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AMARILLO CITY COUNCIL REGULAR MEETING VIA VIDEO CONFERENCE NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020.

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JULY 28, 2020 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS BY VIDEO CONFERENCE (IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS ALSO CALLED "SOCIAL DISTANCING" TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE.

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

This Agenda, and the Agenda Packet, are posted online at:
https://www.amarillo.gov/city-hall/city-government/city-council

The video meeting is hosted through Zoom. The meeting is broadcast on the City's website at: www.amarillo.gov. The Zoom link to join the meeting is: https://amarillo.zoom.us/j/330267295 and the conference bridge number for Zoom is: Telephone # 4086380968 when prompted for meeting ID enter: 330267295#. All callers will be muted for the duration of the meeting.

This meeting will be recorded and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

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

INVOCATION: Vanessa Chavez

PUBLIC ADDRESS
(For items on the agenda for City Council consideration)
The public will be permitted to offer public comment on agenda items. Public Address signup times are available from Sunday 8:00 a.m. until Tuesday 12:45 p.m. at https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form or by calling the City Secretary's office at (806) 378-3014. Please call in at 1:00 p.m. at T**elephone # 4086380968 when prompted for meeting ID enter: 330267295#**.

AGENDA

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

   A. Review agenda items for regular meeting and attachments;
   B. Coronavirus Update;
   C. Joe Taco Downtown Update;
   D. Discuss Convention and Visitor Council; and
   E. Request future agenda items and reports from City Manager.

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

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

A. **CONSIDER APPROVAL – MINUTES**:
Approval of the City Council minutes for the regular meeting held on July 14, 2020 and the work session held on July 21, 2020.

B. **CONSIDERATION OF ORDINANCE NO. 7862**:
(Contact: David Wilson, Assistant Director of Parks and Recreation)
This item is the second and final reading and public hearing to consider an ordinance adopting the 2020-2021 Standards of Care for recreational care programs administered by the Parks and Recreation Department as required by Texas Human Resources Code section 42.041(b)(14).

C. **CONSIDERATION OF ORDINANCE NO. 7863**:
(Contact: Laura Storrs, Assistant City Manager)
This is the second and final reading of an ordinance to amend the Greenways Public Improvement District 2019/2020 Budget included in the City of Amarillo 2019/2020 Budget.

D. **CONSIDERATION OF ORDINANCE NO. 7864**:
(Contact: Donny Hooper, Assistant Public Works Director)
This is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 18-4, Article II Sections 18-4-14 and 18-4-15 to modify residential drainage utility charge calculation and billing process.

E. **CONSIDERATION OF ORDINANCE NO. 7865**:
(Contact: Anthony Spanel, Environmental Health Director)
This is the second and final reading of an ordinance considering amendments to the Wastewater Pretreatment Ordinance, Chapter 8-5, Public and Environmental Health. This Ordinance will provide a uniform standard throughout the Amarillo Area Public Health District relating to the installation and maintenance of grease traps. In addition, it will aid in the prevention of sanitary sewer overflows and reduce the costs associated with maintenance of the City sewer system.

F. **CONSIDER APPROVAL – JOINT ELECTION AGREEMENTS**:
(Contact: Kevin Starbuck, Deputy City Manager)
Terms and conditions as noted
This item approves agreements with the Potter and Randall Counties Election Administrators to conduct joint elections on November 3, 2020 with the City of Amarillo. This allows the participating entities to share vote center locations and authorizes the Potter and Randall Counties Election Administrators to perform the duties associated with an election. The conduct of a joint election reduces election costs for each of the entities.

G. **CONSIDER AWARD – CONTRACT FOR RANDALL COUNTY TO ASSESS AND COLLECT CITY OF AMARILLO TAXES**:
(Contact: Laura Storrs, Assistant City Manager)
Randall County – Annual fee based on prior year costs
This contract is for assessment and collection of City of Amarillo taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

H. **CONSIDER APPROVAL -- ADDENDUM BETWEEN THE CITY OF AMARILLO AND NORTH HEIGHTS LINEN SERVICE, LLC FOR A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT FOR A NEW HEALTHCARE LAUNDRY FACILITY**:
(Contact: Andrew Freeman, Managing Director - Planning and Development Services)
This item is for an addendum of a current Chapter 380 agreement with North Heights Linen Service, LLC for the construction of a new healthcare laundry facility to be located at 601 West Amarillo Boulevard. The extension would allow for an additional six months to receive a certificate of occupancy on the building.

I. **CONSIDER AWARD – CONSTRUCTION MATERIALS ANNUAL CONTRACT**:
(Contact: Trent Davis, Director of Purchasing)
Home Depot in an amount not to exceed $68,500.00 awarded to Home Depot through Omnia Partners Contract #16154
This award is to approve a contract for the purchase of construction materials.

J. **CONSIDER AWARD – WATER MAIN EXTENSION ON 81ST AVENUE FROM SONCY ROAD TO COULTER STREET**:
(Contact: Matthew Thomas, City Engineer)
Amarillo Utility Contractors, Inc. -- $1,135,557.00
This item is to consider award of the construction contract to furnish and install new 20" potable water main in 81st Avenue between Soncy Road and Coulter Street, as well as towards the south of Heritage Hills Parkway along Soncy Road to the City's well site. The total length of the new main is approximately 6,100 linear feet. The services also include the furnishing and installation of appurtenances such as gate valves, fire hydrants, and associated fittings. This pipeline will improve the hydraulic operation between Arden Rd Pump Station and Hillside Elevated Storage Tank.

K. **CONSIDER AWARD – NORTHWEST SYSTEM SEWER IMPROVEMENTS AND PRESSURE REDUCING VALVES**:
(Contact: Matthew Thomas, City Engineer)
J&H Services, Inc. -- $ 63,733.55
Change Order 1 adds additional bedding material to be used in locations where the ground is not suitable to provide support for the sanitary sewer pipe due to unknown conditions. The additional bedding material will allow the pipe to have a solid footing and will result in an acceptable final product.

Additionally, four segments of sanitary sewer creek crossings are being deleted from the plans and will not be constructed. This reduction of scope offsets a portion of the cost of the bedding material.

L. **CONSIDER APPROVAL -- INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND AMARILLO COLLEGE TO PROVIDE TRANSIT SERVICES**:
(Contact: Marita Wellage-Reiley, Transit Director)
This interlocal agreement between the City of Amarillo and Amarillo College (AC) allows for current AC students, faculty, and staff to ride Amarillo City Transit (ACT) in exchange for the sum of $25,000. This proposed service will extend free service to AC as a means of increasing class participation and enrollment for students with insufficient transportation to get to AC.

M. **CONSIDER APPROVAL -- FY2020 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES**:
(Contact: Margaret Payton, WIC Director)
This item is a contract to provide an amount not to exceed $10,155,491 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC Nutrition Program services. The FY 2020 contract period is from October 1, 2020 through September 30, 2025.

N. **CONSIDER AWARD – LIBRARY MATERIALS CONTRACT**:
(Contact: Amanda Barrera, Director of Library Services)
TXSmartBuy Contract #715-M2 - $320,000
This item awards an annual contract for the ongoing purchase of publications, print, and multimedia materials for the Amarillo Public Library. The proposed contract offers improved categories and a better range of discounts. Funding for the contract is available in the approved Amarillo Public Library operating budget.

O. **CONSIDER SALE – PROPERTY**:
(Contact: Laura Storrs, Assistant City Manager)
Sheriff Sale property located in Potter County.

3. **NON-CONSENT ITEMS**:

A. **CONSIDERATION OF ORDINANCE NO. 7866 -- ORDERING A SPECIAL ELECTION ON NOVEMBER 3, 2020 TO VOTE ON PROPOSED AMENDMENTS TO THE AMARILLO CITY CHARTER; PROVIDING FOR A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION**:
(Contact: Kevin Starbuck, Deputy City Manager)
This is the first reading of an ordinance calling a special election to be held in the City of Amarillo, Texas on November 3, 2020 and resolving other matters incident and related thereto.

B. **CONSIDERATION OF ORDINANCE NO. 7867**:
(Contact: Juliana Kitten, Director of Community Development)
This item is the first reading to consider an ordinance amending the Amarillo Municipal Code: Chapter 2-6, modifying Article XII, Section 2-6-96, related to the Community Development Advisory Committee (CDAC).

C. **CONSIDERATION OF ORDINANCE NO. 7868**:
(Contact: Anthony Spanel, Environmental Health Director)
This item considers recommended changes to Chapter 14-3 Alcoholic Beverages that will reduce the regulatory burden on businesses applying for an Alcoholic Beverage license.

D. **CONSIDERATION OF ORDINANCE NO. 7869**:
(Contact: Anthony Spanel, Environmental Health Director)
This item is the first reading to consider a revision to Chapter 8-5-23 Public and Environmental Health. This revision will authorize any peace officer to enforce certain health and safety regulations without the necessity, delay, and cost of summoning a Health Officer.

E. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7870**:
(Contact: Andrew Freeman, Managing Director - Planning and Development Services)
This item is conducts a public hearing and is the first reading of an ordinance rezoning Lots 11 and 12, Block 5, Roy Lindsey's Addition, in Section 172, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 to General Retail District. (Vicinity: I-27 and Washington Street) Applicant/s: Bo Wulfman for South Washington St. Ltd.

F. **CONSIDER RESOLUTION – AMENDING AND RESTATING A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF AMARILLO, TEXAS; MAKING PROVISION FOR THE CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION**:
(Contact: Laura Storrs, Assistant City Manager)
Discussion and consideration of a resolution amending and restating a resolution calling a bond election to be held in the City of Amarillo, Texas on November 3, 2020 and resolving other matters incident and related thereto.

G. **CONSIDER RESOLUTION – DISCUSSION AND CONSIDERATION OF AGREEMENT**:
(Contact: Laura Storrs, Assistant City Manager)
This item discusses and considers a Principal Forgiveness Agreement from the Clean Water State Revolving Fund with the Texas Water Development Board (TWDB).

H. **CONSIDER PURCHASE -- REAL ESTATE LOCATED AT POINT WEST PARKWAY AND EVANS STREET**:
(Contact: Kevin Carter, President & CEO of Amarillo EDC)
This item authorizes the Amarillo EDC to execute all necessary documents for the purchase of 37.60 acres of land located at Point West Parkway and Evans Street in Amarillo. The purchase is for $4,000,000.00.

4. **EXECUTIVE SESSION**:
City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
1) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
(a) Discuss properties located in the Central Business District.
plus closing costs and related expenses.

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

Posted this 24th day of July 2020.

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

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 14th day of July 2020, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
MARCUS NORRIS	DEPUTY CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Beth Duke.

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

A proclamation and Key to the City were presented to Holly Ridings.

RECOGNITION: Beth Duke notified City Council that Center City has been recognized as a National and Texas Main Street City for the 19th consecutive year.

PUBLIC ADDRESS: There were no comments.

ITEM 1:

A. Review agenda items for regular meeting and attachments;
B. Coronavirus Update;
C. Discussion Amarillo Police Department Use of Force Policy;
D. Discuss Creation and Charge of the Unity Committee;
E. Discuss Possible November Charter Election;
F. Discuss Civic Center General Obligation Bond Election; and
G. Request future agenda items and reports from City Manager.

CONSENT ACTION ITEMS:

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

A. **MINUTES**:
Approval of the City Council minutes for the regular meeting held on June 23, 2020, special meeting held on June 26, 2020; and the work session held on July 7, 2020.

B. **CONSIDERATION OF ORDINANCE NO. 7858**:
(Contact: Andrew Freeman, Director of Planning and Development Services)
Mayor Nelson presented the second and final reading of an ordinance to consider an ordinance rezoning of a 28.03 acre tract of unplatted land in Section 183, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Agricultural District to Moderate Density District. (Vicinity: Farmers Avenue and Gemini Trail.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services.

ORDINANCE NO. 7858

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 FARMERS AVENUE AND GEMINI TRAIL, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

C. **CONSIDERATION OF ORDINANCE NO. 7859**:

(Contact: Andrew Freeman, Director of Planning and Development Services)
Mayor Nelson presented the second and final reading of an ordinance to consider an ordinance rezoning of a 61.52 acre tract of unplatted land in Section 183, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Farmers Avenue and Gemini Trail.) This item was presented by Cris Valverde, Assistant Director of Planning and Development Services

ORDINANCE NO. 7859

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 FARMERS AVENUE AND GEMINI TRAIL, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

D. **CONSIDER – APPROVAL OF THE SECOND AMENDMENT TO THE AIRLINE AIRPORT USE AND LEASE AGREEMENTS BETWEEN THE CITY AND AMERICAN AIRLINES, SOUTHWEST AIRLINES, AND UNITED AIRLINES**:

(Contact: Michael W. Conner, Director of Aviation)
This second amendment to the airline operating agreements confirms that the airport will not increase the airline landing fee or terminal rental rates between June 1, 2020 and May 31, 2021; and allows the airlines to defer (or otherwise postpone) their rents and fees between June 1, 2020 and August 31, 2020, allowing them to pay those accrued amounts at any time between September 1, 2020 and May 31, 2021.

E. **CONSIDER APPROVAL -- LEASE AGREEMENT BETWEEN MARCEE PROPERTIES LLC AND THE CITY OF AMARILLO FOR RENTAL OF A HANGAR AND ASSOCIATED PROPERTY AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT**:

(Contact: Michael W. Conner, Director of Aviation)
This item is a lease agreement between the City of Amarillo and Marcee Properties LLC for the rental of a hangar and associated apron space, parking lot space, and attached office space at the Rick Husband Amarillo International Airport. The initial lease term is five (5) years with a maximum of five (5) additional one-year renewals. The rental amount for the initial term shall be $3,750 per month after the first 60 days, which shall be at zero rent per month to allow for improvements to be made by Marcee Properties LLC and then increase each year of any renewal by two percent (2%). Marcee Properties LLC shall use the hangar and associated space primarily for aircraft maintenance and storage. Maximum term of this lease shall be ten (10) years.

F. **CONSIDER APPROVAL – DEDICATION FOR PUBLIC RIGHT-OF-WAY**:

(Contact: Matt Thomas, City Engineer)
Grantor/s: P Dub Investments Ltd. and P Dub Landholding Ltd.
This item is a dedication of a 8.77 acre tract of land for public right-of-way purposes in Sections 64 and 65, Block 9, BS&F Survey, Randall County, Texas. This right-of-way is being dedicated at no cost to the City of Amarillo and is associated with the upcoming Arden Road extension and improvement project. This project is funded through Proposition 1 Bonds. (Vicinity: Helium Road and Arden Road.)

G. **CONSIDER APPROVAL – AGREEMENT WITH CONSOLIDATED NUCLEAR SECURITY, LLC FOR USE OF THE AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY**:
(Contact: Sam Baucom, Deputy Fire Chief)
This item is to consider approval of an agreement between the City of Amarillo and Pantex Fire Department for use of the AFD Training Facility located at 12400 Northeast 8 Avenue.

H. **CONSIDER AWARD – IT INFRASTRUCTURE HARDWARE**:
(Contact: Rich Gagnon, Information Technology)
Weaver Technologies -- $58,429.40
This item represents the purchase of IT Infrastructure Hardware for the City's Airport as part of the Federal CARES Act grant.

I. **CONSIDER AWARD – PURCHASING OF "E-BUILDER" PROJECT MANAGEMENT SOFTWARE ANNUAL SUBSCRIPTION RENEWAL**:
(Contact: Kyle Schniederjan, Director of CP&DE)
Dell, Inc. -- $85,555.17
This item considers approval the "e-Builder" Project Management software system annual subscription renewal for period of June 1, 2020 thru May 31, 2021.

J. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENTS**:
(Contact: Andre Freeman, Managing Director of Planning and Development Services)

1) This item considers an Aviation Clear Zone Easement being 4,950 feet above mean sea level above the plat of Tradewind Square Unit No. 5, an addition to the City of Amarillo, being an unplatted tract of land in Section 173, Block 2, AB&M Survey, Randall County, Texas.
2) This item considers an Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Chisum Number 25 Unit No. 1, a suburban subdivision to the City of Amarillo, being an uplatted tract of land in Sections 29 and 30, Block 2, AB&M Survey, Potter County, Texas.
3) This item considers an Aviation Clear Zone Easement being 4,650 feet above mean sea level above the plat of Grand Avenue Estates Unit No. 7, a suburban subdivision to the City of Amarillo, being a unplatted tract of land in Section 143, Block 2, AB&M Survey, Randall 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.

NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson presented the first and final reading of an ordinance discussing and considering all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2020," including the adoption of an ordinance authorizing the issuance of such bonds. This item was presented by Laura Storrs, Assistant City Manager and Steven Adams, Specialized Public Finance, Inc. Motion was made that the following captioned ordinance be passed on first and final reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7860

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2020;" PRESCRIBING THE FORMS, TERMS, AND PROVISIONS OF SAID BONDS; PLEDGING THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND 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 3B: Mayor Nelson presented the first and final reading of an ordinance discussing and considering all matters incident and related to the issuance and sale of "City of Amarillo, Texas, Drainage Utility System Revenue Bonds, Series 2020," including the adoption of an ordinance authorizing the issuance of such bonds. This item was presented by Laura Storrs, Assistant City Manager and Steven Adams, Specialized Public Finance, Inc. Motion was made that the following captioned ordinance be passed on first and final reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7861

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2020;" PRESCRIBING THE FORMS, TERMS, AND PROVISIONS OF SAID BONDS; PLEDGING THE NET REVENUES OF THE CITY'S DRAINAGE UTILITY SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson presented the first reading of an ordinance adopting the 2020-2021 Standards of Care for recreational care programs administered by the Parks and Recreation Department as required by Texas Human Resources Code section 42.041(b)(14); and providing an effective date. This item was presented by David Wilson, Assistant Director of Parks and Recreation. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7862

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING STANDARDS OF CARE FOR THE CITY OF AMARILLO'S PARKS AND RECREATION DEPARTMENT AS REQUIRED BY THE TEXAS HUMAN RESOURCES CODE SECTION 42.041(b)(14); PROVIDING FOR 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 3D: Mayor Nelson presented the first reading of an ordinance amending the City of Amarillo 2019/2020 Budget. This item was presented by Laura Storrs, Assistant City Manager. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7863

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2019-2020 BUDGET; AND 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 3E: Mayor Nelson presented the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 18-4, Article II Sections 18-4-14 and 18-4-15 to modify residential drainage utility charge calculation and billing process. This item was presented by Donny Hooper, Assistant Public Works Director. Mayor Nelson closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 18-4, ARTICLE II, SECTIONS 18-4-14 AND 18-4-15, TO MODIFY RESIDENTIAL DRAINAGE UTILITY CHARGE CALCULATION AND BILLING PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVISING FOR CONTINUATION OF PRIOR LAW; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

ITEM 3F: Mayor Nelson presented the first reading of an ordinance amending the Wastewater Pretreatment Ordinance, Chapter 8-5 Public and Environmental Health. This Ordinance will provide a uniform standard throughout the Amarillo Area Public Health District relating to the installation and maintenance of grease traps. In addition, it will aid in the prevention of sanitary sewer overflows and reduce the costs associated with maintenance of the City sewer system. This item was presented by Anthony Spanel, Environmental Health Director. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7865

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-5 ARTICLE I, SECTION 8-5-1 TO PROVIDE ADDITIONAL DEFINITIONS; AND ARTICLE IV, TO ADD SECTION 8-5-27 TO REGULATE NONRESIDENTIAL AND NONINDUSTRIAL FATS, OILS, GREASE DISCHARGE AND HAULING, AND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

ITEM 3G: Mayor Nelson presented a resolution considering approval authorizing the Amarillo Continuum of Care to receive an Emergency Solutions Grant (ESG) award up to $676,479 for 2020 grant year and CARES funding to provide street outreach and rapid re-housing to persons experiencing homelessness. This item was presented by Juliana Kitten, Director of Community Development. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Sauer:

RESOLUTION NO. 07-14-20-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING STANDARDS OF CARE FOR THE CITY OF AMARILLO'S PARKS AND RECREATION DEPARTMENT AS REQUIRED BY THE TEXAS HUMAN RESOURCES CODE SECTION 42.041(b)(14); PROVIDING FOR 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 4: Mr. Norris advised at 4:09 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss properties located in the Central Business District.

Mr. Norris announced that the Executive Session was adjourned at 4:39 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 21st day of July 2020, the Amarillo City Council met at 1:00 p.m. for a work session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Jack Starbuck.

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

ITEM 1:

A. Coronavirus Update;
B. Presentation and Discussion on Recommended Changes to the Public and Environmental Health Code to address Peace Officer Enforcement of Certain Health and Safety Regulations, and Minor Revisions to Chapter 14-3 Alcoholic Beverages;
C. Discuss proposed changes to the Community Development Advisory Committee;
D. Presentation and Discussion on the TIRZ #1 Downtown Wayfinding Project;
E. Discuss possible charter amendments, Charter Review Committee recommendations, and timing of charter amendment election;
F. Discuss Civic Center General Obligation Bond Election;
G. Report on statues in Ellwood Park; and
H. Request future agenda items and reports from City Manager.

ITEM 2: Mr. McWilliams advised at 3:40 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 - Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss properties located in the Central Business District. 2) Section 551.071 – Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter. (a) Discuss agreements with the Chamber of Commerce.

Mr. McWilliams announced that the Executive Session was adjourned at 5:18 p.m. and recessed the work session.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	Council Priority	
Department	Parks & Recreation		
Contact	David Wilson, Assistant Director of Parks and Recreation		

Agenda Caption

CONSIDERATION OF ORDINANCE _____
(Contact: David Wilson, Assistant Director of Parks and Recreation)
This is the second and final reading of an ordinance adopting the 2020-2021 Standards of Care for recreational care programs administered by the Parks and Recreation Department as required by Texas Human Resources Code section 42.041 (b)(14); and providing an effective date.

Agenda Item Summary

The Standards of Care document is necessary to exempt City youth programs from state child-care licensing requirements. The Standards of Care are intended to be the minimum standards by which the City of Amarillo Parks and Recreation Department will operate the City's Youth Programs.

The Standards of Care Document provides at a minimum: staffing ratios, minimum staffing qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the local standards, and further provides for notifying parents that the program is not licensed by the state and that the program may not be advertised as a day-care facility.

Requested Action

- Approve the Standards of Care Document for 2020-2021.

Funding Summary

N/A

Community Engagement Summary

Park Board Action:
Recommended approval of the 2020-21 Standards for Care (July 8, 2020)

Staff Recommendation

Staff recommends approval of the 2020-2021 Standards of Care document.

7/9/20 bsm

ORDINANCE NO. 7862

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ADOPTING STANDARDS OF CARE FOR THE CITY OF AMARILLO'S PARKS AND RECREATION DEPARTMENT AS REQUIRED BY THE TEXAS HUMAN RESOURCES CODE SECTION 42.041(b)(14); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, recognizes that many children of school age need an organized program for recreational activities after school, during the summer and for other non-school days; and

WHEREAS, the City of Amarillo, through its Parks and Recreation Department, proposes to operate after school programs and camps for children to be operated at City facilities and parks; and

WHEREAS, the City of Amarillo, needs to adopt Standards of Care for these recreational programs to be exempt from licensing requirements for day care facilities; and

WHEREAS, the City of Amarillo has formulated Standards of Care that at a minimum include staffing ratios, minimum staffing qualifications, minimum facility, health and safety standards, and mechanisms for monitoring and enforcing the local standards further providing for parental notification that the program is not licensed by the state and that the program may not be advertised as a day care; and

WHEREAS, the City of Amarillo Parks and Recreation Board has reviewed the Standards of Care and requests that the City Council adopt the same; and

WHEREAS, the City Council held a public hearing on July 14th of 2020 in accordance with Section 42.041(b)(14) of the Texas Human and Resources.

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

SECTION 1. The City of Amarillo, adopts the "City of Amarillo Parks and Recreation Youth Programs Standards of Care" attached as "Exhibit A" and incorporated herein by reference as required by Section 42.041 (b)(14) of the Texas Human Resources Code.

SECTION 2. Effective Date. This ordinance shall become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 14th day of July, 2020; and PASSED on Second and Final Reading the 28th day of July, 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

City of Amarillo Parks and Recreation
Youth Programs
Standards of Care

Approved by City of Amarillo City Council: June 25, 2019
Ordinance # 7792

The following Standards of Care have been adopted by the City Council of the City of Amarillo, pursuant to Texas Human Resources Code Section 42.041 (B)(14) as amended, in order to exempt City Youth Programs from state child-care licensing requirements. The Standards of Care are intended to be the minimum standards by which the City of Amarillo Parks and Recreation Department will operate the City's Youth Programs. The programs operated by the City are recreational in nature and are not child-care facilities.

GENERAL ADMINISTRATION

1. Definitions

A. City: City of Amarillo

B. City Council: City Council of the City of Amarillo

C. Department: Parks and Recreation Department of the City of Amarillo

D. Director: City of Amarillo Director of Parks and Recreation or his/her designee.

E. Employee(s) or Staff: Term used to describe people who have been hired to work for the City of Amarillo and have been assigned responsibility for managing, administering, or implementing some portion of the City of Amarillo Youth Programs.

F. Parent(s): A parent or guardian who has legal custody and authority to enroll a child(s) in the City of Amarillo Youth Programs.

G. Participant: A youth whose parent(s) have completed all required registration procedures and determined to be eligible for City of Amarillo Youth Programs.

H. Program Coordinator(s): The City of Amarillo Parks and Recreation full-time employee(s) who has been assigned administrative responsibility to implement City of Amarillo Youth Programs.

I. Program Manual: Notebook of policies, procedures, required forms and organizational and programming information relevant to each City of Amarillo Youth Program(s).

J. Program Site: Any area or facility where the City of Amarillo Youth Programs are held.

K. Supervisor: Any City of Amarillo Parks and Recreation Department employee who has been assigned the responsibility to supervise and implement City of Amarillo Youth Programs.

L. Attendant/Leader/Specialist: Any City of Amarillo Parks and Recreation Department employee who has been assigned the responsibility to implement City of Amarillo Youth Programs.

M. Youth: A person who is not less than five years or more than 13 years of age.

N. Youth Programs: City of Amarillo Youth Programs held at the City's Charles E. Warford Activity Center, Amarillo Zoo, or designated City of Amarillo Park sites. Other programs may be subsequently designated by the City of Amarillo. These programs are not licensed child-care facilities.

2. Organization

A. The governing body of the City of Amarillo Parks and Recreation Programs is the City of Amarillo City Council.

B. Implementation of the Parks and Recreation Youth Programs Standards of Care is the responsibility of the Director of Parks and Recreation and Departmental Employees.

C. Youth Programs ("Program") to which these Standards of Care apply are programs operated by the City of Amarillo and held at the Charles E. Warford Activity Center, Amarillo Zoo and designated City Park sites. Other programs may be subsequently designated by the City of Amarillo.

D. The Director shall implement, administer, and enforce the Youth Program Standards of Care. The Director may establish rules, regulations, policies and procedures, consistent with the Standards of Care as the Director determines are necessary to discharge any duty under or to affect the policy of the Standards of Care.

E. No City Youth Program may be advertised as a child-care facility.

F. The Standards of Care apply to all Youth Programs sponsored by the City whether offered afterschool, during the summer, or during holidays.

G. Each Program Site will be provided the website address of where a current copy of the Standards of Care is located. A current copy of the Standards of Care will be available for viewing in the Parks Administration Office, Room 201, 601 S. Buchanan Street, Amarillo, Texas, 79101 and the Charles E. Warford Activity Center, 1330 NW 18th Avenue, Amarillo, Texas, 79107 or online at www.amarilloparks.org.

H. Parents of participants will be provided the website address of www.amarilloparks.org where the current copy of the Standards of Care can be accessed. Parents of participants will be informed that the City of Amarillo Youth Programs are not licensed by the State of Texas as a child care facility.

I. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal checks indicate an applicant has been arrested for any of the following offenses, he or she may not be considered for employment:
    a. A felony or misdemeanor classified as an offense against a person;
    b. A felony or misdemeanor classified as public indecency;

c. A felony of misdemeanor violation of any law intended to control the possession or distribution of any controlled substance or any violation of City Policy;
d. Any offense involving moral turpitude;
e. Any offense that would potentially put the City of Amarillo or participants of the Program at risk.
f. No person with conviction of or who is under indictment for, or is subject of an official criminal complaint alleging any crimes listed in the Texas Department of Protective and Regulatory Service's Day Care Center Minimum Standards and Guidelines Appendix II or a felony violation of the Texas Controlled Substance Act.

3. Inspections/Monitoring/Enforcement

A. An annual Program Site inspection report will be initiated by the Program Coordinator(s) of each Program to confirm the Standards of Care are being met. The annual report will be submitted no later than April 1 each year. Each inspection report will be sent to the Director for review and kept on record for two years. The Director shall review each report and establish deadlines and criteria for program compliance with the Standards of Care.

B. The Program Coordinator(s) will make visual inspections of the Program based on the following schedule. Each visual inspection report will be filed in program files and kept on record for two years.

(1) Warford After-School Program site will be inspected bimonthly.

(2) Summer Recreation Program sites will be inspected biweekly during its summer schedule.

(3) Camp Program sites will be inspected one time per weekly camp session.

C. Complaints regarding enforcement of the Standards of Care will be directed to the Program Coordinator(s). The Program Coordinator(s) will be responsible to take the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be documented by the Program Coordinator(s). Serious complaints regards the Standards of Care will be addressed by the Director and the complaint resolution will be noted. Each complaint report will be sent to the Director for review and kept on record for two years.

D. The Director will provide an annual report to the City Council regarding the overall status of the Youth Program and its operation relative to compliance with the adopted Standards of Care as a part of the City Council's annual review and adoption of Standards of Care.

4. Enrollment

A. Before a child can be enrolled, a parent must sign registration forms that contain the child's:

(1) Name, address, home telephone number, email address;

(2) Name and address of parents and telephone number during program hours;

(3) Names and telephone numbers of the people to whom the child can be released;

(4) Statement of the child's special problems or needs;

(5) Emergency medical authorization;

(6) Proof of residency when appropriate;

(7) Liability waiver; and

(8) An acknowledgement that the parent has been informed and understands the program is not licensed by the State of Texas.

5. Suspected Abuse

Program Employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In an Employee involved situation in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the appropriate Program Coordinator(s). The Program Coordinator will immediately notify the Texas Department of Protective and Regulatory Services and/or the Amarillo Police Department, and the Director.

Texas State Law requires staff to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines of up to $1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

STAFFING – RESPONSIBILITIES AND TRAINING

1. Program Coordinator(s)

Qualifications:

A. Program Coordinator(s) will be full-time, professional employees of the City of Amarillo Parks and Recreation Department and will be required to have all Supervisor and Attendant/Leader/Specialist qualifications as outlined the document.

B. Program Coordinator(s) must have a bachelor's degree from an accredited college or university or at least two (2) years of developing, implementing and supervising recreational, wellness or community based programming for children and youth.

C. Program Coordinator(s) must pass a background investigation including testing for illegal substances.

D. Program Coordinator(s) must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either the American Heart Association or American Red Cross standards.

E. Program Coordinator(s) must possess a valid Class C Texas Driver's License.

Responsibilities:

A. Program Coordinator(s) are responsible for the planning, development, administration, implementation, and evaluation of the Programs' daily operations in compliance with the adopted Standards of Care.

B. Program Coordinator(s) are responsible for hiring, supervising, and evaluating Supervisors and Attendants/Leaders/Specialists.

C. Program Coordinator(s) are responsible for complex recordkeeping and retention.

2. Supervisor(s)

Qualifications:

A. Supervisor(s) will be full-time seasonal employees of the City of Amarillo Parks and Recreation Department and will be required to have all Attendants/Leaders/Specialists qualifications as outlined in the document.

