or document*), will be deemed to covenant and agree to pay to the City, or its successors and/or assigns, all assessments pursuant to City of Amarillo Resolution No. _____ and Chapter 372 of the Texas Local Government Code as then in effect (the “**PID Assessments**”). In the event the PID is terminated or dissolved or if the PID fails to collect PID Assessments, collects inadequate PID Assessments, and/or fails to perform its duties pursuant to City of Amarillo Resolution No. _____ and Chapter 372 of the Texas Local Government Code as then in effect, the Association will have the authority and duty to continue the services of the PID, to perform the duties of the City as set forth in City of Amarillo Resolution No. _____ and Chapter 372 of the Texas Local Government Code, and to meet the obligations of indebtedness to Declarant for its hard costs, soft costs, costs of maintenance, and accrued interest, whether such costs are incurred by Developer while the PID is in effect or following the termination or dissolution of the PID. In such event, the Board shall levy PID Assessments and allocate them on the same basis as the City last allocated them, or if the City has not previously made such allocation, the allocation shall be established by the Board in an equitable manner.

3.2 **Covenants for Association Assessments.** The Owner of a Lot, by acceptance of a deed or other conveyance document (*whether or not any agreement to pay assessments is included in such deed or document*), will be deemed to covenant and agree to pay to the Association, or to any Person designated by the Association, all of the following assessments (collectively, the “**Association Assessments**”):

- (a) Regular Assessments as provided in Section 3.3;
- (b) Special Group Assessments as provided in Section 3.4;

- (c) Special Owner Assessments as provided in Section 3.5;
- (d) Transfer Assessment as provided in Section 3.6;
- (e) Annual Membership Dues as provided in Section 3.7;
- (f) Any fines levied against an Owner as provided in Section 3.8; and
- (g) PID Assessments as provided in Section 3.1, in the event the City fails to collect PID Assessments.

3.3 **Regular Assessments.** “Regular Assessments” will be determined, allocated, and expended for 12-month periods that coincide with the annual budget period of the PID, and each such 12-month period will constitute a fiscal year of the Association. If there is no annual PID budget period, the fiscal year of the Association will be a calendar year. Regular Assessments will be used to pay Common Expenses. Regular Assessments for each fiscal year of the Association will be set by the Board 30 days before the expiration of the preceding fiscal year or as soon thereafter as reasonably possible. Regular Assessments will be allocated among the Owners in the same manner and proportion as the costs and expenses of the PID are assessed by the City against the Owners. Should a surplus from Regular Assessments, other than necessary reserves, exist at the end of any fiscal year, the Board must reduce the next year’s Regular Assessments by an amount equal to such surplus. During the Development Period, Declarant shall be exempt from Regular Assessments.

3.4 **Special Group Assessments.** With the approval of a Majority Vote of the Members (*with the Class B Member, for such purpose, having only one vote for each Lot owned by the Class B Member*), the Board may levy at any time by written notice to Owners “**Special Group Assessments**” to pay any unanticipated expenses that normally would have been paid by Regular Assessments. Special Group Assessments will be allocated in the same manner as Regular Assessments. During the Development Period, Declarant shall be exempt from Special Group Assessments.

3.5 **Special Owner Assessments.** Subject to the notice requirements set forth in the Bylaws, the Board may levy “**Special Owner Assessments**” against an Owner to pay the costs and expenses:

- (a) to maintain improvements and landscaping on such Owner’s Lot if the Owner of the Lot fails to properly maintain the improvements and landscaping;
- (b) to repair and replace the Enhanced Public Improvements if they are damaged or destroyed, directly or indirectly, by the acts or omissions of an Owner or its agents, contractors, employees, occupants or visitors, as determined by the Board; and
- (c) of reasonable attorneys’ fees and court costs incurred to enforce the Association Documents and for the collection of the Association

Assessments.

3.6 **Transfer Assessment.** Each Owner—except Declarant—must pay or cause to be paid to the Association a “**Transfer Assessment**” each time title to a Lot is transferred. If title to a Lot is transferred because of a foreclosure, the Transfer Assessment must be paid by either the lender foreclosing on a Lot or the buyer at the foreclosure sale. Upon receipt of the Transfer Assessment, the Association or its designee will issue a “**Resale Certificate**”. Until changed by the Board, the Transfer Assessment is \$50.00 and the Association’s fee for preparing the Resale Certificate is \$250.00. The buyer of a Lot must furnish the Association with the owner information required in Section 5.10.

3.7 **Annual Membership Dues.** Until changed by the Board, “**Annual Membership Dues**” will be \$120.00 per Lot. When a Lot is purchased from Declarant, the Annual Membership Dues will be prorated and collected as of the date of the sale for the remainder of the calendar year. Thereafter, Annual Membership Dues will be due and payable as provided in Section 3.9. If a Member owns a Lot plus a portion of an adjacent Lot, the Member will owe the full amount of the Annual Membership Dues on the whole Lot and the prorated portion of the Annual Membership Dues on the partial Lot as determined by the Board. During the Development Period, Declarant shall be exempt from Annual Membership Dues.

3.8 **Fines.** The Board may levy reasonable fines against an Owner for a violation of the Association Documents.

3.9 **Due Date of Assessments.** Regular Assessments and Annual Membership Dues are payable within 30 days after an invoice is mailed to an Owner. The due date of Special Group Assessments, Special Owner Assessments, and fines will be fixed in the written notice levying such Assessment, but such due date will not be earlier than 15 days after the date of such notice. A Transfer Assessment is due before the deed conveying the Lot is filed in the Official Public Records of Randall County, Texas. PID Assessments are due on or before December 31 of each year. Each Owner, if requested by the holder of a deed of trust lien on the Lot owned by such Owner, must pay the Association Assessments and PID Assessments to such lienholder as a part of the escrow amounts included in monthly mortgage payments. The lienholder will be obligated to pay the Association Assessments and PID Assessments to the extent it has funds in escrow for such purpose.

3.10 **Alternative Payment Schedule.** Upon request by a delinquent Owner, the Board shall provide such delinquent Owner with an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent Association Assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest. Owners will be provided an alternative payment plan to repay the balance due in at least three equal monthly installments of principal, with interest accruing at the rate charged all delinquent owners, and reasonable costs associated with administering the payment plan. The Board shall not be required to (1) provide a payment plan for any amount that extends more than 18 months from the date of the Owner’s request for a payment plan; (2) enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two years following the Owner’s default under the previous

payment plan; (3) make a payment plan available to an Owner after the period for cure described by Texas Property Code Section 209.0064(b)(3) expires; and/or (4) allow an Owner to enter into a payment plan more than once in any 12-month period.

3.11 Personal Obligation for Payment of Association Assessments. The Association Assessments are personal obligations of the Owner of each Lot. No Owner may exempt himself from liability for Association Assessments; provided, however, the Declarant is exempt from Assessments during the Development Period. If an Owner does not pay an Association Assessment in full when due, such Owner must pay a late fee of \$50.00 (or such other amount as set by the Board) plus interest on the unpaid Association Assessment from the due date until paid at the Default Rate of Interest together with all costs and expenses of collection incurred by the Association, including but not limited to reasonable attorneys' fees. A service charge in an amount established by the Board may be charged for each check for an Association Assessment that is returned unpaid. The Board may reject any partial payment of Association Assessments and demand full payment, or the Board may accept partial payment without waiving any rights to the remaining balance. In the event of any transfer of any ownership interest in a Lot, it will be the obligation of the transferring Owner to disclose the existence of all sums due and owing the Association to the transferee, the title company designated to handle such transaction, the financing entity, and any other party involved in the transaction. Such disclosure must be given before the date on which the transaction is to be consummated. At the same time, a copy of the disclosure must also be sent to the Association or its designee at the address reflected in the latest management certificate filed of record for the Association. Notwithstanding any agreement to the contrary, a transferring Owner remains personally liable for all sums that are due and owing to the Association at the time of a transfer and the transferee is also liable for such sums. In other words, the transferring Owner and the transferee Owner are jointly and severally liable to the Association for such sums. Further, the Assessment Lien provided for below will be unaffected by the transfer of any ownership interest in a Lot.

3.12 Assessment Lien. All future Association Assessments and all unpaid Association Assessments, together with interest from the due date until paid at the Default Rate of Interest and together with the costs and expenses of collection incurred by the Association, including but not limited to reasonable attorneys' fees and court costs, are secured by a continuing contractual lien (the "**Assessment Lien**") against the affected Lot. The Assessment Lien encumbers each Lot and is binding on the Owner thereof and the Owner's heirs, successors, devisees, personal representatives, and assigns. The Assessment Lien attaches to each Lot as of the date of this Master Declaration and on Lots included in future Plats as of the date future Plats are recorded in the Official Public Records of Randall County, Texas, and is superior to all liens other than:

- (a) the lien securing real estate taxes; and
- (b) the lien securing assessments to pay costs and expenses of the PID.

3.13 Disclosure. ALL LOTS ARE CONVEYED AND ACCEPTED BY THE OWNER THEREOF SUBJECT TO THE ASSESSMENT LIEN. THE ASSESSMENT LIEN ATTACHES TO ALL LOTS AND IS SUPERIOR TO ANY HOMESTEAD RIGHTS THAT MAY BE ASSERTED BY THE PURCHASERS OF LOTS.

3.14 Unpaid Association Assessments. To evidence unpaid Association Assessments, the Association may prepare a written notice of unpaid Association Assessments (“**Notice of Unpaid Assessments**”) setting forth:

- (a) the amount of the unpaid Association Assessments;
- (b) the amount of interest owed thereon computed at the Default Rate of Interest from the due date;
- (c) the amount of late fees owed to the Association;
- (d) the amount of costs and expenses of collection incurred by the Association, including but not limited to reasonable attorneys’ fees;
- (e) the name of the Owner of the affected Lot; and
- (f) a description of the affected Lot.

Such notice must be sent to the Owner of the affected Lot and recorded in the Official Public Records of Randall County, Texas. If a Notice of Unpaid Assessments is filed and the Owner of the affected Lot pays the delinquent Association Assessments according to the terms hereof, the Notice of Unpaid Assessments will have no further effect. The Association must record—at the affected Owner's expense—a release of any recorded Notice of Unpaid Assessments when the Association Assessments, interest, late fees, recording fee for the release, and all collection costs, including reasonable attorneys’ fees, have been paid in full.

3.15 Certificate of Assessment. Upon request by an Owner, the Association must furnish a certificate setting forth any unpaid Association Assessments owed by an Owner.

3.16 Enforcement. The Assessment Lien may be enforced by judicial foreclosure or by expedited foreclosure proceedings, pursuant to the provisions of Texas Property Code Section 209.0092 and Texas Rules of Civil Procedure Rules 735 and 736 (and any successor statutes), and each Owner hereby expressly grants the Association a power of sale in connection therewith. Expedited foreclosure is not required if the Owner of the Lot to be foreclosed agrees in writing to waive expedited foreclosure, and in such event the Assessment Lien may be enforced by non-judicial foreclosure through a public sale according to Section 51.002, Texas Property Code, as then amended, without the necessity of the Association first obtaining a court order under Texas Property Code Section 209.0092 and Texas Rules of Civil Procedure Rules 735 and 736. In addition, the Association may institute suit against the Owner of the affected Lot to obtain a judgment for all sums due and owing to the Association. The Association may purchase any Lot at foreclosure and may acquire, hold, lease, mortgage, convey, or otherwise deal with such Lot. For value received and to secure payment of the Association Assessments, Developer conveys the Lots to Todd W. Boykin, Trustee, whose address is Burdett, Morgan, Williamson & Boykin, LLP, Attn: Todd W. Boykin, 701 S. Taylor, Suite 440, LB 103, Amarillo, Texas 79101, and to his successors (“**Trustee**”), in trust, and Developer warrants and agrees to defend title to the

Lots by, through, and under Developer, but not otherwise.

3.17 Notice and Opportunity to Cure for Certain Other Lienholders. The Association may not foreclose its Assessment Lien unless it has first: (1) provided written notice by certified mail, return receipt requested, of the total amount of the delinquency to any other holder of a lien that is inferior or subordinate to the Association's lien and is evidence by a deed of trust that is recorded in the Official Public Records of Randall County, Texas; and (2) provided the recipient of the notice an opportunity to cure within sixty-one (61) days from the receipt of the notice.

3.18 Enforcement Rights. The Association has the following rights to enforce payment of Association Assessments after obtaining a court order under Texas Property Code Section 209.0092 and Texas Rules of Civil Procedure Rules 735 and 736 (unless the Owner of the Lot to be foreclosed agrees in writing to waive expedited foreclosure, in which case the court order shall not be necessary):

- (a) The Association may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
- (b) If an Owner defaults in payment of an Assessment and the default continues after the Association gives the Owner notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then the Association may:
 - (1) request Trustee to foreclose the lien, in which case, the Association or the Association's agent will give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and
 - (2) purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited on the Association Assessments.

3.19 Trustee's Duties. If requested by the Association to foreclose a lien, Trustee will:

- (a) either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended;
- (b) sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- (c) from the proceeds of the sale, pay, in this order:
 - (1) expenses of foreclosure, including a reasonable commission to Trustee;
 - (2) to the Association, the full amount of the Association Assessments, interest, late fees, attorneys' fees, and other charges due and

unpaid;

(3) any amounts required by law to be paid before payment to Owner; and

(4) to the Owner, any balance.

3.20 General Foreclosure Provisions.

- (a) If a Lot is sold under this Master Declaration, the Owner must immediately surrender possession to the purchaser. If the Owner fails to do so, the Owner will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- (b) Recitals in any Trustee's deed conveying the Lot will be presumed to be true.
- (c) Proceedings under this Master Declaration, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

3.21 Notice After Foreclosure Sale. After the Association conducts a foreclosure sale of an Owner's Lot, the Association, must send to the Owner and to each lienholder of record, not later than the thirtieth (30th) day after the date of the foreclosure sale, a written notice stating the date and time the sale occurred and informing the Lot Owner and each lienholder of record of the right of the Lot Owner and lienholder to redeem the property under Texas Property Code Section 209.011. The notice must be sent by certified mail, return receipt requested, to (1) the Lot Owner's last known mailing address, as reflected in the records of the Association; (2) the address of each holder of a lien on the Lot that is subject to foreclosure evidenced by the most recent deed of trust filed of record in the real property records of the county in which the property is located; and (3) the address of each transferee or assignee of a deed of trust described by the preceding subdivision (2) who has provided notice to the Association of such assignment or transfer. Notice provided by a transferee or assignee to the Association shall be in writing, shall contain the mailing address of the transferee or assignee, and shall be mailed by certified mail, return receipt requested, or United States mail with signature confirmation to the Association according to the mailing address of the Association pursuant to the most recent management certificate filed of record. If a recorded instrument does not include an address for the lienholder, the Association does not have a duty to notify the lienholder as provided by this section. For purposes of this section, the Lot Owner is deemed to have given approval for the Association to notify the lienholder. Not later than the thirtieth (30th) day after the date the Association sends the notice, the Association must file an affidavit in the Official Public Records of Randall County, Texas, stating the date on which the notice was sent and containing a legal description of the Lot. Any person is entitled to rely conclusively on the information contained in the recorded affidavit. The notice requirements of this section also apply to the sale of an Owner's Lot by a sheriff or constable conducted as provided by a judgment obtained by the Association.

3.22 Right of Redemption After Foreclosure Sale. The Owner of a Lot in the

Subdivision or a lienholder of record may redeem the property from any purchaser at a sale foreclosing the Association's Assessment Lien not later than the one hundred eightieth (180th) day after the date the Association mails written notice of the sale to the Owner and the lienholder under Texas Property Code Sections 209.010 and 209.011. A lienholder of record may not redeem the Lot as provided herein before ninety (90) days after the date the Association mails written notice of the sale to the Lot Owner and the lienholder, and only if the Lot Owner has not previously redeemed. A person who purchases a Lot at a sale foreclosing the Association's Assessment Lien may not transfer ownership of the Lot to a person other than a redeeming Lot Owner during the redemption period. The provisions set forth in Texas Property Code Section 209.011 shall govern the right of redemption.

Article 4.

ASSOCIATION BOARD OF DIRECTORS

4.1 Creation of Board. The Association will be governed by the Board elected by a Majority Vote of the Members. The size and composition of the Board, its method of election, and its duties and authorities will be as provided herein and in the Association Documents. The Board will exist and function solely for the benefit of the Property, the Association, and the Members.

4.2 Use of Association Assessment Funds. The Board will be responsible for setting, collecting, and disbursing Association Assessments. The Board has the authority to spend funds from Association Assessments for:

- (a) the payment of Common Expenses;
- (b) the employment of personnel, accountants, consultants, managers, or contractors to manage and operate the Association, but the Directors of the Association will not receive any compensation for serving in such capacity;
- (c) the purchase of a policy or policies of insurance insuring the Association and its Directors, officers, employees, and representatives against any liability incident to the management and operation of the Association;
- (d) the purchase of fidelity bonds as provided in Section 4.6(c);
- (e) the payment of general and administrative costs, including attorneys' fees, necessary for the management and operation of the Association or for the enforcement of the Association Documents;
- (f) the payment of costs incurred in the exercise and performance of the rights and obligations of the Association by its Directors, officers, employees, and representatives;
- (g) the payment of attorneys' fees and other costs for the enforcement of the terms hereof and the Restrictions; and

- (h) the payment of other reasonable expenses.

4.3 **Additional Authorities and Duties of the Board.** The Board has the following additional authorities and duties, including the right to spend funds from Association Assessments to pay the costs thereof:

- (a) to enter into agreements or contracts on behalf of the Association;
- (b) to borrow funds, secured by an assignment or pledge of Association Assessments if required, necessary for the management and operation of the Association;
- (c) to maintain one or more bank accounts in the name of the Association;
- (d) to sue or to defend in any court on behalf of the Association;
- (e) to make, or cause to be made, any tax returns, reports, or other filings on behalf of the Association;
- (f) to adjust the amount of, collect, and use insurance proceeds for the purposes for which they were intended and, if the insurance proceeds are insufficient, to provide full reimbursement through the imposition of Special Group Assessments or Special Owner Assessments, whichever is applicable;
- (g) to change the amount of the Transfer Assessment;
- (h) to change the amount of the Annual Membership Dues;
- (i) to enforce the Association Documents;
- (j) to levy reasonable fines against Owners for violations of the Association Documents;
- (k) to adopt and enforce reasonable rules governing the Subdivision so long as such rules do not conflict with any other provision of the Association Documents and/or any applicable federal, state or local law, ordinance, regulation, or rule;
- (l) to maintain books and records with respect to the business of the Association and with respect to the levy, collection, receipt, administration, expenditure, and disposition of Association Assessments and other funds of the Association according to sound accounting practices, and to permit any Owner to inspect and copy the same upon reasonable notice during normal business hours at an office of the

Association or Declarant; and

- (m) to perform such other duties and functions as are necessary to carry out the rights, duties, and obligations of the Association.

4.4 **Affiliated Contracts.** The Association may contract with any Owner, including without limitation Developer or an Affiliate, for performance of services which the Association is obligated or authorized to perform. All such contracts must be at competitive rates then prevailing for such services and upon other terms and conditions and for the consideration as the Board considers advisable and in the best interest of the Association provided the level of service received is consistent with that available from unrelated third parties.

4.5 **Liability Limitations.** No Owner or Director, officer, employee, or representative of the Association will be personally liable for the debts, obligations, or liabilities of the Association, regardless of how the debts, obligations, or liabilities are evidenced. The Directors, officers, employees, and representatives of the Association will not be liable for any act or omission (*even if such act or omission constitutes negligence*) unless the act or omission constitutes willful misconduct or bad faith and, to the extent not covered by insurance, the Association must indemnify such Directors, officers, employees, and representatives from and against all cost, expense, loss, or liability, including but not limited to reasonable attorneys' fees suffered or incurred by such persons as a direct or indirect result of their having served the Association in their respective capacities. The cost of the indemnity set forth above may be allocated among the Owners as Special Group Assessments or Special Owner Assessments, whichever is applicable. The right to indemnification set forth above will not be exclusive of any other rights to which a Director, officer, employee, or representative may be entitled at law or in equity.

4.6 **Insurance.** The Association may obtain and maintain:

- (a) liability insurance covering Directors, officers, employees, and representatives of the Association and the Enhanced Public Improvements in such coverages, amounts, and with such endorsements as the Board considers to be necessary and reasonable;
- (b) errors and omissions insurance for Directors, officers, employees, and representatives of the Association;
- (c) fidelity bonds for Directors, officers, employees, and representatives of the Association; and
- (d) casualty insurance on Enhanced Public Improvements.

