

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 14, 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: Davlyn Duesterhaus, BSA Chaplain

PROCLAMATION: Holly Ridings

RECOGNITIONS: Center City's Recognition as a Main Street City

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 Telephone # 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. 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.

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 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)

This item is the second and final reading to consider an ordinance rezoning 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.)

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

(Contact: Andrew Freeman, Director of Planning and Development Services)

This item is the second and final reading to consider an ordinance rezoning 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.)

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 unplatted 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.

3. **NON-CONSENT ITEMS:**

- A. **DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 7860:**
(Contact: Laura Storrs, Assistant City Manager)
This is 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.
- B. **DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 7861:**
(Contact: Laura Storrs, Assistant City Manager)
This is 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.
- C. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7862:**
(Contact: David Wilson, Assistant Director of Parks and Recreation)
To participate in this public hearing please call 1-408-638-0968. When prompted for the meeting number dial: 330267295# and specify as to what ordinance you are referring to.
This item is the first 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).

- D. **CONSIDERATION OF ORDINANCE NO. 7863:**
 (Contact: Laura Storrs, Assistant City Manager)
 This is the first reading of an ordinance to amend the Greenways Public Improvement District 2019/2020 Budget included in the City of Amarillo 2019/2020 Budget.
- E. **CONSIDERATION OF ORDINANCE NO. 7864:**
 (Contact: Donny Hooper, Assistant Public Works Director)
 This is 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.
- F. **CONSIDERATION OF ORDINANCE NO. 7865:**
 (Contact: Anthony Spanel, Environmental Health Director)
 This is the first 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.
- G. **CONSIDER RESOLUTION – 2019 EMERGENCY SOLUTIONS GRANT (ESG) APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA):**
 (Contact: Juliana Kitten, Director of Community Development)
 This item considers approval of a resolution 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.
 The 2020 annual application is in the amount of: \$178,947
 CARES Funding in the amount of: \$141,060
 ESG Coordination Grant in the amount of: \$356,472
 Total \$676,479

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.

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

Posted this 10th day of 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.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 23rd day of June 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
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
MAYOR PRO TEM/COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

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

JARED MILLER
KEVIN STARBUCK
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

The invocation was given by Herman Moore, Carter Chapel Primitive Baptist Church.

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

PUBLIC ADDRESS There were no comments.

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus Update;
- C. Presentation of Coronavirus Relief Funding Programs (Support for Businesses);
- D. Presentation of Revised City of Amarillo Organization Chart;
- E. Discuss a Unity Committee; and
- F. 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 Sauer:

A. **MINUTES:**

Approval of the City Council minutes for the regular meeting held on June 9, 2020 and the work session held on June 16, 2020.

B. **CONSIDER APPROVAL – LABORATORY/FACILITY SERVICE AGREEMENT:**

(Contact: Casie Stoughton, Public Health Director)
Physicians Preferred Laboratory, Ltd.

This item approves an agreement with Preferred Physicians Laboratory who is working in collaboration with the Texas A&M Veterinary Lab to provide COVID-19 PCR testing locally, in Amarillo. Amarillo Public Health will be expanding the portfolio of COVID-19 testing laboratories by utilizing this service.

C. **CONSIDER AWARD – COVID-19 CONTRACT:**

(Contact: Casie Stoughton, Public Health Director)

Grantor: Texas Department of State Health Services -- \$249,478.00

This item accepts the award from the Texas Department of State Health Services from August 1, 2020 thru April 30, 2022 to sustain public health programming for response to COVID-19.

- D. **CONSIDER AWARD – TUBERCULOSIS FEDERAL GRANT:**
 (Contact: Casie Stoughton, Director of Public Health)
 Grantor: Texas Department of State Health Services -- \$53,123.00
 This item accepts the award from the Texas Department of State Health Services from January 1, 2021 thru December 31, 2022 to continue funding to prevent and control the transmission of active and latent tuberculosis.
- E. **CONSIDER AWARD – CDBG-CV CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES):**
 (Contact: Juliana Kitten, Director of Community Development)
 The CDBG-CV CARES funding is to be used only in response and to alleviate the impact of the Coronavirus. Funding was made available to the City of Amarillo – Community Development Department through HUD on April 2, 2020. All funding through CDBG-CV related to COVID-19 may be allocated as of March 27, 2020. This allocation maybe used in support of Public Health activities, public services, reimbursements costs, buildings and improvements, and assistance to businesses.
- F. **CONSIDER APPROVAL – LEASE AGREEMENT WITH AMARILLO ICE RANCH, INC.:**
 (Contact: Kevin Starbuck, Deputy City Manager)
 This item is consideration of a lease agreement with Amarillo Ice Ranch, Inc. for use of the City-owned warehouse facility at 301 South Grant Street for recreational and competitive youth and adult sports purposes, including but not limited to, ice hockey, figure skating, and various ancillary ice events.
- G. **CONSIDER AWARD – AIRFIELD PAINTING SERVICES TO REMOVE AND REPLACE DESIGNATED AIRFIELD MARKINGS ON RUNWAY 13/31 AND TAXIWAYS P, P1, P2, P3, P4, AND P5 ON THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**
 (Contact: Michael W. Conner, Director of Aviation)
 Hi-Lite Airfield Services, LLC -- \$614,876.30
 This item is for the purchase of airfield painting services. The services required include the removal and repainting of airfield markings (including the required glass beads) on the Airport's Runway 13/31 and Taxiways P, P1, P2, P3, P4, and P5 to ensure compliance with current Federal Aviation Administration regulatory standards and maintain the safety of the traveling public. This grant originates from the Federal CARES Act.
- H. **CONSIDER AWARD – SOFTWARE LICENSING:**
 (Contact: Rich Gagnon, Information Technology Director)
 CDW-G -- \$58,470.00
 This item represents the purchase of software licensing to provide anti-virus and malware protection for the City's physical and virtual desktops and servers.
- I. **CONSIDER AWARD – TRAFFIC BEADS AND PAINT SUPPLY AGREEMENT:**
 (Contact: Trent Davis, Purchasing Agent)

Potters Industries	\$28,320.00
Ennis-Flint	<u>\$120,190.00</u>
Total	\$148,510.00

 This item considers the award of the Traffic Beads and Paint Supply Agreement.
- J. **CONSIDER APPROVAL – CHANGE ORDER NO. 2 FOR FY 19/20 STREET MAINTENANCE COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1:**
 (Contact: Matthew Thomas, City Engineer)
 Intermountain Slurry Seal Inc. – \$281,856.10
 This item is to consider approval of Change Order No. 2 to the construction contract for the maintenance of streets within Amarillo. This change order will add a patching option, sell surplus aggregate, expand the number of streets maintained and adjust actual quantities installed.

Original Contract:	\$11,135,638.50
Total Change Orders:	<u>\$281,855.26</u>
Revised Contract Total:	\$11,417,493.76

K. **CONSIDER APPROVAL – NATURAL GAS ANNUAL RENEWAL:**

(Contact: Jonathan Gresham, Director of Utilities)

Paisano Natural Gas -- \$137,514.00

This item is the renewal of the annual natural gas contract for both the River Road and Hollywood Road Wastewater Reclamation Facilities. Natural gas is used for heating of Wastewater in the digesters and for emergency backup power at the Facilities. Without this product the Wastewater Anaerobic Digesters would fail putting the City of Amarillo in violation of TCEQ Permit criteria.

L. **CONSIDER APPROVAL – CHLORINE ANNUAL AGREEMENT:**

(Contact: Jonathan Gresham, Director of Utilities)

Brenntag Southwest, Inc. -- \$164,916.00

This item considers approval of the annual contract for chlorine in one (1) ton cylinders for the Osage Water Treatment Plant and Hollywood Rd and River Rd Water Reclamation Plants (WRP). Chlorine is used for disinfection in the water treatment process. It is also used to disinfect treated reclaimed water at both WRP's. Disinfection in the water process is required in permits by the Texas Commission of Environmental Quality (TCEQ).

M. **CONSIDER APPROVAL – ANNUAL MAINTENANCE AGREEMENT:**

(Contact: Chief Birkenfeld, Amarillo Police Department)

Intergraph Corporation -- \$93,937.20

This is for the annual maintenance of the Intergraph Records Management Software for Police and Law Enforcement. The system enables quick data entry, immediate search and retrieval, and extensive reporting capabilities. It provides timelier and also accurate information to support law enforcement operations, investigations and administration for the Amarillo Police Department, it captures data, data sharing, criminal histories, investigations, and dispatch reports; it also provides affidavits, mug shots, warrant information, police records, alarm permits, and additional employee information.

N. **CONSIDER PURCHASE -- 35 GETAC BODY WORN CAMERAS:**

(Contact: Chief Birkenfeld, Amarillo Police Department)

Award to Trinity Innovative Solutions to be funded by the COVID-19 Grant in the amount of \$54,653.55

This purchase is an addition to the current police department body worn camera system, which includes: warranty and extended warranty for five (5) years total for both the cameras and the mounts, magnetic mount and magnetic quick release charging USB cables for each unit, and the equipment is to be leased on a 5-year, fixed cost term. At the end of term, Lessee shall have the option to purchase, renew and/or terminate and return the equipment to the Lessor.

O. **CONSIDER PURCHASE – DITCHER/BACKHOE 4WD:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Ditch Witch of West Texas -- \$56,145.83

This item replaces unit 4982, 1994 Ditch Witch Ditcher/Backhoe. The new equipment will be used for the daily operational requirements of the River Road Water Reclamation Plant. Unit 4982 have reached or exceeded its usable life cycle and in need of extensive repair.

P. **CONSIDER SALE OF CITY OWNED PROPERTY – APPROXIMATELY 1.1364 ACRES OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AND OSAGE, AMARILLO TX:**

(Contact: Andrew Freeman, Managing Director - Planning and Development Services)

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 1.1364 acres of land located adjacent to the southeast corner of 34th and Osage. The sales price for this property is \$6.06/square feet or \$300,000 minus closing costs.

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 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. 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 Smith:

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.

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 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. 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 Smith:

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.

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 a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the qualifying event. This item was presented by Laura Storrs, Assistant City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Sauer and that the following captioned resolution be passed:

RESOLUTION NO. 06-23-20-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE 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 3D: Mayor Nelson presented a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the qualifying event. This item was presented by Laura Storrs, Assistant City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Hays and that the following captioned resolution be passed:

RESOLUTION NO. 06-23-20-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO:
AUTHORIZING THE CITY MANAGER TO SEEK AND
DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14,
SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A
QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE;
PROVIDING SAVINGS CLAUSE 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 3E: Mayor Nelson presented an item considering approval of the property fire and extended coverage insurance in the amount of \$2,039,315.00 to USI. This insurance policy indemnifies the City when damage occurs to City buildings and/or the contents of those buildings. The policy limit is \$250,000,000. Wind/Hail deductible is 5% TIV per occurrence minimum \$1,000,000.00. Deductible for all other perils is \$250,000.00. This item was presented by Wes Hall, Risk Management Director and Robb Pridemore. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Smith.

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

ITEM 3F: Mayor Nelson presented an item considering approval of an Amarillo Economic Development Corporation location incentive agreement with Sharpened Iron Studios, LLC (SIS). This incentive to SIS is for financial support for its initial construction costs as well as job creation support. The current anticipated cost for the build-out of the studio at the AC Downtown campus is between \$12MM-\$14MM. AC does not currently plan to contribute funds to the construction costs for SIS. Initial hires for SIS will include FTE's for the in-house production staff as well as adjunct faculty for the film school. SIS is currently developing curriculum in conjunction with AC for a two-year degree in film production.

AEDC will provide SIS \$500,000 up front for the creation of 40 FTE's with an average salary of \$55,000. These funds will be used to reimburse for construction and renovation costs. SIS will be required to retain these FTE's for a 5-year term. Additionally, in return for documenting a minimum of \$2.5MM in local spending per year, AEDC will provide SIS \$100,000 per year for five years. This item was presented by Kevin Carter, President and CEO. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Smith:

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

Mayor Nelson adjourned the meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 26th day of June 2020, the Amarillo City Council met at 6:15 p.m. for an emergency 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
JAN SANDERS	ASSISTANT CITY SECRETARY

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

PUBLIC ADDRESS There were no comments.

ITEM 1: Discussion of the Executive Order GA-28 by the Governor of the State of Texas.

Mayor Nelson requested Jared Miller and Kevin Starbuck give a general overview of Executive Order GA-28.

ITEM 2: Discuss and consider an amendment to the Mayor's Declaration of Disaster or other Ordinances and Resolutions related to COVID-19 and Executive Order GA-28.

Mayor and Council discussed the provisions of Executive Order GA-28.

Mayor Nelson presented a resolution allowing for the renewal of the Mayor's Sixth Amended Declaration of Disaster for the City of Amarillo, Texas and continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code. Motion was made by Councilmember Powell to amend the Mayor's Disaster Declaration to conform with the provisions of Executive Order GA-28 and to include local requirements for the approval of outdoor gatherings of 100 or more people. Requirements include implementation of a plan consistent with Open Texas guidance with provisions requiring masks or alternatively controlling access to the event location with temperature checks effective at 8:00 a.m. on Monday, June 29, 2020. Motion was seconded by Councilmember Sauer.

RESOLUTION NO. 06-26-20-1
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO
CONFIRMING AND CONTINUING THE MAYOR'S SIXTH AMENDED
DECLARATION OF DISASTER; PROVIDING A REPEALER CLAUSE;
PROVIDING FOR AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Powell, Sauer and Smith; voting NO were Councilmember Hays; the motion carried by a 4:1 vote of the Council.

Mayor Nelson adjourned the meeting.

ATTEST:

Jan Sanders, Assistant City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 7th 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
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
MAYOR PRO TEM/COUNCILMEMBER NO. 4

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

JARED MILLER
KEVIN STARBUCK
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

The invocation was given by Carol Smith.

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. Discuss Protective Measures in the Current Local Disaster Declaration and State Executive Orders;
- C. Drainage Billing and Ordinance Change;
- D. Update Texas Water Development Board Commitment for Advanced Metering Infrastructure (AMI);
- E. Presentation and Discussion on Recommended Changes to the Public and Environmental Health Code to address Wastewater Pretreatment;
- F. Working Ranch Cowboy Association World Championship Rodeo Update;
- G. Discuss Possible November Charter Election;
- H. Discuss Civic Center General Obligation Bond Election;
- I. Monthly Budget Update;
- J. Sales Tax Update; and
- K. Request future agenda items and reports from City Manager.

ITEM 2: Mr. McWilliams advised at 3:59 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) Purchase of real property located in the northwest quadrant of the City of Amarillo; and (b) Purchase or lease of real property located in the Central Business District.

Mr. McWilliams announced that the Executive Session was adjourned at 5:22 p.m. and recessed the work session.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



B

Meeting Date	July 14, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Andrew Freeman Managing Director of Planning and Development Services
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Agenda Caption

This is the second and final reading of an ordinance rezoning 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 Ave. and Gemini Trl.)

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 1 to the north, bounded by the current City Limits to the south and east, and Agricultural District to the west.

Adjacent land uses consist of single-family detached homes to the north, railroad right-of-way to the south and east, and undeveloped land to the west.

Analysis

The applicant is requesting a change in zoning to Moderate Density District in order to develop single-family detached homes. The proposed type of residential development reflects the Preliminary Plan for South Georgia Place that was approved in April of 2020.

It is worth noting that although the plan is to build single-family detached homes, it does allow for multi-family residential products (apartments, duplexes, and townhomes). The applicant wishes to utilize the smaller minimum lot size requirements in Moderate Density zoning in order to achieve a higher density of development (45 foot wide lots instead of the minimum of 50 feet required in R-3 zoning) and is the reason for requesting such zoning rather than Residential District 3.

Analysis of a zoning change begins with referring to the Comprehensive Plan's Future Land Use and Character Map and conformance to the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development. Additionally, analyzing what impact a proposed change in zoning will have on area zoning and development patterns are considered.

Although this particular area and the entire section for that matter, is designated as Suburban Residential by the Future Land Use and Character Map, all of the South Georgia Place Subdivision in the section has developed with General Residential development types.

So in terms of strict compliance with the above, it does not match the recommended type of development but is in line with long established General Residential development types (single-family detached homes) for this subdivision and section. General Residential allows for a higher density residential product, which is being proposed by the applicant.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with the intensity of use and/or zoning decreasing inward towards the center/middle of a section.

The applicant's tract is located along the current City Limits and next to BNSF Railroad Right-of-Way along the eastern edge of this section. There is industrial and commercial development located east of the railroad right-of-way which is outside of the City Limits. While not exactly located at/or near a Section Line intersection, this tract of land is essentially the edge of this section that is located in the City Limits.

As such, higher density residential development as proposed (single-family) or as allowed (multifamily) by the requested zoning would provide an appropriate land use buffer to existing or soon to be developed lower density single-family detached homes.

When looking at the section as a whole, it is the Planning and Zoning Commission's opinion that this would create an ideal development pattern when considering the Neighborhood Concept of Development, in that higher density development is a desired transitional land use from the high impact areas such as railroad right-of-way and industrial and commercial uses east outside of the City Limits.

Considering the above, the Planning and Zoning Commission believes the request is appropriate and if approved, the applicant's request will not create any negative impacts on the surrounding zoning and/or development patterns in the area.

Requested Action/Recommendation
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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, the Planning and Zoning Commission recommends **APPROVAL** as presented.

ORDINANCE NO. 7258

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 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 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 and being further described below:

A 28.03 acre tract of land situated in Section 183, Block 2, A.B. & M. Survey, Randall County, Texas being a portion of that certain 89.55 acre tract of land described in that certain instrument recorded under Clerk's File No. 2020004700 of the Official Public Records of Randall County, Texas, said 28.03 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a railroad spike in pavement found as called for in the South line of said Section 183 for the Southeast corner of said 89.55 acre tract of land, from whence a Brass cap marked "Survey Marker" found in concrete found as called for the Southeast corner of said Section 183 bears S. 89° 59' 53" E. 1532.30 feet;

THENCE N. 89° 59' 53" W. 311.39 feet along the South line of said 89.55 acre tract of land to a point, from whence a railroad spike found for the Southwest corner of said 89.55 acre tract of land bears N. 89° 59' 53" W. 713.47 feet;

THENCE N. 00° 00' 07" E. 79.67 feet to the beginning of a curve to the right whose center bears S. 89° 59' 53" E. 445.00 feet;

THENCE Northeasterly 130.04 feet along said curve to the right with a long chord of N. 08° 22' 25" E. 129.57 feet to the end of said curve;

THENCE N. 16° 44' 42" E. 2042.09 feet to the beginning of a curve to the left whose center bears S. 15° 31' 52" W. 1140.00 feet;

THENCE Northwesterly 252.92 feet along said curve to the left with a long chord of N. 80° 49' 28" W. 252.40 feet to the end of said curve;

THENCE N. 02° 49' 11" E. 60.00 feet to a point;

THENCE N. 00° 03' 23" W. 64.85 feet to the beginning of a curve to the right whose center bears N. 89° 56' 37" E. 155.00 feet;

THENCE Northeasterly 45.45 feet along said curve to the right with a long chord of N. 08° 20' 39" E. 45.29 feet to the end of said curve;

THENCE N. 16° 44' 42" E. 523.00 feet to the Northwest corner of this tract of land in the North line of said 89.55 acre tract of land, same being the South line of South Georgia Place Unit No. 11, an addition to the City of Amarillo according to the map or plat thereof recorded under Clerk's File No. 01 2144 of the Official Public Records of Randall County, Texas, from whence a 1/2 inch iron rod with cap (FURMAN) found for the Northwest corner of said 89.55 acre tract of land bears S. 89° 58' 37" W. 908.63 feet;

THENCE N. 89° 58' 37" E. 657.98 feet along the North line of said 89.55 acre tract of land, same being the South line of said South Georgia Place Unit No. 11 to a 1/2 inch iron rod found as called for in the apparent Westerly Right-of-Way line of the Burlington, Northern & Santa Fe Railway (B.N.S.F.) for the Northeast corner of this tract;

THENCE S. 16° 44' 42" W. along said apparent Westerly Right-of-Way line of B.N.S.F. Railway, at 2938.84 feet pass a 1/2 inch iron rod with cap (FURMAN) found in the North line of the aforementioned Right-of-Way easement (Farmers Ave.) for a total distance of 3001.57 feet to the POINT OF BEGINNING and containing 28.03 acres of land, more or less.