B. Supervisor(s) working with children must be age 18 or older.

C. Supervisor(s) must have at least two (2) years experience working with children and youth.

D. Supervisor(s) must complete 8 hours of child care training per calendar year. Training must be completed prior to Program start dates and completed on an annual basis.

E. Supervisor(s) must have successfully completed a course in first aid and Cardio Pulmonary Resuscitation (CPR) based on either the American Heart Association or American Red Cross standards.

F. Supervisor(s) must possess a valid Class C Texas Driver's License.

Responsibilities:

A. Supervisor(s) assist in the administration, implementation and daily supervision of the Programs' daily operations in compliance with the adopted Standards of Care.

B. Supervisors assist in the evaluation of Attendants/Specialists/Leaders.

C. Supervisor(s) assist in the planning, implementing, and evaluating of programs.

D. Supervisor(s) are responsible for moderately complex reporting and recordkeeping.

E. Supervisor(s) must pass a background investigation including testing for illegal substances.

F. Supervisor(s) will be required to provide all Attendants/Specialists/Leaders responsibilities as outlined in the document.

3. Attendant(s)/ Leader(s)/Specialist(s)

Qualifications:

A. Attendant(s)/Leader(s)/Specialist(s) will be part-time or seasonal employees of the City of Amarillo Parks and Recreation Department.

B. Attendant(s)/Leader(s)/Specialist(s) working with children must be age 16 or older.

C. Attendant(s)/Leader(s)/Specialist(s) should be able to consistently exhibit competency, good judgment, and self-control when working with children.

D. Attendant(s)/Leader(s)/Specialist(s) must relate to children with courtesy, respect, tolerance, and patience.

E. Attendant(s)/Leader(s)/Specialist(s) must have successfully completed a course in first aid, CPR, and AED training based on with American Heart Association or American Red Cross Standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.

F. Attendant(s)/Leader(s)/Specialist(s) must pass a background investigation including testing for illegal substances.

G. Attendant(s)/Leader(s)/Specialist(s) must complete 8 hours of child care training per calendar year. Training must be completed prior to Program start dates and completed on an annual basis.

Responsibilities:

A. Attendant(s)/Leader(s)/Specialist(s) assist with planning preparation and delivery of recreation programs, education programs, special events, camps, and public programs.

B. Attendant(s)/Leader(s)/Specialist(s) engage in creative, age-appropriate, and responsibly managed activities with youth/program participants.

C. Attendant(s)/Leader(s)/Specialist(s) provide assistance in educational presentations.

D. Attendant(s)/Leader(s)/Specialist(s) are responsible for moderately complex reporting and recordkeeping.

4. Training/Orientation

A. The Department is responsible for providing training and orientation to Program Employees working with children and for specific job responsibilities. Program Coordinators will provide each Supervisor and Attendant/Leader/Specialist with a Program Manual specific to each Youth Program.

B. Program Employees must be familiar with the Standards of Care as adopted by the City Council.

C. Program Employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.

D. Program Employees will be trained in appropriate procedures to handle emergencies.

E. Program Employees will be trained in City, Departmental, and Program policies and procedures, provision of recreation activities, safety issues, child care training, and organization.

F. Program Employees must have successfully completed a course in first aid, CPR, and AED training based on with American Heart Association or American Red Cross Standards. An exception can be made for no more than one staff person at each site, and that person shall successfully complete a first aid and CPR course within four weeks of starting work.

G. Program Employees will be required to sign an acknowledgement that they received the required training.

OPERATIONS

1. Staff-Participant Ratio

A. The standard ratio of Participants to Attendant(s)/Leader(s)/Specialist(s) in programs will be no more than 20:1. In the event an Attendant/Leader/Specialist is unable to report to work, a replacement will be assigned.

B. Each Participant shall have a Program Employee who is responsible for the Participant and who is aware of the Participants habits, interests, and any special problems as identified by the Participant's Parent(s) during the registration process.

2. Notification

A. Parents must be notified immediately when Program Employees are aware of a Participant injury or a Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, and/or illness).

B. The disease will be reported to City of Amarillo Department of Public Health/Amarillo Bi-City-County Health District. All parents must be notified if there is an outbreak of any communicable disease or a single case of one of the notifiable conditions.

C. Attendant(s)/Leader(s)/Specialist(s) must complete an injury report and submit the report to the Supervisor and/or Program Coordinator.

3. Discipline

A. Program Employees will implement discipline and guidance in a consistent manner based on the best interests of the Program Participants.

B. There must be no cruel or harsh punishment or treatment.

C. Program Employees may use brief, supervised separation from the group, if necessary.

D. As necessary, Program Employees will initiate discipline reports to Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports detailed in the Program Manual may result in a Participant being suspended from the Program.

F. In instances where there is a danger to Participants or Program Employees, offending Participant(s) will be removed from the Program Site as soon as possible.

4. Programming

A. Program Employees will attempt to provide activities for each group according to the Participant's ages, interests, and abilities. The activities must be appropriate to the Participants' health, safety and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.

B. Program Employees will attempt to provide indoor (Warford Center/Zoo) and outdoor time periods that include:

(1) alternating active and passive activities;
(2) opportunity for individual and group activities; and
(3) outdoor time each day weather permits.

C. Program Employees will be attentive and considerate of the Participants' safety including access to emergency medical forms, emergency contact information for each Participant, first aid supplies and a Guide to First Aid and Emergency Care.

D. Program Employees must have a written list of the Participants in the group and must check roll frequently.

5. Communication

A. Each Program Site will have access to a telephone for use in contacting Supervisor, Program Coordinator, Director or for emergency calls.

B. The Program Coordinator(s) will make available the following phone numbers to all Program Employees:

(1) Amarillo Medical Services – Ambulance
(2) Amarillo Police Department
(3) Amarillo Fire Department
(4) Poison Control
(5) Program Site Phone Number
(6) Numbers at which Parents may be reached
(7) Director/ Parks Administration Office

6. Transportation

A. The City of Amarillo does not provide transportation services related to Youth Programs.

FACILITY STANDARDS

1. Safety

A. Program Employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of Participants. A daily inspection report will be completed by Program Employees and kept on file by the Supervisor and/or Program Coordinator.

B. Buildings, grounds and equipment on the Program Site will be inspected, cleaned, repaired and maintained to protect the health of the Participants.

C. Program equipment and supplies must be safe for Participants use.

D. Program Employees must have first aid supplies readily available at each Program Site.

E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.

F. Porches and platforms more than 30 inches above ground at the Program site must be equipped with railings Participants can reach.

G. All swing seats at Program Sites must be constructed of durable, lightweight, relatively pliable material.

H. Program Employees must have first aid supplies readily available to Program Staff in a designated location. Program Employees must have an immediately accessible Guide to First Aid and Emergency Care.

2. Fire

A. In case of fire, danger of fire, explosion, or other emergency, Program Employees first priority is to evacuate the Participants to a safe area.

B. The Program Site will have an annual fire inspection by the City's Fire Marshal as appropriate (Warford Center, Zoo) and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the City Council.

C. All Program Employees will be trained in the proper use of fire extinguishers as well as to the locations of fire extinguishers at Program Sites.

D. Fire drills will be initiated at Program Sites based on the following schedule:

(1) Warford Center After-School Program – A fire drill will be conducted once every three months.
(2) Amarillo Zoo – A fire drill will be conducted once per session.

3. Health

A. Illness or Injury

(1) A Participant who is considered to be a health or safety concern to other Participants or Program Employees will not be admitted to the Program.
(2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program Employees.
(3) Program Employees will follow all plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program Manual.
(4) Program Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Medication Administration

(1) Program Employees will not administer medication.
(2) Medications needed for immediate us for life-threatening conditions (e.g. bee-sting medication, inhaler) and limited medications approved for use in first-aid kits may be carried and self administered by Participant.
(3) Program shall have on file a written statement for Participant to carry medication and related paraphernalia or devices.

C. Toilet Facilities

(1) The Program Site will have inside toilets located and equipped so children can use them independently and Program Staff can supervise as needed.
(2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
(3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

(1) Each Program Site must have adequate light, ventilation and heat.
(2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a sanitary manner.
(3) Program Employees must see that garbage is removed daily.

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

Ordinance – City of Amarillo 2019/2020 Budget Amendment

This is the second reading of an ordinance to amend the Greenways Public Improvement District 2019/2020 Budget included in the City of Amarillo 2019/2020 Budget.

Agenda Item Summary

This is the second reading of an ordinance to amend the Greenways Public Improvement District 2019/2020 Budget included in the City of Amarillo 2019/2020 Budget. This Budget Amendment specifically amends the 2019/2020 fiscal year budget for the following fund:

- Greenways Public Improvement District (PID) Fund - $300,000

Requested Action

Approval of the ordinance to amend the City of Amarillo 2019/2020 Budget.

Funding Summary

N/A

Community Engagement Summary

The Greenways PID Board met on May 15, 2020 and voted to recommend approval of the above budget amendment.

Staff Recommendation

Staff recommendation is to approve the 2019/2020 fiscal year budget amendment.

01/27/20

ORDINANCE NO. 7863

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2019-2020 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2019-2020.

SECTION 2. That this ordinance shall be effective on and after its adoption;

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the _____ day of July 2020; and PASSED on Second and Final Reading the _____ day of July 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT "A"

1. Greenways PID Expenditure Budget, Account 27100.83200 Improvements - Parks = $300,000 addition

CITY OF AMARILLO
DEVELOPMENT SERVICES

INTERDEPARTMENTAL MEMO

Date: June 8, 2020

To: Jared Miller, City Manager

From: Kelley Shaw, Development Services Coordinator

Through: Floyd Hartman, Development Services ACM
Laura Storrs, Public Safety & Organizational Services ACM

RE: Greenways Public Improvement District (PID) Budget Amendment

Following up on the Greenways PID reimbursement discussion that was held a few weeks ago, it was determined that to move forward with a reimbursement, a budget amendment would be needed. Since that time, Eddie Scott has made a formal request for reimbursement of $300,000 from the Greenways PID surplus fund balance.

Staff convened the Greenways PID Advisory Board on May 15th to discuss the reimbursement request. After consideration of the request, the Board unanimously recommended approval of the reimbursement request. City staff have also considered the request and believe the reimbursement, if approved, would not negatively affect the current or future Greenways PID fund balance.

Given State law allows for reimbursement agreements for public improvement costs and the Greenways PID Advisory Board has unanimously recommended approval of the Developer's reimbursement request, City staff recommends the reimbursement process move forward with the necessary preparation of a Greenways PID budget amendment and subsequent City Council action.

If you have any questions or require additional information, please let me know.

B. There must be no cruel or harsh punishment or treatment.

C. Program Employees may use brief, supervised separation from the group, if necessary.

D. As necessary, Program Employees will initiate discipline reports to Parent(s) of Participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

E. A sufficient number and/or severe nature of discipline reports detailed in the Program Manual may result in a Participant being suspended from the Program.

F. In instances where there is a danger to Participants or Program Employees, offending Participant(s) will be removed from the Program Site as soon as possible.

4. Programming

A. Program Employees will attempt to provide activities for each group according to the Participant's ages, interests, and abilities. The activities must be appropriate to the Participants' health, safety and well-being. The activities also must be flexible and promote the Participants' emotional, social, and mental growth.

B. Program Employees will attempt to provide indoor (Warford Center/Zoo) and outdoor time periods that include:

(1) alternating active and passive activities;
(2) opportunity for individual and group activities; and
(3) outdoor time each day weather permits.

C. Program Employees will be attentive and considerate of the Participants' safety including access to emergency medical forms, emergency contact information for each Participant, first aid supplies and a Guide to First Aid and Emergency Care.

D. Program Employees must have a written list of the Participants in the group and must check roll frequently.

5. Communication

A. Each Program Site will have access to a telephone for use in contacting Supervisor, Program Coordinator, Director or for emergency calls.

B. The Program Coordinator(s) will make available the following phone numbers to all Program Employees:

(1) Amarillo Medical Services – Ambulance
(2) Amarillo Police Department
(3) Amarillo Fire Department
(4) Poison Control
(5) Program Site Phone Number
(6) Numbers at which Parents may be reached
(7) Director/ Parks Administration Office

6. Transportation

A. The City of Amarillo does not provide transportation services related to Youth Programs.

FACILITY STANDARDS

1. Safety

A. Program Employees will inspect Program areas daily to detect sanitation and safety concerns that might affect the health and safety of Participants. A daily inspection report will be completed by Program Employees and kept on file by the Supervisor and/or Program Coordinator.

B. Buildings, grounds and equipment on the Program Site will be inspected, cleaned, repaired and maintained to protect the health of the Participants.

C. Program equipment and supplies must be safe for Participants use.

D. Program Employees must have first aid supplies readily available at each Program Site.

E. Air conditioners, electric fans, and heaters at the Program Site must be mounted out of Participants' reach or have safeguards that keep Participants from being injured.

F. Porches and platforms more than 30 inches above ground at the Program site must be equipped with railings Participants can reach.

G. All swing seats at Program Sites must be constructed of durable, lightweight, relatively pliable material.

H. Program Employees must have first aid supplies readily available to Program Staff in a designated location. Program Employees must have an immediately accessible Guide to First Aid and Emergency Care.

2. Fire

A. In case of fire, danger of fire, explosion, or other emergency, Program Employees first priority is to evacuate the Participants to a safe area.

B. The Program Site will have an annual fire inspection by the City's Fire Marshal as appropriate (Warford Center, Zoo) and the resulting report will detail any safety concerns observed. The report will be forwarded to the Director who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the City Council.

C. All Program Employees will be trained in the proper use of fire extinguishers as well as to the locations of fire extinguishers at Program Sites.

D. Fire drills will be initiated at Program Sites based on the following schedule:

(1) Warford Center After-School Program – A fire drill will be conducted once every three months.
(2) Amarillo Zoo – A fire drill will be conducted once per session.

3. Health

A. Illness or Injury

(1) A Participant who is considered to be a health or safety concern to other Participants or Program Employees will not be admitted to the Program.
(2) Illnesses and injuries will be handled in a manner to protect the health of all Participants and Program Employees.
(3) Program Employees will follow all plans to provide emergency care for injured Participants with symptoms of an acute illness as specified in the Program Manual.
(4) Program Employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Medication Administration

(1) Program Employees will not administer medication.
(2) Medications needed for immediate us for life-threatening conditions (e.g. bee-sting medication, inhaler) and limited medications approved for use in first-aid kits may be carried and self administered by Participant.
(3) Program shall have on file a written statement for Participant to carry medication and related paraphernalia or devices.

C. Toilet Facilities

(1) The Program Site will have inside toilets located and equipped so children can use them independently and Program Staff can supervise as needed.
(2) There must be one flush toilet for every 30 children. Urinals may be counted in the ratio of toilets to children, but they must not exceed 50% of the total number of toilets.
(3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

(1) Each Program Site must have adequate light, ventilation and heat.
(2) Each Program Site must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the Participants in a sanitary manner.
(3) Program Employees must see that garbage is removed daily.

C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

Ordinance – City of Amarillo 2019/2020 Budget Amendment

This is the second reading of an ordinance to amend the Greenways Public Improvement District 2019/2020 Budget included in the City of Amarillo 2019/2020 Budget.

Agenda Item Summary

This is the second reading of an ordinance to amend the Greenways Public Improvement District 2019/2020 Budget included in the City of Amarillo 2019/2020 Budget. This Budget Amendment specifically amends the 2019/2020 fiscal year budget for the following fund:

- Greenways Public Improvement District (PID) Fund - $300,000

Requested Action

Approval of the ordinance to amend the City of Amarillo 2019/2020 Budget.

Funding Summary

N/A

Community Engagement Summary

The Greenways PID Board met on May 15, 2020 and voted to recommend approval of the above budget amendment.

Staff Recommendation

Staff recommendation is to approve the 2019/2020 fiscal year budget amendment.

01/27/20

ORDINANCE NO. 7863

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2019-2020 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2019-2020 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2019-2020.

SECTION 2. That this ordinance shall be effective on and after its adoption;

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the _____ day of July 2020; and PASSED on Second and Final Reading the _____ day of July 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT "A"

1. Greenways PID Expenditure Budget, Account 27100.83200 Improvements - Parks = $300,000 addition

CITY OF AMARILLO
DEVELOPMENT SERVICES

INTERDEPARTMENTAL MEMO

Date: June 8, 2020

To: Jared Miller, City Manager

From: Kelley Shaw, Development Services Coordinator

Through: Floyd Hartman, Development Services ACM
Laura Storrs, Public Safety & Organizational Services ACM

RE: Greenways Public Improvement District (PID) Budget Amendment

Following up on the Greenways PID reimbursement discussion that was held a few weeks ago, it was determined that to move forward with a reimbursement, a budget amendment would be needed. Since that time, Eddie Scott has made a formal request for reimbursement of $300,000 from the Greenways PID surplus fund balance.

Staff convened the Greenways PID Advisory Board on May 15th to discuss the reimbursement request. After consideration of the request, the Board unanimously recommended approval of the reimbursement request. City staff have also considered the request and believe the reimbursement, if approved, would not negatively affect the current or future Greenways PID fund balance.

Given State law allows for reimbursement agreements for public improvement costs and the Greenways PID Advisory Board has unanimously recommended approval of the Developer's reimbursement request, City staff recommends the reimbursement process move forward with the necessary preparation of a Greenways PID budget amendment and subsequent City Council action.

If you have any questions or require additional information, please let me know.

D

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 28, 2020	Council Priority	N/A

Department	Public Works

Agenda Caption

CONSIDERATION OF ORDINANCE NO. _____
(Contact: Donny Hooper, Assistant Public Works Director)
This is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 18-4, Article II Sections 18-4-14 and 18-4-15 to modify residential drainage utility charge calculation and billing process.

Agenda Item Summary

This ordinance will simplify the rate structure for the calculation and assessment of the drainage utility charge on residential property. It will also restore the residential billing process for the drainage utility charge to be sent to the occupancy of the residential property rather than the owner.

Requested Action

Consider approval of amended ordinance for Drainage Utility billing

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of ordinance change

6/17/20 MWN _____

ORDINANCE NO. 7864

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 18-4, ARTICLE II, SECTIONS 18-4-14 AND 18-4-15, TO MODIFY RESIDENTIAL DRAINAGE UTILITY CHARGE CALCULATION AND BILLING PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVISING FOR CONTINUATION OF PRIOR LAW; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City Council desires to implement a more simplified rate structure for the calculation and assessment of the drainage utility charge on residential property; and

WHEREAS, the City Council desires to restore the residential billing process for the drainage utility charge to be sent to the occupant of residential property rather than the owner;

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

SECTION 1. That Chapter 18-4, Article II, Section 18-4-14 be and hereby is amended in part to now read as follows:

Sec. 18-4-14. - Drainage utility charge.

(a) – (b) [NO TEXT CHANGE]

(c) The ERU value for commercial property is determined through an inventory of all improved commercial parcels in the City and determination of Impervious Area for each parcel. Evaluation of these data determined that the equivalent residential unit Impervious Area value for assigning charges to commercial properties is two thousand eight hundred (2,800) square feet.

(d) Residential rates shall be based on evaluation of land parcel Impervious Area for single-family properties. The following three-rate tiers are established for assignment of charges:

(1) Tier 1 "Small" less than 2,072 square feet impervious area

(2) Tier 2 "Typical" 2,072-3,236 square feet impervious area

(3) Tier 3 "Large" greater than 3,236 square feet impervious area

(e) Commercial Rates shall be based on Impervious Area determination for each parcel. The Total ERU shall be calculated as follows and be rounded to the nearest one-hundredth:

Total ERU's = (Impervious Area/2,800 sq. ft.), minimum 1 ERU

(f) The monthly Drainage Utility Charge for residential properties shall be calculated by determining the total impervious square footage area for the parcel and assigning the appropriate monthly billing rate. The following monthly billing rates are hereby established and shall be used to assign the flat rate monthly Drainage Utility Charge for all residential property located in the City in accordance with the applicable rates established in the is subsection:

Tier 1 "Small" less than 2,072 square feet impervious area = $1.92

Tier 2 "Typical" 2,072-3,236 square feet impervious area = $2.82

Tier 3 "Large" greater than 3,236 square feet impervious area = $4.26

(g) The following ERU monthly billing rate is hereby established and shall be used to calculate the total monthly Drainage Utility Charge for all commercial property located in the City in accordance with the applicable formula established in this subsection: ERU rate = $2.82 per ERU per month.

(h) – (j) [NO TEXT CHANGE]

SECTION 2. That Chapter 18-4, Article II, Section 18-4-14 be and hereby is amended in part to now read as follows:

Sec. 18-4-15. - Billing, payments, and penalties.

(a) [NO TEXT CHANGE]

(b) The Director of Public Works shall assume that each utility account in the service area serves one (1) or more Users of a Benefitted Property, and shall calculate and assess the Drainage Charges to the occupant of the Benefitted Residential Property and to the owner of the Benefitted Commercial Property, in coordination with the utility billing office of the City.

(c) - (f) [NO TEXT CHANGE]

SECTION 3. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein

shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 4. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 5. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any vested legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____day of _____, 20___; and PASSED on Second and Final Reading the _____day of _____, 20____.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

E

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	July 28, 2020	Council Priority	Economic Development and Redevelopment
Department	Environmental Health		
Contact	Anthony Spanel, Environmental Health Director		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. _____
(Contact: Anthony Spanel, Environmental Health Director)
Consideration of a Wastewater Pretreatment Ordinance, Chapter 8-5 Public and Environmental Health. This Ordinance will provide a uniform standard throughout the Amarillo Area Public Health District relating to the installation and maintenance of grease traps. In addition, it will aid in the prevention of sanitary sewer overflows and reduce the costs associated with maintenance of the City sewer system.

Agenda Item Summary

This Ordinance will provide a uniform standard throughout the Amarillo Area Public Health District relating to the installation and maintenance of grease traps. In addition, it will aid in the prevention of sanitary sewer overflows and reduce the costs associated with maintenance of the City sewer system.

Requested Action

To approve ordinance number _____, revising Chapter 8-5 Public and Environmental Health.

Funding Summary

Non-residential and non-industrial users that generate fats, oils or greases (FOGS) currently pay for an annual Wastewater pretreatment permit in the amount of $95.00 a year. The permit fees cover the cost associated with the program.

Community Engagement Summary

Proposed changes to Chapter 8-5 were presented to the Panhandle Restaurant Association Board, Construction Advisory and Appeals Board and the City of Canyon. The Panhandle Restaurant Association and the City of Canyon have submitted a letter of support related to the proposed changes.

Staff Recommendation

Staff recommends approval of the revisions to Chapter 8-5.

Mayor Ginger Nelson
Honorable Ginger Nelson and Amarillc City Council Members
600 S. Buchanan
Amarillo, TX

Dear Mayor and City Council Members,

The PRA includes owners and operators of 160 member restaurants and allied businesses in Amarillo. The PRA's goal is support growth of the local restaurant industry through networking, education, and local advocacy.
This letter is written to advise the Council of the PRA's support of the proposed Wastewater Pretreatment Ordinance as presented to us by Anthony Spanel, Environmental Health Director.
As we understand it, the ordinance is important to assure that restaurants operate with a consistent, enforceable standards and enable operators to project costs related to design and maintenance of the systems.
Most importantly, it helps protect resources that are vital to assure long term growth for our city and our industry.

Respectfully,

Kevin Hawkins
Board President
Panhandle Restaurant Association

Anthony Spanel
Environmental Health Director
Amarillo Area Public Health District
Re: Draft Wastewater Pretreatment Ordinance

Anthony,

City of Canyon staff has reviewed the proposed Wastewater Pretreatment Ordinance and is in full support of adoption. This will provide much needed design standards and maintenance requirements. Maintenance of grease interceptors is overlooked way too often, causing issues in the public wastewater collection and treatment systems. Thanks to you and your staff for a job well done and thanks for seeking our input. You and your department have always done a fantastic job communicating and working with the City of Canyon and we truly appreciate it.

Sincerely,

Danny Cornelius

Director of Planning and Development
City of Canyon, TX 79015
806-655-5014 ext 228
dcornelius@canyontx.com

June 25, 2020

Honorable Mayor Ginger Nelson and Amarillo City Council Members
600 S Buchanan Street
Amarillo, TX 79101

Dear Mayor and City Council Members,

Anthony Spanel, Director of Environmental Health presented to the Construction Advisory and Appeals Commission (CAAC) on February 7, 2020 the proposed Wastewater Pretreatment Ordinance. After listening to his presentation and reviewing the ordinance, the CAAC board members have agreed to support the ordinance as written and presented. The ordinance will provide the much-needed design standards and maintenance requirements that protects the city sanitary sewer system and the overall environment.

Sincerely,

Frank Willburn
CAAC Chairman

Cc: Jeff Bryant, Vice Chair
Jim Banes
Richard Constancio
George Cumming
Joel Favela
Ryan Huseman
Jeff Neely
Tom Roller
File

ORDINANCE NO. 7805

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-5 ARTICLE I, SECTION 8-5-1 TO PROVIDE ADDITIONAL DEFINITIONS; AND ARTICLE IV, TO ADD SECTION 8-5-27 TO REGUALTE NONRESIDENTIAL AND NONINDUSTRIAL FATS, OILS, GREASE DISCHARGE AND HAULING, AND MANAGEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, industrial production of fats, oils, and greases, is a common byproduct or waste of various industrial or manufacturing processes and of the food processing and service industry; and,

WHEREAS, the industrial production and disposal of fats, oils, and greases is already adequately addressed in the Code of Ordinances; and

WHEREAS, now the continuing growth of the restaurant industry and the resulting proliferation of fats, oils, and greases from such establishments is not adequately and consistently managed, thereby posing an environmental health risk for which reasonable sanitation regulations, inspections and permit is needed in order to better protect the public health, safety and welfare;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-5, Article I, Section 8-5-1 be and hereby is amended to now read as follows:

[Note to codifier: Insert these new definitions in alphabetical order with the existing definitions.]

Sec. 8-5-1. – Definitions

Biological Oxygen Demand (BOD): The value of the five (5) day test for Biological Oxygen Demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater".

Chemical Oxygen Demand (COD): The value of the test for Chemical Oxygen Demand, as described in the latest edition of "Standards Methods for the Examination of Water & Wastewater".

Fats, Oils, and Greases (FOG): Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All or sometimes referred to herein as "grease" or "greases".

Generator: Any person who owns or operates a grease trap/interceptor, or whose act or process produces grease waste.

Grease-bearing Source: Any equipment or fixture located within the food preparation areas such as three-compartment sinks, pot/pan sinks, hand-washing sinks, pre-rinse stations, dishwashers, mop sinks and floor drains which may contain wastewater containing grease.

Grease Trap or Interceptor: A device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as "grease trap/interceptor".

Grease Trap Waste: Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or food processing establishment.

Onsite Sanitary Sewage Facility (OSSF): means one or more systems of treatment devices and disposal facilities that:

(A) produce not more than 5,000 gallons of waste each day; and

(B) are used only for disposal of sewage produced on a site on which any part of the system located.

pH: The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works: A treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act. Which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this ordinance, the terms "sanitary sewer system" and "POTW" may be used interchangeable.

Transporter: A person who is registered with and authorized to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with State law.

Sec. 8-5-27. – Management of Fats, Oils & Grease.

(a) *Purpose and Objectives.* In order to protect public health, the sanitary sewer system and the overall environment, this section states uniform requirements for fats, oils and grease (FOG) generators and transporters within the City of Amarillo and Amarillo Area Public Health District and enables the City and District to comply with all applicable State and Federal Laws. The objectives of this article are:

1. To aid in the prevention of sanitary sewer overflows resulting from blockages and obstructions due to the accumulation of fats, oils and greases;

2. To promote the proper maintenance of grease traps/interceptors; and

3. To ensure the proper handling and disposal of grease trap waste.

(b) *Applicability.*

1. This section applies only to a covered facility, which means one that is defined as a Food Establishment in section 8-5-1 that (i) generates fats, oils or greases as a result of food manufacturing, processing, preparation, or food service, and (ii) is a user of either an OSSF or a Publicly Owned Treatment Works (POTW) of a municipality within the District. These facilities include, but are not limited to: restaurants, food manufactures, food processors, hospitals, schools, day care, hotels and motels, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for human consumption. Provided, however, any such facility that does not produce any Fats, Oils, or Greases as a result of their operation may apply for a variance in 8-5-19 and be declared exempt from the requirements of this section.

2. This section does not apply (i) to a domestic residence; or (ii) to an industrial facility that discharges fat, oil, grease, or other waste that is subject to regulation by chapter 18-3 of this Code of Ordinances.

(c) *Requirement; Prohibition; Offense.*

1. A covered facility that is subject to the requirements of this section shall install, use, and maintain appropriate grease traps or interceptors as required by this Code.

2. No covered facility may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin: (i) into a POTW system or OSSF in such amounts as to cause interference, obstruction, or

blockage in the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment; or (ii) so as to cause or contribute to a spill, seep, or exposure to fats, oils, grease, or sewage upon or across the land surface.

3. A violation of subsection (1) or (2) is a class C misdemeanor offense of a health and sanitation ordinance, and upon conviction shall be subject to the enhanced fine amounts provided in Section 1-1-5 of this Code of Ordinances.

(d) *Installation and Maintenance Requirements*

1. *New Facility.* A covered facility which is newly proposed or constructed, shall be required to design, install, operate and maintain a grease trap or grease interceptor in accordance with locally adopted plumbing codes, this section and any other applicable ordinance or guideline as required by the District. Grease traps/interceptors shall be installed and inspected prior to issuances of a certificate of occupancy and a Food Hygiene permit.

2. *Existing Facility.* An existing covered facility which will be expanded or extensively renovated for a new or existing business, or where there is an inadequately sized grease trap/interceptor, or where there is no installed grease trap/interceptor, shall be required to design, install, operate and maintain a grease trap or grease interceptor in accordance with locally adopted plumbing codes, this section and any other applicable ordinance or guideline as required. Grease traps/interceptors shall be installed and inspected prior to issuances of a certificate of occupancy and a Food Hygiene permit. For purposes of this subsection, "extensively renovated" means an improvement (or, a series of improvements performed or started within a six calendar month period), the total cost of which equals or exceeds 30% of the value of the facility prior to the improvement(s).

3. *Maintenance.* Each grease trap/interceptor shall be operated and maintained in accordance with the manufacturer's instruction.

(e) *Design Criteria.* In order to meet the requirements of this section, a grease trap/interceptor design shall:

1. include a sample port of adequate size to facilitate effluent sampling.

2. be designed and approved to meet nationally developed Standards of Conformance, for example but not limited to: ANSI, PDI, NSF, ASME, UPC.

3. receive all grease-bearing sources, which shall be routed through a grease trap/interceptor.

4. be constructed with a minimum of one baffle wall. Hydromechanical units can be used if properly sized and designed by a Licensed Professional Engineer.

5. not receive domestic wastewater or sewage.

6. be accessible for service by appropriate vehicles and equipment. Accordingly: (i) all feasible effort must be made to place the grease trap/interceptor outside of the structure. (ii) If due to site constraints the unit must be placed within the structure, the grease trap/interceptor must be separated from the interior by means of a corridor. (iii) If (i) or (ii) cannot be met, alternative placements will be reviewed on a case by case basis.

(f) *Sizing Requirements.*

1. Sizing methods must be conducted in accordance with the Amarillo Area Public Health District's locally adopted Grease Interceptor Sizing Worksheet.

2. Where sizing formulas result in a calculated grease trap/interceptor volume of less than 1,000 gallons, a grease trap/interceptor volume of 1,000 gallons will be required for the installation.