All insurance policies must be issued by financially sound companies licensed to do business in Texas. The Association must use net insurance proceeds for the purpose the insurance was obtained, and any proceeds still remaining must be deposited by the Association in its reserve fund. Should insurance proceeds be insufficient to fully satisfy any loss or damage,

the Association may levy Special Group Assessments or Special Owner Assessments, whichever is applicable, to cover such deficiency.

Article 5. GENERAL PROVISIONS

5.1 Binding Effect and Duration. The provisions hereof run with title to all Lots, bind all Owners and occupants of all Lots, and inure to the benefit of and are enforceable by Developer, any Affiliate, the Association, and any Owner, and their respective heirs, executors, legal representatives, successors, and assigns, and will be effective for a period of 60 years from the date the Original Master Declaration is recorded in the Official Public Records of Randall County, Texas. This Master Declaration will thereafter extend automatically for successive periods of 10 years unless changed by an amendment or termination as provided in Section 5.3.

5.2 Interpretation. The provisions hereof must be liberally interpreted and, if necessary, be extended or enlarged by implication to effectuate the purpose and intent of this Master Declaration. The Board has the right to resolve all questions arising under or in connection with the Association Documents and the right to construe and interpret their provisions. Any determination, construction, or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that such action was an abuse of discretion, will be binding on the Owners. The provisions hereof must be given full force and effect notwithstanding the existence of any zoning ordinance, building codes, or other applicable regulations which are less restrictive. The effective date of this Master Declaration will be the date it is recorded in the Official Public Records of Randall County, Texas. The captions of each Article and Section hereof are inserted only for convenience and are not intended to be used to define, limit, extend, or otherwise modify the Article or Section to which they refer. This Master Declaration is construed under and according to the laws of the State of Texas.

5.3 Amendments. Subject to Section 5.4, this Master Declaration may be amended or terminated, in whole or in part, by a written agreement or by signed ballots voting for such of not less than sixty-seven percent (67%) of all of the Owners in the Subdivision. Such amendment must be approved by said Owners within sixty (60) days of the date the first Owner executes such amendment; otherwise, such amendment shall fail. Those Members entitled to cast not less than sixty-seven percent (67%) of all of the votes of the Association may also vote in writing to amend this Master Declaration, in person, or by proxy or absentee ballot if either or both of such voting methods are authorized by the Board, at a meeting of the Members duly called for such purpose. Any amendment shall become effective when an instrument is filed for record in the Randall County, Texas, Official Public Records, accompanied by a certificate, signed by the President or Secretary of the Board of Directors, stating that the required number of Members approved said amendment by written agreement or cast a written vote, in person or by proxy or absentee ballot, in favor of said amendment. Notwithstanding the foregoing, no amendment changing the definition of Non-Member Owner or Owner or which creates an obligation applicable to any public school district, and specifically of Canyon Independent School District, shall be effective without the express written consent of such public school district.

5.4 Written Approval of Amendment by Declarant. In addition to the requirements for an amendment or termination set forth in Section 5.3:

- (a) during the Development Period, no amendment or termination will be effective without the written approval of Declarant; and
- (b) until Plats of all of the Property have been recorded in the Official Public Records of Randall County, Texas, no amendment or termination will be effective without the written approval of the Land Owner.

Notwithstanding the foregoing, Declarant, without the joinder of any other party, may make minor changes or amendments to this Master Declaration to correct or clarify errors, omissions, mistakes, or ambiguities contained herein or to make changes required by any governmental agency. No amendment or termination will be effective until a written instrument setting forth the terms thereof has been executed by the parties whose approval is required as set forth above and has been recorded in the Official Public Records of Randall County, Texas.

5.5 Amendment to Comply with Changes to Texas Statutes. Notwithstanding anything to the contrary contained herein, the Board of Directors, in an open meeting for which prior notice was given to Members in accordance with the Bylaws, may, by a majority vote of the Directors represented at a Board meeting at which a quorum of Directors is present, amend this Master Declaration solely to bring it into compliance with any changes in Texas law that are required to be followed by the Association.

5.6 Enforcement. Developer, any Affiliate, the Association, and any Owner have the right, but not the obligation, to enforce the provisions hereof. Enforcement may be made by proceedings at law or in equity. The rights, powers, and remedies provided herein are cumulative, and the exercise by any party of any particular right, power, or remedy will not be deemed an election of remedies and will not preclude such party from resorting to other rights, powers, or remedies. With respect to any litigation hereunder or under the Association Documents, the prevailing party will be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing party.

5.7 Abatement and Enjoinment of Violations by Owners. The breach of any provision in the Association Documents will give the Board and its agents the right, in addition to any other rights set forth in the Association Documents, to do the following:

- (a) enter the Lot in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any person, structure, thing, or condition that may exist contrary to the intent and meaning of the Association Documents, and the Board and its agents will not be deemed guilty in any manner of trespass; and to expel, remove, and put out, using such force as may be necessary in so doing without being liable to prosecution or any damages therefor; and
- (b) enjoin, abate, or remedy by appropriate legal proceedings the continuance of any breach.

5.8 No Waiver or Obligation to Enforce. No delay or failure by an aggrieved party to invoke any right, power, or remedy available to it for a breach of the Association Documents or the Restrictions will be considered a waiver by that party of such right, power, or remedy upon the recurrence or continuance of the breach or the occurrence of a different breach. Neither Developer nor an Affiliate nor the Association nor their respective officers, directors, employees, or representatives will be obligated to take any action to enforce the Association Documents or the Restrictions. Any statute of limitations for the Association or Developer to take action to enforce the Association Documents or the Restrictions, shall not begin to run until the Association or Developer has actual notice of the matter to be enforced.

5.9 Severability. If any condition, covenant, or provision herein contained is invalid—which invalidity will not be presumed until it is determined by the final non-appealable judgment or final non-appealable order of a court of competent jurisdiction—such invalidity will not affect any other condition, covenant, or provision, each of which will remain in full force and effect.

5.10 Owner Information. Except for those Owners who purchase Lots from Declarant, any Person, on becoming an Owner of a Lot, must furnish to the Association or its designee, at the address reflected in the latest management certificate filed of record for the Association, a true and correct copy of the original of the recorded instrument vesting that Person with an interest or ownership in the Lot. A Person will not be deemed to be a Member entitled to vote at any annual or special meeting of Members unless this requirement is first met and unless the Transfer Assessment and any other fees or costs associated with the transfer are first paid to the Association. Each Owner must furnish to the Association written notice of a mailing address and an email address for receiving notices pursuant to the Association Documents. Each Owner must notify the Association in writing of the name and address of all Persons occupying any Lot in which the Owner has an interest. It is the responsibility of the Owner and any occupant of a Lot to keep the required information current and to advise the Association of any changes. Absent any other written notice, notices to an Owner may be sent to the street address of the Lot owned by such Owner.

5.11 Additional Property. The Land Owner may in the future, without the joinder of any other Person, subject additional tracts of land to this Master Declaration by recording in the Official Public Records of Randall County, Texas, supplements to this Master Declaration containing the descriptions of the additional tracts of land.

5.12 Notices. Unless otherwise provided in the Association Documents, any notice required in the Association Documents to be given will be deemed to have been given when hand delivered with written evidence of receipt or when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed:

- (a) for notice to an Owner, to the address of the Owner as shown on the records of the Association at the time of the mailing;
- (b) for notice to Declarant, to 3905 Bell Street, Suite B, Amarillo, TX 79109, or to such other address specified by Declarant in a document recorded for such purpose in the Official Public Records of Randall County, Texas; and

- (c) for notice to the Association, to the address reflected in the latest management certificate filed of record for the Association.

5.13 **Mortgagees.** The holder of a mortgage or deed of trust lien affecting a Lot will, upon written request to the Association, be notified in writing by the Association of any default under the Association Documents by the Owner of the encumbered Lot, and the mortgage or deed of trust lien holder has the right to cure the default within the times herein provided for cure by the Owner.

5.14 **Actions of Declarant, Developer, Board, and Association.** Wherever the phrases “Declarant may”, “Developer may”, “the Board may”, or “the Association may” appear in the Association Documents, such phrases mean, respectively: “Declarant will have the right and authority, in its sole discretion”, “Developer will have the right and authority, in its sole discretion”, “the Board will have the right and authority, in its sole discretion”, and “the Association will have the right and authority, in its sole discretion”. Wherever the Association Documents provide for a determination, decision, consideration, opinion, belief, judgment, declaration, or other similar action to be given or rendered by Declarant, Developer, an Affiliate, the Board, or the Association, such determinations, decisions, considerations, opinions, beliefs, judgments, declarations, or other actions will be given or rendered in the sole discretion of Declarant, Developer, the Affiliate, the Board, or the Association, as the case may be, unless the Association Documents specifically provide to the contrary.

5.15 **Gender.** When the context requires, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

5.16 **Conflicts.** Notwithstanding anything contained herein to the contrary, should all or part of this Pinnacle Master Declaration be in conflict with the Texas Business Organizations Code, Texas Property Code, or any other Texas law, such Act or law will control. Should any part of this Pinnacle Master Declaration be invalid or inoperative for any reason, the remaining parts, so far as is possible and is reasonable, will be valid and operative.

Dated the ____ day of _____, 2017.

ROCKROSE DEVELOPMENT, LLC,
a Texas limited liability company

EXHIBIT "H" - DO NOT SIGN

By: _____
Matt Griffith, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this the ____ day of _____, 2017, by Matt Griffith, Vice President of Rockrose Development, LLC, a Texas limited liability company, on behalf of said company.

EXHIBIT "H" - DO NOT SIGN

Notary Public

CANYON INDEPENDENT SCHOOL DISTRICT

EXHIBIT "H" - DO NOT SIGN

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this the ____ day of _____, 2017, by _____ (name), _____ (title) of Canyon Independent School District, on behalf of said school district.

EXHIBIT "H" - DO NOT SIGN

Notary Public

Exhibit "A"

A 510.66 acre tract of land being a portion of Section 3, Block 9, B.S. & F. Survey, Randall County, Texas, as determined from previous surveys by Robert Keys and Associates on this 17th day of February, 2016, and said tract of land being further described by metes and bounds as follows:

Commencing at the southwest corner of said Section 3, from whence a 1/2 inch iron rod, found in reference, bears N. 00° 24' 45" W., (Directional Control GPS Observation WGS-84 – the west line of Section 3), 49.72 feet;

Thence S. 89° 44' 14" E., 795.82 feet along the south line of said Section 3 to the southwest and **BEGINNING CORNER** of this tract of land;

Thence N. 00° 27' 11" W., at 50.00 feet pass a 1/2 inch iron rod with a cap stamped "HBD", found, a total distance of 1553.19 feet along the east monumented right-of-way line of Raider Road (Bell Street) as dedicated in error by that certain right-of-way easement recorded in Volume 1312, Page 144 of the Deed Records of Randall County, Texas to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the beginning of a curve to the left with a radius of 1160.00 feet,

Thence Northwesterly, along said curve and east monumented right-of-way line of Raider Road (Bell Street), an arc distance of 635.52 feet with a chord of N. 16° 08' 56" W., 627.60 feet to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the end of said curve;

Thence N. 31° 50' 31" W., 787.80 feet along the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod with a cap stamped "GRESHAM P.L.S. 1939", found at the beginning of a curve to the right with a radius of 1160.00 feet;

Thence Northwesterly, an arc distance of 568.51 feet with a chord of N. 16° 08' 39" W., 562.84 feet along said curve and the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod, found at the end of said curve;

Thence N. 00° 24' 45" W., 186.71 feet along the east monumented right-of-way line of said Raider Road (Bell Street) to a 1/2 inch iron rod, found at the most westerly northwest corner of this tract of land;

Thence S. 89° 44' 47" E., 1996.95 feet along the south right-of-way line of Attebury Drive as dedicated by Hollywood South Unit No. 2, an addition to the City of Amarillo, Randall County, Texas, according to the recorded map or plat thereof, of record in Volume 782, Page 303 of the Deed Records of Randall County, Texas to a 1/2 inch iron rod, found at a jog in the north line of this tract of land;

Thence N. 00° 16' 33" W., 1607.90 feet along the east right-of-way line of Valleyview Drive, as dedicated by said Hollywood South Unit No. 2 to a TxDot Right-of-Way Monument with an aluminum cap, found at the most northerly northwest corner of this tract of land;

Thence N. 87° 12' 15" E., 3225.25 along the south right-of-way line of Hollywood Road (Loop 335) as described in that certain instrument recorded under Clerk's File No. 2013021946 of the Official Public Records of Randall County, Texas to a TxDot Right-of-Way Monument with an aluminum cap, found at the most northerly northeast corner of this tract of land;

Thence S. 48° 20' 55" E., 107.10 feet along a cut-off corner of the south right-of-way line of said Hollywood Road (Loop 335) to a TxDot Right-of-Way Monument with an aluminum cap, found at a jog in the north line of this tract of land;

Thence S. 85° 38' 44" E., 40.13 feet to the east line of said Section 3 and the most easterly northeast corner of this tract of land;

Thence S. 00° 12' 47" E., 5255.92 feet to the southeast corner of said Section 3 and of this tract of land, from whence a 3/8 inch iron rod with a cap stamped "KEYS R.P.L.S. 2507", found in reference, bears N. 38° 41' 13" W., 64.29 feet;

Thence N. 89° 44' 14" W., 1018.83 feet along the south line of said Section 3 to a jog in the south line of this tract of land;

Thence N. 00° 07' 52" W., at 50.00 feet pass a 2-1/2 inch steel fence post, found at the southeast corner of a 11.43 acre tract of land known as Sundown Elementary School (deed not found), a total distance of 990.05 feet to a 1/2 inch iron rod, found at a jog in the south line of this tract of land and same being the northeast corner of said 11.43 acre tract of land;

Thence N. 89° 42' 16" W., 530.00 feet to a 1/2 inch iron rod, found at a jog in the south line of this tract of land and same being the northwest corner of said 11.43 acre tract of land;

Thence S. 00° 07' 52" E., at 940.36 feet pass a 1/2 inch iron rod with cap stamped "HBD", found at the southwest corner of said 11.43 acre tract of land, a total distance of 990.36 feet to the south line of said Section 3 and a jog in the south line of this tract of land;

Thence N. 89° 44' 14" W., 3041.10 feet along the south line of said Section 3 to the **POINT OF BEGINNING**.

PINNACLE PUBLIC IMPROVEMENT DISTRICT
FIVE YEAR IMPROVEMENT PLAN
FISCAL YEARS: ESTIMATED 2017/18 TO 2021/22
REVISED 26-May-17

	2017/2018 Proposed	2018/19 Estimated	2019/20 Estimated	2020/21 Estimated	2021/22 Estimated
BEGINNING FUND BALANCE	0 1.0%	0 1.0%	20,133 1.0%	38,346 1.0%	50,936 1.0%
PROJECTED COSTS					
MAINTENANCE & OPERATION:					
PARK MAINTENANCE COST:					
	74,500	74,500	118,790	193,290	88,000
	0.000003	0.862950	0.343032	0.653270	0.450924
51200 Operating					
51250 Janitorial Supplies	0	0	0	0	0
51450 Janitorial Supplies	0	0	0	0	0
53150 Electricity	1,918	1,938	5,077	5,128	7,537
53200 Water	10,908	11,017	28,869	29,158	42,857
62015 PID Management Fees (private)	5,000	10,000	15,000	20,000	25,000
68300 Maintenance of Improvements	5,000	10,000	10,000	10,000	10,000
67600 Temporary Labor (Contract Labor)	29,350	29,350	54,987	54,987	73,387
68312 Other Improvements	0	0	0	0	0
83200 Improvements	0	0	0	0	0
Prepaid by Developer	-52,176	0	-51,629	0	-41,459
TOTAL MAINTENANCE	0	62,305	62,305	119,273	117,323
ADMINISTRATION					
61200 Postage	0	250	253	255	258
61300 Advertising Public Notices	0	500	505	510	515
62000 Professional - Collection Contract	0	735	1,232	1,245	1,245
77450 Admin Fee	0	500	2,500	5,000	7,500
TOTAL ADMINISTRATION	0	1,985	4,000	6,997	9,517
TOTAL MAINTENANCE & OPERATION	0	64,290	66,305	126,271	126,840
Bond Proceeds					
Developer Reimbursements					
Debt Service Proposed Issues	0	0	0	0	55,186
Fiscal Agent Fees	0	0	0	0	1,500
Total Debt Service	0	0	0	0	56,686
TOTAL EXPENDITURES	0	64,290	66,305	126,271	183,527
ASSESSMENTS					
RESIDENTIAL	UNITS	RATE	UNITS	RATE	UNITS
CISD PROPERTY (EXEMPTED)	0	0.0700	84,372	0.0700	138,638
OTHER PROPERTY (>43,560 SQ FT)	0	0.0000	0	0.0000	0
	0	0.0120	0	0.0120	0
COLLECTION RATE	100.00%	0.00%	100.00%	0.00%	100.00%
TOTAL COLLECTIONS	0	84,372	84,372	138,638	178,249
INTEREST INCOM 0.50%	0	50	146	223	383
Increase/Decrease in Cash	0	20,133	18,214	12,590	-4,895
ENDING FUND BALANCE	0	20,133	38,346	50,936	46,041
THREE MONTH OPERATING RESERVE	0	16,072	16,576	31,568	45,882
SURPLUS	0	4,060	21,770	19,368	159

RESOLUTION NO. _____

A RESOLUTION CONDUCTING A PUBLIC HEARING ON A PETITION REQUESTING ESTABLISHMENT OF A PUBLIC IMPROVEMENT DISTRICT TO BE KNOWN AS "THE PINNACLE PUBLIC IMPROVEMENT DISTRICT" IN THE VICINITY OF HOLLYWOOD ROAD, BELL STREET, WESTERN STREET, AND SUNDOWN LANE; CONCERNING ADVISABILITY OF CREATING SUCH DISTRICT; NATURE OF THE IMPROVEMENTS; ESTIMATED COST; METHOD AND APPORTIONING OF ASSESSMENTS; BOUNDARIES OF SUCH DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owners and developer of property in the City of Amarillo have submitted a petition requesting establishment of a Public Improvement District for the comprehensive development of said property as is set out in the petition; and

WHEREAS, Chapter 372, Local Government Code of Texas requires a public hearing on the creation of a Public Improvement District after notice; and

WHEREAS, the City Council finds that notice of a public hearing has been published in the manner required by law; and

WHEREAS, the City Council finds that the public hearing called for consideration of this resolution should be closed; therefore:

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

SECTION 1. The public hearing called for consideration of the Public Improvement District is hereby closed and the City Council finds the following:

A. The petition requesting establishing of a Public Improvement District appears to be in due order and in compliance with requirements of state law and local regulations.

B. The petition proposes the construction of improvements that confer a special benefit to the neighborhood over and above the normal or typical City standard, for a project

listed in Section 372.003 of the Local Government Code of Texas (“Capital Improvements”), and the general nature of the Capital Improvements will be primarily aesthetic in nature and to enhance the lifestyle, personal pride, enjoyment, and property values within the Public Improvement District. Further, the petition provides for labor and materials for the repair and maintenance of the Capital Improvements, mowing grass, trimming trees and bushes, replanting landscape, and other work as reasonably determined necessary to keep the Capital Improvements attractive and in good condition. Further, the petition proposes that the Public Improvement District be authorized to engage in any other statutorily allowed project as may be approved in a service plan to be adopted.

C. The developer’s total estimated cost for the improvements proposed in the Pinnacle Public Improvement District is \$4,762,707.00. The actual cost may be affected by various matters, including inflation or changes in improvements actually made.

D. The boundaries of the Pinnacle Public Improvement District are shown on the attached Exhibit “A” and the property that is included within the Public Improvement District is described on the attached Exhibit “B”.

E. The Public Improvement District will bear all costs of the improvements, maintenance, and administrative costs.

F. The method of assessment for the costs of the improvement, maintenance, and administrative costs to properties within the Public Improvement District is as follows:

- (a) Residential Property: Each Residential Lot will be assessed based upon a rate multiplied by the number of square feet located within the Residential Lot.
- (b) Canyon Independent School District Property: All tracts owned by Canyon Independent School District that are used for public school purposes are exempt from PID assessments.