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 23rd day of June, 2020 and PASSED on Second and Final Reading on this the 14th day of July, 2020.

Ginger Nelson, Mayor

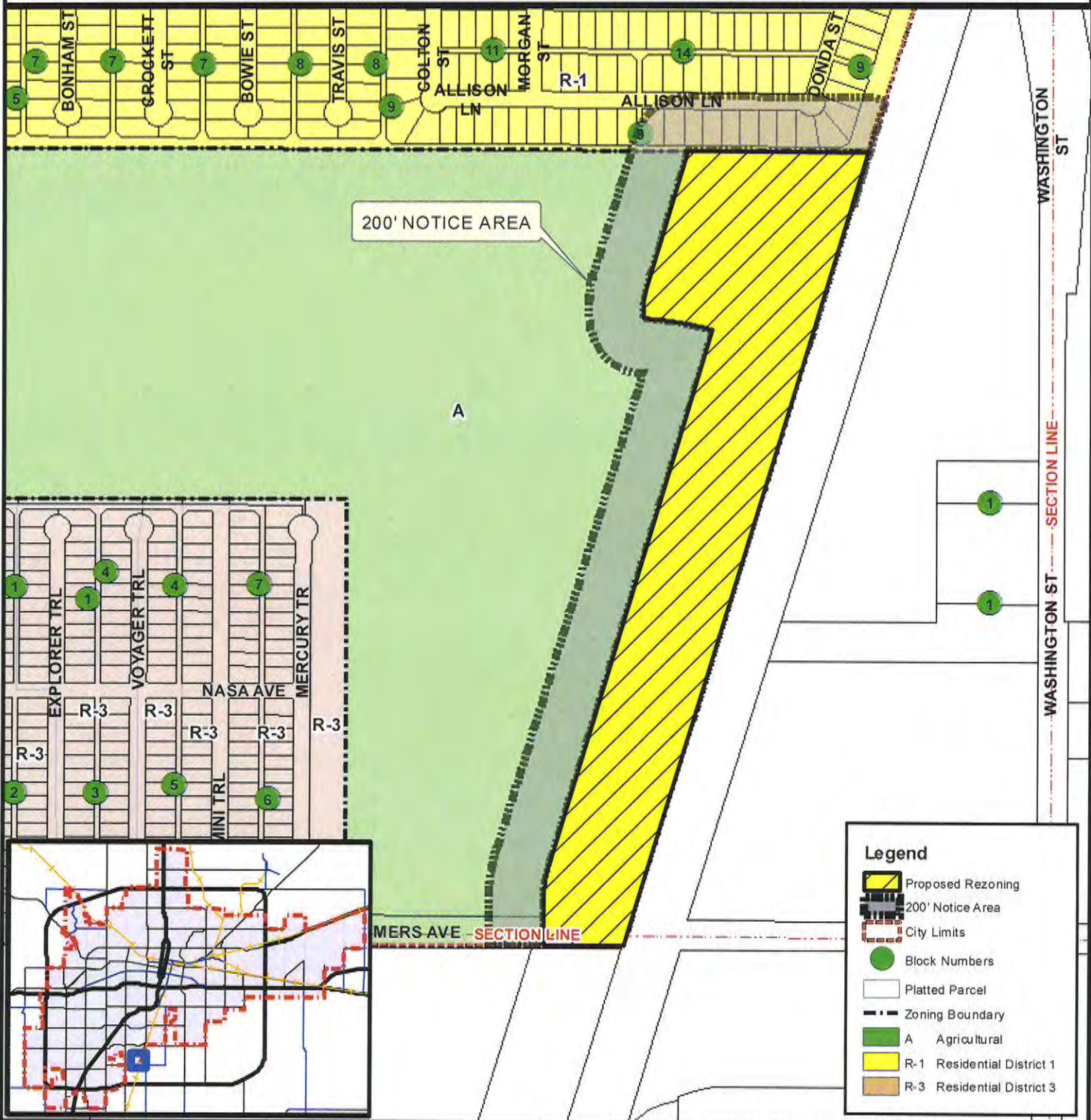
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM A TO MD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 500 feet
Date: 6/16/2020
Case No: Z-20-12



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.

Applicant: Dustin Eggleston for Betenbough Homes
Vicinity: Farmers Avenue and Gemini Trail

AP: M-16

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.



Meeting Date	July 14, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Andrew Freeman Managing Director of Planning and Development Services
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Agenda Caption

This is the second and final reading of an ordinance rezoning 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 Ave. and Gemini Trl.)

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 1 to the north, land outside the city limits to the south, Agricultural District to the east, and Residential District 3 and Agricultural District to the west.

Adjacent land uses consist of single family detached homes to the north, an industrial facility outside of the City Limits to the south, and undeveloped land to the east and west.

Analysis

The applicant is requesting a change in zoning to Residential District 3 in order to develop the tract of land with single-family detached homes. The type of residential development reflects the Preliminary Plan for South Georgia Place that was approved in April of 2020.

Analysis of a zoning change begins with referring to the Comprehensive Plan's Future Land Use and Character Map and conformance to the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development. Additionally, analyzing what impact a proposed change in zoning will have on area zoning and development patterns are considered.

Although this particular area and the entire section for that matter, is designated as Suburban Residential by the Future Land Use and Character Map, all of the South Georgia Place Subdivision has developed with General Residential development types. So in terms of strict compliance with the above, it does not match the recommended type of development yet it is in line with development types (single-family detached homes) that have long been established for this subdivision and section.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with the intensity of use and/or zoning decreasing inward towards the center/middle of a section where more traditional single-family homes are found.

With the proposed single-family detached zoning being located mid-section as recommended by the NUC, the Planning and Zoning Commission is of the opinion that the request is consistent with the just mentioned concept of development.

Considering the above, the Planning and Zoning Commission believes the request is appropriate and if approved, will not create any negative impacts on the surrounding zoning and/or development patterns in the area whereas it is a logical continuation of the prevailing residential product and residential zoning (Residential District 3).

Requested Action/Recommendation
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Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, one call has been received regarding this request. Once details of the request were explained, the caller expressed no opposition.

Considering the above, the Planning and Zoning Commission recommends **APPROVAL** as presented.

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 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 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 and being further described below:

A 61.52 acre tract of land situated in Section 183, Block 2, A.B. & M. Survey, Randall County, Texas being a portion of that certain 89.55 acre tract of land described in that certain instrument recorded under Clerk's File No. 2020004700 of the Official Public Records of Randall County, Texas, said 61.52 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a railroad spike in pavement found as called for in the South line of said Section 183 for the Southeast corner of said 89.55 acre tract of land, same being the Southeast corner of this tract of land, from whence a Brass cap marked "Survey Marker" found in concrete found as called for the Southeast corner of said Section 183 bears S. 89° 59' 53" E. 1532.30 feet;

THENCE N. 89° 59' 53" W. 311.39 feet along the South line of said Section 183, same being the South line of said 89.55 acre tract of land to the Southeast and BEGINNING

CORNER of this tract of land;

THENCE N. 89° 59' 53" W. 713.47 feet along the South line of said Section 183, same being the South line of said 89.55 acre tract of land to a railroad spike found as called for the Southeast corner of said 89.55 acre tract of land, same being the Southwest corner of this tract of land, from whence a railroad spike found as called for the Southwest corner of said Section 183 bears N. 89° 59' 53" W. (Base line) 2722.03 feet;

THENCE N. 00° 03' 23" W., at 63.75 feet pass a 1/2 inch iron rod with cap (FURMAN) found in the North line of a Right-of-Way easement (Farmers Ave.) recorded in Volume 712, Page 559 of the Deed Records of Randall County, for the Southeast corner of that certain 52.516 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2006021200 of the Official Public Records of Randall County, Texas, continuing along the East line of said 52.516 acre tract of land a total distance of 1583.75 to a 1/2 inch iron rod found as called for the Northeast corner of said 52.516 acre tract of land, same being a corner of said 89.55 acre tract of land;

THENCE N. 89° 56' 30" E. a line of said 89.55 acre tract of land 206.70 feet to a 1/2 inch iron rod with cap (FURMAN) found for an interior corner of this tract of land;

THENCE N. 00° 03' 23" W. 743.54 feet to a 1/2 inch iron rod with cap (FURMAN) found for the beginning of a curve to the right whose center bears N. 89° 56' 37" E. 1025.00 feet;

THENCE Northeasterly 300.57 feet along said curve to the right with a long chord of N. 08° 20' 39" E. 299.49 feet to a 1/2 inch iron rod with cap (FURMAN) found for the end of said curve;

THENCE N. 16° 44' 42" E. 260.87 feet to a 1/2 inch iron rod with cap (FURMAN) found in the North line of said 89.55 acre tract, same being the South line of South Georgia Place Unit No. 11, an addition to the City of Amarillo according to the map or plat thereof recorded under Clerk's File No. 01 2144 of the Official Public Records of Randall County, Texas for the Northwest corner of this tract of land;

THENCE N. 89° 58' 37" E. 908.63 feet along the North line of said 89.55 acre tract, same being the South line of said South Georgia Place Unit No. 11, to the Northeast corner of this tract of land, from whence a 1/2 inch iron rod found as called for in the apparent Westerly Right-of-Way line of the Burlington, Northern & Santa Fe Railway (B.N.S.F.) bears N. 89° 58' 37" E. 657.98 feet;

THENCE S. 16° 44' 42" W. 523.00 feet to the beginning of a curve to the left whose center bears S. 73° 15' 18" E. 155.00 feet;

THENCE Southwesterly 45.45 feet along said curve to the left with a long chord of S. 08° 20' 39" W. 45.29 feet to the end of said curve;

THENCE S. 00° 03' 23" E. 64.85 feet to a point;

THENCE S. 02° 49' 11" W. 60.00 feet to the beginning of a curve to the right whose center bears S. 02° 49' 11" W. 1140.00 feet;

THENCE Southeasterly 252.92 feet along said curve to the right with a long chord of S. 80° 49' 28" E. 252.40 feet to the end of said curve;

THENCE S. 16° 44' 42" W. 2042.09 feet to the beginning of a curve to the left whose center bears S. 73° 15' 18" E. 445.00 feet;

THENCE Southwesterly 130.04 feet along said curve to the left with a long chord of S. 08° 22' 25" W. 129.57 feet to the end of said curve;

THENCE S. 00° 00' 07" W. 79.67 feet to the POINT OF BEGINNING and containing 61.52 acres of land, more or less.

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 23rd day of June, 2020 and **PASSED** on Second and Final Reading on this the 14th day of July, 2020.

Ginger Nelson, Mayor

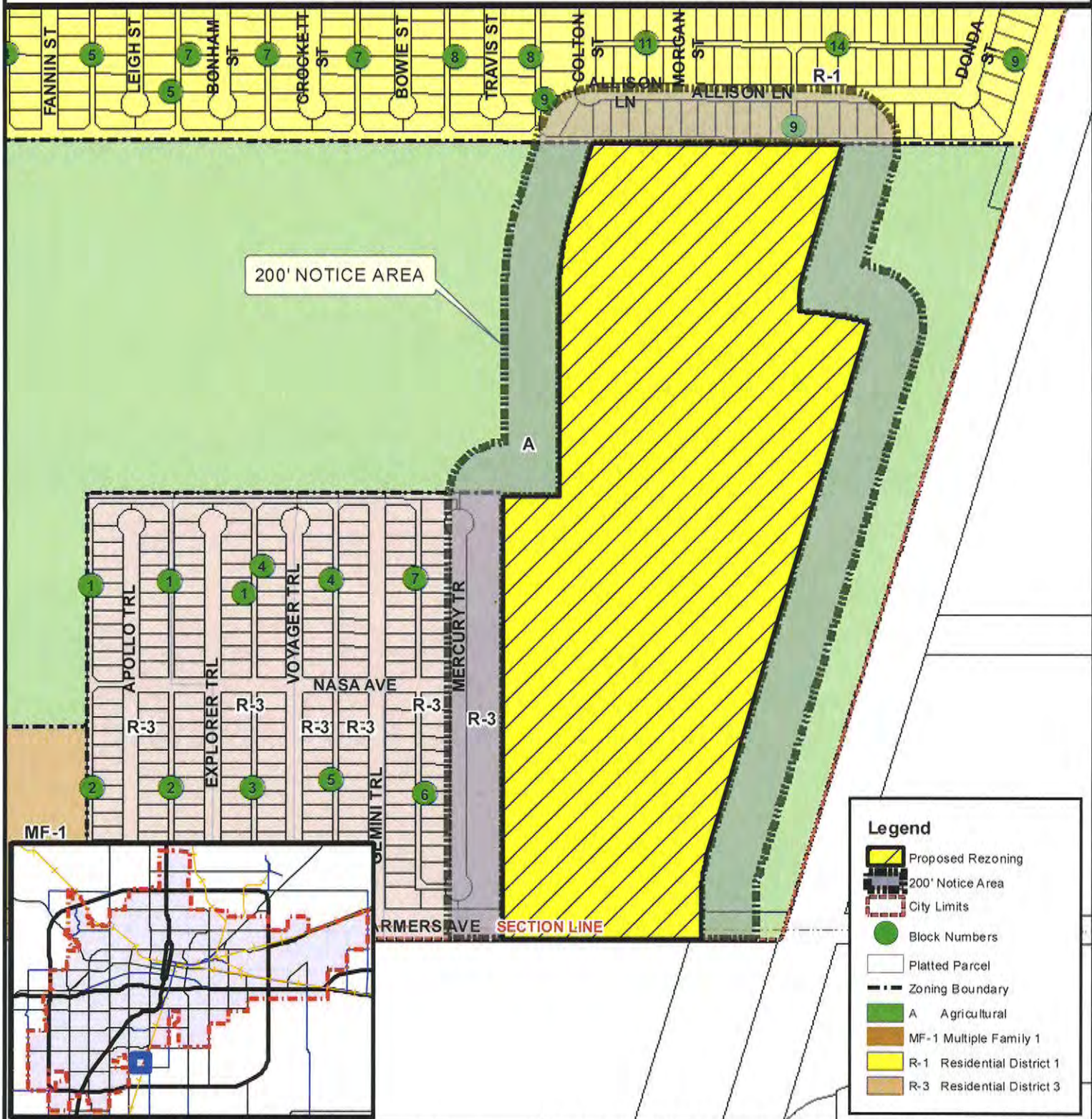
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM A TO R-3



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 500 feet
Date: 5/21/2020
Case No: Z-20-13



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.

Applicant: Dustin Eggleston for Betenbough Homes

Vicinity: Farmers Avenue and Gemini Trail

AP: M-16

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

D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

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.

Agenda Item Summary

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.

Requested Action

Airport management requests approval of this second amendment to the airline operating agreements. This action is recommended to help our airline partners get through this financially difficult time while maintaining positive levels of commercial passenger flight activity, in anticipation of a moderate recovery from the COVID-19 pandemic operational downturn.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this second amendment to the airline operating agreements.

**RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
AIRPORT USE AND LEASE AGREEMENT
SECOND AMENDMENT**

This Second Amendment (hereinafter "Amendment") to the Airport Use and Lease Agreement dated October 1, 2016 ("Agreement") is entered into this _____ day of _____, 2020, by the CITY OF AMARILLO, TEXAS (referred to herein as "City"), and American Airlines, Inc. (referred to herein as "Airline").

WITNESSETH:

WHEREAS, City and Airline executed the Agreement in which Airline and City agreed to certain terms and conditions regarding Airline's lease space and operating parameters; and

WHEREAS, City and Airline entered into a First Amendment to the Agreement on or about February 9th, 2017; and

WHEREAS, the Airline has remained in hold-over tenancy status as permitted per Section 2.03 of the Agreement; and

WHEREAS, the COVID-19 Pandemic has had a significant impact on Airline's activity and ability to pay rents and fees; and

WHEREAS, the City and Airline desire to amend the said Agreement at this time;

NOW THEREFORE; the Airline not being in default of any terms of the said Agreement, City and Airline agree to amend the said Agreement as follows:

1. Section 7.06 Extraordinary Rate Adjustments shall be modified by adding the following:
SECTION 7.06 EXTRAORDINARY RATE ADJUSTMENTS – NEW PARAGRAPH "C."

C. Airport agrees to not make any rate adjustment during the period, June 1, 2020, through May 31, 2021, that exceeds the rates existing on June 1, 2020.

2. Article 15 General Provisions shall be modified by adding the following:

SECTION 15.27 TEMPORARY DEFERRAL OF RENTS AND FEES.

In the event Airline is not in default of any terms of this Agreement, Airport agrees to postpone and defer all rents and fees due to Airport by Airline, except Passenger Facility Charges (PFC's), for the period June 1, 2020, through August 31, 2020. Airline and Airport agree to continue appropriate calculation and accrual of the rents and fees due during said period. Airline agrees to pay the accrued rents and fees in any single month or any combination of months during the period of September 1, 2020, through May 31, 2021. This Section 15.27 shall survive any agreement termination until all funds due Airport hereunder are paid in full.

3. All other terms and conditions of the original said Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment on the day and year first written, and as set forth below.

CITY OF AMARILLO, TEXAS

By: _____
JARED MILLER, CITY MANAGER

Date: _____

AMERICAN AIRLINES, INC.

By:  _____
Chris Collison, Director

Date: _____

WITNESS:

FRANCES HIBBS, CITY SECRETARY

**RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
AIRPORT USE AND LEASE AGREEMENT
SECOND AMENDMENT**

This Second Amendment (hereinafter "Amendment") to the Airport Use and Lease Agreement dated October 1, 2016 ("Agreement") is entered into this _____ day of _____, 2020, by the CITY OF AMARILLO, TEXAS (referred to herein as "City"), and Southwest Airlines Co. (referred to herein as "Airline").