3. A covered facility that proposes to use alternate sizing techniques and/or procedures that result in specifications that differ from the above calculation requirements, must submit alternative plan and calculations to support a proposed alternate grease trap/interceptor size. The alternative method submittal shall include the following minimum information:

i. All calculations with recommended sizing for the specific site;

ii. Site-specific drawings of the proposed grease trap/interceptor installation to include all service lines and connections.

iii. Documentation from the manufacturer showing the ability of the proposed grease trap/interceptor will meet the effluent quality requirements; and

iv. Plans and calculations signed and sealed by a Licensed Professional Engineer.

(g) *Maintenance and Cleaning.*

1. Grease trap/interceptor shall be maintained in an efficient operating and sanitary condition and shall be maintained and operated in accordance with the manufacturer's specifications and this section at all times. The introduction of any surfactants, solvents, or emulsifiers into a grease trap that allows the grease to pass from the trap into the collection system, including but not limited to, enzymes, diesel, kerosene, terpene or other solvents is not permitted.

2. All grease trap/interceptor waste shall be properly disposed of by an authorized hauler/transporter and disposed of at a licensed facility.

3. Grease traps/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge follows local discharge limits; and to ensure no visible grease is observed in the discharge.

4. Grease traps and grease interceptors subject to this section shall be completely evacuated at a minimum frequency of every ninety (90) days, unless an alternative schedule is determined and approved by the department. In any event, a grease trap/interceptor shall be fully evacuated, cleaned and inspected at least once every three hundred and sixty-five (365) days.

5. A more frequent cleaning schedule may be required when:

i. Twenty-five (25) percent or more of the wetted height of the grease trap or grease interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; or

ii. The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the POTW; or

iii. There is a history of non-compliance, generating illicit discharges, sewer backups, or sanitary sewer overflows due to grease deposition in the grease trap, floor drains, or in their servicing city sewer lateral, sewer blockages in the grease trap or downstream of the grease trap in the entities' servicing sewer lateral/sewer main; or

iv. If there is evidence of grease pass through and detrimental accumulation in the entities' servicing OSSF, sewer lateral, or sewer main as visualized and recorded by a camera.

6. Grease traps/interceptors of fifty (50) gallon or less capacity may use the following self-cleaning program, subject to any other applicable provision:

i. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose of into the solid waste container);

ii. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to service;

iii. Detailed records on these activities are maintained in accordance with manifest requirements within this section.

7. Each pump-out of a grease trap/interceptor must be accompanied by a manifest to be used for record keeping purposes and retained by the covered facility.

8. Manifests must be completed and distributed by the transporter as required by State law.

9. Manifests shall be maintained on file by the generator and transporter in accordance with applicable law State law.

10. Periodic grease trap/interceptor inspections will be conducted in conjunction with Food Hygiene or other inspections. All required records must be made available at time of inspection to verify proper maintenance.

SECTION 3. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Commission of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 4. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 5. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any pending suit or proceeding, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any prior vested just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this Code of Ordinances.

SECTION 7. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____day of _____, 20___; and PASSED on Second and Final Reading the _____day of _____, 20____.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

F

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 28, 2020	**Council Priority**	
Department	City Secretary		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

Consider Approval – Joint Election Agreements:
(Contact: Kevin Starbuck, Assistant City Manager)
Terms and conditions as noted
This item approves agreements with the Potter and Randall Counties Election Administrators to conduct joint elections on November 3, 2020 with the City of Amarillo. This allows the participating entities to share vote center locations and authorizes the Potter and Randall Counties Election Administrators to perform the duties associated with an election. The conduct of a joint election reduces election costs for each of the entities.

Agenda Item Summary

This item considers agreements with Potter and Randall counties and lists the vote centers for both election day and early voting.

Requested Action

Approval of agreements with both counties.

Funding Summary

Cost will vary in cost. This election has been budgeted in the City Secretary's budget – 1220.51900.

Community Engagement Summary

Council will encourage voters to get out and vote.

Staff Recommendation

Approval of agreements.

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

CONTRACT FOR ELECTION SERVICES AND JOINT ELECTION AGREEMENT

THIS CONTRACT made by and between Potter County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and the City of Amarillo, hereinafter referred to as "Entity," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 3, 2020, and to be administered by Melynn Huntley, Elections Officer, hereinafter referred to as "Elections Administrator".

Said Entity is holding a Special Election, at their expense on November 3, 2020.

The County owns an electronic voting system, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. The Entity desires to use the County's electronic voting system and to compensate the County for such use.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator of Potter County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Entity agrees to pay Potter County for equipment, supplies, services, staff overtime directly incurred as a result of the election, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Entity shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity.

It is understood that other Political Subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Potter County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. The Entity agrees that other Political Subdivisions that may have territory

located partially or wholly within the boundaries of the Entity, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided proportionately among the participants (Exhibit "C").

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Entity's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Entity, including translation to languages other than English. The Entity shall provide a copy of their election order and notice to the Elections Administrator.

Each Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of any Special Election or election procedure changes, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Potter County. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity.

If polling places are different from the polling place(s) used by the Entity in its most recent election, the County agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Entity's polling place names and addresses in effect for election. Election Day locations are listed on Exhibit "A".

In the November 3, 2020 election, Potter County will utilize county-wide voting. As such, there will be 16 polling locations. Registered voters will be able to vote on Election Day at any of the polling locations.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator is required to use election judges, alternate judges and clerks that have been approved by the county political parties. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be approved by the Entity as required by law. The Elections Administrator will recruit at least one polling place official who is bilingual (fluent in both English and Spanish) for each polling location.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint. Election workers will be compensated for the two-hour training class.

Each election judge and election clerk will receive compensation at a rate of $12.00 per hour as established by Potter County pursuant to Texas Election Code Section 32.091. Election judges and clerks will be entitled to receive pay at a rate of time-and-a half per hour for all hours worked over 40 in a week. The election judge and alternant judge will share an additional sum of $25.00 for returning the supplies and equipment to the central counting station after the polls close.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary employees of the County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Entity, the Election Administrator will order the maps and pass that charge on to that particular Entity.

The Entity shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). All ballot information for the ballot will be provided in both English and Spanish. This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The Entity agrees to appoint the Elections Administrator as the Early Voting Clerk. The Entity also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Entity further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Potter County pursuant to Section 83.052 of the Texas Election Code. Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit "B." Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Entity a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Potter County Election Board shall appoint a Signature Verification Committee (SVC) and Early Voting Ballot Board (EVBB) to process early voting results from the Election. The County Election Board shall appoint up to nine additional members to constitute the EVBB. Five people will be appointed to the Signature Verification Committee. The Elections Administrator shall determine the number of members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

1. Counting Station Manager
2. Tabulation Supervisor
3. Assistant Tabulation Supervisor
4. Presiding Judge
5. Alternate Judge

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial results to the Entity as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula, which is based on the cost per polling place. Costs for polling places shared by Entity and other Political Subdivisions shall be divided proportionately among the participants utilizing that polling place. Exhibit "C" shows the formula for determining cost share per Entity and Political Subdivision.

It is agreed that a rental rate of $250 per Verity unit will be charged for the County's voting equipment used on Election Day and/or Early Voting and shall be divided proportionately among the participants utilizing each polling location. Exhibit "D" shows an estimate of expenses for the Joint Election and cost estimate by Entity.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Entity is fully liable for any expenses incurred by Potter County on behalf of the Entity. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed joint general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Entity's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Potter County Treasurer and the Potter County Auditor in accordance with Section 31.099 of the Texas Election Code.

2. In the event that an election contest is initiated under Title 14 of the Texas Election Code in relation the Entity's election, the Entity shall choose and provide, at its own expense, competent legal counsel for Potter County, the Potter County Elections Administrator, and such other Potter County officials,

employees, or election personnel as may be included as parties or participants in that election contest.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. The parties agree that under the Constitution and laws of the State of Texas, neither Potter County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

5. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

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

7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

8. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2020, been executed on behalf of Potter County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

POTTER COUNTY, TEXAS

By: _____
Melynn Huntley
Elections Administrator

2. It has on this _____ day of _____, 2020, been executed on behalf of the Entity by its Presiding Officer or authorized representative, pursuant to an action of the Entity so authorizing.

CITY OF AMARILLO:

By:_____

EXHIBIT A – ELECTION DAY POLLING LOCATIONS

Amarillo Auto Supply and Off Road
3601 E. Amarillo Blvd.

Casey Carpet One
3500 I-40 West Frontage Road

Chaparral Hills Church
4000 W. Cherry

Don Harrington Discovery Center
1200 Streit Drive

The Church at Bushland
1800 FM 2381, Bushland

~~Grace Community Church~~
~~4111 Plains Blvd.~~

Highland Park ISD Admin. Bldg.
15300 E. Amarillo Blvd.

Hillside Christian Church, NW
600 Tascosa Road

Kids, Inc.
2201 SE 27th

Lighthouse Baptist Church
5631 Pavillard

Pride Home Center
3503 NE 24th

Second Baptist Church
419 N. Buchanan

Trinity Baptist Church
1601 I-40 West

United Citizens Forum
901 N. Hayden

Valle de Oro Fire Station
23801 FM 1061, Valle de Oro

Wesley Community Center
1615 S. Roberts

EXHIBIT B - POLLING HOURS AND LOCATIONS FOR EARLY VOTING

MAIN EARLY VOTING:
Santa Fe Building, Ticket office
900 S. Polk
Maximum # of Judges and Clerks: 11

Hours for voting at Santa Fe Building:

Mon – Fri., Oct. 19-23	8:00 a.m. – 5:00 p.m.
Sat., Oct. 24	7:00 a.m. – 7:00 p.m.
Sun., Oct. 25	12:00 p.m. – 5:00 p.m.
Mon. – Fri., Oct. 26 – 30	7:00 a.m. – 7:00 p.m.

BRANCH EARLY VOTING:

Precinct 1:
Casey Carpet One
3500 I-40 W Frontage Rd.
Maximum # of Judges and Clerks: 6

Precinct 2:
~~United Amigos~~
~~3300 E I-40~~
Maximum # of Judges and Clerks: 5

Precinct 3:
~~The Craig~~
~~5500 SW 9th Ave~~
Maximum # of Judges and Clerks: 6

Precinct 4:
Cornerstone Outreach
1111 N. Buchanan
Maximum # of Judges and Clerks: 5

Hours for Branch Locations Early Voting:

Mon – Fri., Oct. 19-23	8:00 a.m. – 5:00 p.m.
Sat., Oct. 29	12:00 p.m. – 5:00 p.m.
Sun., Oct. 30	12:00 p.m. – 5:00 p.m.
Mon. – Fri., Oct. 31-Nov. 4	8:00 a.m. – 5:00 p.m.

EXHIBIT C - SAMPLE COST BY ENTITY

The jurisdictions of participating entities are located in following voting precincts:

Potter County – 24 total precincts
121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 321, 322, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

City of Amarillo – 22 total precincts
121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

Potentially other entities could affect the share of expenses

There are total of 46 "entity precincts" represented by the participating entities. (24 + 22)

In allocating appropriate expenses to participating entities, the total costs will be based on the percent of the total "entity precincts" with which the participating entity has jurisdiction.

Therefore, the total costs will be divided as follows:

Potter County	24 precincts	52% of total cost of election
City of Amarillo	22 precincts	48% of total cost of election*

*Costs not to exceed $45,000. Due to the high costs incurred with a Presidential Election, Potter County agrees to cap the expense to the City of Amarillo at $45,000.

EXHIBIT D - COST ESTIMATE FOR ELECTION

Description	Amount*
Ballot Layout, Audio, Coding	.00
Ballots	2000.00
Field Techs/Site Support/Phone Bank	1500.00
Early Voting Ballot Board/Signature Verification Committee	2600.00
Early Voting Personnel	34600.00
Election Day Personnel	23500.00
Central Counting Station Personnel	1600.00
Election Office overtime	5500.00
Election Day deliveries	300.00
Truck Rental	1000.00
Security, EV, ED & CCS	3300.00
ABBM Kits/Postage (2500 kits @ $1.50 each)	3750.00
Ballot on Demand (Military) and Sample Ballots Online	600.00
Election Kits	640.00
Verity Lease fee (200 units @ $250 each)	50000.00
Public Notice of Test, AGN	400.00
Notice of Election, AGN	1400.00
Subtotal	144,090.00
City of Amarillo – 48%	69,163.20
10% Administrative Fee	6,916.32
Estimated Total	76,079.52

*Amounts are estimates only. Estimate also assumes Early Voting locations and hours.

Potter County agrees to cap the cost of the election to the City of Amarillo at $45,000.

JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT
BETWEEN
CITY OF AMARILLO
AND RANDALL COUNTY

WHEREAS, Randall County ("County") and the City of Amarillo ("City") noted in the signature block ("Participating Entities"), have each called an election;

WHEREAS, the Participating Entities desire to conduct these elections jointly, pursuant to Chapter 271, Texas Election Code, on November 3, 2020;

WHEREAS, the City is located partially in Randall County, and it is in the best interest of the voters of the City that are registered in Randall County to conduct an efficient election by entering into an Election Services Agreement with Randall County.

NOW, THEREFORE, the Entities adopt this Agreement to conduct a joint election:

1. SCOPE

The Participating Entities will hold elections on November 3, 2020 ("Election Day") jointly for the voters in Randall County and the City.

2. BALLOT LANGUAGE

Each of the Participating Entities will provide the appropriate ballot language in both English and Spanish for the propositions to be voted on by the qualified voters of that Participating Entity. The County will provide a final proof of ballot language, as it is to appear on the ballot, for final proof approval. The ballots shall be printed in a timely fashion in order to be available for Early Voting by mail and voting devices programmed for Early Voting by personal appearance.

3. RESPONSIBILITIES OF RANDALL COUNTY

Randall County shall be responsible for performing the duties and performing the services associated with an election for those resident voters of Randall County, including but not limited to the following:

(a) Recommend and confirm all early voting polling place locations. Days and hours for early voting on weekdays and weekends will be those days and hours provided by the County, and in accordance with State law.
(b) Agree to receive and process requests for Early Voting by Mail.
(c) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
(d) Procure and distribute all necessary election kits and supplies.

(e) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places.
(f) Notify the election judges of the date, time, and place of the election school and arrange for a facility for holding the school.
(g) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
(h) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
(i) Serve as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes and securing of electronic votes for the period for preservation required by the Election Code.
(j) Provide its Elections Division staff and offices to administer the Joint Election under the direction of the Randall County Elections Administrator.

4. CANVASS OF RESULTS

Each entity will be responsible for the canvass of the returns regarding its ballot items.

5. LOCATION OF COMMON POLLING PLACES

Exhibit "A" to this Agreement is a list of the Countywide-Super Precinct Election Day polling places. These polling places will be used for the common Election Day polling place(s) in this election. Exhibit "B" to this Agreement is a list of early voting polling places. The final designation of polling places within Randall County rests with the County. Accordingly, the County must immediately notify the District if it does not designate the polling places set forth in the attached Exhibits.

6. ALLOCATION OF ELECTION EXPENSES

(a) The County shall initially pay the expenses, and subsequently invoice each Participating Entity for its share of the expenses. Joint election expenses include, but are not limited to, expenses for equipment rental, facilities, personnel, supplies, and training actually incurred by the County for establishing and operating all early voting and Election Day activities at the polling place in the joint election territory as well as activities related to the tabulation of votes. Upon receipt of an invoice from the County election expenses, the Entity shall pay the total amount of the invoice within thirty (30) days of receipt of said invoice.
(b) The expense of any early voting polling places that are established at the request of an Entity(ies) other than those which are mutually agreed upon by all the Entities shall be borne by the requesting Entity.
(c) An Entity may cancel an election, but will be financially responsible for any expenses that were accrued, by the County, up to the time of cancellation.
(d) In the event of a recount, the expense of the recount shall be borne by the Entity(ies) involved in such recount.
(e) Election workers will be paid at the rate of $12.00 per hour.

7. LEGAL NOTICES

(a) Each Entity shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board, and for the posting or publication of election notices and all expenses related thereto. The Notice will be Bilingual and will be published or posted in both English and Spanish. The preceding sentences do not prevent the Entities or any combination of them from issuing a joint notice of election and sharing the cost of same.
(b) Each Entity shall individually submit a request for preclearance from the United States Department of Justice, if required.

8. AUTHORITY TO CONFORM TO ELECTION LAW

The Entities authorize the County's Elections Administrator and the District's Superintendent to vary the terms of this Agreement as may be necessary to conform to applicable law or to comport with proper election procedures without the need for further action by the governing body of any Participating Entity.

9. EFFECTIVE DATE

This Agreement takes effect upon the complete execution of this Agreement by the Participating Entities.

RANDALL COUNTY, TEXAS

By: Shannon Lackey

Attest: _____

Shannon Lackey
Elections Administrator

Date: 7-15-20

CITY OF AMARILLO

By: _____

Attest: _____

Date: _____

Randall County Election Day
Vote Centers
November 3, 2020

The Cowboy Church
8827 S. Washington
Amarillo, TX 79118

Comanche Trail Church of Christ
2700 E. 34th
Amarillo, TX 79103

Randall County Justice Center
2309 Russell Long Blvd
Canyon, TX 79015

Southwest Church of Christ
4515 Cornell
Amarillo, TX 79109

Redeemer Christian Church
3701 S. Soncy
Amarillo, TX 79121

Region 16 Education Center
5800 Bell Street
Amarillo, TX 79109

Randall County Fire Department # 2
9451 FM 2186
Amarillo, TX 79119

Arden Road Baptist
6701 Arden Road
Amarillo, TX 79109

Central Baptist Church
1601 SW 58th
Amarillo, TX 79110

Oasis Southwest Baptist Church
8201 Canyon Drive
Amarillo, TX 79110

Randall County Annex
4320 S. Western
Amarillo, TX 79110

The Summit
2008 12th Avenue
Canyon, TX 79015

Coulter Road Baptist Church
4108 S. Coulter
Amarillo, TX 79109

Early Voting Locations
General Election
Election Day November 3, 2020

Dates and time will be determined at a later date in accordance with the Texas Election Code and/or an Executive Order issued by the Governor

Randall County Election Administration Office**
1604 5th Ave
Canyon, TX 79015

Randall County Annex
4320 S. Western
Amarillo, TX 79110

Randall County Justice Center
2309 Russell Long Blvd
Canyon TX, 79015

Region 16 Education Service Center
5800 Bell Street
Amarillo, TX 79109

Comanche Trail Church of Christ
2700 E. 34th
Amarillo, TX 79103

****Main Early Voting Location**

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Fiscal Responsibility
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

CONSIDER AWARD – Contract for Randall County to Assess and Collect City of Amarillo Taxes
Randall County – Annual fee based on prior year costs
This contract is for assessment and collection of City of Amarillo taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

Agenda Item Summary

This contract for assessment and collection of taxes with Randall County is an ongoing contract that will remain in effect indefinitely. Randall County has historically been assessing and collecting City of Amarillo taxes. This new contract was prompted by Randall County to update the existing contract in place, to update statutory references, and remove redundant wording.

Requested Action

Council consideration and approval of the contract.

Funding Summary

Funding for assessment and collection of taxes is included annually in the City's budget.

Community Engagement Summary

N/A

Staff Recommendation

Staff's recommendation is for City Council's approval of the contract.

CONTRACT FOR RANDALL COUNTY TO ASSESS AND COLLECT
CITY OF AMARILLO AND AMARILLO HOSPITAL DISTRICT TAXES

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF RANDALL §

That on this the date set forth below herein, THE COUNTY OF RANDALL, TEXAS acting by and through its Commissioners Court, with the full knowledge, approval, and on behalf of its duly and legally elected Tax Assessor-Collector after ratification hereof in regularly scheduled open meeting, (hereinafter called "The County") and The City of Amarillo, Texas, home rule municipal corporation, acting by and through its duly elected City Council in open session (hereinafter called "The City") do hereby enter into the following contract each with the other. Further, THE AMARILLO HOSPITAL DISTRICT, acting by and through its Board of Managers (hereafter "District") has approved this agreement prior to the Board Chair executing same upon behalf of the District.

PURPOSES: For the term of this contract, the parties intend to and do hereby consolidate all of the duties, actions, and steps of assessing and collecting property taxes for The City and The Amarillo Hospital District in one agency and entity, under Chapters 26, 31, 32, and 33 of the Texas Property Tax Code.

STATUTORY AUTHORITY: The Statutory Authority for the making of this contract by and between the above named and undersigned parties is found in Section 6.24 of the Texas Property Tax Code, and Chapter 791, Government Code.

EFFECTIVE TERM: This contract shall commence the date the last signature is affixed and end when both parties mutually agree; provided however that The City and The Amarillo Hospital District shall have the right to terminate this agreement by giving ninety (90) days written notice of their desire and intention to terminate this agreement, and The County may terminate only on July 1, if prior notice of one year is given.

SERVICES TO BE PERFORMED BY THE COUNTY:

a. The County agrees and contracts to collect current ad valorem taxes for The City on property in Randall County that The City is entitled by law to collect, based on and assessed against real and personal property by virtue of the Constitution and Statues of Texas. The County shall alsc collect delinquent taxes on property located in Randall County for The City and The Amarillo Hospital District.

b. The City may appoint an employee to calculate and publish its effective tax rate or they may appoint the Randall County Tax Assessor-Collector to calculated and publish the effective tax rate. The City will pay for any publication costs, as required by state law, at the rate currently charged by the publication. The City will provide information requested by The County regarding the calculation and publication of its effective tax rate.

c. Further, The County shall maintain all the property and appropriate files regarding tax accounts and records pertaining to current and delinquent ad valorem property taxes regarding The City and The Amarillo Hospital District residents and property owners and property in Randall County in the same manner and with the same diligence in its records and performances that The County now follows in its own policies regarding the collection of its own ad valorem taxes. At all times during office hours The City

shall be entitled to inspect, or have audited, all its tax records being retained and serviced by The County.

d. Further, The County shall perform and cooperate with The City and The Amarillo Hospital District in all of the other activities necessitated by this contract in order to promptly and efficiently perform and consummate the same, just as though The County were engaged in the assessing and collecting its own taxes.

e. The City and The Amarillo Hospital District authorizes The County to choose a delinquent tax attorney to represent The City and The Amarillo Hospital District in the collection of delinquent taxes and hereby consents in the selection of attorney by The County as required by Section 6.30(b), of The Texas Property Tax Code. The City and The Amarillo Hospital District will be covered under The County's contract with the delinquent tax attorney and will receive the same fee schedule as The County under that contract.

f. Further, tax refunds shall be made from available collections by The County after notification of change by the Potter-Randall Appraisal District and The City and The Amarillo Hospital District will be furnished the details on the monthly reports required by this contract.

g. If a taxpayer applies to The County Tax Collector for a refund of an overpayment or erroneous payment of taxes and the collector determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available tax collections or from funds appropriated by the unit for making refunds. However, the collector may not make the refund unless the

governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds $2, 500.

h. If a refund is not claimed within three (3) years after the date of payment, the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Section 31.11 (c-1) for a single period not to exceed two (2) years on a showing of good cause by the taxpayer. If refunds are not claimed during the allotted time frame, The County will refund the pro-rata share of the refund to The City.

TAX RATE: The City shall adopt a tax rate for the current tax year and shall notify the assessor for the unit of the rate adopted before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit.

PAYMENT IN CONSIDERATION FROM THE CITY & DISTRICT TO THE COUNTY:

The City and The Amarillo Hospital District agree to pay The County a fee each year of this contract which will be determined annually on actual prior years cost as consideration for the performance by The County of this contract. It is agreed that this is a reasonable method to determine the annual fee for collecting and/or assessing the ad valorem taxes of The City and The District.

The County agrees to inform The City and The District of the annual fee for the next fiscal year no later than May 15 each year. The City and The District agree to pay the annual collection fee on or before February 15 of each year.

Any payment shall be from current funds on-hand and available to the payor.

ROLLBACK ELECTION: In the event an election by the voters of the taxing unit under Section 26.08 of the Texas Property Tax Code requires the tax rate of The City be rolled back, The City agrees to pay The County all costs involved in administering such rollback. These costs will be in addition to any other consideration set out herein and will be paid by The City to The County at such time as such costs are incurred.

LATE ADOPTION OF TAX RATE: In the event The City has not adopted a tax rate and delivered notification of such rate to The County in the manner prescribed by law by Sections 26.05 and 31.01(h) of the Texas Property Tax Code, The City agrees to pay The County, as additional compensation, the actual cost of preparing and mailing the tax statements of The City. These additional costs shall include, but not be limited to, postage, computer programming. paper, outsourcing and employees' time.

SPLIT PAYMENT/DISCOUNT: The parties hereto agree that the split/discount payment options as provided in Section 31.03/31.05 of the Texas Property Tax Code of the State of Texas, will not be granted and that no split/discount payments of The City taxes will be accepted.

PARTIAL PAYMENTS: The parties hereto agree that partial payments for both current and delinquent taxes as provided in Section 31.07 and Section 33.02 of the Texas Property Tax Code of the State of Texas, are authorized for taxes collected hereunder.

ADDITIONAL COSTS: In the event The City or The Amarillo Hospital District requests programs or reports, in addition to those being presently furnished The City and The Amarillo Hospital District by The County, The City and The Amarillo Hospital District agree to pay The County its actual costs, including programming costs, for preparing and furnishing such programs and reports.

DELIVERY OF THE CITY FUNDS: The taxes of a taxing unit that are collected by the county collector shall be deposited daily in the unit's depository, unless the governing body of that unit by official action provides that those deposits may be made less often than daily. The City and The Amarillo Hospital District funds held by The County will be collateralized as required by Chapter 2256, Government Code. The City agrees a deposit will be made to The City account when accumulated collections exceed $1,000 or at a minimum of once a month.

ACCEPTABLE METHODS OF PAYMENT BY TAXPAYERS: The County agrees to accept as payment from taxpayers United States currency or a check or money order and shall accept payment by credit card or electronic funds transfer. The County is not required to accept checks from taxpayers who have previously given insufficient funds checks or payments rejected by a financial institution to The County.

REPORTS: The County will furnish The City and The Amarillo Hospital District with collection reports listed in Appendix A.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this _____ day of _____, 2020 in Randall Counties, Texas, same being signed by those parties and officers hereunto duly authorized by law to bind both of the parties hereto.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller
City Manager
City of Amarillo

ATTEST:

_____
Frances Hibbs
City Secretary
City of Amarillo

RANDALL COUNTY, TEXAS

By: _____
Ernie Houdashell
Randall County Judge

By: _____
Christina McMurray
County Tax Assessor-Collector

_____
Susan Allen
Randall County Clerk

AMARILLO HOSPITAL DISTRICT

By: _____
Chair of the Board of Managers

ATTEST:

_____
Secretary, Board of Managers

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	Council Priority	Economic Development

Department	Planning and Development Services	Contact Person	Andrew Freeman, Managing Director - Planning and Development Services

Agenda Caption

APPROVAL OF AN ADDENDUM BETWEEN THE CITY OF AMARILLO AND NORTH HEIGHTS LINEN SERVICE, LLC FOR A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT FOR A NEW HEALTHCARE LAUNDRY FACILITY:

This item is for an addendum of a current Chapter 380 agreement with North Heights Linen Service, LLC for the construction of a new healthcare laundry facility to be located at 601 W. Amarillo Boulevard. The extension would allow for an additional six months to receive a certificate of occupancy on the building.

Agenda Item Summary

The City Council approved the original Chapter 380 agreement in August 2019. Due to the uncertainties surrounding COVID, North Heights Linen Service, LLC (NHLS) was unable to begin construction on a timely basis and will not be able to complete the project in the required timeframe. This addendum would provide an additional six months until August 31, 2021 to receive a certificate of occupancy.

Background

NHLS will construct a 25,000 square foot healthcare laundry facility to be located at 601 W. Amarillo Boulevard previously known as the Inn of Amarillo site. The project is estimated to cost $5 million for the building and equipment in phase 1. NHLS is expected to hire as part of this 380 agreement 40 full-time employees over three years. With additional phases planned to ramp up operations that would include additional equipment and an estimated 60 additional full-time employees. Through the 380 agreement, the City will rebate back 100% of ad valorem taxes over 5 years, estimated at $75,000 based on an assessed value of $4 million. The City has also included a zero percent interest sale of the city-owned land this project will be built on, payable over 10 years.

Benefits of this project include:

- Initial employment of 40 full-time employees, with plans to grow to 100.
- New sales tax collections for the city on a service currently not available locally.
- Development of a $5 million facility within the North Heights neighborhood plan boundary that would encourage employment of nearby residents for the new jobs. Utilizing a worker owned cooperative business model.
- Meets neighborhood plan goal of encouraging greater economic diversity and growth in quality jobs while building on local strengths through the strategy of encouraging economic development by approving specific incentives for the North Heights Neighborhood.
- Will provide enhanced services to our local and regional hospitals that is currently not available to them. Hospitals have been required to transport linens long distance for other healthcare standard laundry services.
- Support of a local group of citizens that developed this idea to meet a local need
- Will get the Inn of Amarillo property back on the tax rolls after being off for the last few years.

Requested Action

Approve addendum as presented.

Funding Summary

Funding would be provided through rebates of property taxes paid by the NHLS, which could be approximately $75,000 over the five-year term based on Potter-Randall County Appraisal District assessed values for the property and equipment.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

380 AGREEMENT ADDENDUM No. 1

This Addendum No. 1 amends, in part, that certain 380 Agreement that was signed and effective on or about August 7, 2019, by and between the City of Amarillo, a municipal corporation, and NORTH HEIGHTS LINEN SERVICE, LLC (as "Company"), as follows:

* * *

In subsection (2) of **Sec. 5, Obligations of Company,** the date by which the Improvements (in the minimum amount of $5,000,000.00) will be completed and Company receives a Certificate of Occupancy is now extended from February 28, 2021 to the close of business on August 31, 2021, notwithstanding any other provision in the Agreement that might be construed to limit the length of this extension.

* * * *

Except as specifically amended herein, all other terms, conditions, obligations, rights, and provisions of the above described agreement remain in full force and effect.

Signed and effective this _____ day of _____, 2020.

NORTH HEIGHTS LINEN SERVICE, LLC
a Texas limited liability company

By: _____
Letricia L. Niegos, Managing Member

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

ATTEST:

By: _____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

By: _____
Amarillo City Attorney's Office

I

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Fiscal Responsibility
Department	Various		
Contact	Trent Davis – Director of Purchasing		

Agenda Caption

Award to Home Depot in an amount not to exceed $68,500.00

Construction Materials Annual Contract awarded to Home Depot through Omnia Partners Contract #16154

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

Agenda Item Summary

Award of Construction Materials to be used by various City Departments in their daily duties to repair and maintain building and equipment for the City.

Requested Action

Consider approval and award of the Construction Materials Annual Contract

Funding Summary

Funding for this award is available in the department's various R&M Improvement, Operating and Inventory Accounts: 54110.68101, 52200.68100, 52210.68100, 52220.68100, 1252.68100, 1820.51200, 1861.51200, 1861.51850, 52260.68300, 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract

Bid No. 6867 CONSTRUCTION MATERIALS ANNUAL CONTRACT
Opened 4:00 p.m. July 9, 2019

To be awarded as one lot		HOME DEPOT
Construction Materials (not otherwise classified), per specifications		
1 ea		
Unit Price	$68,500.000	
Extended Price		68,500.00
Bid Total		68,500.00
Award by Vendor		68,500.00

J

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 28, 2020	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER AWARD– Bid No. 6788/Project No. 530030 – Water Main Extension in 81st Avenue from Soncy Road to Coulter Street

Amarillo Utility Contractors, Inc. - $1,135,557.00

Agenda Item Summary

This item is to consider award of the construction contract to furnish and install new 20" potable water main in 81st Avenue between Soncy Rd and Coulter St, as well as towards the south of Heritage Hills Parkway along Soncy Rd to the City's well site. The total length of the new main is approximately 6,100 linear feet. The services also include the furnishing and installation of appurtenances such as gate valves, fire hydrants, and associated fittings. This pipeline will improve the hydraulic operation between Arden Rd Pump Station and Hillside Elevated Storage Tank.