(c) Other Property: All tracts other than the property described in parts (a) and (b) above, will be assessed based on the number of square feet located within the lot as follows:

- i. the first 43,560 square feet of the tract will be assessed at the same rate as Residential Lots; and
- ii. any portion of the tract that exceeds 43,560 square feet will be assessed at a rate that is equal to 20% of the rate for Residential Lots.

G. The terms, limitations, conditions, duties, obligations, and rights of the City, developer, and current and future owners of properties within the Public Improvement District as stated in the petition are adopted and incorporated herein by reference. In the event of a change or conflict between this resolution and the petition, the term of this resolution prevail.

H. The improvements proposed in the petition requesting establishment of the Public Improvement District are in the best interest of the citizens of Amarillo and will add to the quality of life without any additional cost to the taxpayers of Amarillo. Therefore, the improvements proposed in the petition are beneficial and advisable.

SECTION 2. The foregoing having been found to be beneficial to and in the best interest of the citizens of Amarillo, the Public Improvement District to be known as the “Pinnacle Public Improvement District” is hereby approved, authorized, and established.

SECTION 3. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 4. All resolutions or parts thereof that conflict with this resolution are hereby repealed, to the extent of such conflict.

SECTION 5. Publication. Pursuant to Tex. Local Gov. Code Sec. 372.010(b), notice of passage of the resolution shall be published one (1) time in a newspaper of general circulation in this City.

SECTION 6. Effective Date. This resolution is effective upon and after its passage; provided, however, actual construction of an improvement shall not begin until after the twentieth (20th) day after the date of publication, as provided in Tex. Local Gov. Code Section 372.010(c).

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council

Agenda Transmittal Memo



3

Meeting Date	August 1, 2017	Council Priority	Regular Agenda Item
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Public hearing to gather comments for and against annexation of a 154.68 acre property situated west of the city limits, and located near the northwest corner of the intersection of Tascosa Rd (also known as RM 1061) and Ravenwood Drive, and north of a westerly projection of Ravenwood Drive.

Agenda Item Summary

City staff was presented with a petition for annexation of the property described above in 2016. Some issues related to the specific description of property, in order to meet requirements outlined in state law, were addressed and worked through with the applicant. Once the petition was completed, City staff met with the applicant and provided options for proceeding with the annexation.

The annexation is for property described above and specifically shown in the attached exhibits. The property in question is entirely vacant and the property owner is requesting annexation before proceeding with development of the property.

In reaching agreement on proceeding with the petition, the following calendar of annexation proceedings was adopted, as prescribed under Chapter 43 of the Local Government Code.

First public hearing	July 18, 2017
Second public hearing	August 1, 2017
Introduction of annexation ordinance, on first reading	August 22, 2017
Adoption of annexation ordinance, on second reading	August 29, 2017

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

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

The Local Government Code further allows cities to pursue an annexation that causes an area to be surrounded by the annexing city but would not include that area within the city, when a finding is made that surrounding the area is in the public interest. This section (43.057) applies in this instance, as the property immediately to the southeast of this annexation area (or immediately northwest of the intersection of Tascosa Rd and Ravenwood Dr) is not currently proposed for annexation, and the property owner has declined an offer of development agreement. In this case, staff asserts that there is a public interest in proceeding as proposed, especially in light of:

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

Staff does recommend that the neighboring property be annexed in conjunction with development or prior to, when any development application is received for the property.

Requested Action

For this hearing, no action is required, other than to open the matter for public hearing to interested parties in accordance with the Open Meetings Act.

Amarillo City Council

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Funding Summary

N/A

Community Engagement Summary

As required by the Local Government Code, Section 43.0561, written notices were sent to utility companies, the property owner, and ISDs in the area. Public notice was published in a newspaper of general circulation, notifying the public of the July 18th hearing, on July 3rd. Public notice was also published to the City of Amarillo’s website on July 5th.

Public notice for this hearing was published in a newspaper of general circulation, notifying the public of the August 1st hearing. Public notice was also published to the City of Amarillo’s website.

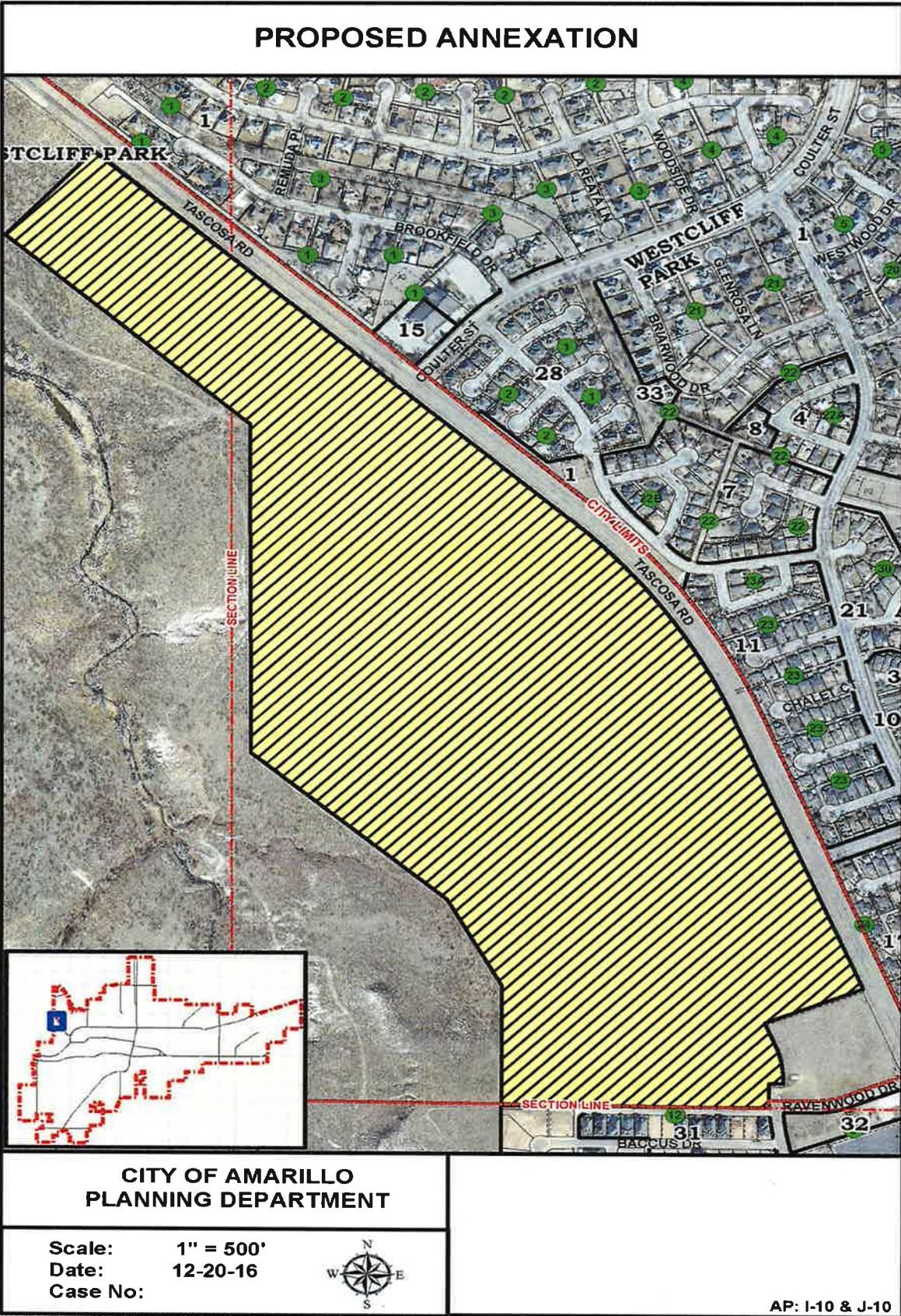
City Manager Recommendation

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

Attachments

1. Map of area
 2. Full legal description
 3. Annexation petition
-

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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.

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Davis Geomatics, LLC
Professional Geomatic Consultants
J.D. Davis, RPLS, LSLS, CFedS
Licensed State Land Surveyors
Colorado•Kansas•Oklahoma•Texas

Professional Land Surveyors

Certified Federal Surveyor

LEGAL DESCRIPTION

Being a 154.68 acre tract out of a 883.57 acre tract described in a Warranty Deed recorded in Volume 2687, Page 541 of the Official Public Records of Potter County, Texas, situated in Section 24, Block 9, B. S. & F. Survey, Potter County, Texas; said 154.68 acre tract being more particularly described by metes and bounds as follows:

Commencing at an aluminum cap stamped "RPLS 1959", found for the Northwest corner of Section 44, Block 9, B. S. & F. Survey, Potter County, Texas;

Thence South 89°48'18" E, 5355.42 feet to the Northeast Corner of said Section 44, being the Southwest corner of said Section 24, from which a 1/2" iron rod with a cap stamped "RPLS 1583" bears South 00°19'33" East, 202.93 feet and a 1/2" iron rod, found for the Southeast corner of said Section 44 bears South 00°19'33" East, 5369.98 feet;

Thence South 89°40'30" East, along the South line of said Section 24, a distance of 1185.52 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set for the POINT OF BEGINNING of the herein described tract;

THENCE North 00°00'26" East, a distance of 610.01 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set;

THENCE North 28°43'21" West, a distance of 506.43 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set;

THENCE North 49°03'05" West, a distance of 1137.89 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set;

THENCE North 00°14'00" West, a distance of 1690.72 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set;

THENCE North 48°03'04" West, a distance of 1441.81 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set

THENCE North 41°56'56" East, a distance of 579.24 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set; in the Westerly right-of-way line of Tascosa Road (F.M. Highway 1061), being the North corner of the herein described tract, from which a 1/2" iron rod with a cap stamped "RPLS 1583", found and a 5/8" Iron rod with a cap stamped "John Dorsey", found in the North line of Section 45, Block 9, B. S. & F. Survey, Potter County, Texas, Bears North 48°03'04" West, 736.14 feet;

THENCE South 48°03'04" East along the Westerly right-of-way line of said Tascosa Road, a distance of 2804.19 feet to a 1/2" iron rod with a cap stamped "RPLS 2507", found for the beginning of a curve to the right having a circle center which bears South 41°56'21" West, 2804.79 feet;

THENCE Southeasterly continuing along the Westerly right-of-way of said Tascosa Road and said 2804.79 foot radius curve to the right, a chord bearing and distance of South 35°11'13" East, 1249.84 feet, through a central angle of 25°44'52",

Amarillo City Council

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and arc length of 1260.42 feet to a 1/2" iron rod with a cap stamped "RPLS 2507", found, end of curve;

THENCE S 22°19'06" E, 1497.98 feet to a point;

THENCE S 67°42'45" W, 464.45 feet to a point;

THENCE S 22°17'15" E, 125.63 feet to a point;

THENCE South along a curve to the left having a radius of 460.00 feet, a chord bearing and distance of South 09°51'54" East, 197.98 feet for a total arc length of 199.30 feet to a 1/2" iron rod with cap marked "RPLS 2507";

THENCE South 01°00'08" E, 0.24 feet to a point;

THENCE N 87°00'40" W, 59.86 feet to a 1/2" iron rod with a cap stamped "RPLS 2507", found in the West right-of-way line of said Bridlewood Drive, being in a curve to the left having a circle center which bears South 87°21'22" East, 1166.05 feet;

THENCE South easterly along the West right-of-way line of said Bridlewood and said 1166.05 foot radius curve to the left, a chord bearing and distance of South 00°27'02" East, 125.90 feet, through a central angle of 06°11'21", an arc length of 125.96 feet to a 1/2" iron rod with a cap stamped "RPLS 5437", set in the South line of the aforementioned Section 24;

THENCE North 89°40'30" West, along the South line of said Section 24, a distance of 1173.74 feet to the POINT OF BEGINNING;

Said tract contains a computed area of 154.68 acres.

Note: The above description is a compilation of two separate descriptions as found in the Official Public Records of Potter County, Texas making up the above described single tract of land. The descriptions are verbatim where possible. No survey was performed on the ground by this surveyor in an effort to create the combined description.

J.D. Davis, R.P.L.S.
Texas Registration Number 5626
Amarillo, Texas



DAVIS GEOMATICS, LLC
PROFESSIONAL GEOMATIC CONSULTANTS
616 N. Polk Street, Amarillo, Texas 79107 • P.O. Box 4061, Amarillo, Texas 79116
866-570-0169 • 806-374-4334 • Fax 806-359-0686 • www.geopro.us
Texas Professional Surveying Firm No. 100828-00

Amarillo City Council Agenda Transmittal Memo



DEVELOPMENT SERVICES

ANNEXATION APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Letter requesting annexation
- ☒ Application provided by City of Amarillo completed in full. This application must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ Acreage with metes and bounds description and/or legal description
- ☐ Electronic Submittal

I request the annexation of 154.59 acres in Section(s) 24, Block 9,
BS&F Survey, Potter County, Texas.
Tax I.D. No.: 463-70-2225 Total Acreage: 154.59
Land Use: (Existing) Agricultural

Property Owner(s): Jim and Judy Morgan

Firm Name (if applicable): _____
Address: #1 Oak Hollow Texarkana, TX 75503
Telephone: (903) 792-0134 Email: jamesmorgandds@mac.com

Owner's Surveyor (If applicable)

Firm Name (if applicable): David miller Surveying, PLLC
Address: 4211 I-40 West, Suite 101 Amarillo, TX 79106
Primary Contact Name: David Miller
Telephone: (806) 236-4621 Email: _____
Secondary Contact Name: _____
Telephone: () _____ Email: _____

CERTIFICATION

I hereby certify that the above information and any attached documents are true and correct to the best of my knowledge.

Owner's Printed Name: Jim Morgan
Owner's Signature: *Jim Morgan* Date: 14 Apr. 16

If applicable:

Surveyor's Printed Name: _____
Surveyor's Signature: _____ Date: _____

APPLICATION IS NOT VALID WITHOUT COMPLETION OF ALL PAGES AND SIGNATURES

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MAIN CONTACT PERSON RESPONSIBLE FOR APPLICATION
(PLEASE CHECK ONE)

☒ **Applicant/Owner** (Check this box if as the Owner you wish to be the main contact person responsible for the application)
As the Owner of the subject property, I shall be the principle contact person with the City in processing and responding to requirements, information, and/or issues relative to this case.

Jim Morgan
Owner(s) Name(s) Printed
Signature of Owner(s)
Date 4-13-16

BELOW SIGNATURES ARE REQUIRED IF THE OWNER IS DESIGNATING AN AGENT OR CONTACT

☒ **Owner's Agent** (Check this box if as the Owner you are authorizing a main contact person or agent, other than yourself, to be responsible for your application)
In lieu of representing this request myself as an owner of the subject property, I hereby authorize the person designated as agent to act in the capacity as my agent for the application, processing, representation, and/or presentation of this request. The designated agent shall be the principle contact person with the City (and vice versa) in processing and responding to requirements, information, and/or issues relative to this case.

Jim Morgan
Owner(s) Name(s) Printed
Signature of Owner(s)
Date 4-13-16

Joe H. Watkins
Agent's Name Printed
Signature of Agent
Date 4-13-16

Before me, the undersigned authority, on this day personally appeared Jim Morgan (Owner(s) Name) and Joe H. Watkins (Agent Name) known to me to be the persons whose names are subscribed to the above and forgoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity stated.

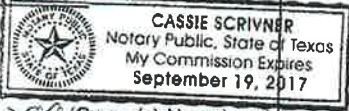
Given under my hand and seal of office on this 14 day of April, 2016

Typical Annexation Process:
Notice of Public Hearing of this application will be published in the newspaper and otherwise distributed as required by law. The applicant or his representative should be present at all hearings to answer any questions concerning the application.

Following consideration by the Planning & Zoning Commission, one of the following actions will be taken:

- Deny proposed Annexation
- Continue the public hearing pending further study
- Approve and recommend to the City Council

If approval is recommended, two public hearings will be held before the City Council, with the first public hearing normally held 8 days after the Planning and Zoning Commission hearings.



Amarillo City Council

Agenda Transmittal Memo



4

Meeting Date	August 1, 2017	Council Priority	
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Department	Public Health
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Agenda Caption

Acceptance – HIV Prevention Grant

Grant Amount : \$210,250

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from January 1, 2018 thru December 31, 2018 to continue funding for the HIV Prevention Program in the public health department.

Agenda Item Summary

Contractor shall continue HIV Prevention activities. These activities include targeted testing for HIV and Syphilis, linkage to medical care for persons identified to be HIV positive, condom distribution, and risk reduction education.

Requested Action

Accept grant award.

Funding Summary

Texas Department of State Health Services.

Community Engagement Summary

City Manager Recommendation

Staff recommend acceptance of this grant.

Department of State Health Services
FORM A FACE PAGE

CONTRACTOR INFORMATION

1) LEGAL BUSINESS NAME: City of Amarillo Department of Public Health																			
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): 1000 Martin RD Amarillo, TX 79107																			
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): PO BOX 1971 Amarillo, TX 79105																			
4) DUNS Number (9-digit) required if receiving federal funds: 065032807																			
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit): 17560004446014																			
<i>*The Contractor acknowledges, understands and agrees that the Contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</i>																			
6) TYPE OF ENTITY (check all that apply): <table><tr><td>☒ City</td><td>☐ Nonprofit Organization*</td><td>☐ Individual</td></tr><tr><td>☐ County</td><td>☐ For Profit Organization*</td><td>☐ Federally Qualified Health Centers</td></tr><tr><td>☐ Other Political Subdivision</td><td>☐ HUB Certified</td><td>☐ State Controlled Institution of Higher Learning</td></tr><tr><td>☐ State Agency</td><td>☐ Community-Based Organization</td><td>☐ Hospital</td></tr><tr><td>☐ Indian Tribe</td><td>☐ Minority Organization</td><td>☐ Private</td></tr><tr><td></td><td>☐ Faith Based (Nonprofit Org)</td><td>☐ Other (specify):</td></tr></table>		☒ City	☐ Nonprofit Organization*	☐ Individual	☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers	☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning	☐ State Agency	☐ Community-Based Organization	☐ Hospital	☐ Indian Tribe	☐ Minority Organization	☐ Private		☐ Faith Based (Nonprofit Org)	☐ Other (specify):
☒ City	☐ Nonprofit Organization*	☐ Individual																	
☐ County	☐ For Profit Organization*	☐ Federally Qualified Health Centers																	
☐ Other Political Subdivision	☐ HUB Certified	☐ State Controlled Institution of Higher Learning																	
☐ State Agency	☐ Community-Based Organization	☐ Hospital																	
☐ Indian Tribe	☐ Minority Organization	☐ Private																	
	☐ Faith Based (Nonprofit Org)	☐ Other (specify):																	
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>																			
7) PROPOSED BUDGET PERIOD: Start Date: 01/01/2018 End Date: 12/31/2018																			
8) COUNTIES SERVED BY PROJECT: Potter and Randall																			
2509) AMOUNT OF FUNDING REQUESTED: \$210,250	11) PROJECT CONTACT PERSON Name: Casie Stoughton Phone: 806-378-6320 Fax: 806-378-6307 Email: Casie.stoughton@amarillo.gov																		
10) PROJECTED EXPENDITURES Does Contractor's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for Contractor's <u>current fiscal year</u> (excluding amount requested in line 9 above)? ** Yes ☒ No ☐ <i>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</i>	12) FINANCIAL OFFICER Name: Michelle Bonner Phone: 806-378-4209 Fax: 806-378-9394 Email: Michelle.bonner@amarillo.gov																		
13) AUTHORIZED REPRESENTATIVE Check if change ☐ Name: Jared Miller Title: City Manager Phone: 806-378-3011 Fax: 806-378-9394 Email: jared.miller@amarillo.gov	14) SIGNATURE OF AUTHORIZED REPRESENTATIVE																		
	15) DATE																		

FORM A-1 CONTACT PERSON INFORMATION

Legal Business Name of Contractor: City of Amarillo Department of Public Health

This form provides information about the appropriate contacts in the Contractor's organization in addition to those on FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Contact:	Joe Mike Briseno	Mailing Address (incl. street, city, county, state, & zip):
Title:	Clinic Manager	1000 Martin Rd
Phone:	806-378-6322	Amarillo
Fax:	806-378-6307	Potter County, TX
Email:	joemike.briseno@amarillo.gov	79107
Designated Emergency Contact (required)		
Contact:	Casie Stoughton	Mailing Address (incl. street, city, county, state, & zip):
Title:	Director	1000 Martin Rd.
Phone:	806-378-6320 Ext.	806-378-6320
Fax:	806-378-6307	Potter County, TX
Email:	casie.stoughton@amarillo.gov	79107
Executive Director / CEO (required)		
Contact:	Andrea Kubitscheck	Mailing Address (incl. street, city, county, state, & zip):
Title:	HIV STD Program Manager	1000 Martin Rd.
Phone:	806-378-6329 Ext.	Amarillo
Fax:	806-378-6308	Potter County, TX
Email:	andrea.kubitscheck@amarillo.gov	79107
Project Manager / Coordinator (required)		
Contact:	Carol Hill	Mailing Address (incl. street, city, county, state, & zip):
Title:	Assistant Director	1000 Martin Rd.
Phone:	806-378-6327 Ext.	Amarillo
Fax:	806-378-6307	Potter County, TX
Email:	carol.hill@amarillo.gov	79107
Secondary Contact Person (required – must not be same as Project Manager / Coordinator)		
This person will be contacted as the backup to the Project Manager / Coordinator for programmatic questions.		
Contact:	Matthew Poston	Mailing Address (incl. street, city, county, state, & zip):
Title:	Grants Manager	PO Box 1971
Phone:	806-378-6309 Ext.	Amarillo
Fax:	806-378-3039	Potter County, TX
Email:	matthew.poston@amarillo.gov	79105

FORM A FACE PAGE INSTRUCTIONS

This form provides basic information about the Contractor and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative.