WITNESSETH:

WHEREAS, City and Airline executed the Agreement in which Airline and City agreed to certain terms and conditions regarding Airline's lease space and operating parameters; and

WHEREAS, City and Airline entered into a First Amendment to the Agreement on or about February 9th, 2017; and

WHEREAS, the Airline has remained in hold-over tenancy status as permitted per Section 2.03 of the Agreement; and

WHEREAS, the COVID-19 Pandemic has had a significant impact on Airline's activity and ability to pay rents and fees; and

WHEREAS, the City and Airline desire to amend the said Agreement at this time;

NOW THEREFORE, the Airline not being in default of any terms of the said Agreement, City and Airline agree to amend the said Agreement as follows:

1. Section 7.06 Extraordinary Rate Adjustments shall be modified by adding the following:
SECTION 7.06 EXTRAORDINARY RATE ADJUSTMENTS – NEW PARAGRAPH "C."

C. Airport agrees to not make any rate adjustment during the period, June 1, 2020, through May 31, 2021, that exceeds the rates existing on June 1, 2020.
2. Article 15 General Provisions shall be modified by adding the following:

SECTION 15.27 TEMPORARY DEFERRAL OF RENTS AND FEES.

In the event Airline is not in default of any terms of this Agreement, Airport agrees to postpone and defer all rents and fees due to Airport by Airline, except Passenger Facility Charges (PFC's), for the period June 1, 2020, through August 31, 2020. Airline and Airport agree to continue appropriate calculation and accrual of the rents and fees due during said period. Airline agrees to pay the accrued rents and fees in any single month or any combination of months during the period of September 1, 2020, through May 31, 2021. This Section 15.27 shall survive any agreement termination until all funds due Airport hereunder are paid in full.
3. All other terms and conditions of the original said Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment on the day and year first written, and as set forth below.

City OF AMARILLO, TEXAS

SOUTHWEST AIRLINES CO.

By: _____
JARED MILLER, CITY MANAGER

By:  _____

Date: _____

Stephen F. Sisneros
Managing Director-Airport Affairs

Date: 6/27/2012

WITNESS:

FRANCES HIBBS, CITY SECRETARY

**UNITED
CONTRACT
185152-2**

**RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT
AIRPORT USE AND LEASE AGREEMENT
SECOND AMENDMENT**

This Second Amendment (hereinafter "Amendment") to the Airport Use and Lease Agreement dated October 1, 2016 ("Agreement") is entered into this _____ day of _____, 2020, by the CITY OF AMARILLO, TEXAS (referred to herein as "City"), and United Airlines, Inc. (referred to herein as "Airline").

WITNESSETH:

WHEREAS, City and Airline executed the Agreement in which Airline and City agreed to certain terms and conditions regarding Airline's lease space and operating parameters; and

WHEREAS, City and Airline entered into a First Amendment to the Agreement on or about February 9th, 2017; and

WHEREAS, the Airline has remained in hold-over tenancy status as permitted per Section 2.03 of the Agreement; and

WHEREAS, the COVID-19 Pandemic has had a significant impact on Airline's activity and ability to pay rents and fees; and

WHEREAS, the City and Airline desire to amend the said Agreement at this time;

NOW THEREFORE; the Airline not being in default of any terms of the said Agreement, City and Airline agree to amend the said Agreement as follows:

1. Section 7.06 Extraordinary Rate Adjustments shall be modified by adding the following:
SECTION 7.06 EXTRAORDINARY RATE ADJUSTMENTS – NEW PARAGRAPH "C."

C. Airport agrees to not make any rate adjustment during the period, June 1, 2020, through May 31, 2021, that exceeds the rates existing on June 1, 2020.

2. Article 15 General Provisions shall be modified by adding the following:

SECTION 15.27 TEMPORARY DEFERRAL OF RENTS AND FEES.

In the event Airline is not in default of any terms of this Agreement, Airport agrees to postpone and defer all rents and fees due to Airport by Airline, except Passenger Facility Charges (PFC's), for the period June 1, 2020, through August 31, 2020. Airline and Airport agree to continue appropriate calculation and accrual of the rents and fees due during said period. Airline agrees to pay the accrued rents and fees in any single month or any combination of months during the period of September 1, 2020, through May 31, 2021. This Section 15.27 shall survive any agreement termination until all funds due Airport hereunder are paid in full.

3. All other terms and conditions of the original said Agreement shall remain unchanged.

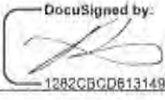
IN WITNESS WHEREOF, the parties hereto execute this Second Amendment on the day and year first written, and as set forth below.

City OF AMARILLO, TEXAS

By: _____
JARED MILLER, CITY MANAGER

Date: _____

UNITED AIRLINES, INC.

By:  _____
1282C8CD8131494
Peter Froehlich
Managing Director- Airport Affairs
Corporate Real Estate

Date: May 27, 2020

WITNESS:

FRANCES HIBBS, CITY SECRETARY

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER APPROVAL OF THE 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.

Agenda Item Summary

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 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.

Requested Action

Please approve the lease agreement between the City of Amarillo and Marcee Properties LLC.

Funding Summary

This is a revenue-generating agreement.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this lease agreement.

LEASE AGREEMENT

* * * * *

This Lease Agreement (**this Lease**) dated _____, 2020, is between the **CITY OF AMARILLO (City)**, a political subdivision of the State of Texas, with its primary location at 601 S. Buchanan, Amarillo, TX 79101, and **MARCEE PROPERTIES, LLC (LESSEE)**, a Texas limited liability company.

Recitals

A. WHEREAS, City owns and operates the Rick Husband Amarillo International Airport (**Airport**), as well as aircraft hangars leased by City to third parties for various aviation-related purposes; and

B. WHEREAS, LESSEE desires to lease from City a hangar, office, aircraft apron, automobile parking, and other improvements located on Section 50, Block 2, A. B. & M Survey, Potter County, Texas, owned by City; and

C. WHEREAS, LESSEE is a real estate holding company that intends to sublease the Leased Premises for the purposes set forth herein; and

D. WHEREAS, LESSEE having submitted a complete Aviation Operator and Lessee Application to City.

Agreement

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the sufficiency of which is acknowledged, City and LESSEE agree as follows:

1. Leased Premises. City leases to LESSEE, and LESSEE leases from City, the following described property (**the Leased Premises**):

- (1) A 1.445-acre tract of land (**the Property**) located in Section 50, Block 2, A. B. & M. Survey, Potter County, Texas; and
- (2) The improvements on the Property, including the following:
 - a. The 13,777 square foot hangar (**the Hangar**),
 - b. The 13,911 square foot aircraft apron,
 - c. The 14,553 square foot automobile parking area, and
 - d. The office space located on the Property.
- (3) The underground storage tanks and equipment, pipes, appurtenant structures or devices used for the storage and dispensation of any gasoline or petroleum products in, on, or under the Leased Premises referenced in the Talon LPE Phase I Environmental Site Assessment, 1120 Baker Street, Amarillo, Texas, 09/24/18 (all together "the USTs") are expressly not included in the Leased Premises and shall remain the property of City. LESSEE is not leasing, using, owning, or operating the USTs. City assumes all responsibility and liability related whatsoever to the USTs.

2. Term. This Lease will be for an initial term of five years (**the Initial Term**) commencing August 1, 2020 and ending on July 31, 2025. During the Initial Term but after July 31, 2022, a party may terminate the Lease for any reason by providing 180 days written notice of termination to the other party. After the Initial Term, the Lease will automatically renew for successive one-year terms (**each a Renewal Term**) unless either party terminates the Lease by providing 180 days written notice of termination to the other party. If not terminated by written notice, the maximum number of renewal terms shall equal five (5) and the lease shall terminate on July 31, 2030.

3. Rent. LESSEE shall pay to City a rental payment of \$3,750.00 per month, payable in advance. The first payment is due on or before October 1, 2020, and each subsequent payment is due on or before the 5th day of every month thereafter. If this Lease begins or ends on a date other than the first or last day of the month, the rent for the first and/or last month will be prorated (and if the last month's rent is prepaid, any prorated overpayment will be refunded to LESSEE). All rental payments will be made payable to the City of Amarillo, Attn: Project Coordinator and will be delivered to the Airport Administrative Offices at 10801 Airport Blvd. Amarillo, TX 79111. After the Initial Term, for each subsequent year that the lease renews, that year's monthly rent payment shall increase by 2% over the previous year's monthly rent payment amount.

4. Use of Property. LESSEE has the right to use the Hangar for the following purposes:

- a. Flight operations;
- b. Aircraft maintenance;
- c. Aircraft storage;
- d. Parts storage;
- e. Aircraft management; and
- f. General office use.

5. Use of Airport. Subject to all FAA regulations, to the rules and regulations of the Airport, the Minimum Aeronautical Standards of the Airport, and to the directives of the Airport's Director of Aviation, LESSEE and its agents, employees, and invitees have the right to use the common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals, and other conveniences for the take-off, flying, and landing of aircraft, and the right of ingress and egress to and from the Leased Premises.

6. Compliance with Laws. LESSEE will comply with all applicable statutes, ordinances, rules, and regulations with respect to the use, condition, and occupancy of the Leased Premises.

7. Inspection. City, acting through its Director of Aviation or other duly authorized agent, has the right to enter the Leased Premises at all reasonable times during the normal business day to inspect the Leased Premises, to perform repairs or maintenance, to make alterations, additions, or improvements as City may deem reasonable or necessary, or for any other reasonable purpose.

8. Cooperation. LESSEE will cooperate with any reasonable request from the Director of Aviation regarding the use and operations of the Airport.

9. Utilities. LESSEE is responsible to pay all charges for water, heat, gas, electricity, sewer, telephone, internet communications, and all other utilities used on the Leased Premises throughout the term of this Lease including any connection fees.

10. Maintenance and Operation of Aircraft. LESSEE will comply with all applicable federal and state laws, and all FAA rules and regulations, with respect to the maintenance and operation of aircraft.

11. No representations or warranty. City makes no representations or warranties as to the property or any information delivered by city to lessee in connection with the property. Lessee is leasing the property *as is* with all faults and defects, known or unknown, patent or latent, without any representation or warranty, oral or written, expressed or implied, including without limitation any warranties of fitness for a particular purpose, habitability, merchantability, suitability or quality, and in sole reliance on lessee's own independent inspection, inquiry or investigation. City is not making, and specifically disclaims, any warranties or representations of any kind or character, expressed or implied, with respect to the property including, but not limited to warranties or representations as to matters of title, zoning, platting, subdivision, tax consequences, or physical or environmental conditions, availability of access, ingress or egress, valuation, government approvals, governmental regulations, or any other matters or things relating to or affecting the property. City is not making and specifically disclaims any warranties or representations of any kind or character, expressed or implied, with respect to the property including, but not limited to, warranties or representations as to the manner or quality of the construction or materials incorporated into any improvements of the property conveyed; and the manner of repair, quality, state of repair, or lack of repair of any improvements. There are no oral agreements, warranties, or representations collateral to or affecting the property by city, any agent of city, or any third party. City is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the property furnished by any other person. No guarantee or assurance concerning the property has been made and no city employee is authorized to make any guarantee or assurance.

12. Improvements. LESSEE will make improvements to the Leased Premises. Such improvements are subject to, and will be performed in accordance with, the terms and conditions set forth in Section 13 below.

13. Conditions on Making Improvements. All improvements are subject to the following conditions:

- (1) The cost of any construction, demolition, alteration, or improvement, will be paid by LESSEE.
- (2) LESSEE will comply with all applicable ordinances or other regulations in connection with any construction, demolition, alteration, or improvement of the Leased Premises.
- (3) LESSEE will keep the Leased Premises free of mechanic's and materialmen's liens. If any mechanics' liens or materialmen's liens are recorded against all or any portion of the Leased Premises, LESSEE will work to promptly remove same. Alternatively, if LESSEE in good faith desires to contest any such lien, LESSEE may do so, but in such case, LESSEE must indemnify and save City harmless from all liability or damages resulting from the lien.
- (4) LESSEE will complete the improvements detailed on Schedule 1, attached hereto and incorporated herein, within the first year of the Initial Term.

14. Ownership of Improvements, Alterations, and Fixtures. All additions, improvements, alterations, and fixtures to the Property are the property of City and will remain intact and affixed to the Property and not be removed by LESSEE without the written permission of City.

15. City's Obligation to Maintain. During the term of this Lease, City will, at City's expense, maintain in a good state of repair and condition, reasonable wear and tear excepted, the structural components of the Leased Premises, including the foundation, load-bearing walls, and roof of all improvements located on the Property.

16. LESSEE's Obligation to Maintain. During the term of this Lease, LESSEE will, at LESSEE's expense, maintain in a good state of repair and condition, reasonable wear and tear excepted, all non-structural portions of the Leased Premises. LESSEE will keep the Leased Premises neat, orderly, clean and free of debris. LESSEE will not create any nuisance, nor threaten or endanger the safety and welfare of others, nor interfere with the lawful use and enjoyment of the Airport by others.

17. City's Duty to Maintain Insurance on Hangar. During the term of this Lease, City will obtain and maintain property and casualty insurance coverage on the Leased Premises insuring against loss or damage to the Leased Premises and the improvements thereon due to fire, hail, wind, lightning, and all other perils included in standard extended casualty coverage policies, including vandalism and malicious mischief, in an amount no less than 90.0% of the replacement value of the Leased Premises.

18. LESSEE's Duty to Maintain Insurance. During the term of this Lease, LESSEE will obtain and maintain the following types and minimum amounts of insurance coverage to be issued and carried by one or more insurance companies duly authorized and licensed to do business in the State of Texas:

- (a) General Liability Insurance. LESSEE will maintain general liability insurance coverage, inclusive of aircraft liability coverage and premises liability coverage, protecting City and LESSEE against liability and claims for bodily injury, death, and property damage, occurring on, in or about the Leased Premises, by all persons arising out of or in connection with the occupation, use, or condition of the Leased Premises or in connection with LESSEE's operation of aircraft. Coverage for property damage will be in an amount not less than \$2,000,000, and liability insurance to be in an amount not less than \$2,000,000 for one person and not less than \$2,000,000 for one accident. City will be named as an additional insured under such insurance policy.
- (b) Property and Casualty Insurance. LESSEE will maintain property and casualty insurance coverage on its aircraft and on all of its personal property and other contents situated on the Leased Premises.

19. Certificates of Insurance. LESSEE will furnish City certificates of insurance of all required insurance, together with binders or other satisfactory evidence of the payment of the premiums therefore, on the date LESSEE first occupies the Leased Premises and upon reasonable request of City. The insurance policies of LESSEE will provide at least 30 days advance written notice to City and LESSEE of any cancellation, non-renewal or material changes adverse to the interest of City or LESSEE.

20. Environmental. LESSEE makes no representation concerning the condition of any underground storage tanks of any sort or kind and is not liable for any existing condition therein.

21. Indemnification. LESSEE will indemnify and hold harmless City and its officers, employees, agents, successors, and assigns from and against all claims, demands, suits, judgments, damages of every kind and type (bodily injury, death, property loss or destruction), attorney's fees, costs, and interest that arise out of or relate to acts or omissions of LESSEE or its officers, agents, employees, or subcontractors in the course of performing this Lease.

22. Damage or Destruction of Leased Premises. If the Leased Premises are partially damaged by fire or other casualty, but the Hangar is not rendered untenable, City will repair the damage at its cost, after the application of any insurance proceeds. City must allow a fair reduction of LESSEE's rent during the time the Leased Premises are being repaired, if either the damage or the repairs cause the Leased Premises to become all or partially unit for occupancy. If the Leased Premises are damaged so

extensively as to render the Hangar untenable, LESSEE may terminate the Lease effective as of the date of the damage and in such event, LESSEE will be relieved of all further obligations and responsibilities.

23. Disposition of Insurance Proceeds. If the Leased Premises are damaged from a cause covered by insurance, then all insurance proceeds received or recoverable on such insurance policy obtained by LESSEE or City will be applied towards the repair or restoration of the damaged property. Provided however, if LESSEE elects to terminate the Lease under paragraph 22, then the insurance proceeds will belong to and be paid to both City and LESSEE, as their interests appear.

24. Default Remedies. If LESSEE is in default or breach of any term or condition of this Lease, City will give LESSEE written notice of such breach or default. If LESSEE fails to correct or cure within 30 days after the receipt of such notice, or such longer time as is reasonably necessary if the default cannot be cured within 30 days if LESSEE diligently pursues cure, City may pursue any remedies available under applicable law.

25. Remedies Cumulative. Pursuit by City of a remedy will not constitute a waiver of any rent due to City or of any other remedy available to City by reason of the violation by LESSEE of any provision of this Lease.

26. Holding Over. Any holding over by LESSEE after the expiration of the Initial Term or any Renewal Term will not operate to extend or renew this Lease for any term whatsoever nor give LESSEE any rights under this Lease in or to the Leased Premises.

27. Waiver of Breach by City. The failure of City to insist upon the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of this Lease, may not be construed as subsequently waiving any such terms and conditions, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

28. Notices. Any notice provided for or concerning this Lease must be in writing and will be deemed given when delivered personally or sent by certified or registered mail to City or LESSEE as follows:

To City:

Director of Aviation
10801 Airport Blvd.
Amarillo, TX 79111

To LESSEE:

Marce' Properties, LLC
2000 Club View Drive
Amarillo, Texas 79124

29. Authority. Each individual executing this Lease on behalf of an entity represents and warrants that he or she has been authorized to do so by the governing board or body of such entity.

30. Assignment. LESSEE may not assign this Lease, without the prior written consent of City, which consent will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the preceding sentence, LESSEE may sublease the Leased Premises to a third party without the prior written consent of City.

31. Attorney's Fees. If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs from the non-prevailing party.

32. Governing Law. This Lease will be governed by, constructed, and enforced in accordance with the laws of the State of Texas, and all obligations of the parties created under this Lease are performable in Potter County, Texas.

33. Benefit. This Lease is binding upon and inures to the benefit of City and LESSEE and their respective successors and assigns where permitted by this Lease.

34. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease. Further, this Lease may not be modified except by an instrument in writing, signed and dated by each party.

35. Severability. The invalidity of any portion of this Lease will not be deemed to affect the validity of any other provision. If any provision of this Lease is held to be invalid, the parties agree that the remaining provisions will be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision

36. Time. Time is of the essence of this Lease.

37. Counterparts; Electronic Signatures. This document may be executed in counterparts. All counterparts together constitute one agreement binding on all the parties to this document even if not all the parties to this document have signed the original or the same counterparts. Execution and delivery of this document by facsimile or other electronic transmission will be binding on all the parties.

EXECUTED by the parties on this _____ day of July, 2020.