Requested Action

Consider approval and award to Amarillo Utility Contractors, Inc. in the amount of $1,135,557.00.

Funding Summary

Funding for this project is available in the Project Budget Number 530030.17400.2040.

Community Engagement Summary

This project will have Level 1, modest impact on traffic through the project area along 81st Avenue, as well as Coulter St. City staff will update the public with press releases and public announcements during the project. It is required of the contractor to coordinate with affected residents and businesses.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 6788 Best Value Bid for Water Distribution Improvements: FY 2017-2021 Community Investment Program: Water Main Extension in 81st Ave from Soncy to Coulter St
Opened 4:00 p.m., May 7, 2020

To be awarded as one lot	Amarillo Utility Contractors		Williams Ditching LLC		LA Fuller & Sons Ltd		West Texas Utility Contractors Inc		MH Civil Constructors Inc	
Line 1 Mobilization/Demobilization including insurance, payment bond,										
1 ls										
Unit Price	$25,850.000		$72,185.61		$75,131.000		$94,180.00		$75,505.00	
Extended Price		25,850.00		72,185.61		75,131.00		94,180.00		75,505.00
Line 2 Furnish, install and maintain temporary erosion, sediment and water										
1 ls										
Unit Price	$2,000.000		$8,050.00		$19,576.000		$4,500.00		$4,000.00	
Extended Price		2,000.00		8,050.00		19,576.00		4,500.00		4,000.00
Line 3 Furnish, install and maintain traffic safety and control system,										
1 ls										
Unit Price	$15,575.000		$28,014.00		$9,647.000		$12,400.00		$10,000.00	
Extended Price		15,575.00		28,014.00		9,647.00		12,400.00		10,000.00
Line 4 Furnish, install and maintain trench safety system complying with										
1 ls										
Unit Price	$1,340.000		$8,204.56		$19,373.000		$7,200.00		$7,000.00	
Extended Price		1,340.00		8,204.56		19,373.00		7,200.00		7,000.00
Line 5 Remove and salvage existing fire hydrant, per specifications										
2 ea										
Unit Price	$390.000		$2,987.08		$446.000		$1,000.00		$500.00	
Extended Price		780.00		5,974.16		892.00		2,000.00		1,000.00

To be awarded as one lot	Amarillo Utility Contractors		Williams Ditching LLC		LA Fuller & Sons Ltd		West Texas Utility Contractors Inc		MH Civil Constructors Inc	
Line 6 Remove existing fittings and valves, per specifications										
2 ea										
Unit Price	$275.000		$2,987.08		$446.000		$700.00		$500.00	
Extended Price		550.00		5,974.16		892.00		1,400.00		1,000.00
Line 7 Fill existing pipe as identified on plans with flowable fill material, per										
3 cy										
Unit Price	$610.000		$594.97		$1,426.000		$760.00		$200.00	
Extended Price		1,525.00		1,487.43		3,565.00		1,900.00		500.00
Line 8 Furnish and install twenty-inch (20") C900 RJ pipe by HDD, per										
5,760 lf										
Unit Price	$125.000		$167.63		$218.100		$240.00		$260.00	
Extended Price		720,000.00		965,548.80		1,256,256.00		1,382,400.00		1,497,600.00
Line 9 Furnish and install twenty inch (20") water pipe by open cut, per										
400 lf										
Unit Price	$63.000		$154.60		$81.500		$70.00		$88.00	
Extended Price		25,200.00		61,840.00		32,600.00		28,000.00		35,200.00
Line 10 Bore, furnish and install thirty (30") inch steel casing, per										
320 lf										
Unit Price	$250.000		$295.40		$380.000		$410.00		$520.00	
Extended Price		80,000.00		94,528.00		121,600.00		131,200.00		166,400.00
Line 11 Furnish and install AWWA C153 SSB-DI fittings, per specifications										
4 ton										
Unit Price	$9,525.000		$14,000.70		$7,797.000		$9,750.00		$10,000.00	
Extended Price		38,100.00		56,002.80		31,188.00		39,000.00		40,000.00

To be awarded as one lot	Amarillo Utility Contractors		Williams Ditching LLC		LA Fuller & Sons Ltd		West Texas Utility Contractors Inc		MH Civil Constructors Inc	
Line 12 Furnish and install six inch (6") MJ gate valve, per specifications										
9 ea										
Unit Price	$1,245.000		$1,569.61		$1,776.000		$1,200.00		$1,400.00	
Extended Price		11,205.00		14,126.49		15,984.00		10,800.00		12,600.00
Line 13 Furnish and install twenty inch (20") MJ integral bypass gate valve, per										
5 ea										
Unit Price	$23,310.000		$26,036.54		$19,954.000		$30,000.00		$15,300.00	
Extended Price		116,550.00		130,182.70		99,770.00		150,000.00		76,500.00
Line 14 Furnish and install six inch (6") C900 water pipe, open cut, per										
120 lf										
Unit Price	$32.000		$26.98		$41.000		$40.00		$63.00	
Extended Price		3,840.00		3,237.60		4,920.00		4,800.00		7,560.00
Line 15 Furnish and install deep bury fire hydrant, per specifications										
10 ea										
Unit Price	$3,070.000		$3,646.64		$3,442.000		$3,500.00		$2,600.00	
Extended Price		30,700.00		36,466.40		34,420.00		35,000.00		26,000.00
Line 16 Furnish and install 2" air release valve including all appurtenances, per										
1 ea										
Unit Price	$9,650.000		$12,831.11		$9,450.000		$7,500.00		$20,000.00	
Extended Price		9,650.00		12,831.11		9,450.00		7,500.00		20,000.00
Line 17 Furnish and install tracer wire , per specifications										
6,240 lf										
Unit Price	$0.300		$0.81		$0.250		$0.55		$1.00	
Extended Price		1,872.00		5,054.40		1,560.00		3,432.00		6,240.00

To be awarded as one lot	Amarillo Utility Contractors		Williams Ditching LLC		LA Fuller & Sons Ltd		West Texas Utility Contractors Inc		MH Civil Constructors Inc	
Line 18 Furnish, install and remove twenty inch (20") temporary line stop,										
1 ea										
Unit Price	$20,000.000		$33,140.24		$40,246.000		$18,250.00		$20,000.00	
Extended Price		20,000.00		33,140.24		40,246.00		18,250.00		20,000.00
Line 19 Tie into existing 20" water pipe, per specifications										
2 ea										
Unit Price	$2,800.000		$1,135.19		$3,627.000		$3,500.00		$5,000.00	
Extended Price		5,600.00		2,270.38		7,254.00		7,000.00		10,000.00
Line 20 six inch (6") 3000 psi concrete curb and gutter, per specifications										
45 lf										
Unit Price	$45.000		$132.40		$30.000		$30.00		$46.00	
Extended Price		2,025.00		5,958.00		1,350.00		1,350.00		2,070.00
Line 21 Four inch (4") concrete flatwork (sidewalks) reinforced with										
45 sy										
Unit Price	$100.000		$147.41		$160.000		$120.00		$69.00	
Extended Price		4,500.00		6,633.45		7,200.00		5,400.00		3,105.00
Line 22 Furnish and install wet connection, per specifications										
1 ea										
Unit Price	$2,000.000		$6,895.00		$1,583.000		$4,500.00		$5,000.00	
Extended Price		2,000.00		6,895.00		1,583.00		4,500.00		5,000.00
Line 23 Furnish, haul, place, and compact two inch (2") hot-mix asphaltic										
80 sy										
Unit Price	$52.000		$149.49		$156.000		$105.00		$68.00	
Extended Price		4,160.00		11,959.20		12,480.00		8,400.00		5,440.00

To be awarded as one lot	Amarillo Utility Contractors		Williams Ditching LLC		LA Fuller & Sons Ltd		West Texas Utility Contractors Inc		MH Civil Constructors Inc	
Line 24 Furnish, haul, place and compact four inch (4") hot-mix asphaltic										
40 sy										
Unit Price	$105.000		$72.43		$281.000		$110.00		$82.00	
Extended Price		4,200.00		2,897.20		11,240.00		4,400.00		3,280.00
Line 25 Furnish and install 20" mega lug restraint or approved equal, per										
1 ea										
Unit Price	$600.000		$1,008.40		$335.000		$1,800.00		$1,000.00	
Extended Price		600.00		1,008.40		335.00		1,800.00		1,000.00
Line 26 Furnish and install flowable fill, per specifications										
1 ls										
Unit Price	$3,400.000		$15,520.20		$8,238.000		$8,000.00		$38,000.00	
Extended Price		3,400.00		15,520.20		8,238.00		8,000.00		38,000.00
Line 27 Safety end treatment (SET) for eighteen to twenty-four inch (18"-24")										
1 ea										
Unit Price	$3,000.000		$2,368.06		$1,176.000		$3,500.00		$10,000.00	
Extended Price		3,000.00		2,368.06		1,176.00		3,500.00		10,000.00
Line 28 Removal, disposal and installation of 24" corrugated metal										
15 lf										
Unit Price	$89.000		$76.01		$86.000		$170.00		$1,000.00	
Extended Price		1,335.00		1,140.15		1,290.00		2,550.00		15,000.00
Bid Total		1,135,557.00		1,599,498.50		1,829,216.00		1,980,862.00		2,100,000.00
Award by Vendor		1,135,557.00								

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matt Thomas, P.E., City Engineer		

Agenda Caption

CONSIDER AWARD –CHANGE ORDER #1
JOB # 530012.17400.1040 – Northwest System Sewer Improvements and Pressure Reducing Valves.
Bid #6474
J&H Services, Inc. - $ 63,733.55

Change Order 1 adds additional bedding material to be used in locations where the ground is not suitable to provide support for the sanitary sewer pipe due to unknown conditions. The additional bedding material will allow the pipe to have a solid footing and will result in an acceptable final product.

Additionally, four segments of sanitary sewer creek crossings are being deleted from the plans and will not be constructed. This reduction of scope offsets a portion of the cost of the bedding material.

Agenda Item Summary

Change Order 1 adds additional bedding material to be used in locations where the ground is not suitable to provide support for the sanitary sewer pipe due to unknown conditions. The additional bedding material will allow the pipe to have a solid footing and will result in an acceptable final product.

Additionally, four segments of sanitary sewer creek crossings are being deleted from the plans and will not be constructed. This reduction of scope offsets a portion of the cost of the bedding material.

Requested Action

Consider approval of Change Order No. 1.

Funding Summary

Funding for this project is available in the Project Budget Number 530012.17400.1040

Community Engagement Summary

This change order will be performed in conjunction with an ongoing project and will have minimal public impact at the present time.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Staff Recommendation

City staff is recommending approval of Change Order No. 1.

6474 FY 2017-2018 COMMUNITY INVESTMENT PROGRAM: NORTHWEST SYSTEM SEWER IMPROVEMENTS AND PRESSURE REDUCING VALVES
Opened 4:00 p.m., June 20, 2019

To be awarded as one lot		J&H SERVICES		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		AMARILLO UTILITY CONTRACTORS	
Line 1 Furnish and Install 8" Sewer Line in Casing(aerial and buried), per specifications									
245	lf								
	Unit Price	$19.700		$51.000		$200.000		$120.000	
	Extended Price		4,826.50		12,495.00		49,000.00		29,400.00
Line 2 Furnish and Instal 8" Sewer Line, 0-6' Depth, per specifications									
180	lf								
	Unit Price	$37.900		$41.000		$110.000		$100.000	
	Extended Price		6,822.00		7,380.00		19,800.00		18,000.00
Line 3 Furnish and Install 8" Sewer Line, 6-8' Depth, per specifications									
45	lf								
	Unit Price	$40.800		$50.000		$115.000		$100.000	
	Extended Price		1,836.00		2,250.00		5,175.00		4,500.00
Line 4 Furnish and Install 8" Sewer Line, 8-10' Depth, per specifications									
70	lf								
	Unit Price	$40.800		$61.000		$120.000		$110.000	
	Extended Price		2,856.00		4,270.00		8,400.00		7,700.00
Line 5 Furnish and Install 8" Sewer Line, 10-12' Depth, per specifications									
265	lf								
	Unit Price	$44.700		$72.000		$125.000		$120.000	
	Extended Price		11,845.50		19,080.00		33,125.00		31,800.00

To be awarded as one lot		J&H SERVICES		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		AMARILLO UTILITY CONTRACTORS	
Line 6 Furnish and Install 8" Sewer Line, 12-14' Depth, per specifications									
100	lf								
	Unit Price	$58.400		$82.000		$130.000		$130.000	
	Extended Price		5,840.00		8,200.00		13,000.00		13,000.00
Line 7 Furnish and Install 8" Sewer Line, 14-16' Depth, per specifications									
110	lf								
	Unit Price	$63.500		$98.000		$135.000		$130.000	
	Extended Price		6,985.00		10,780.00		14,850.00		14,300.00
Line 8 Furnish and Install 8" Sewer Line, 16-18' Depth, per specifications									
75	lf								
	Unit Price	$83.200		$107.000		$140.000		$130.000	
	Extended Price		6,240.00		8,025.00		10,500.00		9,750.00
Line 9 Furnish and Install 8" Sewer Line, 18-20' Depth, per specifications									
30	lf								
	Unit Price	$109.500		$112.000		$145.000		$140.000	
	Extended Price		3,285.00		3,360.00		4,350.00		4,200.00
Line 10 Furnish and Install 8" Sewer Line, 20-22' Depth, per specifications									
80	lf								
	Unit Price	$132.450		$117.000		$150.000		$160.000	
	Extended Price		10,596.00		9,360.00		12,000.00		12,800.00

To be awarded as one lot		J&H SERVICES	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION	AMARILLO UTILITY CONTRACTORS
Line 11 Furnish and Install 8" Sewer Line, 22-24' Depth, per specifications					
85	lf				
	Unit Price	$201.400	$124.000	$155.000	$165.000
	Extended Price	17,119.00	10,540.00	13,175.00	14,025.00
Line 12 Furnish and Install 8" Sewer Line, 24-26' Depth, per specifications					
70	lf				
	Unit Price	$247.400	$131.000	$160.000	$165.000
	Extended Price	17,318.00	9,170.00	11,200.00	11,550.00
Line 13 Furnish and Install 8" Sewer Line, 26-28' Depth, per specifications					
20	lf				
	Unit Price	$385.250	$148.000	$165.000	$200.000
	Extended Price	7,705.00	2,960.00	3,300.00	4,000.00
Line 14 Furnish and Install 18" Sewer Line, 0-6' Depth, per specifications					
10	lf				
	Unit Price	$73.500	$85.000	$165.000	$105.000
	Extended Price	735.00	850.00	1,650.00	1,050.00
Line 15 Furnish and Install 18" Sewer Line, 6-8' Depth, per specifications					
110	lf				
	Unit Price	$75.400	$97.000	$170.000	$105.000
	Extended Price	8,294.00	10,670.00	18,700.00	11,550.00

To be awarded as one lot		J&H SERVICES		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		AMARILLO UTILITY CONTRACTORS	
Line 16 Furnish and Install 18" Sewer Line, 8-10' Depth, per specifications									
475	lf								
	Unit Price	$78.400		$110.000		$175.000		$110.000	
	Extended Price		37,240.00		52,250.00		83,125.00		52,250.00
Line 17 Furnish and Install 18" Sewer Line, 10-12' Depth, per specifications									
75	lf								
	Unit Price	$86.000		$123.000		$180.000		$110.000	
	Extended Price		6,450.00		9,225.00		13,500.00		8,250.00
Line 18 Furnish and Install 18" Sewer Line, 12-14' Depth, per specifications									
55	lf								
	Unit Price	$91.100		$135.000		$185.000		$115.000	
	Extended Price		5,010.50		7,425.00		10,175.00		6,325.00
Line 19 Furnish and Install 18" Sewer Line, 14-16' Depth, per specifications									
40	lf								
	Unit Price	$101.350		$143.000		$190.000		$120.000	
	Extended Price		4,054.00		5,720.00		7,600.00		4,800.00
Line 20 Furnish and Install 18" Sewer Line, 16-18' Depth, per specifications									
220	lf								
	Unit Price	$110.800		$153.000		$195.000		$130.000	
	Extended Price		24,376.00		33,660.00		42,900.00		28,600.00

To be awarded as one lot		J&H SERVICES	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION	AMARILLO UTILITY CONTRACTORS
Line 21 Furnish and Install 18" Sewer Line, 18-20' Depth, per specifications					
310	lf				
	Unit Price	$132.000	$158.000	$200.000	$145.000
	Extended Price	40,920.00	48,980.00	62,000.00	44,950.00
Line 22 Furnish and Install 18" Sewer Line, 20-22' Depth, per specifications					
495	lf				
	Unit Price	$155.000	$164.000	$205.000	$160.000
	Extended Price	76,725.00	81,180.00	101,475.00	79,200.00
Line 23 Furnish and Install 18" Sewer Line, 22-24' Depth, per specifications					
1,215	lf				
	Unit Price	$155.000	$171.000	$210.000	$190.000
	Extended Price	188,325.00	207,765.00	255,150.00	230,850.00
Line 24 Furnish and Install 18" Sewer Line, 24-26' Depth, per specifications					
475	lf				
	Unit Price	$223.950	$178.000	$215.000	$210.000
	Extended Price	106,376.25	84,550.00	102,125.00	99,750.00
Line 25 Furnish and Install 18" Sewer Line, 26-28' Depth, per specifications					
80	lf				
	Unit Price	$269.900	$197.000	$220.000	$245.000
	Extended Price	21,592.00	15,760.00	17,600.00	19,600.00

To be awarded as one lot		J&H SERVICES	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION	AMARILLO UTILITY CONTRACTORS
Line 26 Furnish and Install 18" Sewer Line, 28-30' Depth, per specifications					
60	lf				
	Unit Price	$269.900	$221.000	$225.000	$320.000
	Extended Price	16,194.00	13,260.00	13,500.00	19,200.00
Line 27 Furnish and Install 18" Sewer Line, 30-32' Depth, per specifications					
90	lf				
	Unit Price	$500.000	$255.000	$230.000	$435.000
	Extended Price	45,000.00	22,950.00	20,700.00	39,150.00
Line 28 Furnish and Install 18" Sewer Line, 32-34' Depth, per specifications					
105	lf				
	Unit Price	$500.000	$306.000	$235.000	$435.000
	Extended Price	52,500.00	32,130.00	24,675.00	45,675.00
Line 29 Furnish and Install 24" Sewer Line, 0-6' Depth, per specifications					
10	lf				
	Unit Price	$94.000	$101.000	$175.000	$102.000
	Extended Price	940.00	1,010.00	1,750.00	1,020.00
Line 30 Furnish and Install 24" Sewer Line, 6-8' Depth, per specifications					
10	lf				
	Unit Price	$95.900	$112.000	$180.000	$105.000
	Extended Price	959.00	1,120.00	1,800.00	1,050.00

To be awarded as one lot	J&H SERVICES	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION	AMARILLO UTILITY CONTRACTORS
Line 31 Furnish and Install 24" Sewer Line, 8-10' Depth, per specifications				
20 lf				
Unit Price	$98.850	$126.000	$185.000	$105.000
Extended Price	1,977.00	2,520.00	3,700.00	2,100.00
Line 32 Furnish and Install 24" Sewer Line, 10-12' Depth, per specifications				
355 lf				
Unit Price	$106.500	$139.000	$190.000	$110.000
Extended Price	37,807.50	49,345.00	67,450.00	39,050.00
Line 33 Furnish and Install 24" Sewer Line, 12-14' Depth, per specifications				
285 lf				
Unit Price	$106.500	$151.000	$195.000	$115.000
Extended Price	30,352.50	43,035.00	55,575.00	32,775.00
Line 34 Furnish and Install 24" Sewer Line, 14-16' Depth, per specifications				
650 lf				
Unit Price	$121.850	$159.000	$200.000	$120.000
Extended Price	79,202.50	103,350.00	130,000.00	78,000.00
Line 35 Furnish and Install 24" Sewer Line, 16-18' Depth, per specifications				
215 lf				
Unit Price	$131.250	$168.000	$205.000	$130.000
Extended Price	28,218.75	36,120.00	44,075.00	27,950.00

To be awarded as one lot		J&H SERVICES		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		AMARILLO UTILITY CONTRACTORS	
Line 36 Furnish and Install 24" Sewer Line, 18-20' Depth, per specifications									
245	lf								
	Unit Price	$152.500		$174.000		$210.000		$145.000	
	Extended Price		37,362.50		42,630.00		51,450.00		35,525.00
Line 37 Furnish and Install 24" Sewer Line, 20-22' Depth, per specifications									
510	lf								
	Unit Price	$183.100		$180.000		$215.000		$160.000	
	Extended Price		93,381.00		91,800.00		109,650.00		81,600.00
Line 38 Furnish and Install 24" Sewer Line, 22-24' Depth, per specifications									
120	lf								
	Unit Price	$213.750		$186.000		$220.000		$190.000	
	Extended Price		25,650.00		22,320.00		26,400.00		22,800.00
Line 39 Furnish and Install 24" Sewer Line, 24-26' Depth, per specifications									
110	lf								
	Unit Price	$244.400		$194.000		$225.000		$210.000	
	Extended Price		26,884.00		21,340.00		24,750.00		23,100.00
Line 40 Furnish and Install 24" Sewer Line, 26-28' Depth, per specifications									
175	lf								
	Unit Price	$290.400		$212.000		$230.000		$245.000	
	Extended Price		50,820.00		37,100.00		40,250.00		42,875.00

To be awarded as one lot	J&H SERVICES		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		AMARILLO UTILITY CONTRACTORS	
Line 41 Furnish and Install 24" Sewer Line, 28-30' Depth, per specifications								
95 lf								
Unit Price	$290.400		$237.000		$235.000		$325.000	
Extended Price		27,588.00		22,515.00		22,325.00		30,875.00
Line 42 Furnish and Install 24" Sewer Line, 30-32' Depth, per specifications								
10 lf								
Unit Price	$520.000		$271.000		$240.000		$440.000	
Extended Price		5,200.00		2,710.00		2,400.00		4,400.00
Line 43 Furnish and Install 24" Sewer Line, 32-34' Depth, per specifications								
5 lf								
Unit Price	$520.000		$322.000		$245.000		$440.000	
Extended Price		2,600.00		1,610.00		1,225.00		2,200.00
Line 44 Furnish and Install Standard 6' Diameter Manhole, 0-6' Depth, per specifications								
18 ea								
Unit Price	$7,810.000		$13,400.000		$23,000.000		$20,000.000	
Extended Price		140,580.00		241,200.00		414,000.00		360,000.00
Line 45 Furnish and Install Extra Depth of 6' Manholes Greater than 6' of Depth, per specifications								
300 vf								
Unit Price	$550.000		$381.000		$600.000		$1,950.000	
Extended Price		165,000.00		114,300.00		180,000.00		585,000.00

To be awarded as one lot	J&H SERVICES		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		AMARILLO UTILITY CONTRACTORS	
Line 46 Furnish and Install Standard 4' Diameter Manhole, 0-6' Depth, per specifications								
6 ea								
Unit Price	$5,435.000		$9,810.000		$20,000.000		$16,000.000	
Extended Price		32,610.00		58,860.00		120,000.00		96,000.00
Line 47 Furnish and Install Extra Depth of 4' Manholes Greater than 6' of Depth, per specifications								
80 vf								
Unit Price	$300.000		$159.000		$300.000		$1,500.000	
Extended Price		24,000.00		12,720.00		24,000.00		120,000.00
Line 48 Furnish and InstallTrench Safety and Shoring Systems as Specified and Required by OSHA and TxDOT, per specifications								
7,900 lf								
Unit Price	$7.750		$1.000		$2.000		$1.000	
Extended Price		61,225.00		7,900.00		15,800.00		7,900.00
Line 49 Furnish and Install 30" Steel Casing in Trench, per specifications								
930 lf								
Unit Price	$445.000		$660.000		$610.000		$1,150.000	
Extended Price		413,850.00		613,800.00		567,300.00		1,069,500.00
Line 50 Furnish and Install 16" Painted Steel Casing, per specifications								
245 lf								
Unit Price	$220.000		$376.000		$430.000		$700.000	
Extended Price		53,900.00		92,120.00		105,350.00		171,500.00

To be awarded as one lot	J&H SERVICES		MH CIVIL CONSTRUCTORS		SPIESS CONSTRUCTION		AMARILLO UTILITY CONTRACTORS	
Line 51 Furnish and Install Concrete Casing Support Column, per specifications								
1 ea								
Unit Price	$13,575.000		$11,400.000		$18,000.000		$25,000.000	
Extended Price		13,575.00		11,400.00		18,000.00		25,000.00
Line 52 Furnish and Install Erosion Control System, per specifications								
7,900 lf								
Unit Price	$7.750		$2.000		$5.000		$3.000	
Extended Price		61,225.00		15,800.00		39,500.00		23,700.00
Line 53 Furnish and Install 16" Pressure Reducing Valve Station, per specifications								
2 ea								
Unit Price	$120,500.000		$150,000.000		$115,000.000		$100,000.000	
Extended Price		241,000.00		300,000.00		230,000.00		200,000.00
Line 54 Allowance for Provision Power Sources for PRV Stations by Xcel, per specifications								
1 ls								
Unit Price	$15,000.000		$15,000.000		$15,000.000		$15,000.000	
Extended Price		15,000.00		15,000.00		15,000.00		15,000.00
Line 55 Mobilization/Demobilization, per specifications								
1 ls								
Unit Price	$115,000.000		$44,430.000		$160,000.000		$200,000.000	
Extended Price		115,000.00		44,430.00		160,000.00		200,000.00

To be awarded as one lot		J&H SERVICES	MH CIVIL CONSTRUCTORS	SPIESS CONSTRUCTION	AMARILLO UTILITY CONTRACTORS
Line 56 Tree Removal, Complete, per specifications					
7,100	If				
	Unit Price	$6.150	$7.000	$5.000	$20.000
	Extended Price	43,665.00	49,700.00	35,500.00	142,000.00
	Bid Total	2,566,638.50	2,790,000.00	3,480,000.00	4,307,145.00
	Award by Vendor	2,566,638.50			
	Change Order #1	63,733.55			
	Revised Total of	2,630,372.05			

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Transportation Systems; Highly Educated Population
Department	Amarillo City Transit (ACT)		
Contact	Marita Wellage-Reiley, Transit Director		

Agenda Caption

CONSIDERATION OF A INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND AMARILLO COLLEGE TO PROVIDE TRANSIT SERVICES

Agenda Item Summary

This interlocal agreement between the City of Amarillo and Amarillo College (AC) allows for current AC students, faculty, and staff to ride Amarillo City Transit (ACT) in exchange for the sum of $25,000. This proposed service will extend free service to AC as a means of increasing class participation and enrollment for students with insufficient transportation to get to AC.

Requested Action

Request consideration of the interlocal agreement between the City of Amarillo and AC to provide transit services, authorizing the City Manager to execute the agreement.

Funding Summary

AC will provide the City of Amarillo $25,000 annually to provide this service to current AC students, faculty, and staff until August 15, 2023. This is a benefit to current AC students, faculty, and staff will be provided through the existing ACT route structure, resulting in no additional cost to the City.

Community Engagement Summary

An AC study found that 11% of the AC students had unreliable transportation or none at all. Anyone presenting a current AC identification would be able to ride any ACT route at no cost. AC will promote the partnership to encourage usage of ACT service. ACT will benefit from a ridership increase that could increase federal funding levels. This demonstration project addresses two Council Pillars established in the Vision for the Future of Amarillo: Highly Education Population and Transportation Systems.

ACT has engaged the public as part of the Master Planning Process and continues to conduct outreach with each new initiative. AC will promote the use of ACT service community wide to encourage enrollment.

Staff Recommendation

Staff recommends approval of the interlocal agreement authorizing the City Manager to execute the agreement with AC to provide transportation services for current AC students, faculty and staff.

07/22/20-mwn _____

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND AMARILLO COLLEGE
(for Group Transit Service Rates)

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO"), a home rule municipality, and Amarillo College (hereafter, "AC"), subject to Chapter 130, Texas Education Code. Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity and Authority. Each party is a local government within the State of Texas. The governing body of each entity has approved this agreement in a public meeting and, has authorized its signatory to execute this agreement and thereby legally obligate each party. AC is authorized to contract for transportation service benefits to students, faculty, and staff.

2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function, service, or transaction which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement. This service was conceived to provide service to that estimated 11% of the AC population that has transportation insufficiency. However, AC and AMARILLO agree that, for administrative convenience and efficiency, this transit service is to be made available to all current Amarillo College students, faculty and staff.

3. Current revenues. A party hereto which is required to make a payment shall do so from current revenues legally available to the party.

4. City Obligation. AMARILLO agrees to provide public transit service to AC students, faculty, and staff in accordance with the terms specified in Exhibit A.

5. College Obligation. AC hereby (a) accepts the services, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A; and, (b) agrees to timely pay for such service in accordance with Exhibit A.

6. Exhibit incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated here verbatim. The governing body of each Party hereby authorizes its point-of-contact official to mutually agree (without the need of further approval by either governing body) to minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in fees, costs, or the performance required of a party.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function, services, or transaction described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party

waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising out of the approval or performance of this agreement. Each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of it's employees or agents and not those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Effective date & Term. This Agreement shall become effective on the first day after it has been approved the governing body for each respective entity. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving thirty (30) days written notice to the other Party.

10. Severance & Survival. In the event 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 aspect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been stated herein. The provisions of paragraphs 7, 8, and Exhibit A inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

11. Entire Agreement; Amendments. This Agreement contains all of the commitments and agreements of the Parties. Any oral or written commitment not stated herein shall have no force or affect. This Agreement may be amended or modified only by mutual agreement in a writing signed by both Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

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

AMARILLO COLLEGE	**CITY OF AMARILLO, TEXAS**
By: _____	By: _____
Title: Dr. Russell Lowery-Hart, President	Title: Jared Miller, City Manager
Date: _____	Date: _____

EXHIBIT A – Cooperative Public Transit Arrangement

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached, is to state the terms, conditions, and consideration by which the City of Amarillo ("City") will provide a special fare for public transit service to current students, faculty, and staff of Amarillo College("AC") and the consideration to be paid by AC. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

1. Description of service to be provided; terms and conditions: City agrees to provide public transit service (both fixed route and spec trans) to any current AC student, faculty or staff member presenting a current valid AC identification badge/card, without a fare box payment from such passenger, upon the following terms and conditions:

a) Service to current AC students, faculty and staff is to be provided during regularly scheduled City Transit service hours, Monday through Saturday, on such days and hours when and as City Transit service is in operation. City reserves the right to alter its fixed routes and schedules, if such is done for the general public ridership programming of the City.

b) Trips are not restricted to/from AC campuses, but may be made to/from anywhere within the regularly served City transit service area and system.

c) AC students, faculty and staff must show a current Amarillo College ID card in order to board the bus under the special fare program described in this Agreement. Persons who attempt to board without the current AC ID card will be required to pay the regular applicable fare. Passengers with a disability who may desire to utilize the City's Spec Trans (door-to-door) services must first qualify in accordance with the standard eligibility requirements for such service as well as complying with the standard procedures for using the Spec Trans program.

d) AC is responsible for the marketing/promotion of this service. AC agrees that City has the right of prior approval of all marketing/promotion materials developed or acquired by AC for this transit service, prior to production of all such material. City may choose to provide additional marketing/promotion material but is not required to supplement the AC effort.

e) City will track the number of AC students, faculty and staff using the service. AC and City agree to evaluate the success of the pilot project at least 90 days before the end of the agreement. AC makes no assurance of any particular level or quantity of riders on City buses.

f) The City strives to offer a safe and reliable transit system. Nonetheless, AC understands and agrees that City transit service may be interrupted, delayed, or altered due to weather, mechanical breakdown, labor unrest or unavailability, Acts of God, road construction, traffic congestion, changes to federal or state regulations, or other causes beyond the control of City.

g) THE CITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO THE QUALITY OR TIMELINESS OF TRANSIT SERVICE. THE CITY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TO THE EXTENT ALLOWED BY STATE LAW, THE CITY IS NOT RESPONSIBLE FOR ACTUAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM ANY DELAY, INTERRUPTION, OR ALTERATION OF ITS TRANSPORTATION SERVICES. THE PASSENGER AGREES THAT BY USING THE SERVICE, THE SOLE EXTENT AND LIMIT OF ANY LIABILITY OF THE CITY FOR ANY AND ALL CLAMS, DAMAGES, CAUSES

OF ACTION, ATTORNEY FEES, AND COSTS ARISING OUT OF OR RELATED TO THE QUALITY, QUANTITY, OR TIMING OF TRANSIT SERVICES SHALL BE NO GREATER THAN THE MAXIMUM PASSENGER FARE CHARGED OR THAT COULD HAVE BEEN CHARGED FOR THE DELAYED OR INTERRUPTED RIDE. THIS DISCLAIMER DOS NOT APPLY TO MATTERS COVERED BY CHAPTER 101,TEXAS CIVIL PRACTICES AND REMEDIES CODE.

h) Nothing in this agreement shall be construed as the City or AC waiving any governmental immunity, defense, affirmative defense, or rights, available to each respective party.