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

Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (<http://www.window.state.tx.us/procurement/prog/hub/>)

State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii

Institutions of higher education as defined by §61.003 of the Education Code.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

- 7) **PROPOSED BUDGET PERIOD** - Enter the budget period for this proposal. Budget period is defined in the RFP.
- 8) **COUNTIES SERVED BY PROJECT** - Enter the proposed counties served by the project.
- 9) **AMOUNT OF FUNDING REQUESTED** - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.
- 10) **PROJECTED EXPENDITURES** - If Contractor's projected federal expenditures exceed \$500,000 or its projected state expenditures exceed \$500,000 for Contractor's current fiscal year, Contractor must arrange for a financial compliance audit (Single Audit).
- 11) **PROJECT CONTACT PERSON** - Enter the name, phone, fax, and email address of the person responsible for the proposed project.
- 12) **FINANCIAL OFFICER** - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.
- 13) **AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and email address of the person authorized to represent the Contractor. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.
- 14) **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the Contractor must sign in this blank.
- 15) **DATE** - Enter the date the authorized representative signed this form.

FORM B: RENEWAL APPLICATION TABLE OF CONTENTS AND CHECKLIST

This form is provided as your Table of Contents and to ensure the renewal application is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. Be sure to mark if the item is not applicable for this renewal application or if the document is include as part of the renewal application.

FORM	DESCRIPTION	NOT APPLICABLE	INCLUDED
A	Face Page – completed, and proper signatures and date <u>included</u>		☒
A-1	Contact Person Information -- completed and <u>included</u>		☒
B	Table of Contents and Checklist – completed and <u>included</u>		☒
C	Targeted Testing and Linkage to Medical Care -- Performance Measures – completed and <u>included</u>	☐	☒
D	Condom Distribution -- Performance Measures – completed and <u>included</u>	☐	☒
E	Community Mobilization and Coordination Performance Measures – completed and <u>included</u>	☒	☐
F	Prevention with Positive Persons –Individual Level Performance Measures – completed and <u>included</u>	☒	☐
G	General Work Plan – completed and <u>included</u>	☐	☒
G-1	Targeted Testing and Linkage to Medical Care Work Plan – completed and <u>included</u>	☐	☒
G-2	Condom Distribution Work Plan – completed and <u>included</u>	☐	☒
G-3	Prevention with Positive Persons-Individual Level Work Plan – completed and <u>included</u>	☒	☐
G-4	Community Mobilization and Coordination Work Plan – completed and <u>included</u>	☒	☐
H	Justification for Request of Equipment Purchases – completed and <u>included</u>	☒	☐
I	Budget Forms – completed and <u>included</u>	☐	☒
Appendix A	Contractor Assurances and Requirements		

Contractor Name: City of Amarillo Department of Public Health

FORM C: PERFORMANCE MEASURES
Targeted Testing and Linkage to Medical Care

Performance Measures for All Contractors	
OBJECTIVE A	At least 75% of clients testing for HIV will receive results.
OBJECTIVE B	At least 95% of clients testing positive for HIV will receive results counseling.
OBJECTIVE C	At least 87% of clients who are HIV positive (all positives) and received results will be confirmed to HIV-related medical care.
OBJECTIVE D	Contractor will attain a 1.2% new positivity rate annually.
Projected Numbers to be Served by the End of the Contract Term	
OBJECTIVE E	
Number of tests to be performed:	1200
OBJECTIVE F	
Number of newly diagnosed HIV positive persons (the state standard is attaining a 1.2% positivity rate):	14
OBJECTIVE G	
Of the total number of tests outlined in E, the contractor will provide at least the following numbers of tests to the selected priority populations.*	
Number of tests for (Insert priority population #1) : MSM	200
Number of tests for (Insert priority population #2) : IDU	200

* A minimum of one priority population must be selected; Contractors may add lines as needed.

Please make sure the name of your agency is inputted at the top of this form.

Contractor Name: City of Amarillo Department of Public Health

FORM D: PERFORMANCE MEASURES
Condom Distribution

Numbers to be Served by the End of the Contract Term	
OBJECTIVE A	
Number of distribution sites (including: number of sites where contractor supplies free condoms):	25
OBJECTIVE B	
Number of community collaborators assisting with access or distribution efforts (i.e. retail, civic, faith-based, local advocacy groups):	20
OBJECTIVE C	
Number of condoms distributed:	75,000

Please make sure the name of your agency is inputted at the top of this form.

Contractor Name: City of Amarillo Department of Public Health

FORM E: PERFORMANCE MEASURES
Community Mobilization and Coordination

Numbers to be Served by the End of the Contract Term	
OBJECTIVE A	
Number of collaborators (i.e. organizations, agencies, individuals, etc.) involved in community mobilization:	N/A
OBJECTIVE B	
Number of planned activities to engage the community (i.e. events, coalition meetings, facilitated community conversations, etc.):	N/A
OBJECTIVE C	
Number of individuals reached by community mobilization activities (e.g. total number of persons reached/engaged by mobilization events):	N/A
* In the total number reached outlined in objective C, remember to include the following strategies; Face to Face interactions, Traditional Marketing /Advertising, and Social Media/Mobile/Online.	

Please make sure the name of your agency is inputted at the top of this form.

Contractor Name: City of Amarillo Department of Public Health

FORM F: PERFORMANCE MEASURES
Prevention with Positive Persons – Individual Level Intervention

Title of Intervention (if applicable):	
Numbers to be Served by the End of the Contract Term	
OBJECTIVE A	
Number of participants to complete intervention:	N/A
OBJECTIVE B	
Number of sessions:	N/A
OBJECTIVE C – ONLY IF PROPOSED ACTIVITIES TARGET A SPECIFIC SUBPOPULATION OF HIV POSITIVE PERSONS	
Of the total number of participants outlined in A, the contractor will provide the intervention to at least the following numbers of priority populations.*	
Number of (Insert priority population #1) reached:	N/A

Please make sure the name of your agency is inputted at the top of this form.

FORM G: GENERAL WORK PLAN

Contractor must describe its plan for service delivery to the population in the proposed service area(s) and include timelines for accomplishments.

Instructions: All Contractors must provide a description of how they will address the following across all funded activities (*including: Targeted HIV Testing and Linkage to Medical Care, Condom Distribution, Prevention with Positive Persons, Community Mobilization, and HE/RR*):

General Work Plan

- Describe the managerial, supervisory, and quality assurance activities that will be used to ensure that proposed activities are implemented as required. Describe the responsible party for each of these activities.
 - The HIV Prevention Program is a program of the City of Amarillo Department of Public Health (DPH). The HIV Prevention Program Coordinator provides day to day oversight of staff in the HIV testing and Linkage to Care programs. The Coordinator reports to the STD/HIV Program Manager who in turn reports to the Assistant Director of Public Health. The Program Manager is charged with performance improvement and overall program oversight.
- Describe how Contractor will ensure compliance with DSHS policies including data collection, data submitted on a timely basis, required documentation, and reporting systems.
 - The Coordinator maintains an ongoing dialogue with the Program Manager concerning all aspects of the program. A more formal process is utilized with a quarterly report that measure the progress made toward fulfilling program objectives. Data is analyzed and opportunities for improvement are identified and documented along with goals that are being met.
 - The Coordinator will utilize reports from the DSHS system to identify those records nearing the 90-day period for case closure, and follow-up with these records to ensure that data is entered within the appropriate timeframe.
- Describe the Contractor's plan to use continuous community assessments and other program data to evaluate and assess program success, development, and guide improvement.
 - The Coordinator will ensure that an annual community assessment is conducted to identify the attitudes, beliefs, and testing habits of the population. This information will then be incorporated by Outreach staff when planning testing events, locations and activities.
 - The HIV Outreach staff has been providing counseling and testing for the citizens of Potter and Randall Counties for at least 15 years, and staff has developed relationships with individuals in all priority populations. Locations of service have been long established, and evaluation activities are set. The quality assurance plan has been developed with the assistance of the DSHS field consultant. In addition, an internal Performance Improvement program has been implemented which provides an additional layer of analysis and opportunity to identify areas where we can improve.

The Program Manager plans to continue to send employees to DSHS provided trainings, and follow up as outlined on quality assurance indicators.

- A minimum of 35 patient satisfaction surveys will be performed each quarter and the results analyzed. The Program Manager will compile the results of the satisfaction surveys. The coordinator will review the results during staff meetings and plans will be developed to address opportunities for improvement as they are identified.
- Describe Contractor's capacity to make referrals to other services or agencies, including substance abuse, mental health, housing authority, domestic violence/sexual assault response, STD testing and treatment, Pre-exposure Prophylaxis (PrEP) and non-occupational Post Exposure Prophylaxis (nPEP), and HIV care and treatment.
 - The Linkage to Care Coordinator (LTCC) and the Risk Reduction Specialist (RRS) will discuss the needs of the client which are identified during counseling and testing sessions. Referrals may be made to substance abuse programs, food pantry, shelter, or medical care. The referral log will be maintained by the LTCC and will be updated each time referrals are made along with any follow-up actions taken. In addition to the LTCC, the referral log (electronic document) is accessible to the RRS making the referral, as well as to the Coordinator and Administrative staff.
- Describe Contractor's capacity to provide information and education to clients, participants, collaborators, stakeholders and/or community members, about Pre-exposure Prophylaxis (PrEP) and non-occupational Post Exposure Prophylaxis (nPEP).
 - PrEP is explained as a treatment option for High risk individuals to lower their risk of HIV infection. Information given includes PrEP fact sheet from CDC website including explanation of persons this treatment option is appropriate for. Those high risk individuals are informed that this option is currently being explored for this area. Recommendations are made for certain individuals to contact their primary care provider for more information.
- Describe program collaboration and integration of services for viral hepatitis, sexually transmitted diseases and other services. (*Note: subcontracting is allowed and collaboration with community partners is encouraged*)
 - The HIV Prevention staff collaborates with the three detention centers located in Potter and Randall Counties, along with The Youth Center of the High Plains, The Guyon Saunders Resource Center, The Haven Women's Shelter, Panhandle Aids Support Organization, ACADA, ARAD, Managed Care, St. John's, ATC, Serenity House, Heal The City clinic as well as with appropriate staff within the STD/HIV Program.

FORM G-1: TARGETED HIV TESTING AND LINKAGE TO MEDICAL CARE WORK PLAN

Targeted HIV Testing and Linkage to Medical Care

1. Service Delivery

Describe recruitment strategies that will be used to reach proposed priority population(s) and specific venues and/or locations where project specific recruitment will be conducted.

- Describe brief risk screen process to determine the services most appropriate for individual clients. Describe how the risk screening assessment will be conducted.
 - Recruitment strategies that will be used to reach proposed priority populations include testing events conducted in venues such as gay clubs, flea markets, fetish parties, adult bookstores, dances, parks, and in home testing parties as well as in offsite testing locations including Panhandle AIDS Support Organization (PASO), Faith City Mission, Managed Care, homeless communities, local colleges, truck stops, area detention centers, drug and alcohol treatment facilities, domestic violence shelters, and testing events on all national HIV/AIDS recognition days. Additional opportunities include use of the mobile clinic which can be utilized for testing in targeted areas or events.
 - Additional recruitment strategies include use of the HIV Outreach Facebook page and on the Amarillo public health website. Advertising free testing on social media apps such as Facebook, Craigslist and Backpage are also being utilized to target priority populations.
 - The brief risk screening process used to determine the service most appropriate for individual clients is a questionnaire regarding the client's sexual practices and orientation or sexual preferences. This information is then used to determine whether a client needs testing without counseling, brief, or in-depth counseling. The risk screening assessment will be conducted by RRS in a tailored, confidential environment. Any referrals are made based upon the individual needs of the client.

If the Contractor proposes to use additional testing protocol or methodologies the Contractor must provide a description of what will be added and why.

- Describe testing technology to be used. If Contractor proposes to conduct HIV rapid testing, include information about the specific test to be used, quality assurance plans for rapid testing, and a copy of the CLIA waiver.
 - The HIV Outreach staff will conduct Rapid Testing (Biotech Trinity Uni-Gold or BioLytical Insti-test: both blood based tests) in the field, at special events, for partners of HIV+ individuals, for those at high risk for HIV, and for all MSM. Any positive result from the rapid testing will be followed by a blood draw with the specimen sent for

confirmatory testing. A syphilis test will be performed for all clients requesting an HIV test unless the client refuses.

- Describe how HIV test results will be provided. If Contractor proposes to provide negative test results over the phone, policies and procedures that detail this process must be included. Contractor must also address how they will attempt to deliver results to clients that don't return or call for results.
 - The HIV Outreach staff will give positive test results in a follow up session with clients. A letter of notification is sent to clients that do not return or call for results. A home visit may also be attempted. Clients will be informed of HIV positive test results while working closely with the STD and DIS staff along with LTCC.

Describe how the Contractor will provide syphilis testing via venipuncture for all clients requesting an HIV test (unless the client refuses syphilis testing). Additionally, describe other STD testing the Contractor is performing or describe the process for STD testing referrals.

- Any patient with a positive result on the rapid test will then have specimen obtained and sent to the lab for confirmatory testing with RPR and TP-PA. Patients seen through the clinic will have syphilis testing via venipuncture unless it is refused.
- Asymptomatic males may provide a urine specimen for screening for gonorrhea and chlamydia. If location or facilities permit, asymptomatic females may self-swab the vagina for gonorrhea and chlamydia screening. Additional testing for symptomatic patients is available through the DPH STD clinic which takes same day appointments. Patients that are symptomatic or have tested positive for other STD's are referred to one of the two STD nurses.
- Describe process for providing HIV positive results including providing emotional support and counseling to assist the client in understanding the meaning of the test result and the benefit of initiating and remaining in HIV-related medical care.
 - The HIV Outreach staff will give test results in follow up session with clients. A letter of notification is sent to clients that do not return or call for results. A home visit may also be attempted. Clients will be informed of HIV positive test results while working closely with the appropriate STD/HIV Program staff in conjunction with LTCC.
- If Contractor proposes to use tangible reinforcements, detailed information must be provided on purpose, type, and dollar amount. Contractors proposing to use tangible reinforcements must describe policies and procedures for their purchase, use, and distribution. Contractors must maintain documentation that tracks the purchase and distribution of tangible reinforcements.
Note: Funds may not be used to make cash payments to intended recipients. Any use of tangible reinforcements must be pre-approved by DSHS.
 -
 - The HIV Prevention Program utilizes tangible reinforcements to recruit individuals to testing and recruitment sessions. Tangible reinforcements will also be used to encourage clients in achieving goals and to return for test results as well as to recruit and acknowledge gatekeepers' referrals.
 - Currently the program uses various types of tangible reinforcements for testing, and plans to continue using the same. Those tangible reinforcements are United Supermarket gift cards, McDonald's gift certificates and Wal-Mart gift cards in five or ten-dollar increments.

- The program also plans to continue distribution of condoms. This has been a long-standing activity and is appreciated by clients. Condoms are distributed to clients during testing sessions, and to a small degree to individuals who walk in requesting them; however, in this situation some type of prevention message is given.
- Describe Contractor's plan and proposed activities to establish linkage to HIV-related medical care¹ for people who are infected with HIV. Describe types of referrals that will be offered and how referrals will be tracked, documented, and confirmed. Describe how the Contractor plans to overcome barriers that may prevent linkage to appropriate medical care. Describe proposed agency staffing and staff time dedicated to linkage to HIV-related medical care.
 - The LTCC will also serve as an HIV Risk Reduction Specialist and will work with all positives in linking them to medical care. This will be accomplished by working closely with local Ryan White Agencies, HIV medical specialists, and other STD/HIV Program staff. LTCC responsibilities will be 40% of combined HIV Specialist duties.
- Describe how Contractor will partner with other organizations to implement this activity. All Contractors must maintain agreements with collaborating partners. A partner services procedure (PSP) with Contractor's local and/or regional health department that outlines how partner services are to be delivered must be included. The PSP is required to be maintained and submitted yearly.
 - HIV Outreach team members work closely with other STD/HIV Program staff to provide referrals and linkage to care. The type of referrals will be tailored to the individual need of the client. Referrals may be for medical or dental assistance, food, transportation to and from appointments, assistance with temporary housing, clothing referrals for job interviews, etc. Outreach staff use a referral log to track progress and document encounters in the patient's electronic medical record.
 - Outreach staff direct clients who may be eligible for PrEP to their private physician and recommend partners of positive HIV clients consult the physician who treats the positive partner. Staff also provide PrEP education as a component of HIV prevention education.
 - The HIV Outreach program has established testing sites at various venues. Some of these venues include parks that are frequented by male prostitutes, homeless shelters, bars/nightclubs, detention centers, truck stops, and along streets with known commercial sex worker activity as well as through the DPH clinics. The program plans to continue to build on the social advertising campaign by increasing its popular Know Your Status Program, website updates and advertising on apps that are utilized by those in the priority populations. The Outreach program will continue to work with local businesses, agencies and organizations to acquire collaborations for "testing parties," which have proven to be successful in bringing awareness to HIV testing.

FORM G-2: CONDOM DISTRIBUTION WORK PLAN

¹ Linkage to HIV-related medical care is defined as working with a client to establish an HIV-related medical care appointment; follow up with the client and prepare client for medical care; confirm that the client attended the appointment.