CITY:

CITY OF AMARILLO,
a political subdivision of the State of Texas

By: _____

NAME: _____

TITLE: _____

LESSEE:

Marce' Properties, LLC

By: _____

NAME: Mark Graham

TITLE: President

Schedule 1. Hangar Construction Schedule

Project	Actual Completion Date
Replace existing flooring with new.	
Clean and Repair Office area walls and then paint them.	
Repair roof leaks at hangar/office junction.	
Upgrade office area lighting to LED.	
Clean, service and repair HVAC systems.	
Renovate back shop areas. Upgrade lighting, clean and paint.	
Remove vegetation overgrowth and improve landscaping.	
Upgrade Hangar Lighting	
Clean and repaint ramp and parking lot sides of hangar.	



F

Meeting Date	July 14, 2020	Council Priority	Transportation, Drainage, Utilities
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Department Contact	Capital Projects and Development Engineering - 1415 City Engineer, Matt Thomas
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Agenda Caption

Consideration 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.

Grantor/s: P Dub Investments Ltd and P Dub Landholding Ltd
Vicinity: Helium Rd and Arden Rd.

Item Summary

This right-of-way is being dedicated at no cost to the City of Amarillo and is associated with the upcoming Arden Rd. extension and improvement project. The just mentioned project is Proposition 1 Bond funded.

Requested Action/Recommendation

The Dedication instruments have been reviewed by the City's Legal Department and is ready for consideration. The City of Amarillo, City Engineer recommends acceptance of above right-of-way dedication.

Staff Recommendation

Staff recommends acceptance of Arden Road right of way.

08/14/2009 _____

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

RIGHT-OF-WAY DEDICATION

Date: March 20, 2020

Grantor: P Dub Investments, LTD

Grantor's
Mailing Address: PO Box 30206
Amarillo, Texas 79120-0206

Grantee: City of Amarillo, Texas

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

Consideration: Dedication to Public Use and the benefits to accrue to Grantor from such use.

Property: Right-of-Way being a 4.23± acre parcel of land out of a Section 64, Block 9, B.S. & F. Survey, Randall County, Texas as conveyed to P Dub Investments, LTD by instrument and recorded in Clerk's File No. 06009301, Official Public Records of Randall County, Texas, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

Grantor, for Consideration, by this instrument conveys and dedicates the Property to Grantee for installation and maintenance of a City Bus Stop and any appurtenances and Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any person whomsoever lawfully claiming the same or any part thereof. In the event the Property ceases being used for a City Bus Stop for a period in excess of 1 year this Right-of-Way will lapse and the Property will revert to Grantor.

Grantor, for the same consideration, does further convey and dedicate to Grantee an easement over the land adjoining the Property herein conveyed for the purpose of installing and maintaining Arden Road arterial street and all associated public utilities and any appurtenances. Grantor waives for itself, its successors and assigns all rights to any further compensation or claim for damages on account of the installation or maintenance of the street and other appurtenances.

P Dub Investments, LTD

By: _____

Printed Name/Title: _____

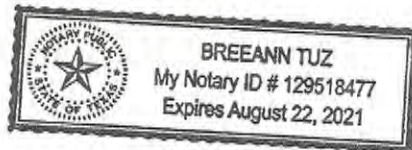
Perry Williams, Manager

THE STATE OF TEXAS §

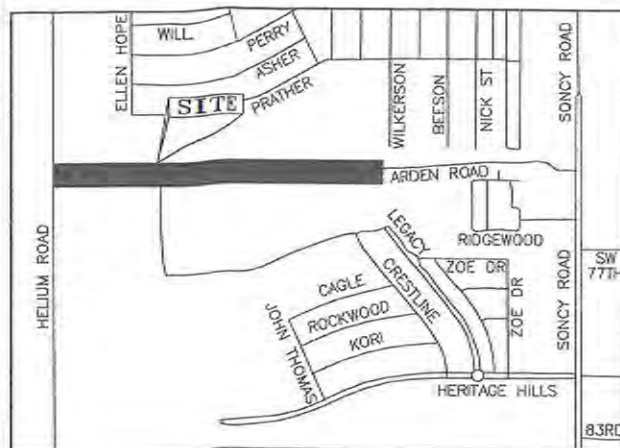
COUNTY OF Randall §

This instrument was acknowledged before me on the 20th day of March 2020 by Perry Williams, Manager for and on behalf of P Dub Investments, LTD.

Breeann Tuz
Notary Public, State of Texas

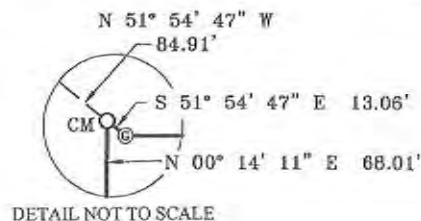


BLOCK 9,
B.S. & F. SURVEY
RANDALL COUNTY, TEXAS



VICINITY MAP

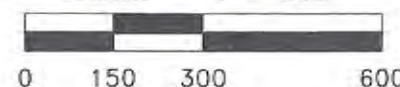
NOT TO SCALE



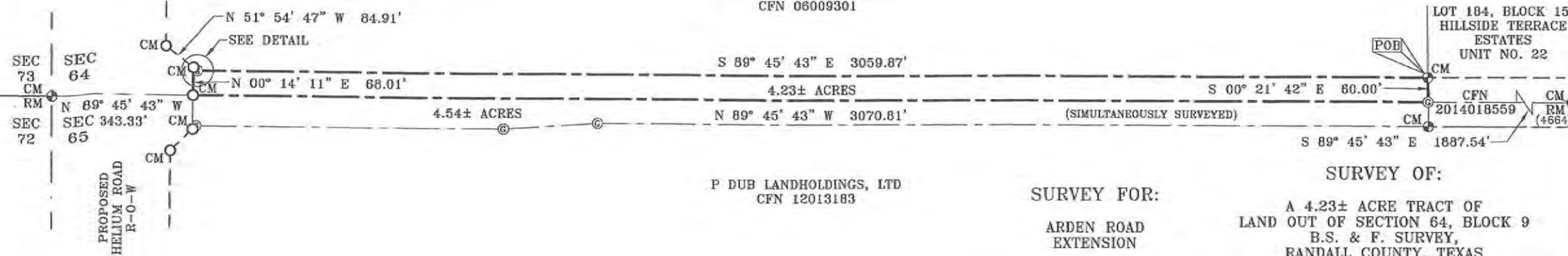
DETAIL NOT TO SCALE



SCALE 1" = 300'



P DUB INVESTMENTS, LTD
CFN 06009301



P DUB LANDHOLDINGS, LTD
CFN 12013183

SURVEY FOR:

ARDEN ROAD
EXTENSION

SURVEY OF:

A 4.23± ACRE TRACT OF
LAND OUT OF SECTION 64, BLOCK 9
B.S. & F. SURVEY,
RANDALL COUNTY, TEXAS

LEGEND:

POB	POINT OF BEGINNING	⊙	1/2" IRON ROD W/CAP SET STAMPED "GDI AMARILLO"
CFN	CLERKS FILE NUMBER	●	3/8" IRON ROD W/ CAP FND
CM	CONTROL MONUMENT	⊕	1/2" IRON ROD FND
RM	REFERENCE MONUMENT	○	ALUM. R/W MONUMENT FND
(xxxx)	NAME OR NUMBER IN () INDICATES MONUMENT ORIGIN		



M.K. McEntire - RPLS 5718



ENGINEERING • SURVEYING
GIS • ENVIRONMENTAL
BEYONDMAPPING.COM

Surveying & GIS Division
M.K. McEntire, RPLS - Noah C. Huntington, RPLS

3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.467.3777
Firm Registration #: F-10194246

PROJECT NO. E19-059 BOUNDARY
NO. G1E19-059 WARDEN ROAD STREET DESIGN/SURVEY

DESCRIPTION:

A 4.23± tract or parcel of land out of Section 64, Block 9, B.S. & F. Survey, Randall County, Texas as conveyed to P Dub Investments, LTD by instrument and recorded in Clerk's File No. 06009301, Official Public Records of Randall County, Texas, said 4.23± acre tract of land having been surveyed by Geospatial Data, Inc. on June 5, 2019 and being further described by metes and bounds as follows:

Point of Beginning is a 1/2 inch iron rod found for the Southwest corner of Lot 184, Block 15, Hillside Terrace Estates Unit No. 22 as filed for record in Clerks File No. 2014018559, Official Public Records of Randall County, Texas;

Thence S 00° 21' 42" E on the West line of said Hillside Terrace Estates for a distance of 60.00 feet to a 1/2 inch iron rod with cap stamped "GDI-Amarillo" set for a point on the common line of Sections 64 and 65, said Block 9, same being the Northeast corner of a 4.54± acre tract as simultaneously surveyed, whence a 3/8 inch iron rod (4664) found on the apparent West Right-Of-Way (R-O-W) line of Loop Highway 335 bears S 89° 45' 43" E - 1887.54 feet;

Thence N 89° 45' 43" W on said common line of Sections 64 and 65, same being the North line of said 4.54± acre tract as simultaneously surveyed for a distance of 3070.81 feet to an aluminum R-O-W monument found for the Southwest corner of this tract, same being a point in the proposed East R-O-W line of Helium Road, whence a 1/2 inch iron rod found for the common corner of Section 64, 65, 72 and 73 bears N 89° 45' 43" W - 343.33 feet;

Thence N 00° 14' 11" E for a distance of 68.01 feet to an aluminum R-O-W monument found on said East R-O-W of Helium Road, whence an aluminum R-O-W monument found bears N 51° 54' 47" W - 84.93 feet;

Thence S 51° 54' 47" E for a distance of 13.06 feet to a 1/2 inch iron rod with cap stamped "GDI-Amarillo" set for an interior corner of this tract;

Thence S 89° 45' 43" E, being 60.00 feet North of and parallel to the common line of Section 64 and 65, for a distance of 3059.87 feet to the Point of Beginning.

Said tract contains 4.23 acres of land, more or less.

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Geospatial Data, Inc. Geospatial Data, Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Geospatial Data, Inc. Copyright 2019.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.
4. The purpose of this survey is for conveying R-O-W for Arden Road Street Extension.



M.K. McEntire - RPLS 5718



Surveying & GIS Division
M.K. McEntire, RPLS - Noah C. Huntington, RPLS

3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.487.3777
Firm Registration #: F-10194246

PROJECT NO. E19-059 BOUNDARY
NO. G1E19-059 ARDEN ROAD STREET DESIGN SURVEY

08/14/2009

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

RIGHT-OF-WAY DEDICATION

Date: March 20, 2020

Grantor: P Dub Landholdings, LTD

Grantor's
Mailing Address: PO Box 30206
Amarillo, Texas 79120-0206

Grantee: City of Amarillo, Texas

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

Consideration: Dedication to Public Use and the benefits to accrue to Grantor from such use.

Property: Right-of-Way being a 4.54± acre parcel of land out of a Section 65, Block 9, B.S. & F. Survey, Randall County, Texas as conveyed to P Dub Landholdings, LTD by instrument and recorded in Clerk's File No. 12013183, Official Public Records of Randall County, Texas, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

Grantor, for Consideration, by this instrument conveys and dedicates the Property to Grantee for installation and maintenance of a City Bus Stop and any appurtenances and Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any person whomsoever lawfully claiming the same or any part thereof. In the event the Property ceases being used for a City Bus Stop for a period in excess of 1 year this Right-of-Way will lapse and the Property will revert to Grantor.

Grantor, for the same consideration, does further convey and dedicate to Grantee an easement over the land adjoining the Property herein conveyed for the purpose of installing and maintaining Arden Road arterial street and all associated public utilities and any appurtenances. Grantor waives for itself, its successors and assigns all rights to any further compensation or claim for damages on account of the installation or maintenance of the street and other appurtenances.

P Dub Landholdings, LTD

By: _____

Printed Name/Title: _____

Perry Williams, Manager

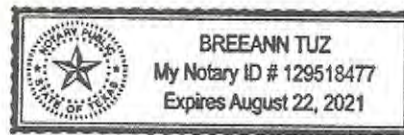
THE STATE OF TEXAS §

COUNTY OF Randall §

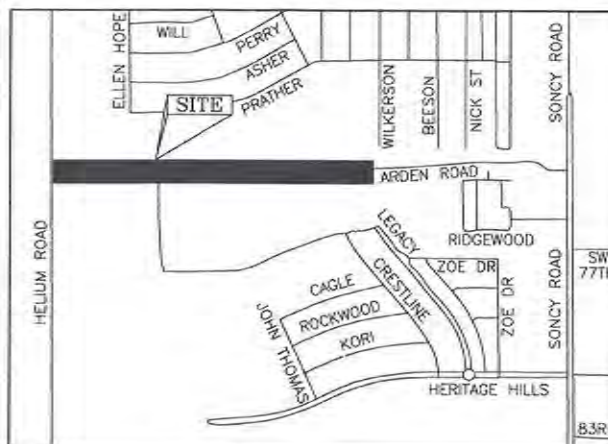
This instrument was acknowledged before me on the 20th day of March 2020 by Perry Williams, Manager for and on behalf of P Dub Landholdings, LTD.

[Signature]

Notary Public, State of Texas



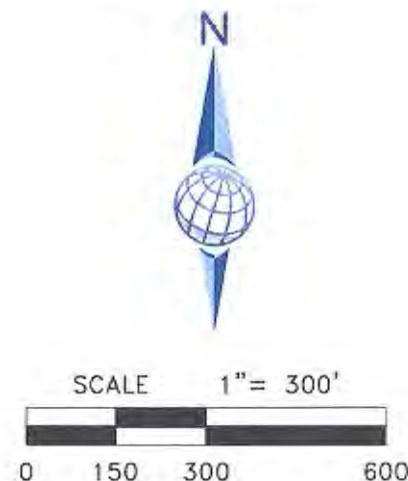
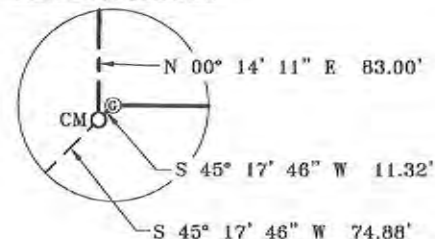
BLOCK 9,
B.S. & F. SURVEY
RANDALL COUNTY, TEXAS



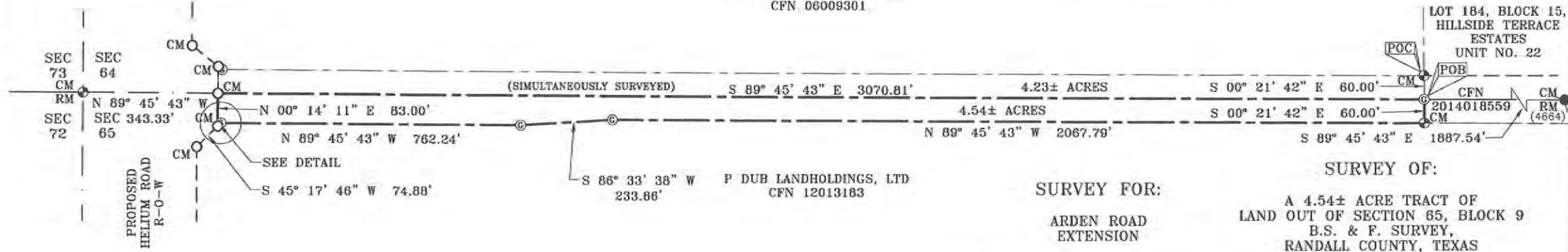
VICINITY MAP

NOT TO SCALE

DETAIL NOT TO SCALE



P DUB INVESTMENTS, LTD
CFN 06009301



SURVEY FOR:

ARDEN ROAD
EXTENSION

SURVEY OF:

A 4.54± ACRE TRACT OF
LAND OUT OF SECTION 65, BLOCK 9
B.S. & F. SURVEY,
RANDALL COUNTY, TEXAS

LEGEND:

POB	POINT OF BEGINNING	⊙	1/2" IRON ROD W/CAP SET STAMPED "GDI AMARILLO"
POC	POINT OF COMMENCEMENT	⊙	3/8" IRON ROD W/ CAP FND
CFN	CLERKS FILE NUMBER	⊙	1/2" IRON ROD FND
CM	CONTROL MONUMENT	○	ALUM. R/W MONUMENT FND
RM	REFERENCE MONUMENT		
(xxxx)	NAME OR NUMBER IN () INDICATES MONUMENT ORIGIN		



M.K. McEntire - RPLS 5718



Surveying & GIS Division
M.K. McEntire, RPLS - Noah C. Huntington, RPLS

3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.467.3777
Firm Registration #: F-10194246

PROJECT NO. E19-059 BOUNDARY 2
NO. G19-059 ARDEN ROAD STREET DESIGN/SURVEY

DESCRIPTION:

A 4.54± tract or parcel of land out of Section 65, Block 9, B.S. & F. Survey, Randall County, Texas as conveyed to F Dub Landholdings, LTD by instrument and recorded in Clerk's File No. 12013183, Official Public Records of Randall County, Texas, said 4.54± acre tract of land having been surveyed by Geospatial Data, Inc. on June 5, 2019 and being further described by metes and bounds as follows:

Point of Commencement is a 1/2 inch iron rod found for the Southwest corner of Lot 184, Block 15, Hillside Terrace Estates Unit No. 22 as filed for record in Clerks File No. 2014018559, Official Public Records of Randall County, Texas;

Thence S 00° 21' 42" E on the West line of said Hillside Terrace Estates for a distance of 60.00 feet to a 1/2 inch iron rod with cap stamped "GDI-Amarillo" set for a point on the common line of Sections 64 and 65, said Block 9, same being the Southeast corner of a 4.23± acre tract of land as simultaneously surveyed and being the Point of Beginning, whence a 3/8 inch iron rod (4664) found on the apparent West Right-Of-Way (R-O-W) line of Loop Highway 335 bears S 89° 45' 43" E - 1887.54 feet;

Thence S 00° 21' 42" E on said West line of Hillside Terrace Estates for a distance of 60.00 feet to a 1/2 inch iron rod for the Southeast corner of this tract, same being the Southwest corner of said Hillside Terrace Estates No. 22;

Thence N 89° 45' 43" W for a distance of 2067.79 feet to a 1/2 inch iron rod with cap stamped "GDI-Amarillo" set for an interior corner of this tract;

Thence S 86° 33' 38" W for a distance of 233.86 feet to a 1/2 inch iron rod with cap stamped "GDI-Amarillo" set;

Thence N 89° 45' 43" W a distance of 762.24 feet to a 1/2 inch iron rod with cap stamped "GDI-Amarillo" set for an interior corner of this tract;

Thence S 45° 17' 46" W for a distance of 11.32 feet to an aluminum R-O-W monument found for a point on the proposed East R-O-W line of Helium Road, whence an aluminum R-O-W monument found bears S 45° 17' 46" W - 74.88 feet;

Thence N 00° 14' 11" E on said East proposed R-O-W line of Helium Road for a distance of 83.00 feet to an aluminum R-O-W monument found for the Southwest corner of said 4.23± acre tract as simultaneously surveyed, same being the Northwest corner of this tract and being a point on said common line of Sections 64 and 65, whence a 1/2 inch iron rod found for the common corner of Section 65, 65, 72 and 73, said Block 9 bears N 89° 45' 43" W - 343.33 feet;

Thence S 89° 45' 43" E on said common line of sections 64 and 65 for a distance of 3070.81 feet to the Point of Beginning.