2. Consideration: For and in consideration of City transporting AC students, faculty, and staff as described herein, AC agrees to pay the City the sum of $25,000.00 due on August 15, 2020 and continuing until August 15, 2023. This Interlocal Agreement shall be entered as a one-time account payable by AC without necessity of any monthly invoicing by the City.

3. Point of Contact: Each party hereby designates the following person as its Point of Contact for administering this agreement:

City of Amarillo
Transit Director
P.O. Box 1971
Amarillo TX 79105

Amarillo College
Dr. Russell Lowery-Hart
P.O. Box 447
Amarillo TX 79178

4. Independent Contractor Status: Each party is solely responsible for the manner and means of performing this Agreement. The City is solely responsible for service delivery, operation, maintenance, of buses and the legal obligations and rights arising out of such. Neither party has control over the other. Each party functions as an independent contractor and is not an employee or agent of the other party. City and AC each independently retains sole determination as to the best manner, means, and methods for procuring and delivering the services, functions, or transaction contemplated in this Agreement. As an independent contractor, neither party has any authority or right to represent or commit to any matter on behalf of the other, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement or another document signed by the parties.

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Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Civic Pride
Department	Women, Infants, and Children (WIC) Nutrition		
Contact	Margaret Payton, WIC Director		

Agenda Caption

CONSIDER APPROVAL OF THE FY2020 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES
(Contact: Margaret Payton, WIC Director)
This item is a contract to provide an amount not to exceed $10,155,491 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC Nutrition Program services.
The FY 2020 contract period is from October 1, 2020 through September 30, 2025.

Agenda Item Summary

WIC nutrition services are reimbursed through grant funds provided through the HHSC. The contract to provide WIC nutrition services will be effective on October 1, 2020 through September 30, 2025 with a contract amount of $10,155,491.

Requested Action

To approve the FY2020—2025 contract for Women, Infants, and Children (WIC) Nutrition Program Services in an amount not to exceed $10,155,491.

Funding Summary

The HHSC WIC Nutrition Program services contract for FY2020 through 2025 is in an amount not to exceed $10,155,491 for the grant period of October 1, 2020 through September 30, 2025. The grant contract is effective on October 1, 2020 with a current total contract amount of $10,155,491 through FY2025.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the FY2020 contract for WIC Nutrition Program Services in an amount not to exceed $10,155,491, authorizing City Management to execute contract documents.

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

1.1 Perform professional, administrative and clerical services necessary to determine eligibility, provide food benefits, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Grantee shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Contract. During the term of this Contract, the USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the current System Agency WIC Program Policy and Procedures Manual and program rules.

1.2 Determine eligibility of applicants through assessment of their categorical criteria, income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.

1.3 Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations according to WIC Program policy.

1.4 Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Grantee shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.

1.5 Issue pre-numbered WIC Electronic Benefit Transfer (EBT) cards furnished by System Agency to qualified participants who shall use such EBT cards to obtain specified food items from participating vendors; maintain complete accountability and security of all WIC EBT cards received from System Agency. Grantee shall be held financially responsible for all unaccounted WIC EBT cards and/or for the redeemed value of those issued to ineligible participants. In addition, Grantee shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the System Agency WIC Policy and Procedures Manual.

1.6 Provide services within the state boundaries of Texas and in the approved clinic locations described in Grantee's approved application which is incorporated herein by reference and made a part of this Contract.

1.7 Appoint a Grantee WIC Director/Supervisor.

1.8 Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00p.m., Monday through Friday, according to the Grantee's System Agency-approved Annual Plan of Operations, which incorporated by reference and made a part of this Contract.

1.9 Assist System Agency or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by System Agency's WIC Program policies and procedures for the compilation of such data.

1.10 Become and maintain designation as a Mother-Friendly Worksite in accordance with 25 Tex. Admin. Code§ 31.1.

1.11 Implement or expand Grantee Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC program participants in normal breastfeeding situations. Provide clients with after-hours peer counseling services. Funding for this activity will be contingent on availability and written approval by System Agency.

1.12 If selected by the System Agency, implement or expand Grantee Breastfeeding Peer Dad Program.

A. The Peer Dad Program is separate from the Peer Counselor program.

B. If selected, Grantee shall submit to System Agency for review and approval a quarterly activity report in a format designated by System Agency. The activity report shall include goals and objectives, strategies, activities, timeline of events and performance measures for implementing and evaluating the program. Grantee shall submit the activity report to System Agency within thirty (30) calendar days after the end of each quarter during the Contract term.

1.13 Stock System Agency provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. System Agency reserves the right to withhold payment if Grantee fails to accurately complete and submit online breast pump receiving reports within three (3) business days of receiving a System Agency breast pump delivery as documented in the current WIC Local Agency policy and procedure manual.

1.14 Implement or expand Grantee's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Grantee that includes, but not limited to: high-risk individual counseling, developing and conducting facilitated discussion nutrition education classes, consultation regarding the appropriate issuance of special formulas, nutrition publications and visual aids for on the job use, implementing staff training, assisting with the Annual Nutrition Education and Breastfeeding plan, and plan and assist with special projects.

1.15 Train Local Agency staff. The term "Local Agency" is defined at 7 CFR § 246.2.

1.16 Develop an Outreach and Retention Plan and submit to the System Agency as part of the annual Nutrition and Breastfeeding Plan as required by WIC Local Agency Policy. Conduct outreach to potential participants and community partners and implement strategies to retain existing participants in accordance with Grantee outreach plan.

1.17 Complete surveys as requested.

1.18 Provide all WIC local agency employees providing services to WIC clients, a computer that has access to the WIC Management Information System (MIS) system and meets requirements set by the Texas WIC program.

1.19 Coordinate with System Agency to visit the physical address of a proposed grocery store outlet and determine if a store exists at the specified location and confirm the signage closely matches the indicated store name, if signage is present. Grantee shall send System Agency an email correspondence indicating findings on a form provided by System Agency, within five (5) business days of receipt of the form.

1.20 Resolve all possible dual participation records anytime the "duplicate detection" grid appears in the MIS. System Agency reserves the right to withhold payment if Grantee fails to accurately resolve all possible dual participation at the time of certification.

1.21 Implement special projects according to System Agency-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Grantee and approved by System Agency. Funding for special projects is contingent upon availability and approval in writing by System Agency of the Grantee's plan for the special project.

1.22 If selected by System Agency, provide meals to WIC participants as part of the WIC Summer Food Service Pilot Program in collaboration with the Texas Department of Agriculture (TDA) as follows:

A. Implement WIC Summer Food Service Pilot Program according to System Agency-approved plan.

B. Submit meals served data to Contracting Entity (CE), a designated TDA contractor, in a frequency and format designated by the CE.

C. Submit requested updates and/or reports to System Agency in a frequency and format designated by System Agency.

1.23 Implement lactation services for WIC program participants who have breastfeeding problems that are beyond the scope of practice of Grantee's WIC staff and/or peer counselors using International Board-Certified Lactation Consultants (IBCLC) or

the most qualified equivalent. Lactation services may also include Local Agency staff training and the provision of lactation equipment. System Agency will provide written approval of Grantee's plan to use lactation funding.

1.24 If selected by System Agency, serve as:

A. A lactation center for WIC program mothers with breastfeeding problems as outlined by System Agency;

B. A training center for WIC local agency staff and other health providers to receive clinical experience working with breastfeeding mothers; and

C. A statewide Lactation Resource Center for health providers to utilize for information and assistance when working with pregnant and breastfeeding women. To serve as the Lactation Resource Center Grantee must:

1. Provide counseling services (to include in-person, phone, web-cam, and email consults) to at least 1000 breastfeeding mothers at Grantee's location every fiscal year.

2. Ensure at least 40 students (i.e. WIC staff, dietetic interns, residents, nurses) complete the Clinical Lactation Practicum or other breastfeeding training at Grantee's location.

3. Provide community education and track outreach activities to promote and support breastfeeding and the use of the lactation center in the community.

4. Submit quarterly activity reports within thirty (30) calendar days after the end of each quarter of this Contract, in a format designated by System Agency. Activity reports will include, Grantee's activities to meet requirements stated within this section.

1.25 Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Grantee's staff is approved in writing by System Agency to participate in the System Agency's dietetic Internship program. This internship will consist of no less than 1,200 hours of supervised learning experiences in a variety of nutrition-related facilities. Grantee is responsible for:

A. Designating a WIC Nutritionist, preferably a registered dietitian, to be the Community Nutrition WIC Preceptor and oversee and evaluate intern's performance for the Community Nutrition (CN)/WIC portion of the System Agency dietetic internship.

B. The Community Nutrition Preceptor to ensure that the dietetic interns meet all requirements, standards and required supervised practice hours for the CN Supervised Practice as outlined by the System Agency's WIC Program.

C. Ensuring that the intern is not used for regular WIC duties during the internship period.

D. Collecting pay-back monies from intern in the event that the intern does not fulfill dietetic internship local agency contract requirements. Monies must be returned to System Agency.

1.26 If selected by System Agency, implement or expand SNAP-Education (SNAP-Ed) projects. Snap-Ed projects will focus on obesity prevention, nutrition education or breastfeeding friendly community initiatives, or peer counselor services for Supplemental Nutrition Assistance Program (SNAP) and WIC eligible populations within the community.

If selected, grantee shall appoint a project coordinator to oversee the implementation and evaluation of each initiative; participate in activities as requested by System Agency, including but not limited to, reports including budget status and evaluation results, collaboration on articles, participation in sharing sessions; follow the Snap-Ed guidance related to allowable costs for approved Snap-Ed projects; collect data and submit all requested reports in a frequency and format designated by Snap-Ed and System Agency for review and approval.

1.27 If selected by System Agency, implement or expand the Improving Participant Experience (IPE) initiative and strategies to improve the client experience and alleviate client "pain points," thus improving the quality of services and client satisfaction. This may include clinic improvements or other improvements.

A. Grantee shall submit proposed initiatives and required reports in a frequency and format designated by System Agency for review and approval.

B. Grantee shall appoint a project coordinator to oversee the implementation and evaluation of each initiative.

C. Grantee shall participate in activities as requested by System Agency, including but not limited to, writing news articles, submitting mid-year and end of year reports and participating in sharing sessions.

D. Grantee shall spend funds related to clinic improvements on items that meet the Texas WIC Design Guidelines and Catalog or have received approval from the System Agency.

1.28 If selected by System Agency, serve as an Innovation Center to implement innovative approaches in nutrition education, with a focus on behavior change and retention projects as proposed to System Agency.

Grantee shall designate an Innovation Lead based on requirements from System Agency who is responsible for overseeing local agency training, support, and evaluation on innovative concepts for clinic staff in addition to the implementation and evaluation of Innovation Center projects.

Grantee shall participate in additional activities as requested by System Agency, including but not limited to, observation and training on innovative techniques to staff from other WIC local agencies, collaboration on articles, reports including budget status and results, evaluation of innovative techniques, workgroup meetings at System Agency, and presentations at the Texas WIC Nutrition and Breastfeeding Conference. Grantee projects will comply with written Innovation Center plan submitted and approved by System Agency which is incorporated by reference. Grantee will submit reports in a frequency and in a format designated by System Agency.

1.29 If selected by System Agency, provide services to assist other WIC local agencies with management of participation growth, including, but not limited to, scheduling participants, clinic flow, and utilization of clinic space. Services are to include the following:

A. Consultation with local agency staff regarding placement of equipment, clinic scheduling, clinic reconfiguration, changes in patient flow, and revision of staff duties;

B. Visits to local agency sites to ensure that changes are successfully implemented and to advise and make recommendations as needed;

C. Evaluation and assistance to WIC local agencies with processing applicants within federal timeframes;

D. Additional duties not listed but deemed necessary by either the local agency or System Agency;

E. Submit reports to System Agency in a format and frequency designated by System Agency documenting services provided to local agencies and local agency clinic efficiency; and

F. Consult with System Agency concerning design and implementation of a new computerized system for administering and tracking WIC program activity.

1.30 If selected by System Agency, Grantee will provide women's health, infant mortality, and WIC education and outreach in designated regions. These services to include the following:

A. Schedule WIC training for all Community Health Workers who shall attend at least one (1) training session per fiscal year; and

B. Oversee Community Health Workers in conducting education and outreach at, but not limited to, libraries, parent groups, schools, churches, businesses, health fairs, WIC clinics, etc., to educate potentially eligible persons about the benefits of the WIC Program including nutrition education, breastfeeding support, and supplemental foods, and the location of WIC clinics.

C. Submit requested updates and/or reports to System Agency in a frequency and format designated by System Agency for review and approval.

1.31 If selected by System Agency, provide WIC outreach utilizing a subcontracted entity for a designated area of the state.

Subcontracted WIC program outreach services to include:

A. Educate potentially eligible persons about the benefits of the WIC Program, including nutrition education, breastfeeding support and supplemental foods;

B. Provide WIC application and appointment assistance;

C. Promote WIC services at community events and through local media;

D. Provide Medicaid, Food Stamps and Texas Temporary Assistance for Needy Families (TANF) application assistance to WIC participants;

E. Track and reporting case outcome determination; including persons referred to WIC who subsequently participate in the WIC program; and

F. Provide WIC clients and applicants with appointment reminders.

G. Require at a minimum, one (1) in-person training per federal fiscal year (FFY) for all subrecipient subcontractor staff providing WIC program services outreach. Grantee will submit to System Agency training content for review and approval upon request.

H. Provide System Agency with Grantee and Grantee subcontractor activity reports in the frequency and format designated by System Agency.

I. Grantee shall maintain and provide to System Agency upon request, written policies and procedures for monitoring subrecipient subcontractors for both financial and programmatic performance.

J. Grantee shall submit to System Agency upon request, results of ongoing monitoring and corrective actions in a format and frequency designated by System Agency.

K. Grantee shall ensure a signed Data Use form is signed for every contract term and that all client and potential client identifying information forwarded to the subrecipient subcontractor is used only for the purposes stated in this section.

1.32 If selected by System Agency, serve as a Regional Training and Conference center for the Texas WIC program and the United States Department of Agriculture (USDA) staff.

A. In addition to training implemented by Grantee, the Regional Training and Conference Center shall be used as a central site for conducting routine System Agency.

B. Training center staff may be requested to develop specific courses as designated by the System Agency.

C. Training center staff may be required to travel to other agencies/sites to conduct trainings at the System Agency's request.

D. Grantee shall submit proposed courses, initiatives and required reports in a frequency and format designated by System Agency for review and approval.

E. The Regional Training and Conference Center will also be available for satellite video conferencing as needed by System Agency, USDA, and WIC local agencies.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in this Attachment A and compliance with the Contract's terms and conditions.

The following performance measures will be used to assess, in part, Grantee's effectiveness in providing the services described in the Contract, without waiving the enforceability of any of the other terms of the contract.

2.1 Grantee shall ensure:

A. Each quarter, an average of less than 5% of families who participate in the WIC Program by receiving food benefits will refuse nutrition education classes at the time of food instrument issuance.

B. An average of 20% of all pregnant women who enter the WIC Program each quarter shall be certified as eligible during the period of the first trimester of their pregnancy;

C. An average of 80% of clients a quarter who are enrolled in the WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food benefit recipients each month (breast-feeding infants are also included in the client count); and

D. 100% of participants who indicate during the enrollment process for the WIC Program that they have no source of health care shall be referred to an appropriate service.

E. An average customer satisfaction percentage of no more than 10% below the statewide average.

III. INVOICE AND PAYMENT

3.1 HHSC will send Grantee an annual funding letter ("Notice of Award") setting the award amount for the corresponding fiscal year. Annual and funding adjustment Notices of Award will be incorporated into this Contract by reference.

3.2 Grantee will request monthly payments using the State of Texas Purchase Voucher (invoice) and submit with any supporting documentation by electronic mail to HHSC WIC Program Services Branch at WicVouchers@hhsc.state.tx.us.

A. Grantee shall indicate separately on the face of the State of Texas Purchase Voucher (invoice), the costs associated with nutrition education, breast-feeding, and other administrative costs.

3.3 Grantee shall submit a separate State of Texas Purchase Voucher (Invoice) for reimbursement of actual allowable costs associated with each special project.

3.4 Grantee will submit Financial Status Reports (FSR) by electronic mail to HHSC WIC Program Services Branch at WicVouchers@hhsc.state.tx.us by the last business day of the month following the end of each quarter of the Contract term for review and financial assessment.

3.5. Grantee will be paid on a cost categorical basis and in accordance with the terms of this Contract.

3.6 In order to claim indirect costs, Grantee must have an approved indirect cost rate or elect to use the de Minimis rate by December 31, 2020. The options for indirect cost recovery are as follows:

A. Elect to use the de minimis;

B. Grantee provides System Agency with an approved negotiated indirect cost rate agreement from a federal or state agency;

C. Grantee requests a negotiated rate from a cognizant agency;

D. Grantee requests a negotiated rate from System Agency directly; or

E. Grantee waives indirect cost recovery.

Indirect costs may be restricted or prohibited by legal statute or the grant terms and conditions. Any restrictions that are identified by legal, statute, or grant terms will limit the maximum amount of grant dollars available to recover indirect costs.

3.7 All payments made by System Agency to Grantee under this Contract will be reimbursements subject to the following requirements, conditions and stipulations:

A. All categories of costs billed to System Agency and allocation of such costs, shall be in accordance with the Plan to Allocate Direct Costs (PADC) submitted by Grantee and accepted by the System Agency. This document is incorporated in the Contract by reference.

B. System Agency will reimburse Grantee for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing WIC Electronic Benefit Transfer (EBT) cards, making

participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

C. Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" based upon the sum of the participants who were issued WIC benefits each month plus infants who do not receive any WIC benefits whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Grantee's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Contract term.

D. The participant caseload will be assigned by System Agency by giving written notice to Grantee. The participant caseload is subject to change upon written notice to Grantee from System Agency with Grantee's concurrence. Grantee assumes liability for all food costs resulting from Grantee exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

E. Grantee will be allowed the option of receiving a two (2) month cash advance in accordance with current System Agency's WIC program policy and procedures.

F. Grantee surplus encumbered by September 30 shall be billed and vouchers received by System Agency no later than sixty (60) calendar days following the fiscal year.

G. Grantee shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the WIC Program.

H. System Agency will reimburse Grantee for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Grantee's assigned participant caseload, plus any incentive funds allocated to Grantee by System Agency.

I. System Agency will identify annually to Grantee an amount of funds that shall be spent for breastfeeding promotion. The allocation of breast feeding funds to Grantee will be based on Grantee's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to System Agency.

J. System Agency reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or breastfeeding promotion is not being provided by Grantee, or Grantee is not complying with the provisions of USDA and/or System Agency directives.

K. System Agency may provide extended hours funding to Grantee for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.

L. System Agency may amend or terminate the Contract if available funds become reduced, depleted, or unavailable during the term of the Contract to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in the Notice of Award. System Agency will notify Grantee if a change in funding occurs and Grantee will have sixty (60) days to provide written notice to System Agency with intention to terminate this contract.

M. System Agency may, at its sole discretion, pay for additional goods or services, as specified in this attachment, if provided by Grantee during the term of the Contract and not otherwise paid during the Contract term if it is in the best interest of System Agency. If Grantee exceeds the amount of earned administrative funds as stated above, Grantee shall continue to bill System Agency for the services provided. If additional funds become available at a later date for the provision of these services, System Agency may elect to pay Grantee a share of these funds.

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Fiscal Responsibility
Department	Library		

Agenda Caption

Award – Library Materials Contract
TXSmartBuy Contract #715-M2 - $320,000

Agenda Item Summary

This item awards an annual contract for the ongoing purchase of publications, print, and multimedia materials for the Amarillo Public Library. The proposed contract offers improved categories and a better range of discounts. Funding for the contract is available in the approved Amarillo Public Library operating budget.

Requested Action

Consider approval and award of Library Materials Annual Contract using State of Texas Contract Number 715-M2, with one-year options to renew through October 31, 2024.

Funding Summary

Funding for this award is available in the department's accounts pertaining to the purchase of library materials and cataloging services: 1260.55210 and 1260.55250.

Community Engagement Summary

N/A

City Manager Recommendation

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

Sale – Property
(Contact: Laura Storrs, Assistant City Manager)

Sheriff Sale of property located in Potter County

Agenda Item Summary

This item authorizes Potter County as the Trustee, to award through a Sheriff Sale property located in Potter county to the highest bidder. The County is requesting authorization of the Sheriff Sale from all taxing entities.

The Sheriff Sale process provides for the taxing entities, depending on the amount of the bids, to recoup all or a portion of the delinquent taxes.

Requested Action

Approval of the Sheriff Sale property

Funding Summary

There is no funding associated with this item.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the Sheriff Sale property.

County of Potter

STATE OF TEXAS
SANTA FE BUILDING

TAX OFFICE
900 S. POLK, SUITE 106
PO BOX 2289
AMARILLO, TEXAS 79105-2289

PHONE: (806) 342-2600
FAX: (806) 342-2637
pctot@co.potter.tx.us

SHERRI AYLOR, PCC
TAX ASSESSOR-COLLECTOR

July 17, 2020

City of Amarillo
Frances Hibbs, City Secretary
PO Box 1971
Amarillo, TX 79105-1971

Ms. Hibbs:

Potter County, as Trustee, has agreed to sell the property located at 1302 N Lincoln St to Abram Letkeman for $15,835.00 as a private sale. We have received their payment for the property. Please place this item on your governing body's July 28, 2020 agenda for their deed approval and signature(s).

If you would, e-mail a copy of the agenda as confirmation that this item has been placed on your agenda to katrinaadams@co.potter.tx.us or contact Katrina at #342-2607.

Sincerely,

SHERRI AYLOR, PCC
Tax Assessor-Collector

SA/ka

Enclosure

A

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Implementation of Best Practices
Department	City Manager		
Contact	Kevin Starbuck, Deputy City Manager		

Agenda Caption

ORDINANCE - ORDERING A SPECIAL ELECTION ON NOVEMBER 3, 2020 TO VOTE ON PROPOSED AMENDMENTS TO THE AMARILLO CITY CHARTER; PROVIDING FOR A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

(Contact: Kevin Starbuck, Deputy City Manager)
First reading of an ordinance calling a special election to be held in the City of Amarillo, Texas on November 3, 2020 and resolving other matters incident and related thereto.

Agenda Item Summary

This ordinance would call a special election to be held in the City of Amarillo, Texas on November 3, 2020 (election day) which is a uniform election date under the Texas Election Code, as amended. This ordinance is for the purpose of submitting the following propositions to the qualified voter of the City of Amarillo:

CITY OF AMARILLO, TEXAS PROPOSITION 2

To amend Article V, Section 2 of the Amarillo City Charter to provide for a staggered, 4-year term of office for Mayor and each City Councilmember.

CITY OF AMARILLO, TEXAS PROPOSITION 3

To amend Article V, Section 12(a) of the Amarillo City Charter to provide for the Mayor and Councilmembers to meet to qualify for office on the day of the election canvass and thereafter meet not less than twenty-four times per calendar year.

Requested Action

Council consideration and approval of the ordinance calling a special election to be held in the City of Amarillo, Texas on November 3, 2020 and resolving other matters incident and related thereto.

Funding Summary

N/A

Community Engagement Summary

At the July 14, 2020 Council meeting, the Charter Amendment Committee presented recommended changes to the charter.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO CITY MANAGER

Staff Recommendation

Staff recommends Council approval of the ordinance calling a special election to be held in the City of Amarillo, Texas on November 3, 2020 and resolving other matters incident and related thereto.

7/23/20-bsm _____

ORDINANCE NO. 7866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ORDERING A SPECIAL ELECTION ON NOVEMBER 3, 2020 TO VOTE ON PROPOSED AMENDMENTS TO THE AMARILLO CITY CHARTER, AS MORE FULLY SET OUT HEREIN; PROVIDING FOR A JOINT ELECTION WITH POTTER COUNTY, RANDALL COUNTY, AND THE CITY OF AMARILLO OR OTHER ENTITY; APPROVING INTERLOCAL AGREEMENT FOR EACH COUNTY TO CONDUCT THE CITY ELECTION IN PRECINCTS OF EACH COUNTY THAT ARE WITHIN THE CITY LIMITS; ESTABLISHING POLLING PLACES AND PROVIDING GENERALLY FOR THE CONDUCT OF SAID ELECTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Amarillo City Charter (hereafter, "Charter" or "City Charter") was adopted by voters in 1913 when the population of Amarillo was 9,957 (per the 1910 census); and,

WHEREAS, since that time, the Charter has been updated rarely, yet there have been numerous changes in federal and state law requirements, public policy, societal behavior, expectations of government, and the needs of a city with a population approaching a quarter-million; and,

WHEREAS, in 2013, Amarillo voters approved numerous amendments updating the charter, and desiring to continue that modernization effort, the City Council has appointed a citizen committee to review the charter and recommend changes; and,

WHEREAS, the City Council finds it is desirable and in the best public interest for voters to now consider certain amendments to the Charter, in accordance with the several propositions described herein;

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

PART I. ORDER CALLING SPECIAL ELECTION.

SECTION 1.0. Pursuant to applicable provisions of the Texas Election Code and Texas Local Government Code, Chapter 9, that a Special Election is hereby called and ordered for the City of Amarillo to be held on the next uniform election date specified by the Texas Election Code, being November 3, 2020, to vote on the following propositions to amend the City of Amarillo Home Rule Charter, each of which shall be separate proposition for each subject matter, on a single ballot, for the reasons and purposes stated below for each proposition, with the ballot text for each proposition to appear and read as shown below.

Further, the proposition for issuance of bond debt to finance certain civic center improvements described in a separate Resolution, for a Special Election also called on November 3, 2020, shall be Proposition No. 1 on the City ballot, with these charter amendment propositions following and numbered as shown.

PART II. CHARTER AMENDMENTS.

SECTION 2.0 The following propositions to amend the City of Amarillo Home Rule Charter, as it currently exists as amended shall be proposed to voters, for the reasons and purposes stated below for each proposition, with the ballot text for each proposition to appear and read as shown below.

City Council, Terms of Office, Art. V, Sec. 2

WHEREAS, The *Citizens Charter Review Committee* has determined that a two-year term of office with the potential for loss of all council knowledge of issues in a single election is a modern disservice to the community. A councilmember spends the first year learning governmental organization, programs, laws, and procedures. Currently this leaves only a single year of informed service, and then that term of office is over. This fact is compounded by the possibility that an entirely new Counsel and Mayor can be elected in one election cycle, due to the lack of staggered terms. Accordingly, the *Citizens Charter Review Committee* recommends a longer term of office to make better use of the skills and knowledge acquired by the Mayor and Councilmembers and that staggered terms be implemented to assure a smooth and informed transition of governmental leadership, rather than removal of all incumbents and knowledge in a single election. NOW, THEREFORE, BE IT ORDAINED THAT, this proposition shall amend Article V, Section 2 of the City Charter to provide for a staggered, 4-year term of office for Mayor and Councilmembers, and Sections 3 and 8 as required to comply with State election law due to longer terms of office, to read as follows:

"**SECTION 2. - TERM OF OFFICE**
The Mayor and each Councilmember shall serve for a term of ~~two (2)~~ four (4) years with said terms being staggered as provided by ordinance and until a successor is elected and qualified; unless sooner removed from office as herein provided."

"**SECTION 3. - VACANCIES**
(a.) Any vacancy in the office of the Mayor or Councilmember shall be filled as authorized by state law. ~~by an appointment by the remaining Councilmembers from among their number~~.

(b) Any vacancy in the office of a Councilmember for an unexpired term of 12 months or less shall be filled by an appointment by the Mayor and the remaining Councilmembers.

(c) Any vacancy in the office of the Mayor for an unexpired term of 12 months or less shall be filled by an appointment by the remaining Councilmembers. ~~Provided that the person appointed to fill such vacancy shall hold office only during the unexpired term of office.~~

(d) The person elected or appointed to fill such vacancy shall hold office only during the unexpired term of office.

"SECTION 8. - ELECTION DAY
The regular municipal elections of the City of Amarillo shall be held on the date allowed by state law that occurs on or nearest to May 1 in an ~~each~~ odd numbered year. If state law provides two election dates which are equally near May 1, the Council shall select one."

Ballot Text Shall State:

PROPOSITION No. 2

To amend Article V, Section 2 of the Amarillo City Charter to provide for a 4-year term of office for Mayor and each City Councilmember with those terms being staggered as provided by ordinance and conforming amendments as required by state law.

_____ FOR
_____ AGAINST

City Council Meeting Frequency, Art. V, Sec.12(a)

WHEREAS, the current charter requires weekly City Council meetings, yet modern experience is that, in some weeks or months, there is not enough public business to justify a weekly meeting. At other times, a quorum of council members is unavailable, rendering a weekly meeting a legal impossibility. In other seasons, pressing business can require multiple meetings within a single week. Aside from the variable workload, modern societal practices of taking holidays and personal time off by council and senior staff further are different than in 1913, and can be incompatible with a weekly meeting obligation. The *Citizen Charter Review Committee* determined it is desirable for the charter to assure regular meetings while allowing reasonable flexibility for the frequency of those meetings. That *Committee* recommends setting a required total number of meetings per year will assure regular meetings while providing flexibility to not meet in some weeks. [Note: Should the stated number of meetings be exhausted prior to the end of a year, then State law allows the Council to conduct an unlimited number of special meetings as may be needed or convenient to discharge public business.] NOW, THEREFORE, BE IT ORDAINED THAT, this proposition shall repeal and restate Art. V, Section 12(a) of the City Charter to now read as follows (and other subsections unchanged):

"(a) On the day that the election results of the Council have been declared, the Councilmembers shall meet to qualify and assume the duties of their offices. Thereafter, the Councilmembers shall meet at such times as prescribed by Ordinance or Resolution, but they shall meet not less than twenty-four times per calendar year."

Ballot Text Shall State:

PROPOSITION No. 3

To amend Article V, Section 12(a) of the Amarillo City Charter to provide for the Mayor and Councilmembers to meet to qualify for office on the day of the election canvass and thereafter meet not less than twenty-four times per calendar year.