Condom Distribution

1. Service Delivery

- Provide an overview of current condom distribution activities, including a list of community partners (e.g. civic, retail, faith-based, social service, etc.) and the current number of distribution sites.
 - The HIV Prevention Program plans to continue collaborations with the three detention centers located in Potter and Randall Counties, The Youth Center of the High Plains, Tyler Street Resource Center, The Haven Women's Shelter, Panhandle Aids Support Organization, The DPH STD Clinic, and The DPH Disease Intervention Program.
 - The HIV Prevention Program has established various city wide locations for the delivery and distribution of condoms. Locations are chosen based upon information gleaned from the annual community assessment conducted by the program. The locations for condom distribution include:
 - Barber Shops
 - Beauty Shops
 - Local Colleges
 - Churches
 - Drug and Alcohol treatment facilities
 - Individuals such as: Commercial sex workers, homeless, individuals that test and any other person upon request
 - Bars/Clubs
 - STD Clinic
 - Satellite facility (Managed Care Center)
 - A majority of condoms will be distributed in the zip codes with the highest morbidity rates 79101, 79103, 79104, 79106 and 79107.
- Describe how the Contractor will conduct a condom assessment (availability, accessibility, acceptability) and condom distribution plan. If an assessment and plan have already been created, the Contractor must include a description of the process and findings with this application.
 - The HIV Prevention Program and Outreach staff plan to continue to disburse condoms and educational literature during testing and recruitment sessions. This type of encounter will be documented in testing documentation, and placed in the client's chart. Outreach staff will continue to use DSHS approved/provided literature. At a minimum, education provided by HIV Prevention Program staff will include the following basic information about HIV infection and HIV testing:
 - The benefits of testing
 - Behaviors that transmit HIV
 - How HIV can be prevented
 - "Window period" during which HIV infection may not be detected
 - Explain the testing technology to be used
 - Explain to the client when and how HIV test results will be provided
 - Procedure if client has a preliminary positive test or tests positive(introduction of partner services, confirmatory test, linkage to care)

- At times individuals do not wish to participate in a testing session to obtain condoms; therefore, the Outreach Program will distribute a packet of 3-4 condoms and discuss a short prevention message with the individual.
 - The Outreach program has implemented a condom availability questionnaire by utilizing the assessment tool that is recommended by DSHS.
- Provide a list of community partners (e.g. civic, retail, faith-based, social service, etc.) and distribution sites. In addition, describe how the Contractor proposes to address barriers to condom distribution.
 - The HIV Prevention team conducts condom education and distribution on a daily basis to the clients that come in for routine testing and at all special testing events. The Texas Panhandle is a very conservative region, and many associate condom use with birth control instead of safe sex practices. Surveys on condom availability and use are conducted regularly. Condoms are easily available from the Health Department and all Risk Reduction Specialists. Condom Education is conducted by the HIV Prevention Team to its community partners and programs for high risk individuals such as The Haven (a program for abused women), Amarillo Council on Alcohol and Drug Addiction, etc. Barriers to condom use and availability are slowly being eradicated.
 - Describe how condom distribution activities will be linked to other available HIV prevention and treatment services.
 - Condoms are available at all testing events, in the clinic and with several of the community partners.
 - Describe how the contractor will increase condom use among people who are HIV positive and individuals at high risk of acquiring HIV in the three below areas:
 - Condom Availability
 - After conducting a condom availability survey, HIV Outreach staff were able to determine locations for condom distribution that would best reach the targeted population. The number of condom distribution locations were increased as well. Individual business owners were also contacted about product placement in their businesses.
 - Condom Accessibility
 - Outreach staff have distributed condoms to motels and truck stops that are frequented by local commercial sex workers. In addition, condoms have been distributed to adult book stores, strip clubs and movie theaters. Barber and beauty shops have also received condoms for distribution. In addition, the program utilizes homeless street people as gatekeepers to distribute condoms within their community. As an added incentive, our outreach team delivers condoms to those that have no other way of getting them
 - Condom Acceptability
 - The prevention team provides education on the proper safety and use of condoms, as well as the different types of condoms available. Staff utilize training aids to teach and demonstrate condom safety. The team offers our clients options as far as types of condoms and other barriers for safer sex because one size does not fit all. We work with our clients on condom negotiation so that they will be more likely to protect themselves and have a healthy sex life.

FORM G-3: PREVENTION WITH POSITIVE PERSONS WORK PLAN

Prevention with Positive Persons (individual and group level)

1. Service Delivery

- For Contractors implementing individual or group-level Prevention with Positive Persons, describe the specific approaches or interventions that will be used to serve HIV infected individuals. Describe the goals of the activity, such as risk or harm reduction with HIV positive individuals and their partners, medical treatment adherence, reengagement into medical care, treatment preparation, medical adherence, disclosure of status, coping with stigma.
- Describe any tailoring to approaches to be used for individual or group-level Positive Health Prevention, if applicable.
- Describe how the Contractor proposes to recruit and retain HIV positive clients into the proposed intervention. Describe how the intervention will promote maintenance and retention in care.

FORM G-4: COMMUNITY MOBILIZATION AND COORDINATION WORK PLAN

Community Mobilization and Coordination

Service Delivery

- Describe what social determinants of health the contractor will address. Describe how the contractor will address these social determinates of health.
- Describe how the contractor will address one or more of the following spectrums of engagement:
 - Public Awareness
 - Targeted Prevention
 - Full Diagnosis
 - Successful Linkage
 - Support Participation in Care
 - Viral Suppression
- Describe how the Contractor will engage community members in community mobilization. Include proposed activities to determine community need (community assessment).
- All Contractors implementing community mobilization activities must describe how they propose to meet the following requirements:
 - i. Engage clients and community over an extended period of time
 - ii. Address multiple levels of HIV prevention and behavior change (including but not limited to community knowledge, self-efficacy, and attitude)
 - iii. Develop formalized partnerships, network or coalition to create a coordinated approach to HIV prevention
 - iv. Use process and outcome monitoring to support project implementation and improvement.
- Provide an overview of current partnerships and an overview of how partners are recruited; especially those who may not traditionally be involved with HIV prevention efforts.
- Describe how the Contractor proposes to address barriers to community mobilization.
- Describe how community mobilization activities will be integrated into current prevention activities or proposed activities.
- If a Contractor has already engaged their community regarding need, please provide a brief description of the proposed community mobilization project.
- Describe how the Contractor will ensure compliance with DSHS policies including data collection and reporting.
- Describe staffing and/or volunteer structure that will be used to proposed community mobilization activities.
- Describe how the contractor will engage/reach individuals, groups, organizations and other sectors of the population to increase awareness and reduce HIV infection in the community. Include information on each of the below strategies:

- Face to Face interactions (Organizational Meetings, Large Scale Events such as Hip Hop for AIDS, etc.)
- Traditional Marketing /Advertising (Billboards, Radio, PSAs, etc.)
- Social Media/Mobile/Online (Facebook, Twitter, Texting, Website, etc.)

FORM H: JUSTIFICATION FOR REQUEST OF EQUIPMENT PURCHASE

Use one (1) justification form for each item of equipment requested in the detailed equipment budget category. Attach copies of specifications (not older than 30 days from the due date of the renewal application) and/or other pertinent documentation. For computer equipment, complete specifications must be attached. Refer to the Budget Intervention Summary document included as part of the renewal application for the minimum computer specifications.

All applications requesting fund for equipment must complete the following questions. For any Yes/No questions listed below where the contractor answers "NO," please provide a short explanation:

Name of Contractor:

Scope of Work:

Description of Equipment Requested:

(attach additional pages, if necessary and copies of specifications not older than 30 days and/or other pertinent documentation)

- 1) Does the cost include shipping and handling?
- 2) Does the cost include a warranty?
- 3) Does the cost include a maintenance agreement? Describe any special maintenance needs, service contracts, insurance, repair costs, etc. related to the proposed equipment. How will these expenses be supported over time?
- 4) Does the cost include training in the use of equipment?
- 5) Why is the equipment needed? Describe the purpose of the equipment.
- 6) Estimate the expected results of the equipment purchase. Describe who will benefit from the equipment purchase and how.
- 7) How many clients will be served by the equipment?
- 8) What administrative or other activities will be accomplished as a result of the equipment purchase?
- 9) Where will the equipment be located in the facility?
- 10) Who will use the equipment? Is/Are the necessary staff(s) in place to support the proper use of the equipment (e.g. if a van is requested, is funding already in place to support a driver)?
- 11) Will the equipment replace any existing equipment? If so, please justify the replacement of existing equipment.
- 12) Will the equipment be purchased or owned by the administrative agency or by one of the agency's current subcontractors?
- 13) Why is the equipment more appropriate than other alternatives considered or a less expensive piece of equipment? Describe any special or optional features the requested equipment has and why those features are necessary.
- 14) If the equipment is a lease-to-purchase agreement, is a copy of the agreement attached?
- 15) If the equipment is being leased with no option to buy, explain the benefit(s)?

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16) If the lease-to-purchase costs are spread across several funding sources other than DSHS, describe the other funding sources and their percentage of funding.

APPENDIX A: DSHS ASSURANCES AND CERTIFICATIONS

Note: It is not required that the Contractor return the DSHS Assurances and Certifications with the proposal. Some of these Assurances and Certifications may not be applicable to your project. If you have questions, contact the contact person named in this RFP. These assurances and certifications will remain in effect throughout the project period of this solicitation and the term of any contract between Contractor and DSHS.

As the duly authorized representative of the Contractor, my signature on FORM A: FACE PAGE certifies that the Contractor:

1. Is a legal entity legally authorized and in good standing to do business with the State of Texas and has the legal authority to apply for state/federal assistance, and has the institutional, managerial and financial capability and systems (including funds sufficient to pay the non-state/federal share of project costs) to ensure proper planning, management and completion of the project described in this proposal; possesses legal authority to apply for funding; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the filing of the proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the Contractor to act in connection with the proposal and to provide such additional information as may be required;
2. Under Government Code Section 2155.004, is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is incorrect. NOTE: Under Government Code Section 2155.004, a Contractor is ineligible to receive an award under this RFP if the bid includes financial participation with the Contractor by a person who received compensation from DSHS to participate in preparing the specification of RFP on which the bid is based;
3. Has a financial system that identifies the source and application of DSHS funds and program income in a unique set of general ledger account numbers, permits preparation of reports required by the contract, permits the tracing of funds expended and program income, allows for the comparison of actual expenditures to budgeted amounts, and maintains accounting records that are supported by verifiable source documents;
4. Will give (and any parent, affiliate, or subsidiary organization, if such a relationship exists, will give) DSHS, HHSC Office of Inspector General, the Texas State Auditor, the Comptroller General of the United States, and if appropriate, the federal government, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
5. Will not supplant funds (i.e. use funds from a contract awarded as a result of this RFP to replace or substitute existing funding from other sources that also supports the activities that are the subject of the contract), but rather will use funds from the contract to supplement any existing funds currently available for any such activities;

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
7. Will ensure that no officer, employee, or member of the Contractor's governing body or of the Contractor's contractor will vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree;
8. Has not given, offered to give, nor intends to give, at any time hereafter any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, or service to any employee or official of DSHS or HHSC, in connection with this solicitation or procurement; does not have nor will it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under any awarded contract that results from this RFP;
9. Will honor for 90 days after the proposal due date the technical and business terms contained in the proposal;
10. Will initiate the work after receipt of a fully executed contract and will complete it within the contract period;
11. Will not require a client with limited English proficiency to provide or pay for the services of a translator or interpreter;
12. Will identify and document on client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services;
13. Will make every effort to avoid use of any persons under the age of 18 or any family member or friend of a client as an interpreter for essential communications with clients who have limited English proficiency. However, a family member or friend may be used as an interpreter if this is requested by the client and the use of such a person would not compromise the effectiveness of services or violates the client's confidentiality, and the client is advised that a free interpreter is available;
14. Will comply with the Uniform Grant Management Act (UGMA), Texas Government Code, Chapter 783, as amended, and the current Uniform Grant Management Standards (UGMS), issued by the Governor's Budget and Planning Office, applicable Office of Management and Budget Federal Circulars, and if applicable the Federal awarding agency Common Rule and U.S. Department of Health and Human Services Grants Policy Statements, which apply as terms and conditions of any resulting contract. A copy of the UGMS manual and federal references are available upon request;
15. Will remain current in its payment of franchise tax or is exempt from payment of franchise taxes, if applicable;
16. Will comply, if applicable, with Texas Family Code, § 231.006, regarding Child Support, and

certifies that it is not ineligible to receive payment if awarded a contract, and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate;

17. Will comply with the non-discriminatory requirements of Texas Labor Code, Chapter 21, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age;
18. Will not charge a fee or profit. A profit and/or fee are considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program;
19. Will comply with all applicable requirements of all other state/federal laws, executive orders, regulations, and policies governing this program;
20. As the prospective participant, and any of the prospective participant's principals (collectively, participants):
 - A. are not presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; in accordance with 2CFR Parts 376 and 180 (parts A-I), and 45 CFR Part 76 (or comparable federal regulation);
 - B. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state, or local) transaction or contract under a private or public transaction; violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors and bid rigging) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the participant's present responsibility;
 - C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification;
 - D. have not within a 3-year period preceding this proposal/proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - E. has not (nor has its representative nor any person acting for the representative) (1) violated the antitrust laws codified by Chapter 15, Texas Business & Commercial Code, or the federal antitrust laws; or (2) directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

Should the Contractor not be able to provide this certification (by signing the FACE PAGE Form), an explanation should be placed after this form in the proposal response;

The Contractor agrees by submitting this proposal that the Contractor will include, without modification, the certifications in subparagraphs A through E of this paragraph in all lower tier covered transactions (i.e., transactions with sub grantees and/or contractors) and in all solicitations for lower tier covered transactions;

21. Will comply with Title 31, USC §1352, entitled "Limitation on use of appropriated funds to influence certain federal contracting and financial transactions," which generally prohibits

recipients of federal grants and cooperative agreements from using federal (appropriated) funds for lobbying the executive or legislative branches of the federal government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93):

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agent, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," (SF-LLL) in accordance with its instructions. SF-LLL and continuation sheet are available upon request from the Department of State Health Services; and
- C. The language of this certification must be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients must certify and disclose accordingly;

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

- 22. Is in good standing with the Internal Revenue Service on any debt owed;
- 23. Affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication or been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime;
- 24. Is in good standing with all state and/or federal departments or agencies that have a contracting relationship with the Contractor;
- 25. Will comply with all statutes and standards of general applicability. It is Contractor's responsibility to review and comply with all applicable statutes, rules, regulations, executive orders and policies. Contractor will carry out the terms of this Contract in a manner that is in compliance with the provisions set forth below. To the extent such provisions are applicable to Contractor; Contractor will comply with the following:
 - a) The following statutes, rules, regulations and DSHS policies, and any of their subsequent amendments that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities,

age, substance abuse, political belief, or religion: 1) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 U.S.C.A. §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 794(a); 4) the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 U.S.C.A. §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C.A. § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91 or CFR Part 15; 8) Tex. Lab. Code, Ch. 21; 9) Food Stamp Act of 1977 (7 USC §200 et seq); 10) US Department of Labor, Equal Opportunity E.O. 11246, as amended and supplemented; 11) Executive Order 13279 and 45 CFR Part 87 or 7 CFR Part 16 (regarding equal treatment and opportunity for religious organizations; 12) DSHS Policy AA-5018, Non-discrimination Policies and Procedures for DSHS Programs; and 13) any other nondiscrimination provision in specific statutes under which application for federal or state assistance is being made, which prohibits exclusion from or limitation of participation in programs, benefits, or activities, or denial of any aid, care, service or other benefit;

- b) Drug Abuse Office and Treatment Act of 1972, 21 U.S.C.A. §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 U.S.C.A. § 290dd-2, and 42 C.F.R. pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 U.S.C.A. §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 U.S.C.A. § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 U.S.C.A. §§ 6081-6084, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 U.S.C.A. §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), as amended, regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 U.S.C.A. §§ 7321-26, which limits the political activity of employees whose employment, is funded with federal funds;
- i) Fair Labor Standards Act, 29 U.S.C.A. §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 U.S.C.A. §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov't Code Ch. 469 (Supp. 2004), pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Tex. Labor Code, chs. 401-406 28 Tex. Admin. Code pt. 2, regarding compensation for employees' injuries;
- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Ch. 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) Environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq; 6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§ 7401 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of

endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;

p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763 regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 C.F.R. Part 900, Subpart F);

q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;

r) Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements;

s) Assist DSHS in complying the National Historic Preservation Act of 1966, §106 (16 U.S.C. § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.) regarding historic property;

t) Financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;" and

u) Requirements of any other applicable state and federal statutes, executive orders, regulations, rules, and policies.

If this contract is funded by a grant, additional state or federal requirements found in the Notice of Grant Award may be imposed on Contractor;

26. Under §§2155.006 and 2261.053, Government Code, is not ineligible to receive a contract under this RFP and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate. Sections 2155.006 and 2261.053 relate to violations of federal law in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or certain other disasters;
27. Affirms that the statements in these assurances and certifications are true, accurate, and complete (to the best of Contractor's and its authorized representative's knowledge and belief), and agrees to comply with the DSHS terms and conditions if an award is issued as a result of this proposal. Willful provision of false information is a criminal offense. Any person making any false, fictitious, or fraudulent statement may, in addition to other remedies available, be subject to civil penalties.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: City of Amarillo Department of Public Health

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$126,014	\$126,014	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$66,561	\$66,561	\$0	\$0	\$0	\$0
C. Travel	\$8,374	\$921	\$0	\$0	\$7,453	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$23,000	\$0	\$0	\$0	\$23,000	\$0
F. Contractual	\$2,250	\$0	\$0	\$0	\$2,250	\$0
G. Other	\$2,609	\$0	\$0	\$0	\$2,609	\$0
H. Total Direct Costs	\$228,808	\$193,496	\$0	\$0	\$35,312	\$0
I. Indirect Costs	\$16,754	\$16,754	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$245,562	\$210,250	\$0	\$0	\$35,312	\$0
K. Program Income - Projected Earnings	\$0	\$0			\$0	

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).						
	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$126,014	\$126,014	Fringe Benefits	\$66,561	\$66,561
	Travel	\$8,374	\$8,374	Equipment	\$0	\$0
	Supplies	\$23,000	\$23,000	Contractual	\$2,250	\$2,250
	Other	\$2,609	\$2,609	Indirect Costs	\$16,754	\$16,754

TOTAL FOR:	Distribution Totals	\$245,562	Budget Total	\$245,562
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*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

Name of Contractor:City of Amarillo Department of Public Health

Cost Categories	Scope I (Targeted Testing and Linkage to Care)	Scope II (Condom Distribution)	Scope III (N/A)	Total
A. Personnel				
Floyd Anthony, HIV Prevention Program Coordinator	\$25,366.10	\$12,493.90		\$37,860.00
Rhonda McClenton, Linkage to Care Coordinator	\$23,007.80	\$11,332.20		\$34,340.00
Monique Jimenez, HIV Outreach Specialist	\$18,027.69	\$8,879.31		\$26,907.00
Marcus Neros, HIV Outreach Specialist	\$18,027.69	\$8,879.31		\$26,907.00
B. Fringe Benefits				
Health Insurance, life insurance, Medicaid, FICA, TMRS, unemployment, worker's comp-31.37%	\$44,374.00	\$22,187.00		\$66,561.00
C. Travel				

Mileage for Prevention Specialists in service area:									
Training expenses for Prevention Specialists:									
Outreach Conference for 4 staff members: Rental Car					\$614.00	\$307.00			\$921.00
D. Equipment									
E. Supplies									
F. Contractual									
G. Other									
H. Total Direct Costs					\$129,417.28	\$64,078.72			\$193,496.00
I. Indirect Costs					\$11,023.00	\$5,731.00			\$16,754.00
J. Total (Sum of H and I)					\$140,440.28	\$69,809.72			\$210,250.00

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

City of Amarillo Department of Public Health

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs
			Days/Employees	
FCT, CHTC or ARTAS Training x1 staff member	Grant Requirement	TX	2/1	Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				\$0

Total for Conference / Workshop Travel

\$921

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$921

Total Travel Costs:

\$921

Indicate Policy Used:

Respondent's Travel Policy

X

State of Texas Travel Policy

FORM I - 7 Indirect Costs

Legal Name of Respondent:

City of Amarillo Department of Public Health

Total amount of indirect costs allocable to the project:

Amount:

\$16,754

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE: 8.7

BASE:

X

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

Page 2, FORM I - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 1, 2017	Council Priority	Infrastructure Initiative
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Department	Police Department	Contact Person	Rich Gagnon
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Agenda Caption

Award – Cradlepoint In-Vehicle Routers for PD:
Insight Public Sector, Inc. dba Insight Global Finance -- \$167,248.90

The hardware lease will replace 102 Cradlepoint In-Vehicle Routers for the police department.

Agenda Item Summary

This leased hardware replaces all of the in-vehicle routers for the police department. The new routers are faster, have improved features, and come with a 5-year warranty. The City has the option to purchase the hardware for \$1 or renew the lease at the end of the 5-year term.

Requested Action

Approval of award to Insight Public Sector, Inc. dba Insight Global Finance in the amount of \$167,248.90 in the form of annual payments of \$33,449.78 upon execution of a lease agreement. The hardware is being purchased through the U.S. Communities IT Products & Services (#4400006644).

Funding Summary

Funding is available in Police Department account 1610.61100.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 5812 NETWORK HARDWARE -CRADLEPOINT ROUTER LEASE
Opened 4:00 p.m. July 17, 2017

To be awarded as one lot		INSIGHT PUBLIC SECTOR
Line 1 Routers, computer cradlepoint router lease for 102 Police vehicles, per specifications		
5 ea		
Unit Price	\$33,449.780	
Extended Price	167,248.90	
Bid Total	167,248.90	

Award by Vendor 167,248.90

Amarillo City Council

Agenda Transmittal Memo



6

Meeting Date	8-1-17	Council Priority	Normal infrastructure Initiative
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Department	Facilities	Contact Person	Kirk Njus
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Agenda Caption

Award-Contract for removal and replacement of the ceiling and canopy at the Civic Center entrance #3-
Tri-State General Contracting -\$58,576

Agenda Item Summary

This agenda item is for the removal and replacement of the ceiling and track portion of the canopy for
the Civic Center at entrance #3, the damaged occurred during the wind and rain storm on 05/04/2017

Requested Action

Facilities is requesting the approval of Tri-State General Contracting for the amount of \$58,876 to
perform the repairs to the canopy at the Civic Center

Funding Summary

The funding for this project will come from Risk Management's account 63120.71250.