Said tract contains 4.54 acres of land, more or less.

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.

2. This plat is the property of Geospatial Data, Inc. Geospatial Data, Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Geospatial Data, Inc. Copyright 2019.

3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.

4. The purpose of this survey is for conveying R-O-W for Arden Road Street Extension.



M.K. McEntire - RPLS 5718



Surveying & GIS Division
M.K. McEntire, RPLS - Noah C. Huntington, RPLS

3501 S. Georgia, Suite A
Amarillo, Texas 79109
Phone: 806.467.3777
Firm Registration #: F-10194246

PROJECT NO. E19-059 BOUNDARY 2
NO. G1E19-059 VARDEN ROAD STREET DESIGN(SURVEY)



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	Public Safety
Department	Amarillo Fire Department (AFD)		
Contact	Sam Baucom, Deputy Fire Chief		

Agenda Caption

CONSIDER APPROVAL – AGREEMENT WITH CONSOLIDATED NUCLEAR SECURITY, LLC FOR USE OF 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 NE 8th Ave.

Agenda Item Summary

The AFD Training Facility is located at 12400 NE 8th Ave. on the east side of the Rick Husband Amarillo International Airport. Use of this facility by Pantex Fire Department for the training of fire fighter personnel is a direct benefit to the fire service in Amarillo and throughout the region. The agreement fee structure is based on the use of the facility (number of days, type of use, etc) paid as an annual fee by Consolidated Nuclear Security, LLC to the City of Amarillo. The fees collected will be placed into a maintenance and capital improvement job for the AFD Training Facility.

Requested Action

To approve the agreement between the City of Amarillo and Consolidated Nuclear Security, LLC for use of the AFD Training Facility.

Funding Summary

Consolidated Nuclear Security, LLC will pay \$25,000 annually for use of the AFD Training Facility that will be placed into the maintenance and capital improvement job for the AFD Training Facility.

Community Engagement Summary

This agreement will enhance partnerships and accessibility by fire services by providing access to training facilities designed specifically for fire and emergency services.

Staff Recommendation

Staff recommends approval of the agreement between the City of Amarillo and Consolidated Nuclear Security, LLC for use of the AFD Training Facility, authorizing the City Manager to execute the agreement.

AGREEMENT for Fire Training Facility Access and Use

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO") and Pantex Fire Department, represented herein by Consolidated Nuclear Security, LLC (hereafter, "Licensee"). 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. Entities. AMARILLO is a local entity and the Pantex Fire Department is a federal government facility (DOE/NNSA) that is managed and operated and represented herein by Licensee, both within the State of Texas.

2. Public Benefit & Purpose; Governmental Function. 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 or service which is the subject matter of this Agreement, being fire service; and, that the sharing of costs fairly compensates the hosting party for providing access to its fire training facility; and, the performance of this Agreement is in the common interest of both parties and ultimately promotes public safety. The parties agree that this Agreement is for or promotes a governmental function, to-wit: firefighting.

3. Current revenues. Both the party providing facility access and the party paying for the training access shall, respectively, perform this agreement from current revenues legally available to each party.

4. City Obligation. AMARILLO now promises to perform and provide access to its fire training facility in accordance with Exhibit A.

5. Licensee's Obligation. Licensee hereby (a) accepts the terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) promises to perform its obligations stated therein, including timely payment of fees specified in Exhibit A.

6. Exhibit incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim in this Agreement. The governing body of each Party hereby authorizes its designated point-of-contact official (named in Exhibit A) to mutually agree, without the need of any further approval by either governing body, to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A in order 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 or costs, or creates a material change in the performance required of either 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 or services 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 it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and

functions. Each Party shall be solely responsible for any loss, damage, injury, or death to its personnel, property, or to any third party arising out of or related to the acts or omissions of Licensee's employees or agents and not for those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall be in a court of appropriate jurisdiction of Potter County, Texas.

9. Effective date & Term. This Agreement shall become effective on OCTOBER 1, 2020, for a term of one (1) year with four (4) additional one (1) year options, to be exercised by Licensee by written notice at least sixty (6) days prior to the end of any yearly term. Either Party may cancel this Agreement by giving at least sixty (60) 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 request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

11. Amendments. This Agreement contains all the commitments and agreements of the Parties as to the matters described in this Agreement. Any and all prior oral or written understandings not contained herein shall have no force or affect. This Agreement may be amended or modified only in a signed writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

12. Authority. Each signatory of this Agreement warrants that he/she has been lawfully authorized by its respective governing body to execute this on behalf of such body and to thereby legally obligate and bind that entity to this Agreement, including the terms of Exhibit A as they appear.

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

PANTEX FIRE DEPARTMENT

CITY OF AMARILLO, TEXAS

By: _____

By: _____

Title: Stephen Wesel, CNS Procurement
Representative

Title: Jared Miller, City Manager

Date: _____

Date: _____

Responsible Division or Department
Pantex Fire Department

Responsible City Division or Department:
Amarillo Fire Department

By: _____
Title: Mike Brock, Fire Chief

By: _____
Title: Jason Mays, Fire Chief

EXHIBIT A
License to Access Amarillo Fire Department Fire Training Facility

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" or "AFD") will allow the agency named herein to access and use the City of Amarillo Fire Department Training Facility (hereafter "Facility"); and, by which Pantex Fire Department ("Licensee") agrees to utilize and pay a fee for access to training its firefighters at such Facility, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

1. Definition & Scope. In this Exhibit, "Facility" means the City of Amarillo Fire Department Fire Training Facility within the fenced area located at 12400 NE 8th Amarillo TX 79111. This also includes infrastructure, facilities, and property inside the gate at such training site, including tower, classroom, burn pit, and props). This Exhibit A and the Agreement to which it is attached grants Licensee only a right to enter and use a specified site subject to specified conditions, terms, consideration, and scheduling as described herein.

2. A. Inherently dangerous. Each of the parties understand and agree that firefighting and related rescue services are inherently dangerous activities and, in some cases, even ultrahazardous. Likewise, hands-on field training for necessary job skills for firefighting and rescue (using their equipment and tools at the Facility) also has risks, some known and unknown, foreseeable and unforeseeable, despite reasonable safety precautions taken by each party. Nonetheless, training is an essential requirement for Licensee and a valuable benefit to both Licensee and its individual personnel who must maintain certifications, whether those persons are paid or volunteer. Accordingly, Licensee acknowledges the various risks and in consideration of being allowed to enter and train at the Facility, Licensee and its individual personnel hereby assume the risk of injury, death, or property damage. City is not responsible for damage or loss to Licensee's property or that of its personnel which arises out of or relates to the use of the Facility.

B. Insurance. Accordingly, each Licensee must annually submit written documentation of having statutory workers' compensation for its personnel; and, general liability insurance to cover loss or damages to City's Facility (to include both debris removal and repairs in accordance with then-current applicable Codes); and, motor vehicle liability insurance. Each policy in an amount of not less than One Million Dollars (\$1,000,000) each, or a combined single limit of not less than Five Million dollars (\$5,000,000).

3. City's obligations. City shall provide: (A) Gate key or other means of access to the Facility for its intended purpose of training and certifying firefighters. (B) Normal water service to the same extent such is provided to AFD's own training exercises. However, water service is subject to interruption due to contingencies beyond the control of AFD, such as but not limited to: infrastructure failures, drought restrictions, or other causes. (C) General or routine maintenance, repair and upkeep of the Fire Training Facility and all appurtenances. (D) The AFD will provide the licensee with access to training resources (when available) at the Fire Training Facility, including but not limited to an AFD fire engine, ladders, hose, and equipment housed at the facility to support and/or enhance firefighter training. The SCBA cascade system, CPAT testing equipment, extractor PPE washing machine, electric golf cart, truck room, and classroom may also be made available to the licensee when scheduling allows. (D) The AFD shall meet with licensee on a regular basis for the purposes of maintaining a positive working relationship and coordinating critical information between both parties (AFD and licensee).

4. Licensee's Obligations. Licensee shall: (A) Reserve the use of the Facility through the AFD Training Chief's office, at least 30 days in advance when possible. (B) Use the Facility only for its intended purpose of training and certifying firefighters. All live fire operations shall be conducted in significant compliance with the current edition of NFPA 1403 - *Standard on Live Fire Training Evolutions*. Any other uses of the facility are prohibited. (C) Unless agreed upon between both parties

as stated in 3.D., provide at its own expense truck(s), ladder(s), hose(s), foam, tools, flashlights, radios, generators, masks & air bottles, instructional materials, instructors, supervisors, personal protective equipment, and any other item convenient or necessary for training. (D) At the conclusion of a training session, assure that all water, lights, fans, pumps, motors, etc. are turned off, area is cleaned, and secure the Facility gate, before departing. (E) Promptly report to the AFD Training Chief any discovered need for routine maintenance or repair at the Facility and any damages that were incurred to the Facility during use. (F) Promptly report to the AFD Training Chief any injury to any person occurring at the Facility requiring more than basic first aid. (G) Absolutely no exercise activity shall ever require, involve, result in, or cause destruction or damage to the Facility infrastructure itself, with these exceptions: (1) normal wear and tear resulting from normal non-abusive use of the Facility, and (2) the destruction of an intentionally consumable prop such as a forcible entry, vertical ventilation, or wrecked automobile prop. (H) Keep in force at all times during this Agreement and any renewal, the several insurance coverages described herein.

5. Annual Fee. Licensee agrees to pay to the City of Amarillo an annual payment of \$ 25,000 by no later than OCTOBER 31st of each year that this Agreement is in effect. This fee to be used for maintenance costs and improvements to the AFD Training Facility.

6. Subletting and Guests Prohibited. There shall be absolutely no subletting of the Facility to any other agency; or, the presence of any guests inside the fence. A request for such made at least five days prior to a scheduled training exercise may be considered by the AFD Training Chief for a good cause exception to this rule, such as for interagency familiarity training by neighboring agencies.

7. Disclaimer of Warranties. AS TO THE FACILITY (as defined above), THE CITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. LICENSEE HAS HAD OPPORTUNITY TO INSPECT THE FACILITY AND HAS CONCLUDED FOR ITSELF THAT THE FACILITY IS SUITABLE FOR LICENSEE'S USES AND PURPOSES, AS-IS.

8. Independent Contractor Relationship. City is doing no more than providing access for Licensee to use for purposes of firefighting training and certification. Except as specified in this Agreement, City has no control or direction over the manner, means, timing, or methods used by Licensee or its personnel for its fire training, other than compliance with the terms and conditions of this Agreement and Exhibit A. There is no joint enterprise or effort between the parties as to any training activity. As an independent contractor, Licensee has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

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

City of Amarillo
Fire Chief
P.O. Box 1971
Amarillo TX 79105

Pantex Fire Department
Fire Chief
P.O. Box 30020
Amarillo, TX 79120-0030

[END. THIS SPACE LEFT BLANK INTENTIONALLY]

12



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	N/A
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Department	Information Technology – Rich Gagnon
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Agenda Caption

Award – IT Infrastructure Hardware:
Weaver -- \$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.

Agenda Item Summary

One Dell VXRail server to support the CCTV environment and four Dell network switches for the Airports network infrastructure will be purchased. Performance, scalability, and business continuity services will be enhanced with these products.

Requested Action

Approval of award to Weaver Technologies in the amount of \$58,429.40.

Funding Summary

This is a budgeted expense and will be funded from the Federal CARES Act grant.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 6848 Dell VXRail and Network Switches

Opened 4:00 p.m., June 10, 2020

To be awarded as one lot

Weaver Technologies

Servers, File, Microcomputer VXRail500

E560 Hybrid + E560F All Flash, per
specifications

1 ea

Unit Price

\$41,968.640

Extended Price

41,968.64

Hubs, Switches, and Converters204

Computer, Dell EMC Switch N3000E-ON,
per specifications

4 ea

Unit Price

\$4,115.190

Extended Price

16,460.76

Bid Total

58,429.40

Award by Vendor

58,429.40

City

FREDERICKSBURG, TX

Amarillo City Council Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	Fiscal Responsibility
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Department	CP&DE	Contact Person	Kyle Schniederjan, Director of CP&DE
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Agenda Caption

Award – Purchasing of “e-Builder” project management software annual subscription renewal for June 1, 2020 thru May 31, 2021 \$ 85,555.17

Agenda Item Summary

Consider for approval the “e-Builder” Project Management Software system annual subscription renewal for period of June 1, 2020 thru May 31, 2021 \$ 85,555.17

Requested Action

Approval

Funding Summary

CP&DE Engineering Operating Budgets 1415 & 52115

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommends approval

Bid No. 6852 Renewal of e-Builder Software Subscription
Opened 4:00 p.m., June 11, 2020

To be awarded as one lot

Dell, Inc.

Project Management, Amarillo ebuilder
ENT Capital Program Subscription
Renewal, per specifications

1 ea

Unit Price

\$36,525.770

Extended Price

36,525.77

Project Management, Amarillo Ebuilder
ENT Capital Program Subscription
Renewal, per specifications

1 ea

Unit Price

\$49,029.400

Extended Price

49,029.40

Bid Total

85,555.17

Award by Vendor

85,555.17

City

ROUND ROCK, TX



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman- Managing Director of Planning and Development Services		

Agenda Caption

Consideration of 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, A.B.&M. Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Tradewind Square Unit No. 5.

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

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

This ACZ Easement is establishing a height regulation of 4,950 feet above mean sea level for the plat of Tradewind Square Unit No. 5.

Amarillo City Council

Agenda Transmittal Memo



Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary

The Easement is being granted to the City at no cost.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Seth Williams, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 4,950 feet 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, A.B.& M. Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,950 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,950 feet above mean sea level.

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

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

LSS 5/8/2020

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 1st day of June, 2020.

GRANTOR



Seth Williams

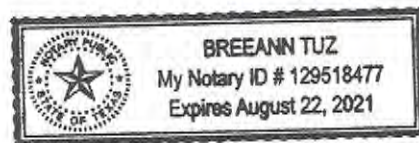
THE STATE OF Texas §

COUNTY OF Randall §

This instrument was acknowledged before me on this the 1st day of June, 2020, by Seth Williams.



Notary Public, State of Texas



AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 300 feet
Date: 4/29/2020
Case No: ACZ-20-09



Aviation Clear Zone Easement being 4,950 feet above mean sea level above the plat of Tradewinds Square Unit No. 5, a suburban subdivision to the City of Amarillo, being a unplatted tract of land in Section 179, Block 2, A.B.&M. Survey, Randall County, Texas

Vicinity: Yates St. and Eberly St.
Applicant: Seth Williams for PEGA Development

AP: N-15

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 14, 2020	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman- Managing Director of Planning and Development Services		

Agenda Caption

Consideration of 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 unplatted tract of land in Sections 29 and 30, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Chisum Unit No. 25.

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

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

This ACZ Easement is establishing a height regulation of 3,750 feet above mean sea level for the plat of Chisum Unit No. 25.

Amarillo City Council

Agenda Transmittal Memo



Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary

The Easement is being granted to the City at no cost.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Danny Kendrick, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 3,750 feet above mean sea level above the plat of Chisum Number 25 Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Sections 29 and 30, Block 2, A.B.&M. Survey, Potter County, Texas.

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

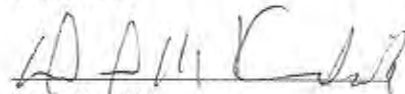
GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 3,750 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 3,750 feet above mean sea level.

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

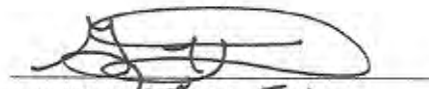
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate,
has hereunto set its hand on this the 22nd day of JUNE, 2020.

GRANTOR

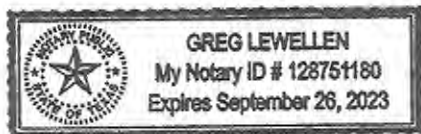

Danny Kendrick

THE STATE OF Texas §

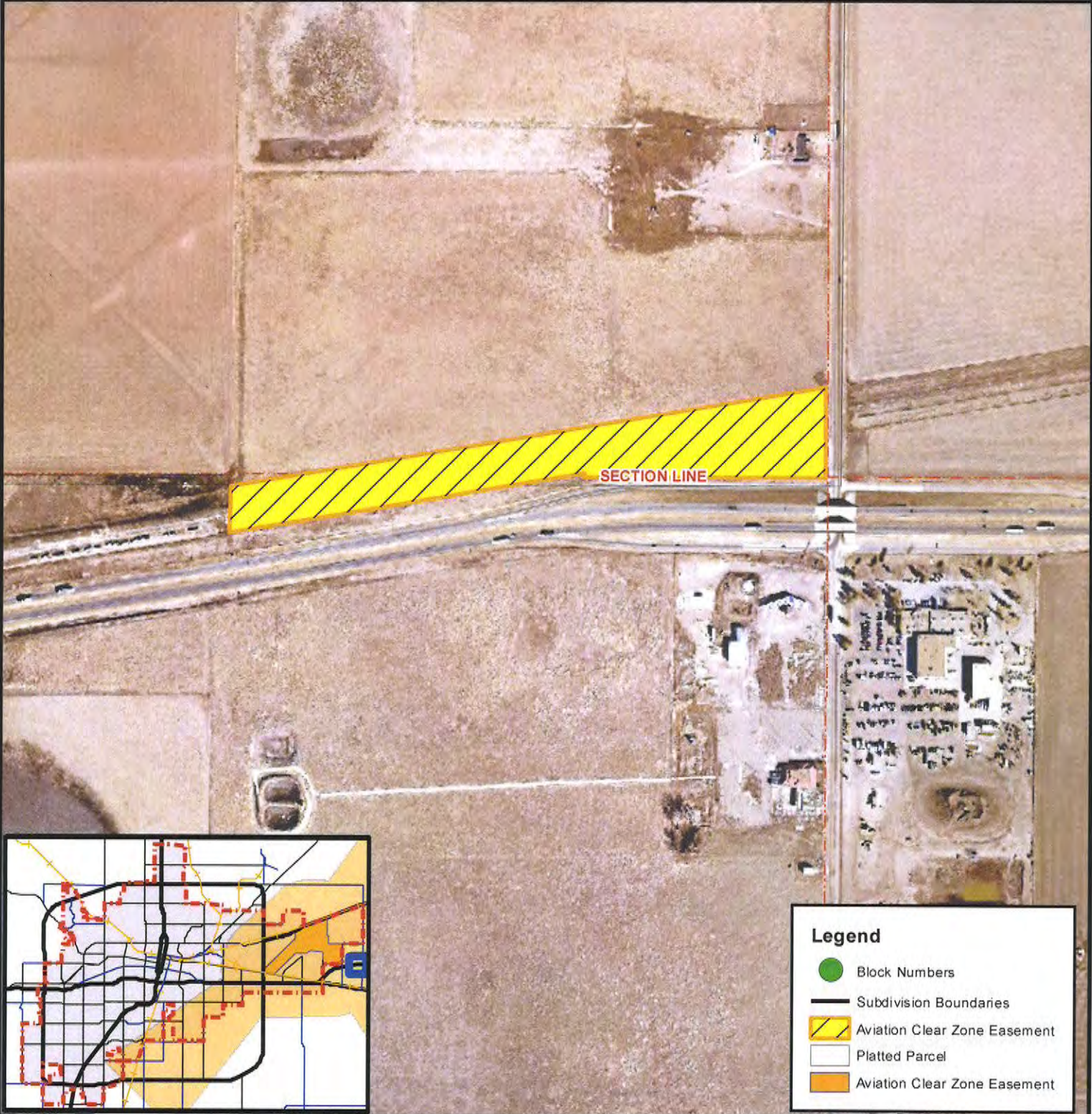
COUNTY OF Parmer §



This instrument was acknowledged before me on this the 22nd day of July,
2020, by Danny Kendrick.



AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

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 unplatted tract of land in Sections 29 and 30, Block 2, AB&M Survey, Potter County, Texas.

Vicinity: E. Interstate 40 & F.M. 1912

Applicant: Danny Kendrick for Chapparral Investments, LLC

AP: X-11 & X-12

Scale: 1 inch = 600 feet
Date: 6/2/2020
Case No: ACZ-20-10



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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman- Managing Director of Planning and Development Services		

Agenda Caption

Consideration of 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, A.B.&M. Survey, Randall County, Texas.

Agenda Item Summary

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

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

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

This ACZ Easement is establishing a height regulation of 4,650 feet above mean sea level for the plat of Grand Avenue Estates Unit No. 7.

Amarillo City Council

Agenda Transmittal Memo



Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary

The Easement is being granted to the City at no cost.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone Easement.

LSS 6/9/2020

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Sergio Cabrera, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 4,650 feet above mean sea level above the plat of Grand Avenue Estates Unit No. 7, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 143, Block 2, A.B.&M. Survey, Randall County, Texas

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

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,650 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,650 feet above mean sea level.

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

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

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 13th day of June, 2020.

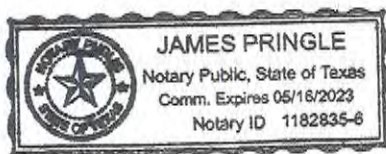
GRANTOR

Sergio Cabrera
Sergio Cabrera

THE STATE OF Texas §

COUNTY OF Randall §

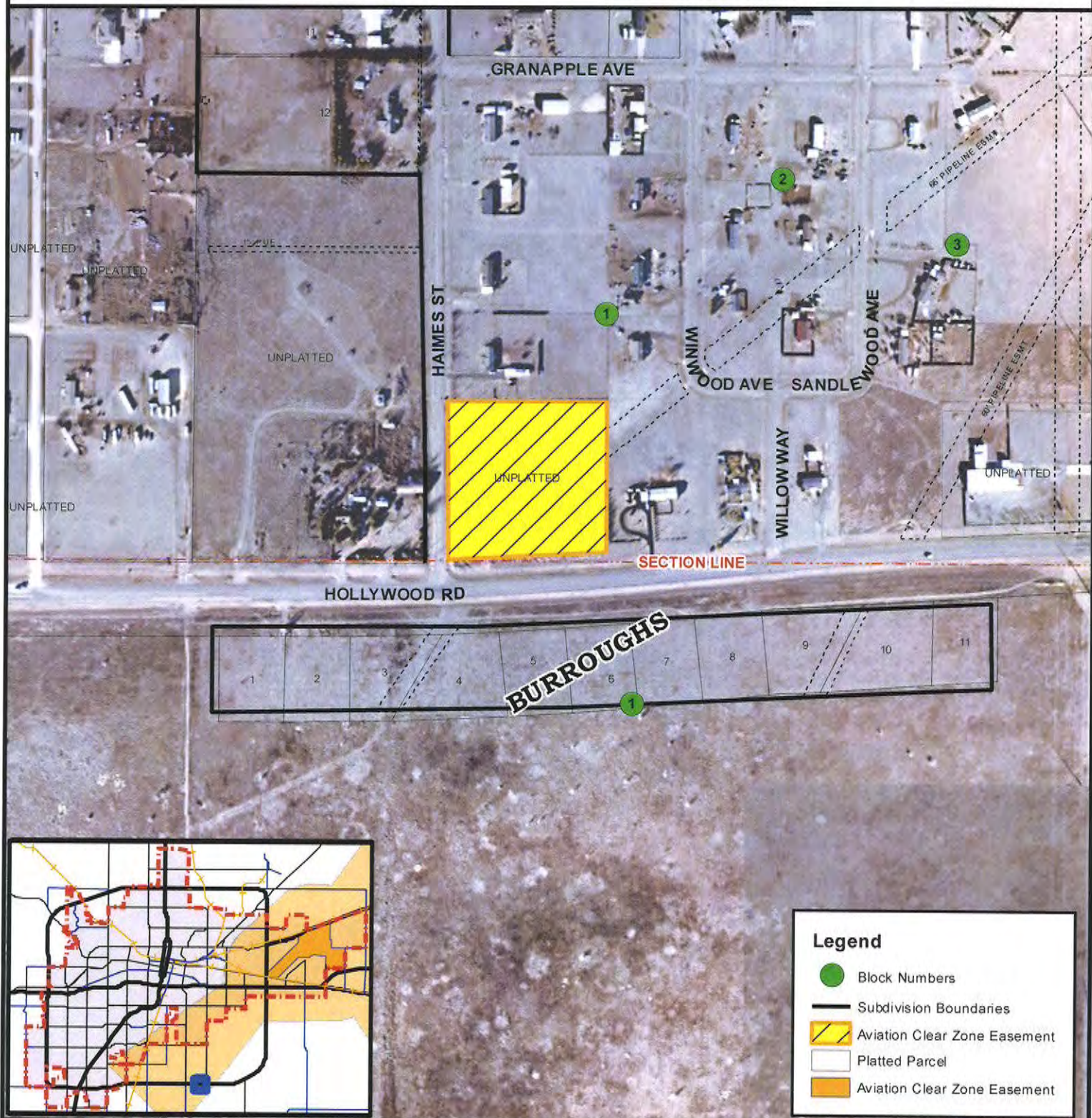
This instrument was acknowledged before me on this the 13th day of June, 2020, by Sergio Cabrera.



[Signature]

Notary Public, State of Texas

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 6/2/2020
Case No: ACZ-20-11



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 an unplatted tract of land in Section 143, Block 2, AB&M Survey, Randall County, Texas

Vicinity: Haimes St. & Loop 335/Hollywood Rd
Applicant: Sergio Cabrera

AP: P-17

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Pillar	Economic Development and Redevelopment
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE
(Contact: Laura Storrs)

Discussion and consideration of 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.

Agenda Item Summary

This ordinance authorizes the City to issue the Waterworks and Sewer System Revenue Bonds, New Series 2020 (bonds). The City has received a loan commitment from the Texas Water Development Board (TWDB) of \$28,500,000 to fund this bond issue from the Clean Water State Revolving Fund plus \$1,000,000 Green Project Reserve Grant to finance the costs of advanced metering infrastructure (AMI) project. The loan was approved by the TWDB on February 13, 2020.

Requested Action

Adopt the Ordinance authorizing the issuance of the Waterworks and Sewer System Revenue Bonds, New Series 2020.

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.

Staff Recommendation

City staff is recommending approval of the Ordinance.

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.

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City of Amarillo, Texas (the "City") has received a loan commitment from the Board pursuant to the Board's Resolution No. 20-013 adopted on February 13, 2020 (the "Board Resolution") for financial assistance in the amount of \$28,500,000 from the Clean Water State Revolving Fund to finance the costs of constructing wastewater system improvements, and such financial assistance is to be evidenced by the Board's purchase of bonds payable from a pledge of and lien on the Pledged Revenues (as herein defined) of the City's waterworks and sewer system (the "System"); and

WHEREAS, under the provisions of Texas Government Code, Chapter 1502, as amended, the City Council of the City is authorized to issue waterworks and sewer system revenue bonds for the improvement and extension of the City's sewer system; and

WHEREAS, the City Council further finds and determines that it is necessary and in the best interests of the City and its citizens that it issue such bonds authorized by this Ordinance, and that the proceeds of such bonds are to be used solely for the purposes specified in this Ordinance, which the City Council hereby determines to be necessary and economically feasible; and

WHEREAS, the bonds to be issued pursuant to the terms and provisions of this Ordinance will be secured by a pledge of and lien on the Pledged Revenues of the System; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said bonds; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Revenue bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$28,500,000 to be designated and bear the title "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2020" (hereinafter referred to as the "Bonds"), for improvement and extension of the City's sewer system and to pay costs of issuance, in conformity with the Constitution and laws of the State of Texas, including particularly Texas Government Code, Chapter 1502, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Bonds are issuable in fully registered form only; shall be

dated August 1, 2020 (the "Bond Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Bonds shall become due and payable on April 1 in each of the years and in principal amounts (the "Stated Maturities") in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2021	1,425,000	-0-
2022	1,425,000	-0-
2023	1,425,000	-0-
2024	1,425,000	-0-
2025	1,425,000	-0-
2026	1,425,000	-0-
2027	1,425,000	-0-
2028	1,425,000	-0-
2029	1,425,000	-0-
2030	1,425,000	-0-
2031	1,425,000	-0-
2032	1,425,000	-0-
2033	1,425,000	-0-
2034	1,425,000	-0-
2035	1,425,000	-0-
2036	1,425,000	-0-
2037	1,425,000	-0-
2038	1,425,000	-0-
2039	1,425,000	-0-
2040	1,425,000	-0-

The Bonds shall pay no interest.

SECTION 3: Terms of Payment-Paying Agent/Registrar. The principal of the Bonds due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the principal office of the Paying Agent/Registrar, and at a location within the State of Texas, books and records for the registration, payment and transfer of the Bonds (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement" substantially in the form of attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe; and the Mayor or Mayor Pro Tem and the City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and

discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of the Bonds shall be payable at the Stated Maturities or on a date of earlier redemption thereof only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). No interest will be paid on the Bonds. If the date for the payment of the principal of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 4: Redemption.

(a) Optional Redemption. The Bonds maturing on and after April 1, 2031 shall be subject to redemption prior to maturity, in whole or in part (in inverse order of Stated Maturities, if less than all), in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on any date beginning on or after October 1, 2030 at the redemption price of par payable on the redemption date.

(b) Exercise of Redemption. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof.

(c) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bond as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000 and shall select the Bonds to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall

become due and payable on the redemption date specified, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable, provided moneys sufficient for the payment of such Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the principal office of the Paying Agent/Registrar, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Bondholder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Bondholder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the City of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the City to the Bondholder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Bondholder at his request, risk, and expense and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same

obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Bondholder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Bondholder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any Bond registered and delivered pursuant to Section 28 hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within 30 days of the date fixed for redemption of such Bond; provided, however, that such limitation of transfer shall not be applicable to an exchange by the Bondholder of an unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, redemption and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued as a single fully registered bond in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one bond for each year of maturity in the applicable principal amount and denomination as referenced in Section 2 hereof and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities and principal amounts for transfer and delivery to the Bondholders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any

Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, typed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof, but the Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide for registration of the Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the holder or owner of such Bond shall mean the securities depository or its nominee and shall not mean any other person.

B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
WATERWORKS AND SEWER SYSTEM REVENUE BOND
NEW SERIES 2020

Bond Date:
August 1, 2020

Interest Rate:
0.00%

Stated Maturity:
April 1, 20_____

CUSIP NO:

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Amarillo, Texas (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter defined, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption). No interest will be paid on this Bond. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. All payments of principal of this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and shall be made by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking

institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$28,500,000 (herein referred to as the "Bonds") for the purpose of providing money for the improvement and extension of the City's sewer system and paying costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1502, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Bonds maturing on and after April 1, 2031 are subject to redemption prior to maturity, in whole or in part (in inverse order of Stated Maturities, if less than all), in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on any date beginning on or after October 1, 2030 at the redemption price of par payable on the redemption date.

At least thirty days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at its principal office and, there shall be issued, without charge therefor, to the registered owner hereof, a new Bond or Bonds of like maturity in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof. If this Bond is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Bondholder within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Bondholder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are special obligations of the City and, together with the outstanding and unpaid Bonds Similarly Secured (as defined in the Ordinance authorizing the issuance of the Bonds), are payable solely from and secured by a lien on and pledge of the Pledged Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System (the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Pledged Revenues. The holder

hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Pledged Revenues of the System, in the same manner and to the same extent as the Bonds.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Bondholder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the properties constituting the System; the Pledged Revenues pledged to the payment of the principal of the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Bondholders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited and represented and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid special obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of the Bonds by a pledge of the Pledged Revenues of the System as aforestated. In case any provision in this Bond or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF AMARILLO, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

C. Form of Registration Certificate of Comptroller of Public Accounts, to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	)	
	)	
OF PUBLIC ACCOUNTS	)	REGISTER NO. _____
	)	
THE STATE OF TEXAS	)	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in Salt Lake City, Utah, is the "Designated Payment/Transfer Office" for this Bond.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION,
Houston, Texas, as Paying Agent/Registrar

Registration date:

By _____
Authorized Signature
Amegy Bank Division

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

F. The Initial Bond(s) shall be substantially in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

Heading and first paragraph shall read as follows:

REGISTERED
NO. T-1

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS

REGISTERED
\$28,500,000

WATERWORKS AND SEWER SYSTEM REVENUE BOND
NEW SERIES 2020

Bond Date: August 1, 2020

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: TWENTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the 1st day of April in each of the years and in principal amounts in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
--	--	------------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been prepaid prior to maturity). No interest will be paid on this Bond. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, to Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (the "Paying Agent/Registrar") upon its presentation and surrender at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). All payments of principal of this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10: Definitions. That for all purposes of this ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues therefor, the following definitions are provided:

- (a) The term "Additional Bonds" shall mean the additional parity revenue bonds which the City reserves the right to issue in the future, as provided in this Ordinance, as may be outstanding from time to time.
- (b) The term "Board" shall mean Texas Water Development Board.
- (c) The term "Bonds" or "New Series 2020 Bonds" shall mean the "City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2020", authorized by this Ordinance, as may be outstanding from time to time.

(d) The term "Bonds Similarly Secured" means the Bonds, the Previously Issued Bonds and Additional Bonds.

(e) The term "City" shall mean the City of Amarillo, in Potter and Randall Counties, Texas.

(f) The term "Gross Revenues of the City's Waterworks and Sewer System" and "Gross Revenues" shall mean all revenues, income, and receipts of every nature derived or received by the City from the operation and ownership of the System, including the interest income from the investment or deposit of money in any Fund mentioned in this Ordinance.

(g) The term "Net Revenues of the City's Waterworks and Sewer System" and "Net Revenues" shall mean all Gross Revenues after deducting and paying the current expenses of operation and maintenance of the System, as required by Texas Government Code, Chapter 1502, as amended, including all salaries, labor, materials, repairs, and extensions necessary to render efficient service, provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised by the adoption of appropriate resolutions, are necessary to keep the System in operation and render adequate service to said City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the Bonds or Additional Bonds, shall be deducted in determining "Net Revenues". Depreciation shall never be considered as an expense of operation and maintenance. Capital expenditures shall never be considered as an expense of operation and maintenance.

(h) The terms "Outstanding" and "outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the City by the irrevocable deposit with the Paying Agent/Registrar of money in the amount necessary to fully pay the principal of the Bonds to maturity or redemption, as the case may be, provided that, if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Ordinance or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar, or waived;

(3) those Bonds that have been mutilated, destroyed, lost or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 28 hereof; and

(4) those Bonds for which the payment of the principal of which has been duly provided for by the City in accordance with law.

(i) The term "Pledged Revenues" shall mean (i) the Net Revenues, plus (ii) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Bonds or Additional Bonds.

(j) The term "Previously Issued Bonds" shall mean the following outstanding and unpaid revenue bonds, payable from and secured by a lien on and pledge of the Pledged Revenues of the System, further identified by issue or series as follows:

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2013," dated July 1, 2013, in the original principal amount of \$1,310,000;

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2014," dated January 1, 2014, in the original principal amount of \$8,495,000;

"City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2015," dated August 1, 2015, in the original principal amount of \$17,195,000;

"City of Amarillo, Texas, Waterworks and Sewer System Revenue Refunding Bonds, New Series 2015A," dated August 15, 2015, in the original principal amount of \$21,145,000;

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2017," dated April 1, 2017, in the original principal amount of \$31,005,000;

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2018A," dated June 15, 2018, in the original principal amount of \$14,610,000;

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2018B," dated June 15, 2018, in the original principal amount of \$12,500,000; and

"City of Amarillo, Texas, Waterworks and Sewer System Revenue Refunding Bonds, New Series 2020A," dated May 1, 2020, in the original principal amount of \$9,775,000.

(k) The term "Water Development Board Bonds" shall mean the Bonds Similarly Secured which are owned by the Texas Water Development Board and further identified by issue or series as follows:

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2013," dated July 1, 2013, in the original principal amount of \$1,310,000;

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2014," dated January 1, 2014, in the original principal amount of \$8,495,000;

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2015," dated August 15, 2015, in the original principal amount of \$17,195,000;

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2018A," dated June 15, 2018, in the original principal amount of \$12,500,000; and

"City of Amarillo, Texas Waterworks and Sewer System Revenue Bonds, New Series 2020," dated August 1, 2020, in the original principal amount of \$28,500,000.

(l) The term "Waterworks and Sewer System" and "System" shall mean and include the City's existing combined waterworks and sewer system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any waterworks or sewer facilities which are declared not to be a part of the System and which are acquired or constructed by the City with the proceeds from the issuance of "Special Facilities Bonds", which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Pledged Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities; and such revenues or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds".

(m) The term "year" shall mean the regular fiscal year used by the City in connection with the operation of the System, which may be any twelve consecutive months period established by the City.

SECTION 11: Pledge. That the City hereby covenants and agrees that the Pledged Revenues, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured, and the Pledged Revenues are further pledged irrevocably to the establishment and maintenance of the Interest and Redemption Fund as hereinafter provided. The Bonds Similarly Secured are and will be secured by and payable only from the Pledged Revenues, and are not secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties constituting the System.