_____ FOR
_____ AGAINST

PART IIII. ELECTION ADMINISTRATION AND OTHER MATTERS

SECTION 3.0. That the City Secretary is authorized to modify the ballot format as may be necessary to accommodate electronic or other form of balloting.

SECTION 3.1 That a joint election shall be conducted with Potter County, Randall County, the City of Amarillo, and any other entity that may order an election within those counties, pursuant to the terms and conditions of the attached intergovernmental cooperation agreement with Potter County (Exhibit 1) and intergovernmental cooperation agreement with Randall County (Exhibit 2), each of which is incorporated herein by this reference, and the City Manager is authorized to execute and perform said agreements and to agree to reasonable changes that may be requested or imposed by the counties as reflected in amended Exhibits.

SECTION 3.2. That the City Secretary is expressly authorized to: obtain election supplies; pay election officials; contract for some or all election duties and services from Potter and Randall counties (including conduct of a joint election), in accordance with the adopted budget, applicable law, and the attached agreements.

SECTION 3.3. The election shall be held in each of the election precincts of each participating entity as specified in the attached agreement.

SECTION 3.4. Electronic voting system is authorized and shall be used for voting and counting in the election, subject to the attached agreements and any contingency plan (of each county conducting a part of the City election) for problems with the electronic voting system.

SECTION 3.5. Early voting shall be conducted:

A. In the Potter County portion of the City as specified in the attached Exhibit 1.

B. In the Randall County portion of the City as specified in the attached Exhibit 2.

C. Ballots shall be used for early voting by mail, and electronic or other ballot forms shall be used for casting early votes by personal appearance. The City Secretary is authorized to appoint an Early Voting Ballot Board to count and sort early votes, and other personnel for other duties, all as may be necessary or convenient in the conduct of the election or the City portion of a joint election with the other entities.

SECTION 3.6. That voting results of the City election from Potter and Randall County precincts shall, respectively, be completed at each County's counting station (to-wit: Potter County, at 900 S. Polk, Suite 320, Amarillo; and Randall County, at 501 16th Street, Ste 304, Canyon) and, the results promptly provided to the City Secretary or her designee.

SECTION 3.7. In the event of a conflict between the terms of this ordinance and the interlocal cooperation agreement for election services, the terms of the interlocal agreement shall prevail.

SECTION 3.8. Effective Date. This ordinance calling the election and stating the ballot is effective upon passage. However the effective date for each Proposition that may be approved

by voters shall be as set by City Council, no sooner than 30 days after the canvass of the election, so as to allow time for republication of the amended charter and amending any affected ordinances or policies of the City, to assure an orderly implementation of any approved changes.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____day of _____, 20_____; and PASSED on Second and Final Reading the _____day of _____, 20_____.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

ATTACHMENTS:
Exhibit 1, Interlocal Agreement with Potter County
Exhibit 2, Interlocal Agreement with Randall County

EXHIBIT 1
POTTER COUNTY – CITY ELECTION AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF POTTER §

CONTRACT FOR ELECTION SERVICES AND JOINT ELECTION AGREEMENT

THIS CONTRACT made by and between Potter County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and the City of Amarillo, hereinafter referred to as "Entity," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 3, 2020, and to be administered by Melynn Huntley, Elections Officer, hereinafter referred to as "Elections Administrator".

Said Entity is holding a Special Election, at their expense on November 3, 2020.

The County owns an electronic voting system, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. The Entity desires to use the County's electronic voting system and to compensate the County for such use.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator of Potter County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Entity agrees to pay Potter County for equipment, supplies, services, staff overtime directly incurred as a result of the election, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Entity shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity.

It is understood that other Political Subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Potter County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. The Entity agrees that other Political Subdivisions that may have territory

located partially or wholly within the boundaries of the Entity, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided proportionately among the participants (Exhibit "C").

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Entity's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Entity, including translation to languages other than English. The Entity shall provide a copy of their election order and notice to the Elections Administrator.

Each Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of any Special Election or election procedure changes, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Potter County. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity.

If polling places are different from the polling place(s) used by the Entity in its most recent election, the County agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Entity's polling place names and addresses in effect for election. Election Day locations are listed on Exhibit "A".

In the November 3, 2020 election, Potter County will utilize county-wide voting. As such, there will be 16 polling locations. Registered voters will be able to vote on Election Day at any of the polling locations.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator is required to use election judges, alternate judges and clerks that have been approved by the county political parties. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be approved by the Entity as required by law. The Elections Administrator will recruit at least one polling place official who is bilingual (fluent in both English and Spanish) for each polling location.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint. Election workers will be compensated for the two-hour training class.

Each election judge and election clerk will receive compensation at a rate of $12.00 per hour as established by Potter County pursuant to Texas Election Code Section 32.091. Election judges and clerks will be entitled to receive pay at a rate of time-and-a half per hour for all hours worked over 40 in a week. The election judge and alternant judge will share an additional sum of $25.00 for returning the supplies and equipment to the central counting station after the polls close.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary employees of the County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Entity, the Election Administrator will order the maps and pass that charge on to that particular Entity.

The Entity shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). All ballot information for the ballot will be provided in both English and Spanish. This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The Entity agrees to appoint the Elections Administrator as the Early Voting Clerk. The Entity also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Entity further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Potter County pursuant to Section 83.052 of the Texas Election Code. Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit "B." Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Entity a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Potter County Election Board shall appoint a Signature Verification Committee (SVC) and Early Voting Ballot Board (EVBB) to process early voting results from the Election. The County Election Board shall appoint up to nine additional members to constitute the EVBB. Five people will be appointed to the Signature Verification Committee. The Elections Administrator shall determine the number of members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

1. Counting Station Manager
2. Tabulation Supervisor
3. Assistant Tabulation Supervisor
4. Presiding Judge
5. Alternate Judge

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial results to the Entity as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula, which is based on the cost per polling place. Costs for polling places shared by Entity and other Political Subdivisions shall be divided proportionately among the participants utilizing that polling place. Exhibit "C" shows the formula for determining cost share per Entity and Political Subdivision.

It is agreed that a rental rate of $250 per Verity unit will be charged for the County's voting equipment used on Election Day and/or Early Voting and shall be divided proportionately among the participants utilizing each polling location. Exhibit "D" shows an estimate of expenses for the Joint Election and cost estimate by Entity.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Entity is fully liable for any expenses incurred by Potter County on behalf of the Entity. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed joint general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Entity's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Potter County Treasurer and the Potter County Auditor in accordance with Section 31.099 of the Texas Election Code.

2. In the event that an election contest is initiated under Title 14 of the Texas Election Code in relation the Entity's election, the Entity shall choose and provide, at its own expense, competent legal counsel for Potter County, the Potter County Elections Administrator, and such other Potter County officials,

employees, or election personnel as may be included as parties or participants in that election contest.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. The parties agree that under the Constitution and laws of the State of Texas, neither Potter County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

5. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.

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

7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

8. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2020, been executed on behalf of Potter County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

POTTER COUNTY, TEXAS

By: _____
Melynn Huntley
Elections Administrator

2. It has on this _____ day of _____, 2020, been executed on behalf of the Entity by its Presiding Officer or authorized representative, pursuant to an action of the Entity so authorizing.

CITY OF AMARILLO:

By:_____

EXHIBIT A – ELECTION DAY POLLING LOCATIONS

Amarillo Auto Supply and Off Road
3601 E. Amarillo Blvd.

Casey Carpet One
3500 I-40 West Frontage Road

Chaparral Hills Church
4000 W. Cherry

Don Harrington Discovery Center
1200 Streit Drive

The Church at Bushland
1800 FM 2381, Bushland

~~Grace Community Church~~
~~4111 Plains Blvd.~~

Highland Park ISD Admin. Bldg.
15300 E. Amarillo Blvd.

Hillside Christian Church, NW
600 Tascosa Road

Kids, Inc.
2201 SE 27th

Lighthouse Baptist Church
5631 Pavillard

Pride Home Center
3503 NE 24th

Second Baptist Church
419 N. Buchanan

Trinity Baptist Church
1601 I-40 West

United Citizens Forum
901 N. Hayden

Valle de Oro Fire Station
23801 FM 1061, Valle de Oro

Wesley Community Center
1615 S. Roberts

EXHIBIT B - POLLING HOURS AND LOCATIONS FOR EARLY VOTING

MAIN EARLY VOTING:
Santa Fe Building, Ticket office
900 S. Polk
Maximum # of Judges and Clerks: 11

Hours for voting at Santa Fe Building:	
Mon – Fri., Oct. 19-23	8:00 a.m. – 5:00 p.m.
Sat., Oct. 24	7:00 a.m. – 7:00 p.m.
Sun., Oct. 25	12:00 p.m. – 5:00 p.m.
Mon. – Fri., Oct. 26 – 30	7:00 a.m. – 7:00 p.m.

BRANCH EARLY VOTING:

Precinct 1:
Casey Carpet One
3500 I-40 W Frontage Rd.
Maximum # of Judges and Clerks: 6

Precinct 2:
~~United Amigos~~
~~3300 E I-40~~
Maximum # of Judges and Clerks: 5

Precinct 3:
~~The Craig~~
~~5500 SW 9th Ave~~
Maximum # of Judges and Clerks: 6

Precinct 4:
Cornerstone Outreach
1111 N. Buchanan
Maximum # of Judges and Clerks: 5

Hours for Branch Locations Early Voting:	
Mon – Fri., Oct. 19-23	8:00 a.m. – 5:00 p.m.
Sat., Oct. 29	12:00 p.m. – 5:00 p.m.
Sun., Oct. 30	12:00 p.m. – 5:00 p.m.
Mon. – Fri., Oct. 31-Nov. 4	8:00 a.m. – 5:00 p.m.

EXHIBIT C - SAMPLE COST BY ENTITY

The jurisdictions of participating entities are located in following voting precincts:

Potter County – 24 total precincts
121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 321, 322, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

City of Amarillo – 22 total precincts
121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

Potentially other entities could affect the share of expenses

There are total of 46 "entity precincts" represented by the participating entities. (24 + 22)

In allocating appropriate expenses to participating entities, the total costs will be based on the percent of the total "entity precincts" with which the participating entity has jurisdiction.

Therefore, the total costs will be divided as follows:

Potter County	24 precincts	52% of total cost of election
City of Amarillo	22 precincts	48% of total cost of election*

*Costs not to exceed $45,000. Due to the high costs incurred with a Presidential Election, Potter County agrees to cap the expense to the City of Amarillo at $45,000.

EXHIBIT D - COST ESTIMATE FOR ELECTION

Description	Amount*
Ballot Layout, Audio, Coding	.00
Ballots	2000.00
Field Techs/Site Support/Phone Bank	1500.00
Early Voting Ballot Board/Signature Verification Committee	2600.00
Early Voting Personnel	34600.00
Election Day Personnel	23500.00
Central Counting Station Personnel	1600.00
Election Office overtime	5500.00
Election Day deliveries	300.00
Truck Rental	1000.00
Security, EV, ED & CCS	3300.00
ABBM Kits/Postage (2500 kits @ $1.50 each)	3750.00
Ballot on Demand (Military) and Sample Ballots Online	600.00
Election Kits	640.00
Verity Lease fee (200 units @ $250 each)	50000.00
Public Notice of Test, AGN	400.00
Notice of Election, AGN	1400.00
Subtotal	144,090.00
City of Amarillo – 48%	69,163.20
10% Administrative Fee	6,916.32
Estimated Total	76,079.52

*Amounts are estimates only. Estimate also assumes Early Voting locations and hours.

Potter County agrees to cap the cost of the election to the City of Amarillo at $45,000.

POTTER COUNTY EARLY VOTING LOCATIONS
GENERAL ELECTION – _____, 20____

EXHIBIT 2
RANDALL COUNTY – CITY ELECTION AGREEMENT

JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT
BETWEEN
CITY OF AMARILLO
AND RANDALL COUNTY

WHEREAS, Randall County ("County") and the City of Amarillo ("City") noted in the signature block ("Participating Entities"), have each called an election;

WHEREAS, the Participating Entities desire to conduct these elections jointly, pursuant to Chapter 271, Texas Election Code, on November 3, 2020;

WHEREAS, the City is located partially in Randall County, and it is in the best interest of the voters of the City that are registered in Randall County to conduct an efficient election by entering into an Election Services Agreement with Randall County.

NOW, THEREFORE, the Entities adopt this Agreement to conduct a joint election:

1. SCOPE

The Participating Entities will hold elections on November 3, 2020 ("Election Day") jointly for the voters in Randall County and the City.

2. BALLOT LANGUAGE

Each of the Participating Entities will provide the appropriate ballot language in both English and Spanish for the propositions to be voted on by the qualified voters of that Participating Entity. The County will provide a final proof of ballot language, as it is to appear on the ballot, for final proof approval. The ballots shall be printed in a timely fashion in order to be available for Early Voting by mail and voting devices programmed for Early Voting by personal appearance.

3. RESPONSIBILITIES OF RANDALL COUNTY

Randall County shall be responsible for performing the duties and performing the services associated with an election for those resident voters of Randall County, including but not limited to the following:

(a) Recommend and confirm all early voting polling place locations. Days and hours for early voting on weekdays and weekends will be those days and hours provided by the County, and in accordance with State law.
(b) Agree to receive and process requests for Early Voting by Mail.
(c) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
(d) Procure and distribute all necessary election kits and supplies.

(e) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places.
(f) Notify the election judges of the date, time, and place of the election school and arrange for a facility for holding the school.
(g) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
(h) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
(i) Serve as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes and securing of electronic votes for the period for preservation required by the Election Code.
(j) Provide its Elections Division staff and offices to administer the Joint Election under the direction of the Randall County Elections Administrator.

4. CANVASS OF RESULTS

Each entity will be responsible for the canvass of the returns regarding its ballot items.

5. LOCATION OF COMMON POLLING PLACES

Exhibit "A" to this Agreement is a list of the Countywide-Super Precinct Election Day polling places. These polling places will be used for the common Election Day polling place(s) in this election. Exhibit "B" to this Agreement is a list of early voting polling places. The final designation of polling places within Randall County rests with the County. Accordingly, the County must immediately notify the District if it does not designate the polling places set forth in the attached Exhibits.

6. ALLOCATION OF ELECTION EXPENSES

(a) The County shall initially pay the expenses, and subsequently invoice each Participating Entity for its share of the expenses. Joint election expenses include, but are not limited to, expenses for equipment rental, facilities, personnel, supplies, and training actually incurred by the County for establishing and operating all early voting and Election Day activities at the polling place in the joint election territory as well as activities related to the tabulation of votes. Upon receipt of an invoice from the County election expenses, the Entity shall pay the total amount of the invoice within thirty (30) days of receipt of said invoice.
(b) The expense of any early voting polling places that are established at the request of an Entity(ies) other than those which are mutually agreed upon by all the Entities shall be borne by the requesting Entity.
(c) An Entity may cancel an election, but will be financially responsible for any expenses that were accrued, by the County, up to the time of cancellation.
(d) In the event of a recount, the expense of the recount shall be borne by the Entity(ies) involved in such recount.
(e) Election workers will be paid at the rate of $12.00 per hour.

7. LEGAL NOTICES

(a) Each Entity shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board, and for the posting or publication of election notices and all expenses related thereto. The Notice will be Bilingual and will be published or posted in both English and Spanish. The preceding sentences do not prevent the Entities or any combination of them from issuing a joint notice of election and sharing the cost of same.

(b) Each Entity shall individually submit a request for preclearance from the United States Department of Justice, if required.

8. AUTHORITY TO CONFORM TO ELECTION LAW

The Entities authorize the County's Elections Administrator and the District's Superintendent to vary the terms of this Agreement as may be necessary to conform to applicable law or to comport with proper election procedures without the need for further action by the governing body of any Participating Entity.

9. EFFECTIVE DATE

This Agreement takes effect upon the complete execution of this Agreement by the Participating Entities.

RANDALL COUNTY, TEXAS

By: Shannon Lackey

Attest: _____

Shannon Lackey
Elections Administrator

Date: 7-15-20

CITY OF AMARILLO

By: _____

Attest: _____

Date: _____

Randall County Election Day
Vote Centers
November 3, 2020

The Cowboy Church
8827 S. Washington
Amarillo, TX 79118

Comanche Trail Church of Christ
2700 E. 34th
Amarillo, TX 79103

Randall County Justice Center
2309 Russell Long Blvd
Canyon, TX 79015

Southwest Church of Christ
4515 Cornell
Amarillo, TX 79109

Redeemer Christian Church
3701 S. Soncy
Amarillo, TX 79121

Region 16 Education Center
5800 Bell Street
Amarillo, TX 79109

Randall County Fire Department # 2
9451 FM 2186
Amarillo, TX 79119

Arden Road Baptist
6701 Arden Road
Amarillo, TX 79109

Central Baptist Church
1601 SW 58th
Amarillo, TX 79110

Oasis Southwest Baptist Church
8201 Canyon Drive
Amarillo, TX 79110

Randall County Annex
4320 S. Western
Amarillo, TX 79110

The Summit
2008 12th Avenue
Canyon, TX 79015

Coulter Road Baptist Church
4108 S. Coulter
Amarillo, TX 79109

Early Voting Locations
General Election
Election Day November 3, 2020

Dates and time will be determined at a later date in accordance with the Texas Election Code and/or an Executive Order issued by the Governor

Randall County Election Administration Office**
1604 5th Ave
Canyon, TX 79015

Randall County Annex
4320 S. Western
Amarillo, TX 79110

Randall County Justice Center
2309 Russell Long Blvd
Canyon TX, 79015

Region 16 Education Service Center
5800 Bell Street
Amarillo, TX 79109

Comanche Trail Church of Christ
2700 E. 34th
Amarillo, TX 79103

****Main Early Voting Location**

Early Voting Dates and Times for Randall County at
The Election for the
City of Amarillo
_____, 20____

B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Civic Pride; Economic Development and Redevelopment
Department	Community Development		
Contact	Juliana Kitten, Director of Community Development		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. _____
(Contact: Juliana Kitten, Director of Community Development)
This item is the first reading to consider an ordinance amending the Amarillo Municipal Code: Chapter 2-6, modifying Article XII, Section 2-6-96, related to the Community Development Advisory Committee (CDAC).

Agenda Item Summary

This item will amend the Amarillo Municipal Code: Chapter 2-6, modifying Article XII, Section 2-6-96, related to the Community Development Advisory Committee, Members; Qualifications. The modification will reduce membership from 11 to 7 members with a minimum of 4 members from the Community Development Block Grant (CDBG) target areas as defined in the annual Community Development Action Plan. Members are preferred to have professional or volunteer experience with the development of low- or mixed-income housing, working with the homeless, and/or a strong commitment to supporting low-to-moderate income individuals, families, and neighborhoods. In addition, membership requirements are adjusted to be consistent with Sections 2-6-1 through 2-6-12.

Requested Action

To approve Ordinance No. _____.

Funding Summary

N/A

Community Engagement Summary

Staff presented to City Council the challenges of maintaining appropriate membership of the CDAC during the Fall 2019 appointment process. City Council directed the CDAC membership requirements be reviewed, asking staff to present recommendations for consideration. Staff conducted a review of U.S. Department of Housing and Urban Development (HUD) regulations and CDAC best practices from other municipalities. Recommendations were presented to City Council at the July 21, 2020 City Council meeting.

Staff Recommendation

Staff recommends approval of Ordinance No. _____.

LSS 7/20/2020

ORDINANCE NO. 7857

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, AMENDING THE AMARILLO MUNICIPAL CODE: CHAPTER 2-6, MODIFYING ARTICLE XII, SECTION 2-6-96, RELATED TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; REVISING THE COMMITTEE MEMBER PARTICIPATION AND QUALIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a Citizen Participation Plan was adopted in 1975 by Resolution No. 1-28-75-5 in accordance with the Housing and Community Development Act of 1974;

WHEREAS, in 2015, Ordinance No. 7519 created the Community Development Advisory Committee for the public purpose of citizen participation in the development of State and federal programs;

WHEREAS, such Committee conducts public meetings and hearings with citizens to encourage participation in the decisions made for government programs available, including the allocation/reallocation of available grant funds to local nonprofit and governmental organizations; and

WHEREAS, the City Council then reviews this Committee's annual recommendation as to the allocation/reallocation of available grant funds.

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

SECTION 1. The Amarillo Municipal Code, Chapter 2-6 is hereby amended by modifying Article XII to read as follows:

Sec.2-6-96. Members; qualifications.

This committee shall consist of ~~11~~ 7 members meeting the requirements of Sections 2-6-1 through 2-6-12. ~~2-6-3.~~ Moreover, the membership shall consist of four (4) members from the Community Development Block Grant (CDBG) target areas as defined in the annual Community Development Action Plan. ~~two (2) members from each of the four (4) geographic areas of the city, plus two (2) members at-large, and a Chairperson also selected at-large. The area that members represent must consist of fifty-one (51) percent or more low to moderate income households~~ Members are preferred to have professional or volunteer experience with the development of low or mixed income housing, working with the homeless, and/or a strong commitment to supporting low to moderate income individuals, families, and neighborhoods. ~~Appointments to this board are exempt from the term limit stated in Sec. 2-6-6.~~

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All ordinances, parts of ordinances, resolutions, and parts of resolutions, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Publishing and Effective Date. This Ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 28th day of July, 2020; and PASSED on Second and Final Reading the 11th day of July, 2020.

_____

Ginger Nelson, Mayor

ATTEST:

_____

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____

Bryan McWilliams, City Attorney

C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Customer Service
Department	Environmental Health		
Contact	Anthony Spanel, Environmental Health Director		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. _____
(Contact: Anthony Spanel, Environmental Health Director)
Consideration of recommended changes to Chapter 14-3 Alcoholic Beverages that will reduce the regulatory burden on businesses applying for an Alcoholic Beverage license.

Agenda Item Summary

This ordinance will reduce the regulatory burden on businesses trying to achieve an Alcoholic Beverage license issued by TABC by allowing most to make application prior to achieving a Certificate of Occupancy or a Building permit.

Requested Action

To approve ordinance number _____, revising 14-3-3 Alcoholic Beverages.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the revisions to Chapter 14-3-3.

7/8/2020-cmw _____

ORDINANCE NO. 7868

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 14-3, SECTION 14-3-3 TO CLARIFY WHICH APPLICANTS FOR AN ORIGINAL STATE LICENSE OR PERMIT UNDER THE TEXAS ALCOHOLIC BEVERAGE CODE MUST OBTAIN A CERTIFICATE OF OCCUPANCY OR BUILDING PERMIT PRIOR PRESENTING THEIR APPLICATIONS TO THE CITY SECRETARY FOR CERTIFICATION; PROVIDING FOR: SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, PUBLICATION, AND EFFECTIVE DATE.

WHEREAS, sections 11.37(b) and 61.37(b) of the Texas Alcoholic Beverage Code require the city secretary of the city in which an application for an alcoholic beverage permit or license is made to certify whether the location or address given in the application is in a wet area and whether the sale of alcoholic beverages for which the permit or license is sought is prohibited by charter or ordinance; and

WHEREAS, section 14-3-3 of the Amarillo Municipal Code requires an applicant ("**Applicant**") for an original state license or state permit to carry on a business within the City required to be licensed under the Texas Alcoholic Beverage Code ("**Application**") to first obtain from the Building Official either a Certificate of Occupancy or Building Permit for the establishment; and

WHEREAS, Certificates of Occupancy ensure the safety of buildings within the City; and

WHEREAS, the City Council finds it is inequitable to require every Applicant to incur the time and expense of obtaining a Certificate of Occupancy or Building Permit for a location that may or may not be eligible for an original state license or state permit; and

WHEREAS, the Building Code requires a business owner, including an Applicant, to obtain a new or original Certificate of Occupancy upon a change in use or a change in ownership of the business;

WHEREAS, an Applicant that must also obtain a Food Establishment Permit under chapter 8-5 of the Amarillo Municipal Code will eventually be required to obtain a Certificate of Occupancy as a prerequisite for obtaining the Food Establishment Permit and opening for business; and

WHEREAS, besides certifying an Applicant's Application, the City may not otherwise actively regulate a business that sells alcoholic beverages that is not required to obtain a Food Establishment Permit, meaning that it is difficult to verify that such business obtains the required Certificate of Occupancy;

WHEREAS, the City Council finds it is in the interest of public safety to require an Applicant that is not required to obtain a Food Establishment Permit to present a Certificate of Occupancy or Building Permit at the time the Applicant submits its Application;

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

SECTION 1. The Amarillo Municipal Code, Chapter 14-3, Section 14-3-3, be and hereby is amended in part to now read as follows:

Sec. 14-3-3. – Certificate of occupancy.

When applying for an original state license or state permit, any person seeking to carry on a business within the City required to be licensed under the Texas Alcoholic Beverage Code that is not required to obtain a Food Establishment Permit under chapter 8-5 shall first obtain from the Building Official either a Certificate of Occupancy (for an existing structure to be used) or a Building Permit (for the construction, expansion, or modification of a structure) for the establishment.

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Continuation of prior law. Nothing in this ordinance or any code hereby adopted shall be construed so as to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause of action acquired existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just, vested, or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 4. Repealer. Subject to the provision in Section 3 (Continuation of Prior Law), all ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 5. Publication. This ordinance shall be published as required by law.

SECTION 6. Effective Date. This ordinance shall become effective ten days after the date of its second publication as required by the Charter of the City of Amarillo.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____day of _____, 2020; and PASSED on Second and Final Reading the _____day of _____, 2020.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Public Safety
Department	Environmental Health		
Contact	Anthony Spanel, Environmental Health Director		

Agenda Caption

CONSIDERATION OF ORDINANCE NO. _____
(Contact: Anthony Spanel, Environmental Health Director)
Consideration of an revision to Chapter 8-5-23 Public and Environmental Health. This revision will authorize any peace officer to enforce certain health and safety regulations without the necessity, delay, and cost of summoning a Health Officer.

Agenda Item Summary

This Ordinance will authorize any peace officer to enforce certain health and safety regulations without the necessity, delay, and cost of summoning a Health Officer.

Requested Action

To approve ordinance number _____, revising Chapter 8-5 Public and Environmental Health.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the revisions to Chapter 8-5.

6/9/20 MWN ____

ORDINANCE NO. 7809

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 8-5, ARTICLE IV, SECTION 8-5-23 ADDING AUTHORIZATION FOR ANY PEACE OFFICER TO ENFORCE CERTAIN HEALTH AND SAFETY REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE OF SEPTEMBER 1, 2020.

WHEREAS, the violation of certain health and sanitation related regulations is very common and occurs at diverse hours of the day or night; and

WHEREAS, the City Council now finds that it is in the best interest the public health, safety, and welfare to authorize any on-duty peace officer (e.g., police, fire marshal, deputy sheriff, et al.) to enforce certain specified health laws, without the necessity, delay, and cost of summoning a health sanitation officer or inspector (possibly on overtime pay rates) to a premises to issue a notice of violation;

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

SECTION 1. That Chapter 8-5, Article IV, Section 8-5-23 be and hereby is amended to now read as follows:

Sec. 8-5-23. Other Enforcement.

(a) When the Environmental Health Director determines that a nuisance or health sanitation condition at or in a facility, vehicle, establishment subject to permits and inspections in this Chapter exists and is a violation of violates this Article or other applicable law, the Director may take any, all, or any combination of these actions against the violating owner, permittee or person in charge of the premises, consecutively or concurrently:

(1) – (6) [TEXT UNCHANGED]

(b) However, to better protect the public health and safety, a violation of a regulation listed below, within the City limits of Amarillo, may be enforced by any on-duty peace officer by either a class "C" misdemeanor citation or custodial arrest upon viewing an offense described in these listed regulations:

(1) Amarillo Municipal Code of Ordinances, section 8-5-21(c)(5), the requirement of written permission of property owner for mobile food unit;

(2) Amarillo Municipal Code of Ordinances, section 4-6-182, the prohibition on

displaying or selling goods, wares or merchandise or to serve or permit to be served any kind of food or drinks in or upon any Street, Sidewalk or Alley;

(3) Title 37 Texas Administrative Code, Part 128, Rule 228.174(e)(1-5), the requirement that food establishments have and use tight-fitting closed exterior doors and windows, subject to the further exceptions and provisions of such regulation.

Further, this subsection (b) is enacted with the express intent that should there be any recodification, renumbering, amendment, or successor enactment to any ordinance, statute, or regulation cited herein, then such renumbered, re-codified, or amended provision is deemed to be listed here and is enforceable as though it were listed here, until such time as this subsection may itself be amended to reflect such recodification, renumbering or amendment of a listed ordinance, statute or regulation.

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just, vested, or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 5. Penalty. It is an offense to violate any part of this ordinance, punishable upon conviction in accordance with Section 1-1-5 of the Amarillo Municipal Code of Ordinances.

SECTION 6. Publishing and Effective Date. This ordinance shall be published and become effective on September 1, 2020.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____day of _____, 2020; and PASSED on Second and Final Reading the _____day of _____, 2020.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

E

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 28, 2020	**Council Priority**	Regular Agenda Item – Public Hearing

Department	Planning and Development Services Andrew Freeman – Managing Director of Planning and Development Services

Agenda Caption

Public hearing to consider an ordinance rezoning Lots 11 and 12, Block 5, Roy Lindsey's Addition, in Section 172, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 to General Retail District.
Vicinity: I-27 and Washington Street
Applicant/s: Bo Wulfman for South Washington St Ltd.

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 2 to the north and east, General Retail District to the south, and Residential District 1 to the west.

Adjacent land uses consist of single-family detached homes to the north and east, two residential lots to the west (one developed and one undeveloped), and various retail development to the south across Interstate 27 (a fast food restaurant, a vacant bank, and a retail shopping center).

Staff Analysis and Planning and Zoning Commission Meeting Summary

The applicant is requesting a change in zoning in order to develop the property with retail related land uses. Uses allowed in the requested zoning designation include but are not limited to:

Convenience store
Liquor store
Tattoo Shop
Restaurant (with or without drive-thru)
Personal service Dry Cleaner
Auto Parts store
Tune Up shop
Car wash
Bank
Professional and Medical offices
Hardware store
Pharmacy
Pawn shop
Tire shop

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan's Future Land Use and Character Map, how a proposed change conforms to the recommended Neighborhood Unit Concept (NUC) of development, and what impacts may result on existing area zoning and development patterns.

The Future Land Use and Character Map designates "General Residential" development types for this particular area. The primary focus of this development type is detached single-family dwellings of a higher density than suburban areas. Therefore, in terms of compliance, non-residential zoning does not conform to the recommended development type (General Residential). That said, staff acknowledged that due the site's location being at a major intersection and along two major thoroughfares with high traffic patterns, residential land uses may not be the most ideal type of development for this tract.

Regarding the Neighborhood Unit Concept of development, this concept recommends non-residential land uses to be located at or near section-line arterial intersections with a transition in more restrictive zoning and land uses from the intersection towards residential uses.

In context of this concept, the applicant's tract is located at such an intersection as recommended. That said, what does not conform to the NUC is a transition in zoning away from the intersection, whereas single-family detached homes and residential zoning is found to the north, west, and east.

As such, staff did voice some concern with the intensity of uses allowed in General Retail zoning that could, in staff's opinion, have detrimental impacts (noise, traffic, nuisance lighting etc.) to the surrounding homes in such close proximity. With this being the case, staff recommended a more restrictive non-residential zoning be considered (Office or Neighborhood Services) and denial of General Retail zoning as proposed by the applicant. *Staff believed it was worth noting that there are other areas (south of Interstate 27 and several blocks north) where retail and residential zoning are found adjacent to each other.*

Staff's recommendation was based on if "more restrictive" non-residential zoning was established at this location; less intense land uses would develop that would have less of an impact on residences as well as providing the desired transition in zoning. Such a transition and less intense uses could help mitigate the negative impacts of traffic along Washington St, the intersection, and Interstate-27 and would be more in line with the NUC while allowing infill development of a long vacant tract of land.