Community Engagement Summary

By repairing the canopy at entrance number 3, it will make the entrance safer for the community along
with present the ability to further inspect the canopy for any unforeseen concerns

Staff Recommendation

The Facilities staff recommends that Tri-State General Contracting be able to proceed with the repair to
the canopy at the Civic Center

Bid No. 5781 Amarillo civic Center Canopy Repair Entrance #3
Opened 4:00 p.m., July 6, 2017

To be awarded as one lot		Tri-State General Contracting	Kelly Wood Company	Panhandle Steel Buildings Inc
Line 1 Furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work covered by this proposal within the time stated, per specifications				
1 ea				
Unit Price	\$58,876.00	\$60,860.00	\$68,984.00	
Extended Price		58,876.00	60,860.00	68,984.00
Bid Total		58,876.00	60,860.00	68,984.00
Award to Vendor		58,876.00		

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 1, 2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Approval of Change Oder #1 – Bid No. 5612, Job # 521634: NE Carson County Wells 664 & 665

Original Contract: \$ 1,908,878.00
Previous Change Orders: \$ 0.00
Current Change Order: \$372,039.06
For a total of change orders \$372,039.06
Revised Contract: \$2,280,917.06

This item approves Change Order # 1 to the contract with L.A. Fuller & Sons for additional work required on the project (JOB # 521634: Construction services for the construction of the electrical portion of the water wells and gate assemblies located in Carson County well field.)

Agenda Item Summary

Change Order #1 adds a pay item for the installation of electrical improvements for the proposed wells (service poles and underground feeder; surge suppressions; 4 space motor control center, soft start/soft stop electronic starter for well motor; heater, exhaust fan and thermostat for well buildings; ground triad and all other electrical devices including conduits, switches and wiring for a fully functional electrical system for both wells); installation of a 14’ gate assembly; deletion of a 14’ gate assembly; and the installation of one 40’ gate assembly; Design changes for the installation of a combination air/vacuum release valve assemblies (Brand: Vent-O-Mat RBX); 2” brass ball valves; 2” insulated dielectric unions (Hart or approved equal); 12” x 12” x 96” precast concrete footing blocks; and step cast into manholes.

Requested Action

Consider and approval of Change Oder #1.

Funding Summary

Funding is from 521634.17400.1050 and will increase the final contract amount.

Amarillo City Council

Agenda Transmittal Memo



Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Change Order #1

Bid No. 5612 NE CARSON COUNTY WELLS 664 & 665: CONSTRUCTION AND INSTALLATION OF A 12" PIPELINE & WELL APPURTENANCES
Opened 4:00 p.m., JANUARY 5, 2017

To be awarded as one lot		L A Fuller & Sons construction LTD		Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
Line 1 Mobilization, per specifications						
1 ls						
Unit Price	\$89,870.700	\$142,751.00	\$175,000.00	\$64,926.000		
Extended Price	89,870.70	142,751.00	175,000.00	64,926.00		
Line 2 12" PVC Water Line, per specifications						
15,051 lf						
Unit Price	\$29.800	\$33.53	\$26.00	\$31.000		
Extended Price	448,519.80	504,660.03	391,326.00	466,581.00		
Line 3 12" PVC Water Line by HDD, per specifications						
1,630 lf						
Unit Price	\$107.750	\$83.72	\$90.00	\$138.000		
Extended Price	175,632.50	136,463.60	146,700.00	224,940.00		
Line 4 12" Gate Valve, per specifications						
2 ea						
Unit Price	\$2,770.000	\$2,441.00	\$2,800.00	\$2,343.500		
Extended Price	5,540.00	4,882.00	5,600.00	4,687.00		
Line 5 Blowoff Assembly, per specifications						
7 ea						
Unit Price	\$4,220.000	\$2,801.14	\$3,400.00	\$4,164.000		
Extended Price	29,540.00	19,607.98	23,800.00	29,148.00		

To be awarded as one lot	L A Fuller & Sons construction		Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
	LTD				
Line 6 Combination air & Vacuum Assembly, per specifications 7 ea					
Unit Price	\$4,022.000	\$4,835.71	\$4,000.00	\$3,417.000	
Extended Price	28,154.00	33,849.97	28,000.00	23,919.00	
Line 7 150 hp Submersible Turbine Pump, Motor & Column Pipe, per specifications 1 ls					
Unit Price	\$74,271.000	\$135,684.00	\$62,000.00	\$103,508.000	
Extended Price	74,271.00	135,684.00	62,000.00	103,508.00	
Line 8 125 hp Submersible Turbine Pump, Motor & Column Pipe, per specifications 1 ls					
Unit Price	\$68,272.000	\$138,167.00	\$56,000.00	\$101,995.000	
Extended Price	68,272.00	138,167.00	56,000.00	101,995.00	
Line 9 Precast concrete Well Building, per specifications 2 ea					
Unit Price	\$17,071.000	\$16,680.00	\$20,000.00	\$20,692.500	
Extended Price	34,142.00	33,360.00	40,000.00	41,385.00	
Line 10 Chain Link Fence and Gates, per specifications 80 lf					
Unit Price	\$118.600	\$53.25	\$60.00	\$106.000	
Extended Price	9,488.00	4,260.00	4,800.00	8,480.00	
Line 11 Wellhead Piping, per specifications 2 ea					
Unit Price	\$21,691.000	\$20,552.50	\$24,000.00	\$18,433.500	
Extended Price	43,382.00	41,105.00	48,000.00	36,867.00	

To be awarded as one lot		L A Fuller & Sons construction		Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
		LTD				
Line 12 Embankment, per specifications						
5,750	cy					
	Unit Price	\$18.200	\$8.63	\$38.00	\$26.700	
	Extended Price	104,650.00	49,622.50	218,500.00	153,525.00	
Line 13 6" Flexible Base, per specifications						
19,563	sy					
	Unit Price	\$14.000	\$9.65	\$22.00	\$27.000	
	Extended Price	273,882.00	188,782.95	430,386.00	528,201.00	
Line 14 Two-pass Seal Coat, per specifications						
19,563	sy					
	Unit Price	\$6.500	\$11.10	\$6.00	\$11.000	
	Extended Price	127,159.50	217,149.30	117,378.00	215,193.00	
Line 15 18" CMP Culvert, per specifications						
2	ea					
	Unit Price	\$937.000	\$2,077.00	\$1,700.00	\$1,857.500	
	Extended Price	1,874.00	4,154.00	3,400.00	3,715.00	
Line 16 Precast Concrete U-culvert per specifications						
1	ls					
	Unit Price	\$147,393.000	\$101,097.00	\$125,000.00	\$130,011.000	
	Extended Price	147,393.00	101,097.00	125,000.00	130,011.00	
Line 17 Concrete Wingwalls, per specifications						
1	ls					
	Unit Price	\$31,625.000	\$62,504.00	\$45,000.00	\$62,579.000	
	Extended Price	31,625.00	62,504.00	45,000.00	62,579.00	

To be awarded as one lot		L A Fuller & Sons construction		Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
		LTD				
Line 18 Metal Beam Guard Fence, per specifications 128 LF						
	Unit Price	\$62.000	\$49.85	\$58.00	\$222.750	
	Extended Price	7,936.00	6,380.80	7,424.00	28,512.00	
Line 19 Single Guardrail Terminal, per specifications 4 ea						
	Unit Price	\$2,635.000	\$2,121.75	\$2,200.00	\$1,468.750	
	Extended Price	10,540.00	8,487.00	8,800.00	5,875.00	
Line 20 5-Strand Barbed Wire Fence, per specifications 1,286 LF						
	Unit Price	\$6.000	\$1.59	\$14.00	\$5.500	
	Extended Price	7,716.00	2,044.74	18,004.00	7,073.00	
Line 21 14' Farm Gate Assembly and Cattle guard, per specifications 6 ea						
	Unit Price	\$8,565.000	\$759.33	\$8,000.00	\$7,646.000	
	Extended Price	51,390.00	4,555.98	48,000.00	45,876.00	
Line 22 Permanent Seeding, per specifications 60,500 sy						
	Unit Price	\$0.600	\$0.42	\$0.15	\$1.050	
	Extended Price	36,300.00	25,410.00	9,075.00	63,525.00	
Line 23 Cover Crop Seeding, per specifications 60,500 sy						
	Unit Price	\$0.250	\$0.00	\$0.50	\$1.200	
	Extended Price	15,125.00	-	30,250.00	72,600.00	

INCLUDED IN LINE22

To be awarded as one lot		L A Fuller & Sons construction		Williams Ditching LLC	Amarillo Utility Contractors	West Texas Utility Contractors
		LTD				
Line 24 Storm Water Pollution Prevention Plan, per specifications						
1	ls					
	Unit Price	\$2,108.000	\$1,591.00	\$1,200.00	\$8,812.000	
	Extended Price	2,108.00	1,591.00	1,200.00	8,812.00	
Line 25 Erosion and Sedimentation control, per specifications						
1	ls					
	Unit Price	\$46,740.000	\$54,585.00	\$35,000.00	\$44,060.000	
	Extended Price	46,740.00	54,585.00	35,000.00	44,060.00	
Line 26 Trench Safety System per specifications						
15,051	lf					
	Unit Price	\$2.500	\$0.37	\$0.25	\$1.500	
	Extended Price	37,627.50	5,568.87	3,762.75	22,576.50	
Bid Total		1,908,878.00	1,926,723.72	2,082,405.75	2,498,569.50	
Award to Vendor		1,908,878.00				
Change Order #1		372,039.06				
		2,280,917.06				

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 1, 2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Award – Professional Services with KSA Engineers, Inc. for Construction Services Management for Hillside Terrace Estates 30" Sewer Replacement Contract 2 (Project No. 521943, RFQ #11-17) in the amount of \$477,500.00

Agenda Item Summary

Award of contract for construction services management to: 1) provide project management services, 2) resident project representative/inspector services, and 3) lab testing for construction materials.

Requested Action

Consider contract for approval and award to KSA Engineers, Inc. - \$ 477,500.00.

Funding Summary

Funding for this project is available in the Project Budget Number 521943.17400.1130

Community Engagement Summary

The professional services have minimal impact on the community. The community engagement process will be an integral part of the construction phase of this project, and the project management team will be involved.

Staff Recommendation

City Staff is recommending approval and award of the contract.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and KSA Engineers, Inc. ("CONSULTANT"). OWNER hereby engages CONSULTANT to perform the following professional services located at Hillside Terrace Estates 30" Sewer Replacement Contract 2, Amarillo, Texas located in Randall County.

OWNER hereby engages CONSULTANT to perform the following professional services (the "Services"): (A) Construction services project manager, (B) Resident project representation, and (C) Construction materials testing.

The Services (the "Scope of Work") are more particularly set forth in the letters dated June 23, 2017, from CONSULTANT and attached as Exhibit "A" to this Agreement and by this reference made a part of the Agreement. CONSULTANT accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit "A" and this Agreement, the terms of this Agreement will govern.

I.

CONSULTANT agrees to accept as payment for the Services \$477,500.00. Fees for professional services will be in accordance with the attached Contract Estimate as detailed in Exhibit "A". Additional services outside the Scope of Work will require prior written approval by OWNER.

II.

CONSULTANT will submit monthly billings based on the evaluation processes of the Services. CONSULTANT'S billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior written authorization by the OWNER. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

CONSULTANT will confer with representatives of OWNER to take such steps as necessary to keep the Services on schedule. OWNER'S representative for purposes of this Agreement shall be Kyle Schniederjan, City Engineer, or his designee. CONSULTANT will begin work on the Services within 5 days after receipt of written notification to proceed from OWNER.

IV.

CONSULTANT agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". CONSULTANT agrees to and does hereby assign the same to OWNER. CONSULTANT will enter into any and all necessary documents to effect such assignment to OWNER. CONSULTANT is entitled to maintain copies of all Work Product that is produced or used in the execution of this Agreement. It is understood that CONSULTANT does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the CONSULTANT'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of CONSULTANT.

V.

CONSULTANT agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by CONSULTANT or its employees and agents shall be used by CONSULTANT or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

CONSULTANT agrees that OWNER or its duly authorized representatives will, until the expiration of 3 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of CONSULTANT involving transactions related to this Agreement, which books, documents, papers, invoices and records CONSULTANT agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of CONSULTANT.

VIII.

CONSULTANT shall furnish at CONSULTANT'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement, unless specifically listed as a reimbursable expense in Exhibit "B".

IX.

If CONSULTANT is requested in writing by OWNER to provide any services outside of the Scope of Services, CONSULTANT and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

CONSULTANT SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISED CONTROL. CONSULTANT SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR CONSULTANT'S NEGLIGENCE AND THAT OF CONSULTANT'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

CONSULTANT will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit "C" and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to CONSULTANT. In addition, CONSULTANT will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, CONSULTANT will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by CONSULTANT under this Agreement does not conform to the Scope of Work, then CONSULTANT will be given 30 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 30 days CONSULTANT has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

CONSULTANT'S address for notice under this Agreement is as follows:

KSA Engineers, Inc.
Attention: Clayton A. Scales, P.E.
Principal
600 South Tyler, Suite 1403
Amarillo, Texas 79101
Telephone: 806-335-1600
E-Mail: cscales@ksaeng.com

OWNER'S address for notice under this Agreement is as follows:

City of Amarillo
Attention: Floyd Hartman
Director of Capital Projects and Development Engineering
808 S. Buchanan Street

Amarillo, Texas 79105-1971
Telephone: (806) 378-9334
Fax: (806) 378-5263
E-Mail: floyd.hartman@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XVIII.

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel. CONSULTANT agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of CONSULTANT be deemed employees of OWNER. CONSULTANT shall be free to contract for similar services to be performed for others while CONSULTANT is under Agreement with OWNER.

XIX.

CONSULTANT will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by program management professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a program management professionals.

XX.

CONSULTANT agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of the Services. CONSULTANT further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans With Disability Act, as amended.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and CONSULTANT hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor CONSULTANT will be obligated or liable to any third party as a result of this Agreement.

XXIII.

CONSULTANT will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and CONSULTANT agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

In no event shall the making by the OWNER of any payment to CONSULTANT constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

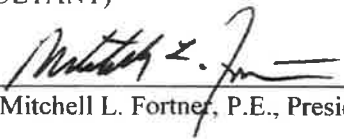
CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Date: _____

KSA Engineers, Inc.
(CONSULTANT)

By: 
Mitchell L. Fortner, P.E., President

Date: 7/5/2017

EXHIBIT A



600 South Tyler Street, Suite 1403
Amarillo, TX 79101
806.335.1600

June 23, 2017

Marco Lopez, P.E.
City of Amarillo
808 S. Buchanan
Amarillo, Texas 79101

Re: Hillside Terrace Estates 30-inch Sewer Replacement
Revised Proposal for Construction Services and Delivery Phase Project Management

Dear Mr. Lopez:

KSA Engineers appreciates the opportunity to present the City of Amarillo with this proposal for construction project management and related services for the referenced project. Our understanding is that the project will generally include:

1. Approximately 8,400 linear feet of 30-inch FRP sanitary sewer line
2. Associated manholes, laterals, surface restoration
3. Abandonment of existing sanitary sewer lines
4. Coordination with franchise utilities

The design engineering firm for the project has been retained by the City of Amarillo to provide construction administration on this project.

KSA will provide services in accordance with the following scope of services.

Project Management during Construction

Tasks to be performed during this work include:

1. Project initiation – Review contract documents to learn project scope
2. Submittals – Regularly review design engineer's log of submittals for timely processing and receipt of submittals needed for upcoming work. This scope does not include review of any submittals.
3. Pay applications – Review contractor's completed quantities, receive and review contractor's monthly pay applications (received from design engineer), approve and forward to City for payment
4. Job site visits – An engineer from KSA will visit the job site an average of once per week.
5. Request clarifications – Request clarifications and interpretations of contract documents from design engineer, convey to contractor and City
6. RFI's – Log contractor's Requests for Information and forward to design engineer for response, distribute response to contractor
7. Change orders – Review design engineer's recommended change orders, recommend approval by City
8. Monthly status reports – Prepare monthly reports for the City including
 - a. Budget tracking
 - b. Comparison of construction progress versus schedule including actions taken to address critical path issues
 - c. Change order summary and recommendations
 - d. Review of quality of workmanship including actions taken to address deficient items
 - e. Upcoming critical path issues

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9. Monthly project meetings – attend meetings (agenda and minutes to be prepared by design engineer)
10. Daily reports – Compile daily RPR reports and forward to City weekly. Reports will be prepared and transmitted electronically.
11. Substantial and final completion walkthroughs – Attend and participate in site visits to observe construction progress and document deficiencies, prepare a punchlist for each walkthrough (design engineer will make recommendations to the City regarding acceptance of the completed work)
12. Contract closeout – Recommend release of retainage, receive record drawings and other closeout documents from the contractor and design engineer
13. Warranty work – Coordinate work required of contractor during warranty period

KSA will report to the City whenever KSA or its Resident Project Representative (RPR) believes that any part of the contractor's work in progress will not produce a completed project that conforms generally to the contract documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the City of that part of work in progress that KSA believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

KSA will reject work if, on the basis of KSA's observations, KSA believes that such work (a) is defective under the standards set forth in the contract documents, (b) will not produce a completed project that conforms to the contract documents, or (c) will imperil the integrity of the design concept of the completed project as a functioning whole as indicated by the contract documents.

KSA and its subconsultants will not exercise any control over any of the contractor's means and methods and safety will be the sole responsibility of the contractor.

Construction Materials Testing

KSA will provide the services of a subconsultant to provide construction materials testing. Testing will be performed in accordance with standards as required in the contract documents. Where standards are not prescribed in the contract documents, standards from testing societies will be used.

A quantity of tests was estimated based on common rates and the quantities included in the contract documents. The actual number of tests performed will be used for the purposes of billing. The budget amount in this proposal will not be exceeded without prior written approval of the City. With approval of the City, testing rates may be adjusted during construction based on the contractor's workmanship.

Resident Project Representative

KSA shall furnish a RPR to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of contractor's work in progress and field checks of materials and equipment, KSA shall endeavor to provide further protection for City against defects and deficiencies in the work. However, KSA shall not, during such RPR field checks or as a result of such RPR observations of contractor's work in progress, supervise, direct, or have control over contractor's work, nor shall KSA (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with laws and regulations applicable to such contractor's performing and furnishing of its work. KSA (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The duties and responsibilities of the RPR are as follows:

General: RPR is KSA's representative at the site, will act as directed by and under the supervision of KSA, and will confer with KSA regarding RPR's actions. RPR's dealings in matters pertaining to the contractor's work in progress

shall in general be with KSA and the contractor. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. RPR shall generally communicate with the City only with the knowledge of and under the direction of KSA.

Schedules: Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult with KSA concerning acceptability.

Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.

Liaison: Serve as KSA's liaison with contractor. Working principally through contractor's authorized representative or designee, assist in providing information regarding the intent of the contract documents.

Assist KSA in serving as City's liaison with Contractor.

Assist in obtaining from City additional details or information, when required for proper execution of the work.

Shop Drawings and Samples:

Advise contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal for which RPR believes that the submittal has not been approved by the design engineer.

Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report such suggestions, together with RPR's recommendations, to KSA. Transmit to contractor in writing decisions as issued by the design engineer.

Review of Work and Rejection of Defective Work:

Conduct on-site observations of contractor's work in progress to assist KSA in determining if the work is in general proceeding in accordance with the contract documents.

Report to KSA whenever RPR believes that any part of contractor's work in progress will not produce a completed project that conforms generally to the contract documents or will imperil the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise KSA of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Inspections, Tests, and System Start-ups:

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City personnel, and that contractor maintains adequate records thereof.

Observe, record, and report to KSA appropriate details relative to the test procedures and systems start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to KSA.

Quality Assurance Testing: Schedule construction materials testing efforts

Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, design engineer's clarifications and interpretations of the contract documents, progress reports, shop drawing and sample submittals received from and delivered to contractor, and other project-related documents.

Prepare a daily report or keep a diary or log book, recording contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily

activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to KSA.

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

Maintain records for use in preparing project documentation.

Reports:

Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

Immediately notify KSA of the occurrence of any site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any constituent of concern.

Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to KSA, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Certificates, Operation and Maintenance Manuals: During the course of the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the contract documents to be assembled and furnished by the contractor are applicable to the items actually installed and in accordance with the contract documents, and have these documents delivered to KSA for review and forwarding to City prior to payment for that part of the work.

Completion:

Participate in visits to the project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Participate in a final visit to the Project in the company of KSA, City, design engineer, and contractor.

Observe whether all items on the final list have been completed or corrected and make recommendations to KSA concerning acceptance.

Resident Project Representative shall not:

Authorize any deviation from the contract documents or substitution of materials or equipment (including "or-equal" items).

Exceed limitations of KSA's authority as set forth in this agreement.

Undertake any of the responsibilities of design engineer, contractor, subcontractors or suppliers.

Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of contractor's work.

Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of City or contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by KSA.

Authorize Owner to occupy the Project in whole or in part.

Schedule and Fee

We would propose the following schedule and fees for the services included in this scope:

<u>Task</u>	<u>Fee</u>	<u>Fee Type</u>
Construction Project Management	\$185,000	Lump Sum
Construction Materials Testing (outside consultant)	\$108,000	2017 Schedule of Hourly Fees ¹
Resident Project Representative (outside consultant)	\$172,500	2017 Schedule of Hourly Fees ^{1,2}
Work During Warranty Period	\$12,000	2017 Schedule of Hourly Fees ¹
	\$477,500	

¹ Fees shown are only estimates and not a guaranteed maximum price. Rates will be in accordance with the attached Schedule.

² RPR budget is based on an estimate of 2,400 hours.

Services will proceed in accordance with the construction progress. Construction contract time is anticipated to be 360 calendar days. Additional time required for construction may necessitate additional services.

Closing

We would like to thank you again for the opportunity to provide this proposal for engineering and related services. Once you have reviewed it, please contact me with any questions or concerns you may have. If the terms proposed are acceptable, please prepare a contract using the City's standard agreement for KSA's review and execution.

Sincerely,

Clayton A. Scales, P.E.
Digitally signed by Clayton A. Scales, P.E.
Date: 2017.06.23 15:02:36 -05'00'

Clayton A. Scales, P.E.
Principal

C: Sysavath Sysombath, P.E.



2017 SCHEDULE OF HOURLY FEES

Principal	\$215.00/hour
Senior Environmental Planner	\$210.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Urban Design Planner	\$175.00/hour
Development Services Manager	\$175.00/hour
Electrical Engineer	\$175.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$175.00/hour
Project Manager	\$145.00/hour
Senior Project Engineer	\$140.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$100.00/hour
Senior Project Architect	\$140.00/hour
Project Architect	\$120.00/hour
Design Architect	\$100.00/hour
GIS Specialist	\$135.00/hour
Senior Engineering Technician	\$110.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$ 90.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 75.00/hour
Project Assistant	\$ 75.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 80.00/hour
Senior Project Representative - After Hours	\$100.00/hour
Project Representative	\$ 75.00/hour
Project Representative - After Hours	\$ 95.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Four-Man Survey Crew	\$160.00/hour
Three-Man Survey Crew	\$145.00/hour
Two-Man Survey Crew	\$125.00/hour
Registered Surveyor	\$125.00/hour
Senior Survey Technician	\$100.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Air Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

Lopez, Marco

From: Clayton Scales P.E. [cscscales@ksaeng.com]
Sent: Wednesday, June 28, 2017 9:07 AM
To: Lopez, Marco
Cc: Sysombath, CC; Thomas, Matthew; Zaharia, Jackson
Subject: RE: Sample Professional Services Agreement

Sorry I did not clarify that Marco. The hourly rates shown on the fee schedule are for KSA employees. Since we are proposing a subconsultant for observation on this project, we were able to work out a little bit lower rate than we could even do it in-house. Including KSA's markup, the RPR rate with the subconsultant we are planning on is about \$71.88/hour (flat rate, no extra charge for overtime/weekends). If KSA needs to bring in one of our employees for some reason (vacation, extended sickness, etc), that would be at our hourly rates but we anticipate the sub doing essentially all of the observation.

Hope that clears it up. If you have any more questions, just let me know.

Clayton A. Scales, P.E. | Principal
KSA | www.ksaeng.com
Main: 806.335.1600 ext. 2401 | Cell: 806.282.0303 | Fax: 806.335.1602
cscscales@ksaeng.com

From: Lopez, Marco [<mailto:Marco.Lopez@amarillo.gov>]
Sent: Wednesday, June 28, 2017 9:00 AM
To: Clayton Scales P.E. <cscscales@ksaeng.com>
Cc: Sysombath, CC <Sysavath.Sysombath@amarillo.gov>; Thomas, Matthew <Matthew.Thomas@amarillo.gov>; Zaharia, Jackson <Jackson.Zaharia@amarillo.gov>
Subject: RE: Sample Professional Services Agreement

Good morning, Clayton. Some quick math was performed during review. Note No. 2 on Page 5 under the fee table, it states that the RPR budget is based on an estimate of 2,400 hours. When the RPR fee is divided by 2,400 hrs, the result is less than the lowest RPR hourly rate (Project Rep for \$75/hr).

The following situation is something we want to avoid, to prevent any future misunderstandings: we use the entire RPR fee, but we don't get close to the stated 2,400 hours.

We'll appreciate any clarification and your feedback.



808 S. Buchanan St.
P.O. Box 1971
Amarillo, TX 79105-1971
Ofc. (806) 378-9307
Fax. (806) 378-4278
<http://amarillo.gov>

Marco Lopez, P.E.
Civil Engineer
marco.lopez@amarillo.gov

From: Clayton Scales P.E. [<mailto:cscscales@ksaeng.com>]
Sent: Tuesday, June 27, 2017 1:33 PM
To: Sysombath, CC
Cc: Lopez, Marco
Subject: RE: Sample Professional Services Agreement

Exhibit "C"

**CERTIFICATE OF INSURANCE REQUIREMENTS
CITY OF AMARILLO, TEXAS**

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER’S COMPENSATION - Coverage A	Statutory

NOTES:
Worker’s Compensation Insurance shall include a
Waiver of Subrogation in favor of the City of Amarillo

EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

COMMERCIAL GENERAL LIABILITY:	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

- NOTE:
- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
 - 2) Contractual liability coverage cannot be excluded.
 - 3) Contractor will assume all liability for independent subcontractors.
 - 4) Coverage must include the CITY of Amarillo as an Additional Insured for all work performed for or on behalf of the CITY.

AUTOMOBILE LIABILITY:	
Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

- NOTE:
- 1) Coverage must include all owned, hired, and non-owned vehicles.
 - 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

**OWNER-CONTRACTOR PROTECTIVE POLICY FOR WATER, SEWER, STORMSEWER OR
PROJECTS WITH OVERHEAD CONSTRUCTION**

Each Occurrence	\$500,000
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In the event of any material change, non-renewal, or cancellation of any policy, contractor’s insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the CITY of Amarillo for such changes or cancellation.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 1, 2017	Council Priority	Infrastructure Initiative
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Department	C P & D Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Award of Contract Job 530001 BID # RFQ-13-17 FY 2017-2021 Community Investment Program Agreement for Engineering Services in the amount of \$230,400.00 for Reynolds Engineering Associates, Inc. to perform electrical engineering services in connection with the design of 24th St. Pump Station Switch Gear Replacement.

Agenda Item Summary

Award of Contract – Agreement for Engineering Services is for professional engineering services to include all meetings, coordination, and all items necessary to perform electrical engineering services in connection with the design of 24th St. Pump Station Switch Gear Replacement per the City of Amarillo requirements.

Requested Action

Consider and approval of Agreement for Engineering Services

Funding Summary

Funding for this project is provided by the FY 2017-2021 Community Investment Program with bond funding, which is available in the Project Budget Account 530001.17400.2040

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

SSS 7/12/17

AGREEMENT FOR ENGINEERING SERVICES

Project # 530001

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Reynolds Engineering Associates, Inc. ("ENGINEER").

OWNER hereby engages ENGINEER to perform electrical engineering services in connection with the design of 24th St. Pump Station Switchgear Replacement in Amarillo, Texas. ("Project")

The Scope of Work is more particularly set forth in the letter dated July 07, 2017 from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER's letter dated July 07, 2017 and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not to exceed fee of \$230,400.00 inclusive of expenses and based on the hourly rates set forth in ENGINEER's letter date July 07, 2017 attached hereto.

II.

ENGINEER will submit monthly billings to OWNER for payment. ENGINEER's billings will be in writing and of sufficient detail to fully identify the amount of work/driving performed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be David Mullins or their designee. ENGINEER will begin work on the Project upon execution of this Agreement by OWNER and shall complete the Project in a timely manner.

IV.

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. ENGINEER will enter into any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of ENGINEER.

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII.

ENGINEER shall furnish at ENGINEER'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If ENGINEER is requested in writing by OWNER to provide any additional or out of scope services ENGINEER and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERSISED CONTROL.

XI.

ENGINEER will provide **Liability** insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of not less than \$500,000.00 per claim.

XII.

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

ENGINEER'S address for notice under this Agreement is as follows:

Reynolds Engineering Associates, Inc.
Attention: Parman E. Reynolds, P.E.
3505 Olsen Blvd., Suite 222
Amarillo, Texas 79109
Telephone: 806.353.2423
Email: parman@engineeringamarillo.com

OWNER'S address for notice under this Agreement is as follows:

City of Amarillo, Texas
Attn: David Mullins
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9306
Email: david.mullins@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Amarillo City Commission of sufficient, reasonably available funds.

XVIII.

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of ENGINEER be deemed employees of

OWNER. ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with OWNER.

XIX.

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX.

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this PROJECT. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans with Disability Act, as amended.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII.

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

In no event shall the making by the OWNER of any payment to ENGINEER constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

City of Amarillo
(OWNER)

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Date: _____

REYNOLDS Engineering,

(ENGINEER)

By: _____
(name of officer)

Date: 7/7/2017

CERTIFICATE OF INSURANCE REQUIREMENTS

REYNOLDS ENGINEERING ASSOCIATES, INC.
Electrical Engineers & Consultants

Street Address: 3505 Olsen Blvd., Suite 222, Amarillo, TX 79109
Mailing Address: PO Box 10168, Amarillo, TX 79116-0168
Phone: 806.353.2423 Fax: 806.353.2465 e-mail: parman@engineeringamarillo.com
Firm Engineering Registrations: Texas F-497; Oklahoma CA 4089 PE

July 6, 2017

Mr. David Mullins
Senior Project Coordinator
City of Amarillo
PO Box 1971
Amarillo, TX 79105-1971

RE: Electrical engineering services
NE 24th Pump Station Replacement Switchgear

Dear David:

I appreciate this opportunity to provide you and the City with a proposal to provide electrical engineering services for the replacement and voltage conversion of the existing NE 24th Pump Station switchgear, along with associated mechanical and structural work. My estimated scope of work is based on a field trip and our associated discussions.

We intend to design electrical, structural and mechanical systems based on the following scope and sequence of work:

- Provide temporary 2.4KV service to existing VFD feeding motor #2 and station lighting and power service.
- Remove the existing 2.4KV motor control switchgear, wiring, and synchronous motors #1 and #3.
- Remove existing west synchronous motor starter and deliver to the City.
- Arrange to have Xcel set a new padmounted 480V transformer for new building service.
- Provide a new exterior main automatic transfer switch for the entire facility, and install new 480V service to the building's new switchgear.
- Replace existing synchronous motors #1 and #3 with new 460V induction motors (pumps to remain).
- New 480V switchgear, including switchgear-mounted variable frequency drives (VFDs) for the three new motors.
- Power and control wiring to the new motors.
- Roof-mounted HVAC gas heating/electric cooling units for the pump room and the office.
- Replace existing unit heaters with new heaters as backup emergency heating for the roof units.
- 480V feeds to interior HVAC loads, lighting, and miscellaneous station power (welding outlets, etc.).
- Station interior transformer for 120/208V power to re-feed station power, receptacles, new unit heaters, SCADA system, motorized valves, and related loads.
- Replace existing lighting in the pump room and office with new LED lighting and associated controls that meet current energy code requirements.
- Provide additional exterior site lighting (pole or wall mounted as directed) and associated controls.
- Replace existing synchronous motor #2 with new 460V induction motor (pump to remain), feed new motor.
- Remove 2.4KV Eaton VFD for original motor #2 and deliver to City.
- Remove temporary 2.4KV feed from the original Xcel substation.

- Arrange with Xcel for removal of substation structure and substation transformer, and removal overhead power lines on the east and north side of the station.
- Add alternate for a backup generator sized to power one large motor plus heating-only loads and station power and lighting.

The current budget for the project is \$2.079 million. Based on the foregoing, I anticipate the following general scopes of work:

Scope of our electrical engineering services:

1. Coordinate with City personnel.
2. Preliminary design and cost estimate.
3. Utility contacts.
4. Electrical design work, including:
 - a. Design in accordance with the 2014 or 2017 National Electrical Code (as directed).
 - b. Provide new electrical service to automatic transfer switch from new utility padmounted transformer.
 - c. Design and specify motor control switchgear to replace existing.
 - d. Design layout of switchgear in pump room, considering sequencing of replacing existing equipment and minimum Code clearances.
 - e. Design feeds to new motors.
 - f. Design new station power feeds, step-down transformer, panelboards and branch circuits.
 - g. Calculations, design, wiring and controls for replacement pump room lighting and exterior site lighting.
 - h. Calculate motor and feeder voltage drops and adjust sizing as needed.
 - i. Design lighting, power and receptacle circuits to replace existing to be removed.
 - j. Provide power plans, lighting plan, one-line electrical diagram, panel schedule, lighting fixture schedule, legend, and related drawing information.
 - k. Calculate system fault current levels and specify appropriate equipment interrupting capacity ratings.
 - l. Provide ground fault trip protection as per NEC requirements.
 - m. Provide additional arc flash reduction methodologies, such as switchgear "maintenance switch," remote handle motor operators, flash detection technology, etc. as per discussions with City.
 - n. Provide electrical technical specifications.
 - o. Specify three brands of equipment, where available.
 - p. Add alternates:
 - 1) Alternate #1: Design standby diesel generator, including wiring, housing, fuel tank, structural pad, and generator enclosure power, lighting and water jacket heating circuits, sized to power one 700HP pump motor plus station power. A remote generator annunciator would be installed inside the pump building.
 - 2) Alternate #2: Design standby diesel generator, including wiring, housing, fuel tank, structural pad, and generator enclosure power, lighting and water jacket heating circuits, to serve the entire facility with all motors running. A remote generator annunciator would be installed inside the pump building.
 - q. Structural engineering expenses for design of HVAC equipment roof curbs and analysis of existing roof structure.
 - r. Mechanical engineering expenses for design of HVAC units and heaters, and for associated mechanical technical specifications.
 - s. Drafting, including drawings produced in AutoCAD format plotted on reproducible bond in 24" X 36" format.
5. Progress drawings for City reviews.
6. Provide assistance to City Purchasing with bid format, scope of work description for advertising, etc.

7. Provide electrical bid addenda and attend pre-bid meeting.
8. Assistance in evaluating bids.
9. Attend pre-construction meeting (to be held at City facilities).
10. Approve electrical contractor's submittals.
11. Prepare electrical change orders during construction (as needed) and provide assistance to interpret the electrical contract documents.
12. Assist City personnel regarding questions and comments during construction.
13. Minimum of three construction progress site visits.
14. Approval of electrical pay requests.
15. Final inspection and punch list.
16. Travel to the site, local meals, local phone calls, and long-distance phone calls are included in the fixed fee. Express mail charges, and out-of-town travel and associated per-diem and similar expenses are considered reimbursable expenses.
17. CD documentation for the as-built design drawings in .dwg or .dxf format, and pdf files.

The following work is not included within the present scope:

1. Equipment takeoffs, quantity lists or material lists for the contractor's use.
2. Detailed switchgear control drawings (to be provided with switchgear), unless similar to other City pumping station projects.
3. A change in the present scope of work that entails redesign of a previously completed design (absent standard progress changes).
4. Redesign and redrawing of the project, if required by the City, to rebid, revise, or otherwise change the project to reduce construction costs.

The responsibilities of the City include:

1. Directions to the Engineer as to the general scope of work required.
2. Provide the Engineer with existing building and area documentation, where available and as needed, including site plans, utility locations, etc.
3. Provide "boiler-plate" general conditions and general contract bid documents.
4. Programming of existing PLC/SCADA systems to enable automatic starting and valve sequences of new motors.
5. Pay for printing of contract documents, assimilation, and distribution of bidding documents to contractors and suppliers.
6. Provide the Engineer with one set of full contract documents.
7. Advertising and award of contract.
8. General project contract administration.

Based on the above-delineated scope of work, I propose a flat fee of \$230,400.00 for engineering services for this project.

If a factory trip is required for on-site submittal drawing approval or related work for expediting equipment shipment, cost would be billed on a time and material basis with rates stated below. Any associated trip, plus anticipated expenses, would be agreed to prior to proceeding.

Any additional work required outside of this scope of work will be as outlined above, or as mutually agreed upon for additional items, and billed on the following hourly rate schedule:

Engineer's time:	\$ 135/hr.
Drafting time:	\$ 60/hr.
Mileage rate:	\$0.55/mile
Reimbursables:	Cost + 10%

Invoices will be due net 30 days and submitted based on design and construction progress at no less than 30 day intervals, or at other periods as mutually agreed to be acceptable. Payments not received after the due date will incur interest charges, at statutory rates, on late amounts.

It is my understanding that the City will provide a subsequent written Letter of Agreement or Contract for Engineering Services, of scope and content acceptable to both parties, with this proposal referenced therein.



Date: 7/6/2017

Parman E. Reynolds, P.E., President

CITY OF AMARILLO, TEXAS

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the owner. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER'S COMPENSATION - Coverage A Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the City of Amarillo	Statutory
EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000
COMMERCIAL GENERAL LIABILITY:	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

In the event of any material change, non-renewal, or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the City of Amarillo for such changes or cancellation.

Amarillo City Council

Agenda Transmittal Memo



10

Meeting Date	August 1, 2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Award – Project No. 523058 – 30" Water Main Extension in 34th Ave & CR 34 from Soncy Tank to Helium Road – West Texas Utility Contractors, Inc. - \$ 753,450.00

This item is to approve the contract for construction services for West Texas Utility Contractors, Inc. to install a new, 30" water main.

Agenda Item Summary

Award of contract for construction services to install a new, 30-inch water main water with corresponding appurtenances.

Requested Action

Consider contract for approval and award to West Texas Utility Contractors, Inc. - \$ 753,450.00

Funding Summary

Funding for this project is available in the Project Budget Number 523058.17400.1040

Community Engagement Summary

This project will have Level 1, modest impact to the surrounding businesses. There are no residential neighborhoods adjacent to the project area. City staff will update the public with press releases before and during the project. A public meeting will be held prior to construction.

Staff Recommendation

City Staff is recommending approval and award of the contract.