Such lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer of control of the Pledged Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended. Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this Section 11, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Section 11 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 12: Revenue Fund and Reserve Fund. There has been created and established and shall be maintained on the books of the City, and accounted for separate and apart from all other funds of the City, a special fund entitled the "City of Amarillo Waterworks and Sewer System Revenue Bonds Revenue Fund" (hereinafter called the "Revenue Fund"). All Gross Revenues shall be credited to the Revenue Fund immediately upon receipt and revenues deposited to said Revenue Fund shall be pledged and appropriated to the following uses and in the priority shown below:

- First: To the payment of all necessary and reasonable maintenance and operation expenses of the System as said expenses are defined by law.
- Second: To the payment, equally and ratably, of the amounts required to be deposited in the special funds or accounts created and established for the payment and security of the Bonds Similarly Secured in accordance with the ordinances authorizing the issuance of the Bonds Similarly Secured.
- Third: To the payment of any other indebtedness payable from and secured, in whole or in part, by a lien on and claim against the revenues of the System.
- Fourth: Any revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provisions for the payment thereof, may be appropriated and used for any other purpose now or hereafter permitted by law.

Reserve Fund. The City has established and shall maintain the "City of Amarillo, Texas, New Series Waterworks and Sewer System Reserve Fund" (the "Reserve Fund") for the Water Development Board Bonds as long as the Board is the owner of the Water Development Board Bonds for the purposes of (i) finally retiring the last of the Water Development Board Bonds and (ii) paying principal of and interest on the Water Development Board Bonds in the event moneys on hand in the Interest and Redemption Fund are insufficient for such purpose.

The amount to be accumulated in the Reserve Fund shall be equal to not less than the lesser of (i) the maximum annual debt service requirement on all outstanding Water Development Board Bonds, (ii) 125% of the average annual debt service requirements on all outstanding Water Development Board Bonds, or (iii) 10% of the stated principal amount of the outstanding Water Development Board Bonds (the "Required Reserve"). The Required Reserve shall be established and maintained with Pledged Revenues of the System or other lawfully available funds of the City, the proceeds of sale of Water Development Board Bonds or by depositing to the credit of the Reserve Fund, to the extent permitted by law, one or more surety bonds or insurance policies issued by a company or institution having a rating in the highest rating category by two nationally recognized rating agencies or services, or any combination thereof. The City hereby covenants and agrees that the initial Required Reserve to be deposited in the Reserve Fund in connection with the issuance of the Bonds shall be accumulated in equal monthly installments over the initial sixty (60) months following the initial delivery of the Bonds. If additional Water Development Board Bonds are issued to refund a portion of the then outstanding Water Development Board Bonds and there is a reduction in the average annual debt service of all the Water Development Board Bonds to be outstanding upon the issuance of the additional Water Development Board Bonds, the Required Reserve shall be reduced to reflect the average annual debt service requirements associated with such reduced requirement.

So long as the Water Development Board Bonds are outstanding and owned by the Board, prior to the City utilizing one or more surety bonds or insurance policies to fund all or a portion of the Required Reserve, the City shall notify the Executive Administrator of the Board no less than 30 days prior to converting from a cash reserve fund to a surety policy. Such a conversion may only be made if the proposed insurer or surety meets the financial guarantees established in the Board's rules and has been approved by the Executive Administrator of the Board.

As and when additional Water Development Board Bonds are delivered or incurred, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the average annual debt service requirements calculated on a Fiscal Year basis for all Water Development Board Bonds then Outstanding and owned by the Board, as determined on the date each series of additional Water Development Board Bonds is initially delivered or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder. Any additional amount required to be maintained in the Reserve Fund shall be so accumulated (i) by depositing to the credit of the Reserve Fund (immediately after the delivery of the then proposed additional Water Development Board Bonds) cash or an additional surety bond or insurance policy or revised surety bond or revised insurance policy with coverage in an amount sufficient to provide for the new Required Reserve to be fully or partially funded, or (ii) at the option of the City, by making monthly deposits from funds in the Revenue Fund on or before the 1st day of each month following the month of delivery of the then proposed additional Water Development Board Bonds, of not less than 1/24th of the additional amount to be maintained in said Reserve Fund by reason of the issuance of the additional Water Development Board Bonds then being issued (or 1/24th of the balance of the additional amount not deposited immediately in cash or provided by a surety bond or insurance policy.)

When and so long as the cash and investments in the Reserve Fund and/or coverage afforded by a surety bond or insurance policy held for the account of the Reserve Fund total not less than the Required Reserve, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve (or so much thereof as shall then be required to be contained therein if additional Water Development Board Bonds have been issued and the City has elected to accumulate all or a portion of the Required Reserve with Pledged Revenues), the City covenants and agrees to cause monthly deposits to be made to the Reserve Fund on or before the 1st day of each month (beginning the month next following the month the deficiency in the Required Reserve occurred by reason of a draw on the Reserve Fund or as a result of a reduction in the market value of investments held for the account of the Reserve Fund) from Pledged Revenues of the System in an amount equal to either (1) 1/24th of the Required Reserve until the total Required Reserve then required to be maintained in said Fund has been fully restored or (2) the amounts to pay principal of and interest on Water Development Board Bonds held by an insurer, or evidenced by an instrument of assignment entitling an insurer to payment of principal of and interest on Water Development Board Bonds, as a result of payments or draws made on a surety bond or insurance policy held for the account of the Reserve Fund and such payments will result in the principal of and/or interest on such Water Development Board Bonds to be paid, as well as the restoration and replenishment of the surety bond or insurance policy coverage representing all or a portion of the Required Reserve. The City further covenants and agrees that, subject only to the payments to be made to the Interest and Redemption Fund, the Pledged Revenues of the System shall be applied and appropriated and used to establish and maintain the Required Reserve and to cure any deficiency in such amounts as required by the terms of this Ordinance

and any other ordinance pertaining to the issuance of additional Water Development Board Bonds.

During such time as the Reserve Fund contains the total Required Reserve, the City may, at its option, withdraw any surplus above the Required Reserve and deposit such surplus in the Revenue Fund; provided, however, that to the extent the surplus, including investment earnings, are derived from proceeds of bonds used to fund all or a portion of the Required Reserve such surplus may only be used for the same purposes for which said bond proceeds may be used.

SECTION 13: Interest and Redemption Fund. That for the sole purpose of paying the principal of and interest on all Outstanding Bonds Similarly Secured, as the same come due, there has been created and established and shall be maintained at any official depository bank of the City a separate fund entitled the "City of Amarillo New Series Waterworks and Sewer System Revenue Bonds Interest and Redemption Fund" (hereinafter called the "Interest and Redemption Fund").

SECTION 14: Deposits of Pledged Revenues; Investments.

(a) The Pledged Revenues shall be deposited into the Interest and Redemption Fund when and as required by this Ordinance.

(b) To the extent permitted by law, money in any Fund mentioned in this Ordinance may, at the option of the City, be invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. All interest and income derived from such deposits and investments immediately shall be credited to, and any losses debited to, the Fund from which the deposit or investment was made, and surpluses in any Fund shall or may be disposed of as hereinafter provided. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds Similarly Secured.

SECTION 15: Funds Secured. Money in all Funds mentioned in this Ordinance, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the City.

SECTION 16: Debt Service Requirements.

(a) In addition to amounts required to be transferred by the ordinances authorizing the Bonds Similarly Secured, the City shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Redemption Fund the amounts, at the times, as follows:

(1) such amounts, deposited in approximately equal monthly installments on or before the 25th day of each month hereafter, commencing with the month during which the Bonds are delivered, or the month thereafter if delivery is made after the 25th thereof, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the interest, if any interest is payable, scheduled to accrue and come due on the Bonds and any Additional Bonds on the next succeeding interest payment date; and

(2) such amounts, deposited in approximately equal monthly installments on or before the 25th day of each month hereafter, commencing with the month during which the Bonds are delivered, or the month thereafter if delivery is made after the 25th day thereof, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the principal scheduled to mature and come due on the Bonds and any Additional Bonds on the next succeeding principal payment date.

SECTION 17: Reserved.

SECTION 18: Deficiencies; Excess Pledged Revenues.

(a) If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Redemption Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) Subject to making the required deposits to the credit of the Interest and Redemption Fund when and as required by this Ordinance, or any ordinance authorizing the issuance of Additional Bonds, the excess Pledged Revenues may be used by the City for any lawful purpose.

SECTION 19: Payment of Bonds and Additional Bonds. On or before April 1, 2021, and semiannually on or before each April 1 and October 1 thereafter while any of the Bonds Similarly Secured are outstanding and unpaid, the City shall make available to the paying agents therefor, out of the Interest and Redemption Fund, money sufficient to pay such interest on and such principal of the Bonds Similarly Secured as will occur or mature on such dates, respectively. The Paying Agent/Registrar shall destroy all paid Bonds Similarly Secured and furnish the City with an appropriate certificate of cancellation or destruction.

SECTION 20: Final Deposits, Governmental Obligations.

(a) Any Bonds Similarly Secured shall be deemed to be paid, retired, and no longer Outstanding within the meaning of this Ordinance when payment of the principal of, redemption premium, if any, on such Bond Similarly Secured, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided by irrevocably depositing with, or making available to, the Paying Agent/Registrar therefor, in trust and irrevocably set aside exclusively for such payment, (1) money sufficient to make such payment or (2) Governmental Obligations, as hereinafter defined in this Section, certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, or sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of such paying agent pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of such Paying Agent/Registrar. At such time as a Bond Similarly Secured shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefit of this Ordinance or a lien on and pledge of the Pledged Revenues, and shall be entitled to payment solely from such money or Government Obligations.

(b) Any moneys so deposited with a paying agent may at the direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the paying agent pursuant to this Section which is not required for the payment of the Bonds Similarly Secured, the redemption premium, if any, and interest thereon, if any, with respect to which such money has been so deposited, shall be turned over to the City or deposited as directed by the City.

(c) The City hereby covenants that no deposit will be made or accepted under clause (a)(ii) of this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of the Internal Revenue Code of 1986, as amended.

(d) For the purpose of this Section, the term "Government Obligations" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

(e) Notwithstanding any other provisions of this Ordinance, all money or Government Obligations set aside and held in trust pursuant to the provisions of this Section for the payment of the Bonds Similarly Secured, the redemption premium, if any, and interest thereon, if any, shall be applied to and used for the payment of such Bonds Similarly Secured, the redemption premium, if any, and any interest thereon.

SECTION 21: Additional Bonds.

(a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds"), in accordance with law, in any amounts, for any lawful purpose, including the refunding of any Bonds Similarly Secured. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with the Bonds, and all other outstanding Previously Issued Bonds from an irrevocable lien on and pledge of the Pledged Revenues.

(b) The Interest and Redemption Fund mentioned in this Ordinance shall secure and be used to pay all Bonds Similarly Secured. However, each ordinance under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Bonds to be deposited to the credit of the Interest and Redemption Fund, the City shall deposit to the credit of the Interest and Redemption Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same come due.

(c) That all calculations of average annual principal and interest requirements made pursuant to this Section shall be made as of and from the date of the Additional Bonds then proposed to be issued.

(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.

SECTION 22: Further Requirements for Additional Bonds. Additional Bonds shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series, or issue of Additional Bonds shall be issued or delivered unless:

(a) 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.

(b) 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.

SECTION 23: General Covenants. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance, and each ordinance authorizing the issuance of Additional Bonds, and in each and every Bond Similarly Secured; that it will promptly pay or cause to be paid the principal of and interest on every Bond Similarly Secured, on the dates and in the places and manner prescribed in such ordinances and Bonds Similarly Secured; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Interest and Redemption Fund; and any holder of the Bonds Similarly Secured may require the City, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this Ordinance, or any ordinance authorizing the issuance of Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the City, its officials, and employees.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds registered in the names of the registered owners thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures, and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, building, structures, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds Similarly Secured, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds Similarly Secured in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. While the Bonds Similarly Secured are Outstanding and unpaid the City shall continuously and efficiently operate the System, and shall maintain the System in good condition, repair, and working order, at all reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 18(b) hereof.

(f) Further Encumbrance. While the Bonds Similarly Secured are Outstanding and unpaid, the City shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Ordinance or such pledge is equal to or less than \$10,000; but the right of the City to issue revenue bonds payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While the Bonds Similarly Secured are Outstanding and unpaid, the City shall not sell, convey, mortgage, encumber, lease, or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any property, machinery, fixtures, or equipment, it may sell or otherwise dispose of such property, machinery, fixtures, or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined by resolution of the City Council that no such replacement or substitute is necessary.

(h) Insurance.

(1) The City shall cause to be insured such parts of the System as would usually be insured by corporations operating like properties, with a responsible

insurance company or companies or through self insurance, against risks, accidents, or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the owners of the Bonds and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Bonds Similarly Secured, ratably in the proportion that the outstanding principal of each series or issue of Bonds Similarly Secured bears to the total outstanding principal of all Bonds Similarly Secured, provided that if on any such occasion the principal of any such series or issue is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Bonds Similarly Secured is subject to redemption, then for the purchase on the open market and retirement of said Bonds Similarly Secured in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Bond Similarly Secured shall not exceed the redemption price of such Bond Similarly Secured on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(i) Rate Covenant. The City Council of the City will fix, establish, maintain, and collect such rates, charges, and fees for the use and availability of the System at all times as

are necessary to produce Gross Revenues sufficient, together with any other Pledged Revenues, (1) to pay all current operation and maintenance expenses of the System, and (2) to produce Pledged Revenues for each year at least equal to 1.25 times the principal and interest requirements of all then Outstanding Bonds Similarly Secured for the year during which such requirements are scheduled to be the greatest.

(j) Records. It will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the System, the Pledged Revenues, and the Funds mentioned in this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any owner of a Bond.

(k) Audits. After the close of each year while any of the Bonds are Outstanding, an audit will be made of the books and accounts relating to the System and the Pledged Revenues by an independent certified public accountant, or an independent firm of certified public accountants. As soon as practicable after the close of each such year, and when said audit has been completed and made available to the City, which is anticipated to be within 180 days of the close of the fiscal year, a copy of such audit for the preceding year shall be mailed to the Texas Water Development Board, the Municipal Advisory Council of Texas and to any holder of 5% or more in aggregate principal amount of then Outstanding Bonds Similarly Secured who shall so request in writing. Such annual audit reports shall be open to the inspection of the owners of the Bonds Similarly Secured and their agents and representatives at all reasonable times.

(l) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(m) Competition. It will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities which might be used as a substitute for the System's facilities, and, to the extent that it legally may, the City will prohibit any such competing facilities.

SECTION 24: Amendment of Ordinance.

(a) The owners of Bonds Similarly Secured aggregating in principal amount of 51% of the aggregate principal amount of then Outstanding Bonds Similarly Secured shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Bonds Similarly Secured so as to:

(1) Make any change in the maturity of the Outstanding Bonds Similarly Secured;

(2) Reduce the rate of interest borne by any of the Outstanding Bonds Similarly Secured;

(3) Reduce the amount of the principal payable on the Outstanding Bonds Similarly Secured;

(4) Modify the terms of payment of principal of or interest on the Outstanding Bonds Similarly Secured, or impose any conditions with respect to such payment;

(5) Affect the rights of the owners of less than all of the Bonds Similarly Secured then Outstanding; or

(6) Change the minimum percentage of the principal amount of Bonds Similarly Secured necessary for consent to such amendment.

(b) If at any time the City shall desire to amend the Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Bonds Similarly Secured. Such publication is not required, however, if notice in writing is given to each owner of Bonds Similarly Secured.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the owner of at least 51% in aggregate principal amount of all Bonds Similarly Secured then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties, and obligations under this Ordinance of the City and all the owners of then Outstanding Bonds Similarly Secured and all future Bonds Similarly Secured shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the owner of a Bond Similarly Secured pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bond Similarly Secured during such period. Such consent may be revoked at any time after six months from the date of the first publication of notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of 51% in aggregate principal amount of the then Outstanding Bonds Similarly Secured as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, the fact of the holding of Bonds Similarly Secured, which are not required to be in registered form, by any bondholder and the amount and numbers of such Bonds Similarly Secured and the date of their holding same, may be proved by the affidavit of the person claiming to be such holder, or by a certificate executed by

any trust company, bank, banker, or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker, or other depository, the Bonds Similarly Secured described in such certificate. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

SECTION 25: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Redemption Fund as required by this Ordinance or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the registered owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specifications of such remedies shall not be deemed to be exclusive.

SECTION 26: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds, or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is

sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (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 shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Redemption Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety

percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, Deputy City Manager, any Assistant City Manager or Director of Finance, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 27: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Bondholder as it appears in the Security Register.

In any case where notice to Bondholders is given by mail, neither the failure to mail such notice to any particular Bondholders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Bondholder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondholders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, Stated Maturity, and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every cause of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing replacement bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Texas Government Code, Chapter 1201, as amended, this Section of the Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in the Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 29: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the City.

SECTION 30: Sale of the Bonds. The sale of the Bonds to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par, less a \$490,172.00 origination fee, which shall be paid via wire transfer at no expense to the Board, pursuant to a loan commitment received from the Purchasers is hereby confirmed. Delivery of the Bonds shall be made to the Purchasers as soon as practical after the adoption of this Ordinance, upon

payment therefor in accordance with the terms of sale, which terms of sale the City has determined and does determine to be in the best interests of the City. The Initial Bond shall be registered in the name of the Purchasers.

SECTION 31: Control and Custody of Bonds. The Mayor of the City is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Secretary, City Manager, Deputy City Manager, any Assistant City Manager and Director of Finance, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the purchasers and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 32: Proceeds of Sale. Immediately following the delivery of the Bonds to the Board, the proceeds of sale of the Bonds (less any amounts used to pay costs of issuance) shall be deposited in an account to be maintained at Zions Bancorporation, National Association, Amegy Bank Division (the "Escrow Agent") and held in escrow pending written authorization to release said moneys. An escrow deposit agreement (the "Escrow Agreement") by and between the City and the Escrow Agent providing for the deposit, safekeeping and administration of such funds pending their release from escrow is attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes, and such Escrow Agreement is hereby approved as to form and content. The Mayor, Mayor Pro Tem, City Manager or Deputy City Manager, any Assistant City Manager, Director of Finance and City Secretary of the City are each hereby authorized and directed to execute the Escrow Agreement for and on behalf of the City and as the act and deed of the City Council.

Upon the release of funds from such escrow account maintained pursuant to the Escrow Agreement, the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted in Texas Government Code, Section 2256.015, et seq., as amended, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Redemption Fund as shall be determined by the City Council. All surplus proceeds of sale of the Bonds, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 36 hereof shall be applied to the following purposes as approved by the Executive Administrator of the Board: (1) to redeem, in inverse annual order, the Bonds owned by the Board, (2) to deposit into the Interest and Redemption Fund; or (3) to fund eligible project costs as authorized by the Executive Administrator of the Board.

SECTION 33: Legal Opinion. The Purchasers' obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payable for the Bonds. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 34: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 35: Continuing Disclosure Undertaking.