During the July 6th Commission meeting, staff's concerns were acknowledged yet a majority of the Commission was of the opinion that due to the small size and unique location of the applicant's tract (I-27 and Washington) as well as what is being proposed (Retail adjacent to Residential) exists in the area, that allowing Retail zoning is consistent with established zoning and development patterns in the area and that an opportunity for infill development exists where homes are not likely to or desired to develop.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, no calls have been received regarding this rezoning request.

Considering the above, a majority of the Planning and Zoning Commission recommended **APPROVAL** as presented.

ORDINANCE NO. _____

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 INTERSTATE 27 AND WASHINGTON STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

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

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

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

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

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

> Rezoning of Lots 11 and 12, Block 5, Roy Lindsey's Addition, in Section 172, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 to General Retail District.

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

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

SECTION 5. This Ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 28TH day of July, 2020 and PASSED on Second and Final Reading on this the 11th day of August, 2020.

Ginger Nelson, Mayor

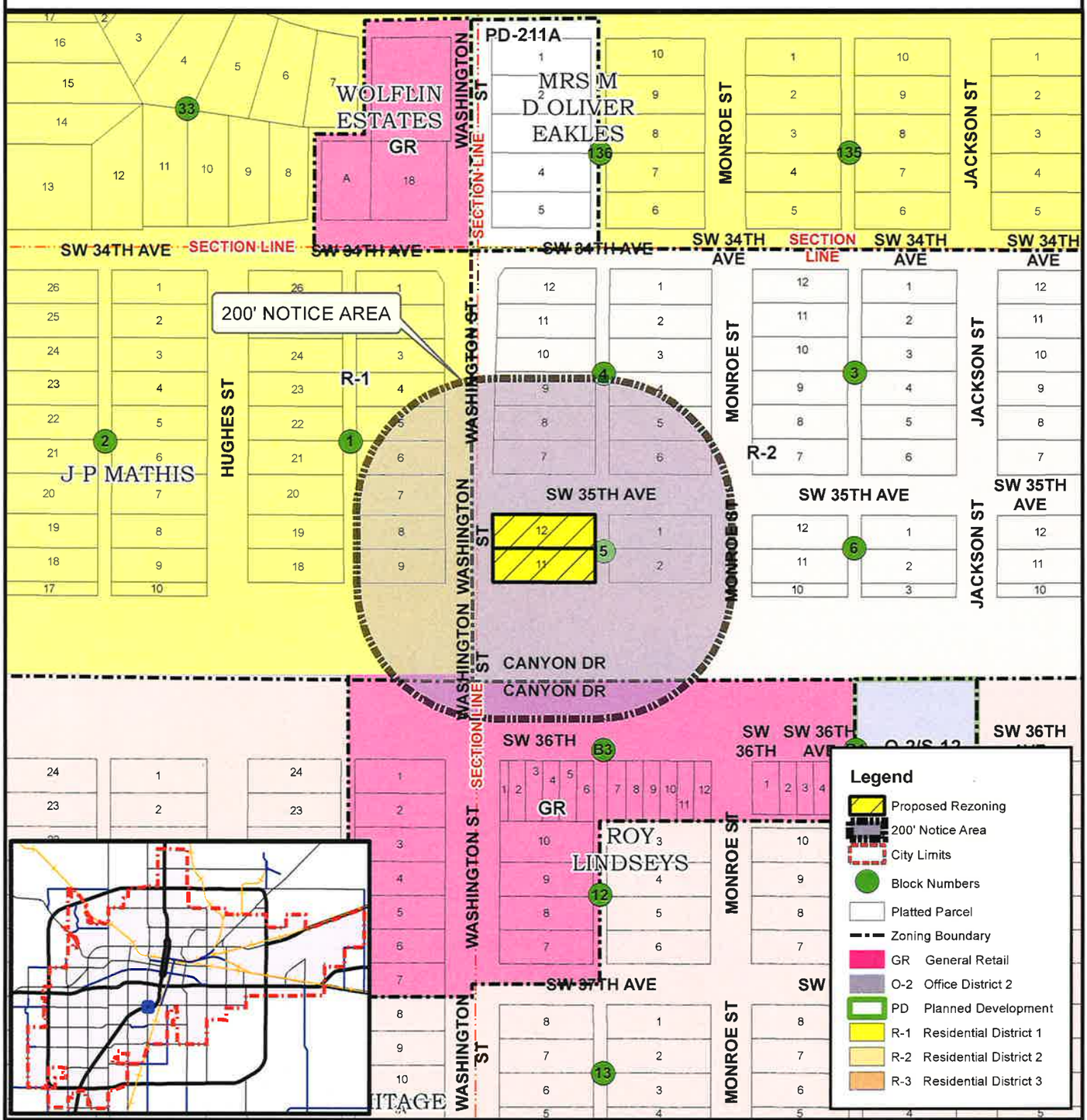
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM R-2 TO GR



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 6/16/2020
Case No: Z-20-14

N
W E
S

Rezoning of Lots 11 and 12, Block 5, Roy Lindsey's Addition, in Section 172, Block 2, A.B.&M. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 to General Retail District.

Applicant: Bo Wulfman for South Washington, Ltd.

Vicinity: I-27 and Washington Street

AP: M-14

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

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Priority**	Civic Pride; Economic Development and Redevelopment
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

RESOLUTION – AMENDING AND RESTATING A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF AMARILLO, TEXAS; MAKING PROVISION FOR THE CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

(Contact: Laura Storrs, Assistant City Manager)
Discussion and consideration of a resolution amending and restating a resolution calling a bond election to be held in the City of Amarillo, Texas on November 3, 2020 and resolving other matters incident and related thereto.

Agenda Item Summary

This resolution would amend and restate a resolution to call a bond election to be held in the City of Amarillo, Texas on November 3, 2020 (election day) which is a uniform election date under the Texas Election Code, as amended. This resolution is for the purpose of submitting the following proposition to the qualified voter of the City of Amarillo:

CITY OF AMARILLO, TEXAS PROPOSITION A

"SHALL the City Council of the City of Amarillo, Texas be authorized to issue general obligation bonds of the City in the principal amount of $275,000,000 for permanent public improvements and public purposes, to-wit: acquiring, constructing, improving, expanding, and equipping the City's convention center facilities, to-wit: the City's civic center complex and any needed land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed THIRTY (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?"

Requested Action

Council consideration and approval of the resolution calling a bond election to be held in the City of Amarillo, Texas and resolving other matters incident and related thereto.

Funding Summary

N/A

Community Engagement Summary

On September 4, 2019, the Office of Public Communications launched a public engagement campaign

titled "Conversation Civic Center" designed to disseminate factual information related to a potential bond election to fund Amarillo Civic Center Complex expansions and improvements. For the launch, the City:

1. Designed, built, published and promoted a stand-alone website located at www.conversationciviccenter.com;
2. Hosted 4 initial public meetings for the community at various times and days

Staff Recommendation

Staff recommends Council approval of the resolution amending and restating a resolution calling a bond election to be held in the City of Amarillo, Texas on November 3, 2020 and resolving other matters incident and related thereto.

A RESOLUTION AMENDING AND RESTATING A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF AMARILLO, TEXAS; MAKING PROVISION FOR THE CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

* *

WHEREAS, the City Council (the *Council*) of the CITY OF AMARILLO, TEXAS (the *City*), located in Potter County, Texas and Randall County, Texas has previously adopted a resolution calling a bond election to be held in the City on May 2, 2020;

WHEREAS, the May 2, 2020 election was postponed in accordance with a proclamation of the Governor of Texas;

WHEREAS, the Council hereby finds and determines that an election should be held on November 3, 2020, to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will enter into election services contracts with the Potter County Elections Administrator and the Randall County Elections Administrator, in accordance with the provisions of Subchapter D of Chapter 31, as amended, Texas Election Code, or other applicable law, pursuant to which the Elections Administrators will assist with certain aspects of the Election on the City's behalf;

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

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

Section 1: Sections 1 through 15 of the resolution passed and approved by the City Council on February 11, 2020, relating to calling a bond election to be held in the City are hereby amended and restated as follows:

SECTION 1. The Election shall be held in the CITY OF AMARILLO, TEXAS on the 3rd day of November, 2020 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this resolution (the *Resolution*), for the purpose of submitting the following proposition to the qualified voters of the City:

CITY OF AMARILLO, TEXAS PROPOSITION A

"SHALL the City Council of the City of Amarillo, Texas be authorized to issue general obligation bonds of the City in the principal amount of $275,000,000 for permanent public improvements and public purposes, to-wit: acquiring, constructing, improving, expanding, and equipping the City's convention center facilities, to-wit: the City's civic center complex and any needed land and rights-of-way therefor; such bonds to mature serially or otherwise over a period not to exceed THIRTY (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

SECTION 2. Pursuant to an agreement to be entered into with the Potter County Elections Department, for that portion of the City located in Potter County and the Randall County Elections Department for that portion of the City located in Randall County, the election shall be conducted by the Potter County Elections Department and the Randall County Elections Department, respectively, in accordance with the provisions of the respective agreements for election services (the "Contracts").

The polling places for this election are shown in **Exhibit A**, which is attached hereto and incorporated herein by reference as a part of this Resolution for all purposes. The election officers and maximum number of clerks for each polling place shall be determined and appointed in accordance with the Contracts.

On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

SECTION 3. With respect to that portion of the City located in Potter County, the locations, dates and times for early voting for this election shall be as shown in **Exhibit B1**, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. Melynn Huntley, Potter County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks at such early voting polling place in accordance with the agreement with the Potter County Elections Department.

With respect to that portion of the City located in Randall County, the locations, dates and times for early voting for this election shall be as shown in **Exhibit B**, which is attached hereto and incorporated herein by reference as a part hereof for all purposes. Shannon Lackey, Randall County Elections Administrator, is hereby appointed as early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the agreement with the Randall County Elections Department.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contracts.

SECTION 4: With respect to voters of the City residing in Potter County, the Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Office of the Elections Department, 900 South Polk Street, Suite 320, Amarillo, Texas and the

Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the agreement with the Potter County Elections Department. The Manager and Presiding Judge of such Central Counting Station may appoint clerks to serve at such Station, as provided by Texas Election Code, Section 127.006, as amended.

With respect to voters of the City residing in Randall County, the Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Randall County Election Department, 1604 5th Avenue, Canyon, Texas and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at such Central Counting Station shall be determined, appointed and designated in accordance with the agreement with the Randall County Elections Department. The Manager and Presiding Judge of such Central Counting Station may appoint clerks to serve at such Station, as provided by Section 127.006 of the Election Code, as amended.

SECTION 5. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote "FOR" or "AGAINST" the aforesaid proposition which shall appear on the ballot substantially as follows:

CITY OF AMARILLO, TEXAS PROPOSITION A

"THE ISSUANCE OF $275,000,000 GENERAL OBLIGATION BONDS FOR CONVENTION CENTER FACILITIES EXPANSION AND IMPROVEMENT AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS."

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Resolution and the voter information attached as **Exhibit C**, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City's internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City's internet website not less than 21 days prior to Election Day.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of the date of this Resolution, had outstanding an

aggregate principal amount of debt equal to $149,447,000.00; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled $37,092,466.88; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of $0.04403 per $100 of taxable assessed valuation. The City estimates an ad valorem debt service tax rate of $0.1669 per $100 of taxable assessed valuation if the bonds that are subject of the Election are approved and are issued (taking into account the outstanding City bonds and bonds that are the subject of this Election, but not future bond authorizations of the City). The bonds that are the subject of this Election shall mature serially or otherwise overall a specified number of years (not more than 40 years from their date), as preserved by applicable Texas law, though the City estimates that, based on current bond market conditions, such bonds will amortize over a 30-year period from their respective date of issue. The foregoing estimated tax rate and amortization period are only estimates, provided for Texas statutory compliance, and do not serve as a cap on any City ad valorem tax rate or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their respective designee, to negotiate and enter into one or more election agreements and/or similar contracts or agreements with Potter County and Randall County, acting by and through their respective Elections Administrators, as permitted and in accordance with the provisions of the Texas Election Code, as amended. In addition, the City authorizes the Mayor, the City Manager, or their respective designee of either of such parties to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein. To the extent that any duty or obligation of the City, in general, or any City official, in particular, is properly delegated to the Potter County and Randall County pursuant to an election agreement with such County, then the County's carrying out those duties and obligations on the City's behalf pursuant to the terms of such election agreement shall be binding upon the City and are hereby determined by the Council to be evidence of the City's compliance with the provisions of applicable Texas law concerning the Election relative to the same.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters ordained herein.

SECTION 12. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 15. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Resolution shall be effective immediately upon adoption.

Section 2: Except as hereby amended and restated, all of the provisions of the Resolution passed and approved on February 11, 2020, related to calling a bond election to be held in the City are hereby ratified, confirmed and readopted and any provisions of or actions taken in connection with the resolution passed and approved on February 11, 2020 related to calling a bond election for May 2, 2020 are hereby repealed and rescinded to the extent they are in conflict with the provisions of this Resolution.

Section 3: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended and as in effect on the date hereof.

Section 4: Effective Date. This Resolution shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

* * * *

PASSED AND APPROVED on the _____ day of _____, 2020.

CITY OF AMARILLO, TEXAS

_____
Ginger Nelson
Mayor

ATTEST:

_____
Frances Hibbs
City Secretary

(CITY SEAL)

[Signature Page to City of Amarillo, Texas Resolution Calling a Bond Election]

Exhibit A

ELECTION DAY POLLING PLACES

Election Day: Tuesday, November 3, 2020
Election Day Polling Locations open from 7 a.m. to 7 p.m.
Presiding Judge(s) and Alternate(s): to be determined by the Administrator

Polling Locations

Potter County

Amarillo Auto Supply and Off Road, 3601 E. Amarillo Blvd., Amarillo, Texas 79107-5735
Casey Carpet One, 3500 I-40 West Frontage Road, Amarillo, Texas 79103
Chaparral Hills Church, 4000 W. Cherry, Amarillo, Texas 79108
Don Harrington Discovery Center, 1200 Streit Drive, Amarillo, Texas 79106
Highland Park ISD Admin. Bldg., 15300 E. Amarillo Blvd., Amarillo, Texas 791808
Hillside Christian Church, NW, 600 Tascosa Road, Amarillo, Texas 79124
Kids, Inc., 2201 SE 27th Avenue, Amarillo, Texas 79103
Lighthouse Baptist Church, 5631 Pavillard, Amarillo, Texas 79108
Pride Home Center, Inc., 3503 NE 24th Avenue, Amarillo, Texas 79107
Second Baptist Church, 419 N. Buchanan, Amarillo, Texas 79107
The Church at Bushland, 1800 FM 2381, Bushland, Texas 79012
Trinity Baptist Church, 1601 I-40 West, Amarillo, Texas 79109
United Citizens Forum, 901 N. Hayden, Amarillo, Texas 79107
Valle de Oro Fire Station, 23801 FM 1061, Valle de Oro, Texas 79010
Wesley Community Center, 1615 S. Roberts St., Amarillo, Texas 79102

Randall County

Arden Road Baptist, 6701 Arden Road, Amarillo, Texas 79109
Central Baptist Church, 1601 SW 58th Avenue, Amarillo, Texas 79110
Comanche Trail Church of Christ, 2700 SE 34th Avenue, Amarillo, Texas 79103
Coulter Road Baptist Church, 4108 S. Coulter, Amarillo, Texas 79109
Oasis Southwest Baptist, 8201 Canyon Drive, Amarillo, Texas 79110
Randall County Annex, 4320 S. Western, Amarillo, Texas 79110
Randall County Fire Department #2, 9451 FM 2186, Amarillo, Texas 79119
Randall County Justice Center, 2309 Russell Long Blvd., Canyon, Texas 79015
Redeemer Christian Church, 3701 S. Soncy Road, Amarillo, Texas 79119
Region 16 Education Service Center, 5800 Bell Street, Amarillo, Texas 79109
Southwest Church of Christ, 4515 Cornell St., Amarillo, Texas 79109
The Cowboy Church, 8827 S. Washington, Amarillo, Texas 79118
The Summit, 2008 12th Avenue, Canyon, Texas 79015

Potter County and Randall County participate in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified above located in the County of their residence.

Exhibit B

EARLY VOTING

Early voting begins October 19, 2020 and ends on October 30, 2020.

Potter County Early Voting Clerk: Melynn Huntley, 900 South Polk Street, Amarillo, Texas 79101.

Randall County Early Voting Clerk: Shannon Lackey, 1604 5th Avenue, Canyon, Texas 79015

Presiding Judges of the Early Voting Ballot Boards: to be determined by the Administrators.

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site October 19-30.

Main Early Voting Polling Place, Dates, and Times

Polling Place	Dates		Times
Potter County			
Santa Fe Building	Monday – Friday	October 19-23	8:00 a.m. – 5:00 p.m.
Ticket Office	Saturday	October 24	7:00 a.m. – 7:00 p.m.
900 South Polk	Sunday	October 25	12:00 p.m. – 5:00 p.m.
Amarillo, Texas 79101	Monday – Friday	October 26-30	7:00 a.m. – 7:00 p.m.
Randall County			
Randall County Election Administration Office 1604 5th Avenue Canyon, Texas 79015	Dates and times will be determined in accordance with the Texas Election Code and/or Executive Order issued by the Governor		

Branch Early Voting Polling Places, Dates, and Times

Polling Place	Dates		Times
Potter County			
Casey Carpet One	Monday – Friday	October 19-23	8:00 a.m. – 5:00 p.m.
3500 I-40 W. Frontage Road	Saturday	October 24	9:00 a.m. – 3:00 p.m.
Amarillo, Texas 79103	Sunday	October 25	12:00 p.m. – 5:00 p.m.
	Monday – Friday	October 26-30	8:00 a.m. – 5:00 p.m.
Cornerstone Outreach	Monday – Friday	October 19-23	8:00 a.m. – 5:00 p.m.
1111 N. Buchanan	Saturday	October 24	9:00 a.m. – 3:00 p.m.
Amarillo, Texas 79107	Sunday	October 25	12:00 p.m. – 5:00 p.m.
	Monday – Friday	October 26-30	8:00 a.m. – 5:00 p.m.

Randall County	Dates and times will be determined in accordance with the Texas Election Code and/or Executive Order issued by the Governor
Comanche Trail Church of Christ 2700 E 34th Amarillo, Texas 79103	
Randall County Annex 4320 S. Western Amarillo, Texas 79110	
Randall County Justice Center 2309 Russell Long Blvd. Canyon, Texas 79015	
Region 16 Education Service Center 5800 Bell Street Amarillo, Texas 79109	

Early Voting by Mail

Potter County, Texas

Applications for voting by mail should be received no later than the close of business (5:00 p.m.) on October 23, 2020. Applications should be sent to:

Melynn Huntley
P.O. Box 9618
Amarillo, Texas 79105
phone: (806) 379-2299
fax: (806) 379-2249
email: vote@mypottercounty.com

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

Randall County, Texas

Applications for voting by mail should be received no later than the close of business (5:00 p.m.) on October 23, 2020. Applications should be sent to:

Shannon Lackey
1604 5th Avenue
Canyon, Texas 79015
phone: (806) 468-5510
fax: (806) 468-5634
email: electionadmin@randallcounty.com

If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

Exhibit C
VOTER INFORMATION DOCUMENT

Amarillo City, Texas Proposition A:

□ FOR (a favor) □ AGAINST (en contra)	"THE ISSUANCE OF $275,000,000 GENERAL OBLIGATION BONDS FOR CONVENTION CENTER FACILITIES EXPANSION AND IMPROVEMENT AND THE IMPOSITION OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS."

principal of debt obligations to be authorized	$275,000,000
estimated interest for the debt obligations to be authorized presuming an interest rate of 2.95%	$143,607,394
estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized amortized over 30 years	$418,607,394
as of the date the election was ordered, principal of all outstanding debt obligations	$149,447,000
as of the date the election was ordered, the estimated interest on all outstanding debt obligations	$37,092,466
estimated combined principal and interest required to pay on time and in full all outstanding debt obligations amortized over 30 years	$186,539,466.88
estimated maximum annual increase in the amount of taxes on a residence homestead with a taxable value of $100,000 to repay the debt obligations to be authorized, if approved This figure assumes the amortization of the City's debt obligations, including outstanding debt obligations and the proposed debt obligation; changes in estimated future appraised values within the City; and the assumed interest rate on the proposed debt obligations.	$122.84

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C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 28, 2020	**Council Pillar**	Economic Development and Redevelopment
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF RESOLUTION
(Contact: Laura Storrs)

Discussion and consideration of a resolution to approve the Principal Forgiveness Agreement from the Clean Water State Revolving Fund with the Texas Water Development Board (TWDB).

Agenda Item Summary

This resolution authorizes the City to enter into an agreement with TWDB to receive $1,000,000 in principal forgiveness as a Green Project Reserve Grant in conjunction with a loan commitment from the TWDB of $28,500,000 to finance the costs of advanced metering infrastructure (AMI) project. The grant and loan were approved by the TWDB on February 13, 2020.

Requested Action

Approve the resolution to enter into the Principal Forgiveness Agreement with the TWDB.

Funding Summary

N/A

Community Engagement Summary

Council approved a resolution to authorize the submission of an application to TWDB in January 2019. On October 1, 2019, a rate increase went into effect to fund the debt service associated with this debt issuance. The TWDB approved a resolution to award a total of $29.5 million for an automated water meter system to the City of Amarillo in February 2020. Staff updated Council on the progress of the overall project and progression of the TWDB application and approvals at the Council meeting held on July 7, 2020. A debt issuance of $28.5 million was authorized by Council at the July 14, 2020 meeting.

Staff Recommendation

City staff is recommending approval of the resolution.

RESOLUTION NO. 07-28-20-__

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PRINCIPAL FORGIVENESS AGREEMENT BETWEEN THE TEXAS WATER DEVELOPMENT BOARD AND THE CITY OF AMARILLO, TEXAS.

WHEREAS, the Texas Water Development Board (the "TWDB") adopted Resolution No. 20-013 on February 13, 2020 (the "TWDB Resolution") making a commitment to provide financial assistance to the City of Amarillo, Texas (the "City") in the amount of $29,500,000 from the Clean Water State Revolving Fund through the TWDB's proposed purchase of $28,500,000 City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2020 and the execution of a Principal Forgiveness Agreement in the amount of $1,000,000 to finance the costs of improving and extending the City's waterworks and sewer system (the "System"), to wit: the construction of certain metering improvements for the System; and

WHEREAS, the City Council hereby finds and determines that the Principal Forgiveness Agreement between the City and the TWDB (substantially in the form and content of **Exhibit A** attached hereto) should be approved and authorized to be executed; now, therefore,

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

SECTION 1. The form of Principal Forgiveness Agreement between the TWDB and the City attached hereto as **Exhibit A** and incorporated herein for all purposes is hereby approved for and on behalf of the City as to form and content, and such agreement in substantially the form and substance attached hereto, together with such changes or revisions as the Mayor, Mayor Pro Tem, City Manager and/or any Assistant City Manager may deem necessary to accomplish the financing contemplated, is hereby authorized to be executed by the Mayor, Mayor Pro Tem, City Manager or any Assistant City Manager for and on behalf of the City and as the act and deed of this Council; and such Principal Forgiveness Agreement as executed by said officials shall be deemed approved by the City Council and constitute the agreement herein approved.

SECTION 2. The City Council hereby authorizes the execution and delivery of any and all other documents related to the Principal Forgiveness Agreement including any required escrow agreement and any other documents, instruments or certificates related to obtaining the principal forgiveness.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this 28th day of July, 2020.

_____
Mayor, City of Amarillo, Texas

ATTEST:

_____
City Secretary, City of Amarillo, Texas

(City Seal)

EXHIBIT A

FORM OF PRINCIPAL FORGIVENESS AGREEMENT
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD
AND THE CITY OF AMARILLO

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), dated as of July 28, 2020, made by and between the City of Amarillo, Texas, a political subdivision of the State of Texas in Potter and Randall Counties (the "City"), acting by and through the Mayor and City Secretary and Zions Bancorporation, National Association, Amegy Bank Division, a national banking association duly organized and existing under the laws of the United States of America (the "Bank"), as Escrow Agent (the "Escrow Agent") together with any successor in such capacity:

W I TN E S S E T H:

WHEREAS, pursuant to a Principal Forgiveness Agreement identified as TWDB Commitment No. LF1001102, the City will accept certain contractual obligations to obtain financial assistance (the "Obligations") from the Texas Water Development Board ("TWDB") for the purpose of funding the costs of improving and extending the City's waterworks and sewer system (the "System"), to wit: the construction of certain metering improvements for the System (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator of the TWDB (the "Executive Administrator") or his/her designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the proceeds, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: **ESCROW ACCOUNT**. Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number LF1001102 shall be deposited to the credit of a special escrow account (the "Escrow Account") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall be entitled "City of Amarillo, Texas, Texas Water Development Board LF1001102 Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the City's Waterworks and Sewer System Revenue Bonds, New Series 2020 were issued or other purposes in accordance with the Principal Forgiveness Agreement and solely upon written authorization from the Executive Administrator, or his/her designated representative.

The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: **COLLATERAL.** All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257, as amended.

SECTION 3: **INVESTMENTS.** While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 ("PFIA"). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: **DISBURSEMENTS.** The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: **UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Principal Forgiveness Agreement. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Principal Forgiveness Agreement, that being the sole obligation of the City.

SECTION 6: **CERTIFICATIONS.** The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and the TWDB and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: **LIABILITY OF ESCROW AGENT**. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: **RECORDS**. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: **MERGER/CONSOLIDATION**. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank

designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: **AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: **TERMINATION**. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository or a designated custodian; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: **EXPIRATION**. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: **POINT OF CONTACT**. The points of contact for the Escrow Agent, the City and the TWDB are as follows:

Zions Bancorporation, National Association,
Amegy Bank Division
1801 Main Street, Suite 1190
Houston, Texas 77002
Attention: Andrea Abbott
Phone Number: (713) 232-6093
Email Address: andrea.abbott@amegybank.com

City of Amarillo
601 S. Buchanan
Amarillo, Texas 79101
Attention: Laura Storrs
Phone: (806) 378-3000
Email: laura.storrs@amarillo.gov

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue

Austin, Texas 78701

SECTION 14: **CHOICE OF LAW**. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: **ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: **ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: **VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in **Exhibit A**, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 19: **OTHER PROVISIONS**. If the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the City for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties, and expenses, including out-of-pocket and incidental expenses and legal fees occasioned thereby, unless such claim, liability, loss, damages, fine, penalty, and expense shall have been finally adjudicated to have resulted from the willful misconduct or negligence of the Escrow Agent. The Escrow Agent shall not be required to risk or expend its own funds before taking any action under this Agreement.

The Escrow Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder.

The Escrow Agent may consult with counsel, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Escrow Agent hereunder in good faith and in reliance thereon.

The Escrow Agent shall be protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion, affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

SECTION 20: **FAX/E-MAIL**. The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the City shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the

Escrow Agent's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

SECTION 21: **NO BOYCOTT OF ISRAEL**. To the extent this Agreement is a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, the Escrow Agent hereby verifies that the Escrow Agent is a company which does not boycott Israel and will not boycott Israel through the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "company" and "boycott Israel" have the meanings ascribed to such terms by Chapter 808 of the Texas Government Code.

SECTION 22: **IRAN, SUDAN AND FOREIGN TERRORISTS ORGANIZATIONS**. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent

understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

SECTION 23: **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AMARILLO, TEXAS

By: _____
Mayor

_____
City Secretary

[signature page to Escrow Agreement – Principal Forgiveness]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By: _____

Title: _____
Amegy Bank Division

[signature page to Escrow Agreement – Principal Forgiveness]

EXHIBIT A
Fee Schedule

Principal Forgiveness Agreement
Clean Water State Revolving Fund

TEXAS WATER DEVELOPMENT BOARD

AND

CITY OF AMARILLO

TWDB COMMITMENT NO. LF1001102

TWDB PROJECT NO. 73870 (IUP FISCAL YEAR 2020)

TWDB RESOLUTION NO. 20-013

CFDA No. 66.458

CITY OF AMARILLO
TWDB COMMITMENT NO. LF1001102
TWDB PROJECT NO. 73870
TWDB RESOLUTION NO. 20-013

PRINCIPAL FORGIVENESS AGREEMENT

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THE STATE OF TEXAS §

COUNTY OF TRAVIS §

TWDB Commitment No. LF1001102

PRINCIPAL FORGIVENESS AGREEMENT
BETWEEN THE
TEXAS WATER DEVELOPMENT BOARD
AND THE
CITY OF AMARILLO

WHEREAS, the City of Amarillo (City), located in Potter and Randall Counties, has filed an application with the Texas Water Development Board (TWDB) for financial assistance in the amount of $29,500,000 from the Clean Water State Revolving Fund (CWSRF) to finance the construction of certain metering improvements for the project identified as Project No. 73870; and

WHEREAS, on February 13, 2020, the TWDB determined that the City qualifies for principal forgiveness because it meets the Green Project requirements pursuant to 31 TAC Chapter 375 and the criteria set forth in the 2020 CWSRF Intended Use Plan (IUP), and agreed, pursuant to the TWDB Resolution, to provide financial assistance in the amount of $29,500,000 to the City and further agreed that $1,000,000 will be forgiven; and

WHEREAS, the TWDB and the City are the Parties to this Agreement.

NOW, THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Principal Forgiveness Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth herein.

ARTICLE I. DEFINITIONS

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Principal Forgiveness Agreement and the attached exhibits.

CFR means the Code of Federal Regulations.

Commitment means an offer by the TWDB to provide financial assistance to an Applicant as evidenced by a TWDB resolution.

Construction Account means an account dedicated to the payment of Project costs, as defined by 31 TAC § 375.1(16) and required by the TWDB Resolution.

CWSRF means the Clean Water State Revolving Fund, a program of financial assistance administered by the TWDB for wastewater projects pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; applicable federal regulations; Texas Water Code, Chapter 15, §§ 15.601 – 15.618; and 31 TAC Chapter 375.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget.

EPA means the U.S. Environmental Protection Agency.

Escrow Account means an account established by the City that will be used to manage the Principal Forgiveness Funds in accordance with an escrow agreement acceptable to the Executive Administrator, which is attached hereto as **EXHIBIT G**, until such time as the Executive Administrator authorizes the release of the Principal Forgiveness Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or designated representative.

Financial Assistance means funding made available to eligible Applicants, as authorized in 33 U.S.C. §1383(d), including principal forgiveness

Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

Green Project means a project or portion of a project that meets the EPA criteria for inclusion in the Green Project Reserve, including green infrastructure, water or energy efficiency improvements or other environmentally innovative activities.

Green Project Reserve means the equivalent amount of the EPA capitalization grant that is reserved for projects that meet the EPA's criteria for green projects.

IUP means the Intended Use Plan, State Fiscal Year 2020, approved by the TWDB and the EPA in which the Project was prioritized for funding.

Obligations means the $28,500,000 City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, Bond Series 2020, together with all authorizing documents, which evidence the portion of the financial assistance that is not forgiven, identified as L1001063.

Outlay Report means the TWDB form regarding the total amount of costs incurred by the City relating to the Project for the specified period.

Parties or Party means the TWDB and the City and their authorized successors and assignees.

Principal Forgiveness Funds means the portion of the Financial Assistance that is forgiven, identified as LF1001102, in an amount not to exceed $1,000,000.

Project means the project for which the TWDB is providing financial assistance under this Agreement and as further described in the TWDB Resolution and identified as Project No. 73870.

State means the State of Texas.