To be awarded by line item	West Texas Utility Contractors	LA Fuller and Sons Construction LTD	Amarillo Utility Contractors	J & H Services Inc	Condle Construction Co Inc	Williams Ditching LLC	Spless Construction Inc	St Louis Construction of Texas Ltd
Line 1 Mobilization/Demobilization including insurance, payment bond, 1 ls Unit Price Extended Price	\$23,207.000 23,207.00	\$28,320.92 28,320.92	\$8,000.000 8,000.00	\$20,000.00 20,000.00	\$40,000.00 40,000.00	\$41,400.000 41,400.00	\$45,000.00 45,000.00	\$25,000.00 25,000.00
Line 2 Furnish, install and maintain Trench Safety System complying with 3,980 lf Unit Price Extended Price	\$0.900 3,582.00	\$1.10 4,378.00	\$1.000 3,980.00	\$2.75 10,945.00	\$1.00 3,980.00	\$0.950 3,781.00	\$1.00 3,980.00	\$0.01 39.80
Line 3 Furnish and install thirty (30") inch water pipe, per specifications 3,840 lf Unit Price Extended Price	\$109.000 418,560.00	\$109.50 420,480.00	\$116.000 445,440.00	\$120.48 462,643.20	\$119.00 456,960.00	\$138.220 530,764.80	\$189.00 725,760.00	\$226.00 867,840.00
Line 4 Furnish and install thirty (30") horizontal gate valve , per specifications 3 ea Unit Price Extended Price	\$38,229.000 114,687.00	\$37,121.00 111,363.00	\$35,200.000 105,600.00	\$34,430.00 103,290.00	\$33,000.00 99,000.00	\$39,449.670 118,349.01	\$29,000.00 87,000.00	\$35,600.00 106,800.00
Line 5 Furnish and install twenty (20") inch water pipe, per specifications 20 lf Unit Price Extended Price	\$53.850 1,077.00	\$61.70 1,234.00	\$540.000 10,800.00	\$70.00 1,400.00	\$95.00 1,900.00	\$45.800 916.00	\$100.00 2,000.00	\$150.00 3,000.00
Line 6 Furnish and install twenty (20") horizontal gate valve, per specifications 1 ea Unit Price Extended Price	\$17,309.000 17,309.00	\$13,911.00 13,911.00	\$16,500.000 16,500.00	\$13,680.00 13,680.00	\$16,000.00 16,000.00	\$14,686.000 14,686.00	\$15,000.00 15,000.00	\$18,000.00 18,000.00
Line 7 Tie into existing 20" water pipe 1 ea Unit Price Extended Price	\$13,251.000 13,251.00	\$11,542.00 11,542.00	\$18,900.000 18,900.00	\$4,405.00 4,405.00	\$8,000.00 8,000.00	\$24,200.000 24,200.00	\$16,000.00 16,000.00	\$13,800.00 13,800.00
Line 8 Furnish and install six (6") inch C900 water pipe, open cut, per 100 lf Unit Price Extended Price	\$18.360 1,836.00	\$12.60 1,260.00	\$80.000 8,000.00	\$19.75 1,975.00	\$50.00 5,000.00	\$28.850 2,885.00	\$50.00 5,000.00	\$97.00 9,700.00

To be awarded by line item	West Texas Utility Contractors	LA Fuller and Sons Construction LTD	Amarillo Utility Contractors	J & H Services Inc	Condie Construction Co Inc	Williams Ditching LLC	Spieess Construction Inc	SJ Loulis Construction of Texas Ltd
Line 17 Furnish and install flowable fill, per specifications								
1 ls								
Unit Price	\$17,487.000	\$32,383.00	\$19,000.000	\$44,800.00	\$17,500.00	\$38,573.000	\$12,000.00	\$56,000.00
Extended Price	17,487.00	32,383.00	19,000.00	44,800.00	17,500.00	38,573.00	12,000.00	56,000.00
Line 18 Furnish and install two inch (2") service tap, per specifications								
3 ea								
Unit Price	\$2,045.000	\$1,800.00	\$2,200.000	\$2,090.00	\$1,450.00	\$2,281.000	\$1,000.00	\$1,800.00
Extended Price	6,135.00	5,400.00	6,600.00	6,270.00	4,350.00	6,843.00	3,000.00	5,400.00
Line 19 Furnish and install 2" air release valve including all appurtenances, per								
1 ea								
Unit Price	\$7,950.000	\$6,722.00	\$10,300.000	\$6,400.00	\$8,100.00	\$8,532.000	\$7,500.00	\$14,400.00
Extended Price	7,950.00	6,722.00	10,300.00	6,400.00	8,100.00	8,532.00	7,500.00	14,400.00
Line 20 Furnish, install and maintain temporary erosion, sediment, and water								
1 ls								
Unit Price	\$635.000	\$9,638.00	\$5,200.000	\$6,875.00	\$7,500.00	\$1,815.000	\$5,000.00	\$15,000.00
Extended Price	635.00	9,638.00	5,200.00	6,875.00	7,500.00	1,815.00	5,000.00	15,000.00
Line 21 Furnish, Install and maintain Traffic Safety and Control System,								
1 ls								
Unit Price	\$13,573.000	\$25,039.00	\$8,000.000	\$5,500.00	\$5,000.00	\$18,868.000	\$15,000.00	\$8,000.00
Extended Price	13,573.00	25,039.00	8,000.00	5,500.00	5,000.00	18,868.00	15,000.00	8,000.00
Line 22 Furnish and install 30" mega lug restraint or approved equal, per								
1 ea								
Unit Price	\$883.000	\$847.00	\$1,125.880	\$995.00	\$1,100.00	\$1,089.000	\$800.00	\$4,000.00
Extended Price	883.00	847.00	1,125.88	995.00	1,100.00	1,089.00	800.00	4,000.00
Bid Total	753,450.00	807,219.00	810,975.88	855,116.30	866,010.00	960,747.22	1,049,395.00	1,284,152.80
Award to Vendor	753,450.00							

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	08/01/2017	Council Priority	Long-term Plan for Infrastructure Initiative
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Department	1415 Capital Projects & Development Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Approve Amendment No 2 to Agreement for Professional Services with Brandt Engineers Group, Ltd. to include Resident Project Representative (RPR) in scope of services. Increase in Agreement of \$245,100.00.

Agenda Item Summary

The Agreement for Professional Services, associated with RFQ 03-16 and approved by City Council on February 23, 2016, is to provide Design, Bidding, Construction, and Closeout Phase services for the relocation of water and sewer utilities in the vicinity of the I-27/Loop 335 highway construction project. Staff is recommending the addition of RPR services, which was described in the original scope, but not funded. The result is an increase of \$245,100.00, from the previously amended amount of \$426,180.00 to the amended amount of \$671,280.00

Requested Action

Consider approval of the amendment to the engineering services contract.

Funding Summary

Funding is provided in Job 530019 and 530020

Community Engagement Summary

The increase in professional services has minimal impact on the community. However, the community engagement process will be an integral part of the construction phase of this project, and the engineer will be involved in it.

Staff Recommendation

City staff is recommending approval of the amendment.

**AMENDMENT NO. 2
TO AGREEMENT FOR ENGINEERING SERVICES
BETWEEN CITY OF AMARILLO
AND BRANDT ENGINEERS GROUP, LTD.**

The City of Amarillo ("OWNER") and Brandt Engineers Group, Ltd. ("ENGINEER") entered into an Agreement for Professional Services dated February 8, 2016 and amended January 26, 2017 (the "Agreement"). Under the Agreement, OWNER engaged ENGINEER to perform the following professional services in connection with the relocation and adjustment of OWNER'S water and sewer utilities in the vicinity of the I-27/Loop 335 interchange from Bell Street to Coulter Road located in Randall County, Texas.

Pursuant to Section XXI of the Agreement, the parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, OWNER and ENGINEER hereby agree to amend the Agreement as follows:

1. Section I of the Agreement is amended to read as follows:

ENGINEER agrees to accept as payment for all Phases a lump sum fee not to exceed \$671,280.00, inclusive of expenses. The fee is broken down by Phase in Attachment D to the Agreement.

2. Attachment D to the Agreement ("Lump Sum Fee Distribution to the Engineer") is amended to read as follows:

**ATTACHMENT D
LUMP SUM FEE DISTRIBUTION TO THE ENGINEER**

Subject to the provisions of this Agreement the lump sum fee for Basic Services shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

Phase	Fee	Percentage
Preliminary Design	\$223,010.00	33.22%
Final Design	\$121,520.00	18.10%
Bidding	\$21,910.00	3.26%
Construction	\$54,090.00	8.06%
Closeout	\$5,650.00	0.84%
RPR	\$245,100.00	36.51%
TOTAL	\$671,280.00	100.0%

RPR services will be dependent upon construction time, weather conditions, number of contractors and subcontractors on the job site, hours of operation per day, the quality of the construction contractor, and other factors. For estimating purposes, the construction time could be 57 weeks. Based on work for 57 weeks, the RPR services will be at a budget cost not to exceed \$245,100.00.

2. Except as herein modified, all terms, conditions and provisions of the Agreement shall remain in force and effect and are hereby confirmed and ratified by OWNER and ENGINEER.

EXECUTED by the parties as of the date shown below, to be effective upon execution of the OWNER.

ENGINEER:

Brandt Engineers Group, Ltd., a
Texas limited partnership

By: Mary Ellen Brandt
Mary Ellen Brandt, President

OWNER:

City of Amarillo, a Texas municipal
corporation

By: _____
Bob Cowell, Deputy City
Manager

Memo

RECEIVED

JUL 19 2017

CITY SECRETARY'S
CITY OF AMARILLO

To: Bob Cowell, Deputy City Manager

Thru: Floyd Hartman, Assistant Director of Utilities *F.H. 7/17/17*

From: Jackson Zaharia, P.E., Assistant City Engineer *JZ 07-14-17*

Date: 07/14/2017

Re: Amendment No 2 to Agreement for Professional Services, Utility Relocations SL335 from Bell St to Coulter St.

I am recommending the approval of an Amendment to Agreement for Professional Services. The Agreement for Professional Services, approved by City Council on February 23, 2016, is to provide Design, Bidding, Construction, and Closeout Phase services for the relocation of water and sewer utilities in the vicinity of SL335 from Bell St to Coulter St.

As a result of the upcoming TxDOT highway construction project on SL335 Hollywood Road, the City of Amarillo is required to relocate its utilities along the project. The design phase of the project is nearing completion and we are currently in the bidding phase, with the construction phase expected to begin in October 2017. Amendment No 2 includes the addition of Resident Project Representative (RPR) services, which was described in the original scope, but not funded. The result is an increase of \$245,100.00, from the previously amended amount of \$426,180.00 to the amended amount of \$671,280.00

Funding is available in Job No. 530019 and 530020. A portion of the project is funded from previous year's capital, and the remaining portion is funded through the bond.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	08/01/2017	Council Priority	Best Practices
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Department	Aviation	Contact Person	Mike Conner
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Agenda Caption

Approval of FAA AIP Grant No. 3-48-0007-042-2017, with the Federal Aviation Administration for 90% funding of the Isolated Apron Panel Replacement capital improvement project at the Rick Husband Amarillo International Airport.

Agenda Item Summary

Approval of FAA AIP Grant No. 3-48-0007-042-2017, with the Federal Aviation Administration for 90% funding of the Isolated Apron Panel Replacement capital improvement project. This grant provides \$3,169,171 of entitlement funds as the maximum obligation of the United States to the City of Amarillo. This project has been previously approved and awarded by City Council. This is an FAA Entitlement Grant, funded through the Aviation and Airway Trust Fund.

Requested Action

Approval of the FAA AIP Grant No. 3-48-0007-042-2017, with the Federal Aviation Administration for 90% funding of the Isolated Apron Panel Replacement capital improvement project.

Funding Summary

The reimbursement and reporting requirements in the letter are routine and will not create any compliance issues. A master service agreement with RS&H, Inc. has been previously approved and executed by City Council on December 9, 2014.

Current funding has been identified and budgeted through the CIP for FY16/17. The Isolated Apron Panel Replacement project along with Construction Administration and RPR services is eligible for FAA funding at 90% of the total cost through AIP Grant No. 3-48-0007-042-2017.

FAA Entitlement Funding: \$3,169,171.00
Airport (Sponsor) Funding: \$352,130.00
Total Project Cost: \$3,521,301.00

Community Engagement Summary

N/A.

Staff Recommendation

Staff recommends the approval of FAA AIP Grant No. 3-48-0007-042-2017, with the Federal Aviation Administration for 90% funding of the Isolated Apron Panel Replacement capital improvement project.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Texas

FAA ASW-650
10101 Hillwood Parkway
Fort Worth, TX 76177

JUL 25 2017

 ORIGINAL

Mr. Michael Conner
10801 Airport Blvd
Amarillo, Texas 79111

Dear Mr. Conner:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-48-0007-042-2017 at Rick Husband Amarillo International in Amarillo, Texas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 25, 2017**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

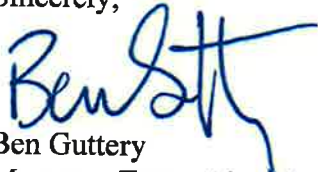
1. Non-construction project: Due annually at end of the Federal fiscal year.
2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Anthony Mekhail, (817) 222-5663, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Ben Guttery
Manager, Texas Airports
District Office





U.S. Department
of Transportation
Federal Aviation
Administration

ORIGINAL

GRANT AGREEMENT

PART I –OFFER

Date of Offer	July 25, 2017
Airport/Planning Area	Rick Husband Amarillo International
AIP Grant Number	3-48-0007-042-2017
DUNS Number	556777667
TO:	City of Amarillo
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 29, 2017, for a grant of Federal funds for a project at or associated with the Rick Husband Amarillo International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Rick Husband Amarillo International Airport (herein called the "Project") consisting of the following:

Reconstruct Terminal Apron - Isolated Panel Replacement Construction

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,169,171.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,169,171 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 25, 2017**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent for land project.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated January 28, 1999, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;

- b. Dimensions;
- c. Type of pavement; and,
- d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

- a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- a. Inspection date;
- b. Location;
- c. Distress types; and
- d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

25. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Ben Guttery

**Manager, Texas Airports
District Office**

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

City of Amarillo

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

**Current FAA Advisory Circulars Required for Use in AIP Funded
and PFC Approved Projects**

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Amarillo

* b. Employer/Taxpayer Identification Number (EIN/TIN):

75-6000444

* c. Organizational DUNS:

5567776670000

d. Address:

* Street1: Rick Husband Amarillo International Airport

Street2: 10801 Airport Blvd

* City: Amarillo

County/Parish: Potter

* State:

TX: Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code: 79111

e. Organizational Unit:

Department Name:

Department of Aviation

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.

* First Name: Tyler

Middle Name:

* Last Name: Hurst

Suffix:

Title: Deputy Director of Aviation

Organizational Affiliation:

City of Amarillo, Department of Aviation

* Telephone Number: (806) 335-1671

Fax Number: (806) 335-1672

* Email: tyler.hurst@amarillo.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Isolated Apron Panel Replacement, Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	3,169,171.00
* b. Applicant	352,130.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	3,521,301.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. ☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No ☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414. ☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes, project is on the current air carrier terminal apron ramp.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

NONE.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

YES.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

YES.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

YES.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A.

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:
NONE.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]
Fee simple title to all airport property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]
N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]
N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense	360,001		
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	415,700		
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal	671,925		
11. Construction and project improvement	2,073,675		
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	\$ 3,521,301		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	3,521,301		
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 3,521,301		
19. Federal Share requested of Line 18	3,169,171		
20. Grantee share	352,130		
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 3,521,301		

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	352,130
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 352,130
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 352,130

SECTION E – REMARKS

SECTION E - REMARKS
(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Terminal Isolated Panel Replacement, Construction
AIRPORT: Rick Husband Amarillo International Airport
1. Objective: The removal and replacement of deteriorated panels throughout the terminal apron to mitigate Foreign Object Debris (FOD) generation.
2. Benefits Anticipated: Raising the pavement PCI value to prevent future deterioration and reduce FOD generation from current levels.
3. Approach: (See approved Scope of Work in Final Application) Isolated repairs of the existing Portland Cement Concrete (PCC) terminal apron pavement. Repairs include full-depth slab removal and replacement, partial-depth repairs, spall repairs, joint sealing, crack sealing and other repair methods. Aircraft gate parking markings will be installed.
4. Geographic Location: Rick Husband Amarillo International Airport - Amarillo, TX 79111. Air Carrier Terminal Apron Ramp
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Tyler Hurst, Deputy Director of Aviation, Rick Husband Amarillo International Airport 10801 Airport Blvd., Amarillo, TX 79111 (806) 335-1671

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

On the 10th day of July, 2017, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
Mike Good, Vice-Chairman	Y	119	84
Dean Bedwell	Y	204	193
Rob Parker, Chairman	Y	72	59
Rick Thomason	Y	42	35
Bowden Jones	Y	33	25
Dick Ford	Y	17	12
Terry Harman	Y	16	16

PLANNING DEPARTMENT STAFF:
Cody Balzen, Planner I Jeffery English, Planner I
Jan Sanders, Recording Secretary

Chairman Parker opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Cody Balzen and Jeffrey English gave the recommendation for the agenda items.

ITEM 1: Public Comment: Citizens who desire to address the Planning and Zoning Commission with regard to matters on the agenda or having to do with policies, programs, or services will be received at this time. The total time allotted for comments is three (3) minutes per speaker. Planning and Zoning Commission may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff.
(Texas Attorney General Opinion. JC-0169)

No comments were made.

ITEM 2: Approval of the minutes of the June 26, 2017 meeting.

A motion to approve the minutes of the June 26, 2017 meeting was made by Commissioner Bedwell, seconded by Commissioner Jones, and carried unanimously.

ITEM 3: Z-17-15 Rezoning of Lot 3, Block 185, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 120A (PD-120A) to Multiple Family District 2 (MF-2). (0.52 Acres) (Vicinity: SW 14th Ave. & S Jackson St.)

Mr. English advised the applicant is proposing the zoning change in order to expand the Baptist Community Services Ware Assisted Living Facility (BCS). Mr. English stated the proposed is compliant with the Comprehensive Plan, is consistent with growth management and is considered infill development. The proposed change would create a logical continuation of the MF-2 zoning where the BCS campus area is established. Furthermore, Mr. English stated staff believes the request is appropriate and recommends approval as submitted.

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

A motion to approve Z-17-15 was made by Commissioner Thomason, seconded by Commissioner Good, and carried unanimously.

ITEM 4: P-17-42 Bishop Ranches Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 81, Block 9, BS&F Survey, Potter County, Texas. (5.28 Acres) (Vicinity: East View Dr. & Ranch Rd.)

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

A motion to approve P-17-42, with a variance, was made by Commissioner Ford, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 5: P-17-48 Beverly Gardens Unit No. 26, an addition to the City of Amarillo, being a replat of Lot 9B, Block 22, Beverly Gardens Unit No. 24, in Section 158, Block 2, AB&M Survey, Potter County, Texas. (0.39 Acres) (Vicinity: Lindberg Ave. & N. Mirror St.)

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

A motion to approve P-17-48 was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.

ITEM 6: P-17-44 Time Square Village Unit No.1, an addition to the City of Amarillo, being a replat of a portion of Paramount Terrace Christian Church Addition Unit No. 1 and an unplatted tract of land in Section 64, Block 9, BS&F Survey, Randall County, Texas. (65.01 Acres) (Vicinity: Hillside Rd. & Soncy Rd.)

Chairman Parker asked if anyone wanted to speak in favor of said request. Bob Garrett, 7 Willow Bridge Drive, advised there are 188 residential lots.

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

A motion to approve P-17-44 was made by Commissioner Good, seconded by Commissioner Thomason, and carried unanimously.

ITEM 7: PP-17-02 Taylor Rose Landing Preliminary Plan, a suburban subdivision to the City of Amarillo being an unplatted tract of land, in Section 84, Block 2, AB&M Survey, Randall County, Texas. (21.77 Acres) (Vicinity: FM 1151. & Whitaker Rd.)

Mr. Balzen advised the preliminary plan is proposing the creation of 15 residential lots within the Taylor Rose subdivision. The applicant is proposing a dead end street which is approximately 1,127' in length. The City of Amarillo subdivision ordinance allows a maximum of 1,000' for dead end streets. Mr. Balzen stated during the drainage plan review, these requirements were not discussed, but rather the requirements from Randall County of the maximum of 1,800' were used instead. Staff will be reviewing and commenting on all future preliminary plans. Mr. Balzen advised this is a unique situation, but stated staff believes the variance is appropriate and recommends approval as submitted.

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

A motion to approve the variance for PP-17-02 was made by Commissioner Thomason, seconded by Commissioner Ford, and carried unanimously.

ITEM 8: Planning Director's Report.

No report was given.

ITEM 9: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 3:17 P.M.



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

1712

BOARDS AND COMMISSONS – VACANCIES

Amarillo Local Government Corporation

03/22/2011 Les Simpson 09/30/2017 (resigned)

Amarillo-Potter Events Venue District:

11/01/2002 Glenn McMennamy 10/01/2017 (resigned)

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

06/11/2014 Chan Davidson 05/21/2017

06/08/2014 Trey Porter 05/21/2017

Canadian River Municipal Water Authority (2-year terms)

07/31/2013 Lenny Sadler 07/31/2017

Community Development Advisory Committee (2-year term)

02/01/2005 Glenda Grisham 12/31/2016 NW

02/13/2007 Rita Saldierna 12/31/2016 NE

12/20/2011 Sabrina Sisneros 12/31/2016 SE

Convention & Visitor Council

03/02/2017 Suzanne Talley 09/30/2018 (resigned)

Environmental Task Force

09/06/2016 Paul Harpole 07/11/2017 (resigned)

Parks and Recreation Board (3-year terms)

08/19/2014 George DeCoux 07/01/2017

09/06/2016 Terry Price 07/01/2017

Planning and Zoning Commission (3-year terms)

05/14/2014 Rob Parker 05/15/2017

05/14/2014 Dean Bedwell 05/15/2017