TWDB Resolution means TWDB Resolution No. 20-013, dated February 13, 2020, approving the application for financial assistance filed by the City and authorizing the execution of this Agreement.

ARTICLE II. AUTHORITY AND RECITALS

2.01. AUTHORITY. This Agreement is authorized and required by the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, and is also governed by the terms of the IUP; Texas Water Code, Chapter 6; Texas Water Code; Chapter 15, §§ 15.601 – 15.618; 31 TAC Chapter 375; and the TWDB Resolution.

2.02. RECITALS. The Parties agree that the following representations are true and correct and form the basis of this Agreement.

A. The TWDB may provide financial assistance in the form of additional subsidization, such as principal forgiveness, for all or a portion of the Project costs in an amount which the TWDB has determined to be eligible.

B. On February 13, 2020, the TWDB considered an Application filed by the City for financial assistance from the CWSRF program. Based on the representations made by the City in that Application, the TWDB adopted the TWDB Resolution in which the TWDB:

1. determined that the City qualifies for principal forgiveness and is eligible for financial assistance; and

2. made a commitment to provide financial assistance through the purchase of bonds in an amount not to exceed $29,500,000 for the planning, acquisition, design, and/or construction of the Project and to provide additional subsidization in the form of principal forgiveness to the City in an amount not to exceed $1,000,000 as Principal Forgiveness Funds without the expectation of repayment.

C. The TWDB and the City enter this Agreement to memorialize and set forth the terms and conditions for the Principal Forgiveness Funds in an amount not to exceed $1,000,000. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB pursuant to the TWDB Resolution, which is attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City, a copy of which is attached hereto as **EXHIBIT B**.

D. Nothing in this Agreement supersedes or affects any provisions of the Obligations relating to the Financial Assistance amount not forgiven.

ARTICLE III. LEGAL REQUIREMENTS

3.01. APPLICABLE LAWS. In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its designated and authorized representatives, agrees to plan, design, and construct the Project in compliance with the following:

A. the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, and EPA regulations at 40 CFR Part 35;

B. all federal laws and regulations identified on **EXHIBIT C**;

C. Texas Water Code, Chapter 15, §§ 15.601 – 15.618; and

D. 31 TAC Chapter 375.

3.02. LABOR STATUTES AND REGULATIONS. The City agrees to comply with the following statutes and regulations, and shall execute the certifications required by the TWDB related to same. Further, the City shall ensure that each contract for work on the Project shall also contain the following requirements.

A. Equal Employment Opportunity. The City shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and U.S. Department of Labor regulations at 41 CFR Chapter 60, relating to Office of Federal Contract Compliance, EEO. The City shall include this provision in any contract or subcontract in excess of $10,000 as required by 40 CFR § 31.36.

B. Davis-Bacon Act Wage Rates. In accordance with the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, and the applicable IUP and TWDB Guidance on Davis-Bacon Wage Rate Requirements, the City, its contractors and its subcontractors, for the Project that is funded in whole or in part with Principal Forgiveness Funds, shall pay all laborers and mechanics at rates not less than those prevailing on similar projects in the same locality, as determined by the U.S. Secretary of Labor's Wage and

Hour Division, in conformance with the Davis–Bacon Act, 40 U.S.C. §§ 3141 - 3148, 29 CFR Part 5, relating to Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, and 29 CFR Part 3, relating to Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States. All contracts and subcontracts for the construction of the Project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contracts clauses as attached hereto as **EXHIBIT D**.

C. Contract Work Hours and Safety Standards Act. The City shall ensure that its contractors and subcontractors comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 - 3708 and 29 CFR Part 5.

3.03. NO LOBBYING. The City agrees to comply with 40 CFR Part 34, relating to New Restrictions on Lobbying. The City understands and agrees that none of the Principal Forgiveness Funds provided under this Agreement shall be expended to pay any person for influencing or attempting to influence an officer or employee of any federal entity, or a Member of Congress, with regard to the awarding of any federal contract, federal grant, federal loan, or the extension, continuation, renewal, amendment or modification of any federal contract, loan, or grant. The City shall require that all contracts in excess of $100,000 for work implementing the Project contain the following statement: IN ACCORDANCE WITH THE BYRD ANTI-LOBBYING AMENDMENT, ANY RECIPIENT WHO MAKES A PROHIBITED EXPENDITURE UNDER TITLE 40 CFR PART 34 OR FAILS TO FILE THE REQUIRED CERTIFICATION OR LOBBYING FORMS SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH EXPENDITURE.

3.04. IRON AND STEEL. The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States as required by the Federal Water Pollution Control Act, 33 U.S.C. § 1388, related EPA SRF Policy Guidelines and the TWDB American Iron and Steel Guidance, unless the City has requested and obtained a waiver from EPA pertaining to the Project. This section applies in a manner consistent with United States obligations under international agreements. If the City is a signatory to such an agreement, then the City is under the obligation to determine its applicability and requirements and document the actions taken to comply for the TWDB.

3.05. PROCUREMENT. The City shall comply with the following when procuring goods and services for work on the Project according to the requirements in this section.

State Procurement Requirements. All purchases for goods, services or commodities made with funds provided under this Agreement shall comply with State and local procurement and contracting laws.

ARTICLE IV. CONSTRUCTION

4.01. PROJECT REQUIREMENTS. The City shall comply with the following:

A. Plans and Specifications. The City shall construct the Project in accordance with the plans and specifications as sealed by a State licensed engineer and as approved by the Executive Administrator in compliance with 31 TAC Chapter 375, Subchapter F.

B. Changes to Plans and Specifications. The City shall not make or implement any changes to the scope of the Executive Administrator's approved Project or to the specifications for the Project including, but not limited to, changes to the Green Project Reserve portion of the Project without the written approval of the Executive Administrator.

C. Project Schedule. The City shall adhere to the TWDB approved Project schedule, attached as **EXHIBIT E**, and shall timely and expeditiously use funds and complete the Project. The City shall not exceed or revise the Project schedule except upon written approval from the TWDB. The City shall not delay the Project completion date except by Amendment to this Agreement.

D. Project Budget. The City shall be solely responsible for all costs that exceed the TWDB approved Project budget, attached as **EXHIBIT F**. The City shall notify the Executive Administrator immediately when it appears that the Project budget may not be sufficient to complete the Project. The City shall not exceed the Project budget except by Amendment to this Agreement.

E. Environmental Compliance. The City shall comply with all environmental conditions and shall implement environmental mitigation measures as required through TWDB environmental review under 31 TAC Chapter 375, Subchapter E.

4.02. PROGRESS REPORTS. The Executive Administrator may request reports on the progress of the Project at any time. The reports shall contain information as directed by the Executive Administrator and shall be submitted periodically as requested. The City shall respond as requested and a failure to respond may result in withholding the release of funds from the Escrow Account.

ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS

5.01. CONDITIONS FOR DISBURSEMENT OF PRINCIPAL FORGIVENESS FUNDS. No Principal Forgiveness Funds shall be deposited into the Escrow Account or released until the applicable requirements and conditions in the TWDB Resolution and 31 TAC § 375.93, relating to Disbursement of Funds, are met. Construction funds shall not be released unless the City has complied with 31 TAC Chapter 375, Subchapter E, relating to Environmental Reviews and Determinations and 31 TAC Chapter 375, Subchapter F, relating to Engineering Review and Approval. If other conditions affect the release of funds, the Parties agree to

negotiate in good faith regarding any new or different terms or conditions that become applicable to the release of Principal Forgiveness Funds.

5.02. DELIVERY OF PRINCIPAL FORGIVENESS FUNDS. The TWDB shall deposit the Principal Forgiveness Funds in an approved Escrow Account to be released to the City's Construction Account at the direction of the Executive Administrator.

A. Outlay Reports and Invoices. The City shall submit the following documentation:

1. TWDB Outlay Report forms identifying:

   a. the total amount of expenses incurred by the City for the period covered by the Outlay Report; and

   b. invoices, receipts or other documentation satisfactory in form and in substance to the TWDB sufficient to establish the requested amount as an eligible expense incurred by the City.

2. Outlay Report forms are due to TWDB quarterly during the planning, acquisition and design phases and monthly during the construction phase of the Project until the completion of the Project.

B. Release from Escrow Account. The Executive Administrator shall authorize the release of Principal Forgiveness Funds from Escrow when Outlay Reports have been approved by the TWDB.

5.03. INELIGIBLE EXPENSES. The City must use Principal Forgiveness Funds for Eligible Expenses. The City must return any Principal Forgiveness Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Principal Forgiveness Funds used for any ineligible or unverified expenses shall be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Principal Forgiveness Funds, the City must use other funds to fully repay the TWDB.

5.04. MAINTENANCE OF PROJECT ACCOUNTS The City must maintain all project accounts containing funds disbursed for the planning, acquisition, design, or construction of a project, as applicable, in compliance with generally accepted accounting principles (GAAP), including the reporting of underlying infrastructure assets.

5.05. FINAL ACCOUNTING. The City shall provide a final accounting of funds expended on the Project pursuant to 31 TAC § 375.106 and return any remaining Principal Forgiveness Funds in a manner determined by the Executive Administrator.

5.06. LEGAL STATUS. The City must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility.

5.07. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN. If applicable, the City shall adopt and implement a water conservation and drought contingency plan that complies with Texas Water Code §§ 16.4021.

5.08. WATER AUDIT. If the City is a retail public utility as defined in Texas Water Code § 13.002 and the City provides potable water, then the City annually shall perform and file a water audit computing the City's most recent annual system water loss with the TWDB. The first water audit shall be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. The City agrees to comply with 31 TAC § 358.6 relating to water audits.

5.09. REGISTRATION REQUIREMENT. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, the City shall obtain a Data Universal Numbering System (DUNS) Number and shall maintain registration in the System for Award Management (SAM).

5.10. ANNUAL FINANCIAL AUDIT. During the Term of this Agreement, the City shall submit an annual audit of the general purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits shall be submitted to the TWDB no later than 180 days after the close of the City's fiscal year.

5.11. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS. Financial Assistance funds are public funds and, as such, these funds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

ARTICLE VI. NON-PERFORMANCE AND REMEDIES

6.01. STOP WORK ORDERS.

A. Stop Work Order (SWO). The Executive Administrator may issue a written SWO to the City at any time for failure to comply with any provision of this Agreement. The SWO shall provide the City with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO shall provide the City with a specified time to cure.

B. City's Response. The City shall provide a written response to the SWO and shall provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The City shall provide the response within five business days from its receipt of the SWO.

C. Executive Administrator's Reply. The Executive Administrator may accept, reject or

amend the City's plan and shall provide notice of such action to the City within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the City's execution of the plan to cure. The Executive Administrator may modify the City's plan to cure only in a manner consistent with the terms and conditions of this Agreement.

D. City's Option. The City shall notify the Executive Administrator within five business days whether it accepts the amended plan. If the City does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the City shall continue work to complete all obligations under this Agreement.

6.02. TERMINATION. The TWDB may terminate this Agreement in writing at any time. Upon receipt of a notice of termination, the City shall immediately discontinue all work in connection with the performance of this Agreement and shall promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement, provided, however, that any costs for Eligible Expenses incurred prior to the receipt of such written notice by the City shall be payable from the funding provided pursuant to this Agreement.

Within thirty days of the notice of termination, the City shall submit a statement showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor prior to the date of termination.

6.03. SURVIVAL OF TERMS AND CONDITIONS.

A. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement that:

1. the Parties have expressly agreed shall survive any such termination or expiration, if any; or

2. by their nature, would be intended to be applicable following any such termination or expiration.

B. The Parties expressly agree that the following terms and conditions survive the termination or expiration of this Agreement.

1. Article V, Sections 5.03, 5.04, 5.05, 5.07, 5.08, and 5.09.

2. Article VII, General Terms and Conditions.

6.04. REAL ESTATE. If the City purchases real estate for the Project with Principal Forgiveness Funds and any of the real estate or portion of the real estate is not used for the

Project, the City shall repay to the TWDB the full amount of the Principal Forgiveness Funds for purchase of the real estate that is not used for the Project. Such amount shall be due and payable within 90 days after termination or expiration of this Agreement.

6.05. REMEDIES.

A. The City shall have all remedies available in law or equity.

B. The TWDB shall have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

ARTICLE VII. GENERAL TERMS AND CONDITIONS

7.01. INSURANCE AND INDEMNIFICATION.

A. The City shall at all times keep insured with a responsible insurance company or companies such portions of the Project as are customarily insured by political subdivisions in the State that operate like properties in similar locations under similar circumstances. The City shall insure against risks, accidents, casualties or loss in an amount that is customarily carried by such municipalities and political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.

B. The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents. The City shall indemnify and hold the TWDB and the State harmless to the extent that the City may do so in accordance with State law.

C. Principal forgiveness proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

7.02. PERMITS. The City shall be responsible for timely filing applications for all licenses, permits, registrations and other authorizations that the City has identified in the application for financial assistance as required for the construction of the Project. The City shall submit copies of all of these final licenses, permits, registrations and other authorizations issued by local, state and federal agencies to the TWDB within thirty (30) days of receipt from the issuing agency.

7.03. RECORDS. The City shall comply with all terms and conditions relating to records of

the Project as follows:

A. Duty to Maintain Records. The City shall maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City shall also require its contractors to maintain financial accounting records consistent with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation shall be accurate, current, and shall reflect recordation of the transactions at or about the time the transactions occurred;

1. Single Audit Act, 31 U.S.C. §§ 7501 – 7507. The City shall comply with the Single Audit Act, and with Office of Management and Budget (OMB) Circular A-133 ensuring an audit is conducted in accordance with OMB Circulars.

2. Green Projects. If all or part of the Project is designated as a Green Project, then the City shall maintain separate tracking of the expenses related to that Project or portion of the Project that has been designated as an approved Green Project.

B. Duty to Retain Records. The City shall retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of 31 TAC § 375.107, relating to Records Retention. The TWDB requires the City to retain all records related to this Agreement for a period of three (3) years after the Obligations are paid in full (for all others).

C. Public Records. The City understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that such documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The City is required to make any information created or exchanged pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge. The City shall promptly respond to a request by the TWDB for copies of any of the City's records related to this Agreement; and

D. Access to Records.

1. State Auditor. By executing this Agreement, the City accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Principal Forgiveness Funds received pursuant to this Agreement. The City shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and

investigations by the Texas State Auditor's Office in connection with all Principal Forgiveness Funds received pursuant to the contract or subcontract.

2. TWDB, EPA, and Comptroller General of the United States. The City agrees that the TWDB, the EPA, and the Comptroller General of the United States shall have full access to any books, documents, papers, and records which are related to the funds expended under this Agreement and that further these federal entities may audit, examine, copy excerpts, and make transcriptions of any such books, documents, papers, and records. The standards of administration, property management, audit procedures, procurement and financial management, and the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by the EPA and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement shall be made available for audit, examination, excerption, and transcription by the staff of the TWDB within a reasonable time after a request from the TWDB. The City understands and agrees that the EPA's Regional Administrator may, after a thirty day written notice, review any records the Regional Administrator deems necessary to determine compliance with all requirements concerning the Principal Forgiveness Funds provided under this Agreement.

7.04. UPDATING INFORMATION. The City shall provide the TWDB with updated information, reports, statements and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Principal Forgiveness Funds. The City shall promptly notify the TWDB of any material change in the activities, prospects or conditions of the City relating to the Project, or its ability to observe and perform its duties, covenants, obligations and agreements under this Principal Forgiveness Agreement.

7.05. FORCE MAJEURE. Unless otherwise provided, neither the City nor the TWDB nor any agency of the State shall be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *Force Majeure* or otherwise waive this right as a defense.

7.06. NON-ASSIGNABILITY. The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

7.07. ENTIRE AGREEMENT AND AMENDMENT. This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.01 do not require an amendment to this Agreement unless a change to the Project Schedule,

EXHIBIT E or the Project Budget, **EXHIBIT F**, results in a different project completion date or total budget amount.

7.08. NO WAIVER. The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of the strict performance of any such term, provision, or condition or any other term, provision, or condition.

7.09. NO DEBT CREATED. Each Party agrees and understands that, by this Agreement, the State, acting through the TWDB, is not lending its credit or in any manner creating a debt on behalf of the State. To the extent that the City is not securing the Obligations with ad valorem taxes, each Party agrees and understands that, pursuant to this Agreement, the City is not lending its credit or in any other manner creating a debt on behalf of the City.

7.10. LAW AND VENUE. The validity, operation, and performance of this Agreement shall be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State. The Parties understand and agree that this Agreement is for the provision of financial assistance for the planning, design, acquisition and construction of the Project and as such all or part of the performance of the terms and obligations of the Agreement will be performed in Potter and Randall Counties, Texas. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the TWDB shall be in Travis County, Texas. This section does not waive the sovereign immunity of the State or the TWDB.

7.11. NOTICES. All notices, notifications, or requests required or permitted by this Agreement shall be in writing and shall be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses of the Parties shown below. Notice shall be effective when received by the Party to whom notice is sent.

Texas Water Development Board
Attn: Executive Administrator
Physical Address:
1700 N. Congress Ave., 6th Floor
Austin, Texas 78701-1496
Mailing Address:
P.O. Box 13231
Austin, Texas 78711-3231

City of Amarillo
Attn: Jonathan Gresham
Physical Address:
509 S.E. 7th
Amarillo, Texas 79105-2517
Mailing Address:
P.O. Box 1971
Amarillo, Texas 79105-1971

7.12. TERM. This Agreement is effective on the date signed by the Executive Administrator. The Agreement shall expire upon the successful completion of the Project and Final Accounting in accordance with Section 5.05 of this Agreement.

[remainder of page left intentionally blank]

TEXAS WATER DEVELOPMENT BOARD

_____

Jeff Walker
Executive Administrator

_____

Date

City of Amarillo

_____

Jared Miller
Assistant City Manager

_____

Date

EXHIBIT A
TWDB Resolution No. 20-013

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
$29,500,000 TO THE CITY OF AMARILLO
FROM THE CLEAN WATER STATE REVOLVING FUND
THROUGH THE PROPOSED PURCHASE OF
$28,500,000 CITY OF AMARILLO, TEXAS,
WATERWORKS AND SEWER SYSTEM REVENUE BONDS,
PROPOSED SERIES 2020
AND
$1,000,000 IN PRINCIPAL FORGIVENESS

(20-013)

WHEREAS, the City of Amarillo (City), located in Potter and Randall Counties, has filed an application for financial assistance in the amount of $29,500,000 from the Clean Water State Revolving Fund (CWSRF) to finance the construction of certain metering improvements identified as Project No. 73870; and

WHEREAS, the City seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of $28,500,000 City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, Proposed Series 2020 (together with all authorizing documents, (Obligations)), and the execution of a Principal Forgiveness Agreement in an amount of $1,000,000, all as is more specifically set forth in the application and in recommendations of the TWDB's staff; and

WHEREAS, the City has offered a pledge of system net revenue as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB hereby finds:

1. that the revenue and/or taxes pledged by the City will be sufficient to meet all the Obligations assumed by the City, in accordance with Texas Water Code § 15.607;

2. that the application and assistance applied for meet the requirements of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, as well as state law, in accordance with Texas Water Code § 15.607;

3. that the City has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques or technology prescribed by the Texas Water Code and TWDB's rules;

4. that the TWDB has made a timely and concerted effort to solicit projects that address green infrastructure, water, or energy efficiency improvements and other environmentally innovative activities and has determined that the entire Project, or

a portion of the Project, satisfies the EPA's criteria for Green Projects, and is eligible for principal forgiveness in the amount of $1,000,000.

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the City of Amarillo for financial assistance in the amount of $29,500,000 from the Clean Water State Revolving Fund through the TWDB's proposed purchase of $28,500,000 City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, Proposed Series 2020, and the execution of a Principal Forgiveness Agreement in the amount of $1,000,000. This commitment will expire on August 31, 2020.

Such commitment is conditioned as follows:

Standard Conditions

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;

2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all of the requirements of the laws under which said Obligations were issued have been complied with; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the City;

3. this commitment is contingent upon the City's compliance with all applicable requirements contained in 31 TAC Chapter 375;

4. the Obligations must provide that the City agrees to comply with all of the conditions set forth in the TWDB Resolution, which conditions are incorporated herein;

5. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date which is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;

6. the City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the

City's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to such bonds under SEC Rule 15c2-12;

7. the Obligations must contain a provision requiring the City to levy a tax and/or maintain and collect sufficient rates and charges, as applicable, to produce system funds in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;

8. the Obligations must include a provision requiring the City to use any loan proceeds from the Obligations that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project that are explicitly approved by the Executive Administrator or if no enhancements are authorized by the Executive Administrator, requiring the City to submit a final accounting and disposition of any unused funds;

9. the Obligations must include a provision requiring the City to use any loan proceeds from the Obligations that are determined to be surplus funds remaining after completion of the project and completion of a final accounting in a manner as approved by the Executive Administrator;

10. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;

11. loan proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;

12. loan proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The Obligations shall include an environmental indemnification provision wherein the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law;

13. prior to closing, the City shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges and/or the levy of an interest

and sinking tax rate (if applicable) sufficient for the repayment of all system debt service requirements;

14. prior to closing, and if not previously provided with the application, the City shall submit executed contracts for engineering, and, if applicable, financial advisor and bond counsel contracts, for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;

15. prior to closing, when any portion of the financial assistance is to be held in escrow or in trust, the City shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;

16. the Executive Administrator may require that the City execute a separate financing agreement in form and substance acceptable to the Executive Administrator;

Conditions Related to Tax-Exempt Status

17. the City's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the City when rendering this opinion;

18. the City's bond counsel opinion must also state that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the City when rendering this opinion;

19. the Obligations must include a provision prohibiting the City from using the proceeds of this loan in a manner that would cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Internal Revenue Code of 1986, as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);

20. the Obligations must provide that no portion of the proceeds of the loan will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the loan (Source Series Bonds), other than Nonpurpose Investments acquired with:

a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

b. amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations; and

c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;

21. the Obligations must include a provision requiring the City take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of section 148 of the Code. The Obligations must provide that the City will:

a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of its loan with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;

b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its loan, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date;

c. as additional consideration for the making of the loan, and in order to induce the making of the loan by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;

d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time

thereafter, including payment to the United States of any interest and any penalty required by the Regulations;

22. the Obligations must include a provision prohibiting the City from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;

23. the Obligations must provide that the City will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of section 149(b) of the Code;

24. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the City's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations;

25. the Obligations must contain a provision that the City will refrain from using from using the proceeds provided by this TWDB commitment or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Obligations in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

26. the transcript must include evidence that the information reporting requirements of section 149(e) of the Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of section 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply;

27. the Obligations must provide that neither the City nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the City by the TWDB;

State Revolving Fund Conditions

28. the City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines;

29. the Obligations must include a provision stating that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole

or in part with financial assistance made available as provided herein shall insert in full in any contract in excess of $2,000 the contracts clauses as provided by the TWDB;

30. the Obligations must include a provision stating that the City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM), and maintain current registration at all times during which the Obligations are outstanding;

31. the Obligations shall provide that all loan proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and also shall provide that the City will adhere to the approved project schedule;

32. the Obligations and Principal Forgiveness Agreement must contain a covenant that the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines;

33. the Obligations must contain language detailing compliance with the requirements set forth in 33 U.S.C. § 1382 *et seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted accounting principles (GAAP). These standards and principles also apply to the reporting of underlying infrastructure assets;

34. the City shall submit, prior to the release of funds, a schedule of the useful life of the project components prepared by an engineer as well as a certification by the applicant that the average weighted maturity of the obligations purchased by the TWDB does not exceed 120% of the average projected useful life of the project, as determined by the schedule;

Clean Water State Revolving Fund Conditions

35. the City shall pay at closing an origination fee approved by the Executive Administrator of the TWDB pursuant 31 TAC Chapter 375;

36. at the TWDB's option, the TWDB may fund the financial assistance under this Resolution with either available cash-on-hand or from bond proceeds. If the financial assistance is funded with available cash-on-hand, the TWDB reserves the right to change the designated source of funds to bond proceeds issued for the purpose of reimbursing funds used to provide the financial assistance approved in this Resolution;

37. prior to release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the City must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program;

38. prior to release of funds for professional services related to architecture or engineering, including but not limited to contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or other architectural and engineering services as defined in 40 U.S.C. § 1102(2)(A)-(C), the City must provide documentation that it has met all applicable federal procurement requirements as more specifically set forth in 40 U.S.C. § 1101 *et seq* and 33 U.S.C. § 1382(b)(14).

Pledge Conditions for the Loan

39. the Obligations must require the accumulation of a reserve fund of no less than average annual debt service requirements, to be accumulated in equal monthly installments over the initial sixty (60) months following the issuance of the Obligations;

40. if the City has existing revenue obligations with the same pledge of security as the proposed Obligations that will remain outstanding after any loan(s) made by the TWDB pursuant to this commitment, the lien or liens securing the Obligations issued to the TWDB shall be at least on a parity with lien or liens securing such outstanding obligations;

41. the Obligations must contain a provision providing that additional obligations (Additional Bonds) may only be incurred if the following conditions are met:

    a. the City shall deposit to the credit of the Interest and Redemption Fund at least such amounts as are required for the repayment of all principal of and interest on said Additional Bonds;

    b. the Mayor and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition, or obligation in connection with Bonds Similarly Secured, and the ordinances authorizing same, and that the Interest and Redemption Fund contains the amount then required to be therein;

    c. An independent certified public accountant, or independent firm of certified public accountants, signs a written certificate to the effect that, during either the next preceding year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the then proposed Additional Bonds, the Pledged Revenues were, in his or its opinion, at least equal to 1.25 times the principal

and interest requirements of all Bonds Similarly Secured to be Outstanding after the issuance of the then proposed Additional Bonds for the year during which such requirements are scheduled to be the greatest; and

d. that the principal of all Additional Bonds must be scheduled to be paid or mature on April 1 or October 1, or both, of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on April 1 and October 1.

PROVIDED, however, the commitment is subject to the following special conditions:

Special Conditions:

42. prior to closing, the City shall execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator; and

43. the Principal Forgiveness Agreement must include a provision stating that the City shall return any principal forgiveness funds that are determined to be surplus funds in a manner determined by the Executive Administrator.

APPROVED and ordered of record this 13th day of February, 2020.

TEXAS WATER DEVELOPMENT BOARD

Peter M. Lake, Chairman

DATE SIGNED: 2/13/20

ATTEST:

Jeff Walker, Executive Administrator

EXHIBIT B
City of Amarillo's Resolution

EXHIBIT C
List of Federal Laws and Authorities (Cross-Cutters)

The basic rules for complying with cross-cutting federal authorities are set-out in the CWSRF regulations at 40 C.F.R. § 35.3145 and in the DWSRF regulations at 40 C.F.R. § 35.3575. A list of and link to these authorities is provided below and also available from the Environmental Protection Agency (EPA) at: https://www.epa.gov/drinkingwatersrf. A handbook on the applicability of the cross-cutting federal authorities is available from EPA at https://www.epa.gov/sites/production/files/2015-08/documents/crosscutterhandbook.pdf.

Environmental Authorities

- Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- Clean Air Act, Pub. L. 84-159, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Environmental Justice, Executive Order 12898
- Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Economic and Miscellaneous Authorities

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Procurement Requirements for Architectural and Engineering Services under 40 U.S.C. § 1101 and Section 602 of the Clean Water Act
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended
- Debarment and Suspension, Executive Order 12549

Social Policy Authorities

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352 (2)
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

EXHIBIT D
Davis-Bacon Contract and Subcontract Provisions

(3) CONTRACT AND SUBCONTRACT PROVISIONS.

(a) The subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR 5.1 the Water Resources Reform and Development Act of 2014, for a CWSRF-funded project or the Consolidated Appropriations Act, 2016 (or subsequent federal law) for a DWSRF-funded project the following clauses:

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, https://beta.sam.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The TWDB shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the TWDB. TWDB will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of TWDB, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding

The subrecipient(s) shall, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or

her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the funds from the TWDB. Such documentation shall be available on request of the TWDB or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the TWDB indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the TWDB or EPA if requested by EPA, the TWDB, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the TWDB, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or TWDB may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess

of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), TWDB, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. CONTRACT PROVISIONS FOR CONTRACTS IN EXCESS OF $100,000

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) COMPLIANCE VERIFICATION

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) found in TWDB guidance document TWDB-0156 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are also available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA Region 6 DB Coordinator, TWDB, and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

EXHIBIT E
Project Schedule

Amarillo (73870) EXHIBIT E
Project Schedule

Project Task	Schedule Date
EFR Submittal	September 25, 2019
Design Phase Complete	October 1, 2020
Start Construction	January 1, 2021
Construction Complete	January 1, 2023

EXHIBIT F
Project Budget

Amarillo (73870) EXHIBIT F
Project Budget

Budget Items	TWDB CWSRF L1001063	TWDB CWSRF LF1001102	Local & Other Funds	Total
Construction				
Construction	$25,555,738.00	$1,000,000.00	$0.00	$26,555,738.00
Subtotal for Construction	**$25,555,738.00**	**$1,000,000.00**	**$0.00**	**$26,555,738.00**
Basic Engineering Services				
Design	$0.00	$0.00	$400,000.00	$400,000.00
Planning	$0.00	$0.00	$100,000.00	$100,000.00
Subtotal for Basic Engineering Services	**$0.00**	**$0.00**	**$500,000.00**	**$500,000.00**
Special Services				
Application	$0.00	$0.00	$16,400.00	$16,400.00
Subtotal for Special Services	**$0.00**	**$0.00**	**$16,400.00**	**$16,400.00**
Fiscal Services				
Bond Counsel	$0.00	$0.00	$40,000.00	$40,000.00
Bond Reserve Fund	$0.00	$0.00	$1,710,129.00	$1,710,129.00
Financial Advisor	$0.00	$0.00	$40,000.00	$40,000.00
Fiscal/Legal	$0.00	$0.00	$9,500.00	$9,500.00
Loan Origination Fee	$0.00	$0.00	$490,172.00	$490,172.00
Subtotal Fiscal Services	**$0.00**	**$0.00**	**$2,294,801.00**	**$2,294,801.00**
Other				
Other (Escrow Agent)	$0.00	$0.00	$3,000.00	$3,000.00
Other (Paying Agent)	$0.00	$0.00	$5,000.00	$5,000.00
Subtotal for Other	**$0.00**	**$0.00**	**$8,000.00**	**$8,000.00**
Contingency				
Contingency	$2,944,262.00	$0.00	$0.00	$2,944,262.00
Subtotal for Contingency	**$2,944,262.00**	**$0.00**	**$0.00**	**$2,944,262.00**
Total	**$28,500,000.00**	**$1,000,000.00**	**$2,819,201.00**	**$32,319,201.00**

EXHIBIT G
Escrow Agreement

H

Amarillo City Council
Agenda Transmittal Memo

AMARILLO ECONOMIC DEVELOPMENT

Meeting Date	July 28, 2020	**Council Pillar**	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President & CEO		

Agenda Caption

DISCUSS AND CONSIDER PURCHASE - REAL ESTATE LOCATED AT POINT WEST PARKWAY AND EVANS STREET

Agenda Item Summary

This item authorizes AEDC to execute a contract and all necessary documents for the purchase of approximately 37.60 acre of land located at Point West Parkway and Evans Street in Amarillo. The purchase is for $4,000,000.00 plus closing costs and related expenses. The appraised price was $8,030,000.00 and was conducted by SMS Appraisal.

Requested Action

Approval of the purchase of land as requested.

Funding Summary

$4,000,000.00 plus closing costs and related expenses.

Staff Recommendation

AEDC staff is recommending approval of the purchase. The AEDC Board voted 5-0 on Monday, July 20, 2020 to approve the purchase.