(a) Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of a debt obligation of any such derivative instrument, provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within 12 months after the end of each fiscal year, beginning in or after 2020, financial statements of the City, and (2) if audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial statements to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial statements and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to Subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 36: Compliance with Rules and Regulations of the Texas Water Development Board. In compliance with the State Revolving Loan Fund Permanent Rules of the Board, the City agrees and covenants:

(a) to keep and maintain full and complete records and accounts pertaining to the construction of the project financed with the proceeds of sale of the Bonds, including the construction fund account created below, in accordance with the standards set forth by the Government Accounting Standards Board;

(b) to create and establish at an official depository of the City a "Special 2020 City of Amarillo Loan Construction Fund" (the "Construction Fund") for the receipt and disbursement of all proceeds from the sale of the Bonds and all other funds acquired by the City in connection with the planning and construction of the projects financed, in whole or in part, by the Board pursuant to a loan evidenced by the Bonds and all funds deposited to the credit of the Construction Fund shall be held at a designated State depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257, as amended, and shall be disbursed in a timely and expeditious manner only for the payment of costs and expenses incurred in connection with the planning and building of such projects as approved by the Board in accordance a project schedule approved by the Executive Administrator of the Board (which schedule will not be

altered except for good cause shown and only with the written approval of the Executive Administrator of the Board) and as otherwise allowed by the rules;

(c) upon completion of the construction of the projects financed, in whole or in part, by the loan evidenced by the Bonds, to provide (i) to the Executive Administrator of the Board a complete set of as-built drawings and (ii) to the Board a final accounting of the total costs of the projects. If the projects as finally completed were built at a total cost less than the amount of available funds for building the projects, then the City may use such surplus proceeds of the Bonds remaining after completion of the projects for the following purposes as approved by the Executive Administrator of the Board: (1) to redeem Bonds owned by the Board, in inverse annual order of Stated Maturities, (2) to deposit into the Interest and Redemption Fund or other debt service account for the payment of capitalized interest or principal on the Bonds or (3) to pay eligible project costs as authorized by the Executive Administrator of the Board. In determining the amount of available funds for building the project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Board, all other funds available from the projects as described in the project engineer's or fiscal representative's sufficiency of funds statement and all interest earned by the City on money in the Construction Fund;

(d) to maintain adequate insurance coverage customarily maintained by municipal corporations on the projects financed with the proceeds of the Bonds in amounts adequate to protect the Board's interest;

(e) maintain current, accurate and complete records and accounts necessary to demonstrate compliance with financial assistance related legal and contractual provisions;

(f) to comply with any special conditions specified by the Board's environmental determination until all financial obligations to the State have been discharged;

(g) to abide by the Board's rules and relevant state statutes, including the Texas Water Code, Chapters 15, 16 and 17, as amended;

(h) to annually review its water and sewer rates to ensure that such rates are sufficient to produce required revenues;

(i) loan proceeds will not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site and to the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport and/or removal 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;

(j) that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than 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;

(k) it will not use Bond proceeds to acquire or replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher

than the yield on the Board's bonds that were issued to provide financing for the loan of the Board (the "Source Series Bonds") to the City, evidenced by the Bonds, other than Nonpurpose Investments acquired with

(i) proceeds of Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the Board) until such proceeds are needed for the facilities to be financed;

(ii) amounts invested in a bona fide debt service fund, within the meaning of §1.148-1(b) of Regulations (as defined in Section 26 hereof);

(iii) 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 Bonds, 125% of average annual debt service on the Bonds, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds;

(l) neither the City nor a related party will acquire any of the Source Series Bonds;

(m) the City shall provide the Board 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 "FFATA Act") and, pursuant to the FFATA Act, the City shall obtain a Data Universal Numbering System ("DUNS") Number and shall register with the System for Award Management ("SAM"), and maintain current registration at all times while the Bonds are outstanding;

(n) all loan proceeds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d) and the City shall adhere to the approved project schedule;

(o) 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;

(p) the Board may exercise all remedies available to it in law or equity, and any provision of the Bonds that restricts or limits the Board's full exercise of these remedies shall be of no force and effect;

(q) the City will not use any portion of the proceeds of the Bonds in a manner that would cause the Bonds to become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder;

(r) To maintain project accounts containing financial assistance for planning, design, acquisition or construction, as applicable, in accordance with generally accepted accounting principles (GAAP); and

(s) so long as the use of tax-exempt bond proceeds is precluded to advance refund obligations of the City under Section 149(d) of the Internal Revenue Code of 1986, as amended, the City will not use the proceeds of the Bonds to advance refund obligations of the City.

SECTION 37: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, any Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, City Manager, Deputy City Manager, any Assistant City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 38: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, Bond Counsel for the City and the Bondholders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, Bond Counsel for the City and the Bondholders.

SECTION 39: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 40: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 41: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 42: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 43: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall take effect and be in full force immediately from and after its date of adoption shown below.

[Remainder of page intentionally left blank]

FINALLY PASSED AND ADOPTED, this July 14, 2020.

CITY OF AMARILLO, TEXAS

Mayor

ATTEST:

City Secretary



(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), dated as of July 14, 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 T N E S S E T H:

WHEREAS, pursuant to an ordinance finally adopted on July 14, 2020 (the "Ordinance"), the City authorized the issuance of "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2020", dated August 1, 2020 (the "Obligations") to obtain financial assistance from the Texas Water Development Board ("TWDB") for the purpose of funding wastewater system improvements (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 Obligations, 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 L_____ 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, Waterworks and Sewer System Revenue Bonds, Texas Water Development Board L_____ 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 Obligations were issued or other purposes in accordance with the Ordinance 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 Ordinance. 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 Ordinance, 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]

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

By: _____

Title: _____
Amegy Bank Division

[signature page to Escrow Agreement]

EXHIBIT A
Fee Schedule

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 14, 2020 (this "Agreement"), by and between Zions Bancorporation, National Association, Amegy Bank Division, a national banking association organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the "Bank") and the City of Amarillo, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Amarillo, Texas, Waterworks and Sewer System Revenue Bonds, New Series 2020" (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about August 11, 2020; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Authorizing Document".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any

of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer

to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

Zions Bancorporation, National Association, Amegy Bank Division
One South Main Street, 12th Floor
Salt Lake City, UT 84133

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register – Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office and at the Bank's office shown on the signature page hereof books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be

reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank, and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register, provided the Bank is not prohibited from providing such notice.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, and in the event the Bank has the capability to comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls, the Bank will comply with the "Operational Arrangements".

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature pages hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 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 Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan and Foreign Terrorist Organizations. The Bank 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 Bank 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 Bank 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 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[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.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By: _____

Title: _____
Amegy Bank Division

Address: 1801 Main Street, Suite 1190
Houston, Texas 77002

[signature page to Paying Agent/Registrar Agreement]

CITY OF AMARILLO, TEXAS

By: _____
Mayor

Address: 601 S. Buchanan
Amarillo, Texas 79101

Attest:

City Secretary

[signature page to Paying Agent/Registrar Agreement]

ANNEX A
TO PAYING AGENT/REGISTRAR AGREEMENT
BANK'S FEES AND CHARGES



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Pillar	Economic Development and Redevelopment
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

DISCUSSION AND CONSIDERATION OF ORDINANCE

(Contact: Laura Storrs)

Discussion and consideration of 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.

Agenda Item Summary

This ordinance authorizes the City to issue the Drainage Utility System Revenue Bonds, Series 2020 (bonds) to finance improvement and construction of the City's drainage system.

Requested Action

Adopt the Ordinance authorizing the issuance of the Drainage Utility System Revenue Bonds, Series 2020.

Funding Summary

N/A

Community Engagement Summary

Increases in rates were approved by Council through the annual budget process and went into effect on 10/1/2018 and 10/1/2019 to support the issuance of this debt.

Staff Recommendation

City staff is recommending approval of the Ordinance.

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.

WHEREAS, under the provisions of Texas Local Government Code, Chapter 552, as amended, the City Council of the City of Amarillo, Texas (the "City"), is authorized to issue drainage utility system revenue bonds for acquiring, improving and constructing municipal drainage facilities, including the purchase of land, rights-of-way and equipment therefor;

WHEREAS, the City Council further finds and determines that it is necessary and in the best interests of the City and its citizens that it issue such bonds authorized by this Ordinance, and that the proceeds of such bonds are to be used solely for the purposes specified in this Ordinance, which the City Council hereby determines to be necessary and economically feasible; and

WHEREAS, the bonds to be issued pursuant to the terms and provisions of this Ordinance will be secured by a pledge of and lien on the Pledged Revenues (as hereinafter defined) of the City's drainage utility system (the "System"); and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said bonds; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Revenue bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title "City of Amarillo, Texas, Drainage Utility System Revenue Bonds, Series 2020" (hereinafter referred to as the "Bonds"), for acquiring, improving and constructing municipal drainage facilities, including the purchase of land, rights-of-way and equipment therefor and to pay costs of issuance, in conformity with the Constitution and laws of the State of Texas, including particularly Texas Local Government Code, Chapter 552, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Bonds are issuable in fully registered form only; shall be dated July 1, 2020 (the "Bond Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Bonds shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		

The Bonds shall bear interest on the unpaid principal amounts from the date of initial delivery of the Bonds at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing February 15, 2021, until maturity or prior redemption.

SECTION 3: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books (the "Security Register") maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the Designated Payment/Transfer Office of the Paying Agent/Registrar (defined below), and at a location within the State of Texas, books and records for the registration, payment and transfer of the Bonds (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement" substantially in the form of attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe; and the Mayor and the City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon

any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities thereof only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after August 15, 2029, shall be subject to redemption prior to maturity, at the option of the City, on August 15, 2028 or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the optional redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the City.

(c) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then

subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Bond (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Security Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the City at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, and the Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each registered owner of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the City of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the City to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder at his request, risk, and expense and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any Bond registered and delivered pursuant to Section 27 hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within 30 days of the date fixed for redemption of such Bond; provided, however, that such limitation of transfer shall not be applicable to an exchange by the Holder of an unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, redemption and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Bond Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 8: Initial Bond(s). The Bonds herein authorized shall be initially issued as a single fully registered bond in the total principal amount of this series with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as one bond for each year of maturity in the applicable principal amount and denomination as referenced in Section 2 hereof and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the purchaser(s), or the designee thereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial

purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Registration, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, typed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof, but the Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

The City may provide for registration of the Bonds in the name of a securities depository, or the nominee thereof. While any Bond is registered in the name of a securities depository or its nominee, references herein and in the Bonds to the holder or owner of such Bond shall mean the securities depository or its nominee and shall not mean any other person.

B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
DRAINAGE UTILITY SYSTEM REVENUE BOND
SERIES 2020

Bond Date: July 1, 2020

Interest Rate: _____

Stated Maturity: _____

CUSIP NO: _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Amarillo, Texas (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter defined, on the Stated Maturity date specified

above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount thereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of initial delivery of the Bonds) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year commencing February 15, 2021. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and shall be made by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing money for acquiring, improving and constructing municipal drainage facilities, including the purchase of land, rights-of-way and equipment therefor and paying costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Chapter 552, as amended.

The Bonds maturing on and after August 15, 2029, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 2028 or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least thirty days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying

Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount hereof redeemed.

In the event of a partial redemption of the principal amount of this Bond, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office and, there shall be issued, without charge therefor, to the registered owner hereof, a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof. If this Bond is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to transfer this Bond to an assignee of the Holder within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are special obligations of the City and, together with the outstanding and unpaid Bonds Similarly Secured (as defined in the Ordinance authorizing the issuance of the Bonds), are payable solely from and secured by a lien on and pledge of the Pledged Revenues (as defined in the Ordinance) of the City's municipal drainage utility system (the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Pledged Revenues. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Pledged Revenues of the System, in the same manner and to the same extent as the Bonds.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the properties constituting the System; the Pledged Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional revenue obligations; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no

longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of non-payment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited and represented and covenanted that the City is a duly organized and legally existing municipal corporation under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid special obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a pledge of the Pledged Revenues of the System as aforestated. In case any provision in this Bond or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City as of the Bond Date.

CITY OF AMARILLO, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

C. Form of Registration Certificate of Comptroller of Public Accounts, to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
)
OF PUBLIC ACCOUNTS) REGISTER NO. _____
)
THE STATE OF TEXAS)

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The office of the Paying Agent/Registrar in Salt Lake City, Utah is the Designated Payment/Transfer Office for this Bond.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, Houston, Texas,
as Paying Agent/Registrar

Registration date:

By _____
Authorized Signature
Amegy Bank Division

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto
(Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number _____) the within
Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this
assignment must correspond with the
name of the registered owner as it
appears on the face of the within Bond in
every particular.

F. The Initial Bond(s) shall be substantially in the form set forth in paragraph B of
this Section, except that the form of a single fully registered Initial Bond shall be modified as
follows:

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
DRAINAGE UTILITY SYSTEM REVENUE BOND
SERIES 2020

Bond Date: July 1, 2020

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and
municipal corporation in the Counties of Potter and Randall, State of Texas, for value received,

hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on August 15 in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
--	--	------------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal amounts hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of the initial delivery of the Bonds) at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2021. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender to Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (the "Paying Agent/Registrar"), at its designated offices, initially in Salt Lake City, Utah, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest shall be payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10: Definitions. That for all purposes of this ordinance and in particular for clarity with respect to the issuance of the Bonds herein authorized and the pledge and appropriation of revenues therefor, the following definitions are provided:

(a) The term "Additional Obligations" shall mean the additional bonds, certificates of obligation, notes or other obligations, which the City reserves the right to issue in the future, as provided in this Ordinance, and as may be outstanding from time to time, payable from and secured by a lien on and pledge of the Pledged Revenues of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Bonds Similarly Secured.

(b) The term "Bonds" or "Series 2020 Bonds" shall mean the "City of Amarillo, Texas Drainage Utility System Revenue Bonds, Series 2020", authorized by this Ordinance, as may be outstanding from time to time.

(c) The term "Bonds Similarly Secured" means the Previously Issued Bonds, the Bonds and Additional Obligations.

(d) The term "Certificate Fund" means the special fund created and established to pay the principal of and interest on the "City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012A," dated November 1, 2012, under the provisions of Ordinance No. 7374 authorizing the issuance of such obligations.

(e) The term "City" shall mean the City of Amarillo, in Potter and Randall Counties, Texas.

(f) The term "Drainage Utility System" and "System" shall mean the City's municipal drainage utility system, including all present and future additions, extensions, replacements, and improvements thereto.

(g) The term "Gross Revenues of the City's Drainage Utility System" and "Gross Revenues" shall mean all revenues, income, and receipts of every nature derived or received by the City from the operation and ownership of the System, including the interest income from the investment or deposit of money in any fund mentioned in this Ordinance.

(h) The term "Maintenance and Operation Expenses" shall mean all reasonable and necessary expenses directly related and attributable to the operation and maintenance of the System, including all salaries, labor, materials, repairs, extensions and other expenses reasonably and properly charged necessary to render efficient service to the City and its inhabitants. Depreciation and expenditures classed under generally accepted accounting principles as capital expenditures shall not be considered as "Maintenance and Operation Expenses" for purposes of determining "Net Revenues".

(i) The term "Net Revenues of the City's Drainage Utility System" and "Net Revenues" shall mean, with respect to any period, all income, revenues, and receipts received from the operation and ownership of the System less Maintenance and Operation expenses of the System during such period.

(j) The terms "Outstanding" and "outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) those Bonds theretofore canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the City by the irrevocable deposit with the Paying Agent/Registrar of money in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Ordinance or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar, or waived;

(3) those Bonds that have been mutilated, destroyed, lost or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 27 hereof; and

(4) those Bonds for which the payment of the principal of, premium, if any, and interest on which has been duly provided for by the City in accordance with law.

(k) The term "Pledged Revenues" shall mean (i) the Net Revenues, plus (ii) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Bonds Similarly Secured.

(l) The term "Previously Issued Bonds" shall mean the following outstanding and unpaid obligations as follows:

"City of Amarillo, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012A," dated November 1, 2012; and

"City of Amarillo, Texas Drainage Utility System Revenue Bonds, Series 2014," dated April 1, 2014.

(m) The term "year" shall mean the regular fiscal year used by the City in connection with the operation of the System, which may be any twelve consecutive months period established by the City.

SECTION 11: Pledge. That the City hereby covenants and agrees that the Pledged Revenues, with the exception of those in excess of the amounts required for the payment and security of the Bonds Similarly Secured, are hereby irrevocably pledged to the payment and security of the Bonds Similarly Secured, and the Pledged Revenues are further pledged irrevocably to the establishment and maintenance of the Interest and Redemption Fund as hereinafter provided. The Bonds Similarly Secured are and will be secured by and payable only from the Pledged Revenues, and are not secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties constituting the System.

Such lien on and pledge of the Pledged Revenues shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer of control of the Pledged Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended. Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the City under this Section, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Pledged Revenues granted by the City under this Section is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 12: Revenue Fund. There has been created and established and shall be maintained on the books of the City, and accounted for separate and apart from all other funds of the City, a special fund entitled the "City of Amarillo, Texas, Drainage Utility System Fund" (hereinafter called the "Revenue Fund"). All Gross Revenues shall be credited to the Revenue Fund immediately upon receipt and revenues deposited to said Revenue Fund shall be pledged and appropriated to the following uses and in the priority shown below:

- First: To the payment of all necessary and reasonable Maintenance and Operation Expenses of the System as said expenses are defined by law.
- Second: To the payment, equally and ratably, of the amounts required to be deposited in the Certificate Fund, Interest and Redemption Fund or other fund or account, respectively, created and established for the payment of principal of and interest on the Bonds Similarly Secured as the same becomes due and payable.
- Third: To the payment of any other indebtedness payable from and secured, in whole or in part, by a lien on and claim against the revenues of the System.
- Fourth: Any revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provisions for the payment thereof, may be appropriated and used for any other purpose now or hereafter permitted by law.

SECTION 13: Interest and Redemption Fund. That for the sole purpose of paying the principal of and interest on all Outstanding Bonds Similarly Secured, as the same come due, there is hereby created and established and shall be maintained at any official depository bank of the City a separate fund entitled the "City of Amarillo Series Drainage Utility System Revenue Bonds Interest and Redemption Fund" (hereinafter called the "Interest and Redemption Fund").

SECTION 14: Deposits of Pledged Revenues; Investments.

(a) The Pledged Revenues shall be deposited into the Interest and Redemption Fund when and as required by this Ordinance.

(b) To the extent permitted by law, money in any Fund mentioned in this Ordinance may, at the option of the City, be invested in investments authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the City's investment policy; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. All interest and income derived from such deposits and investments immediately shall be credited to, and any losses debited to, the Fund from which the deposit or investment was made, and surpluses in any Fund shall or may be disposed of as hereinafter provided. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds Similarly Secured.

SECTION 15: Funds Secured. Money in all funds mentioned in this Ordinance, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the City.

SECTION 16: Debt Service Requirements.

(a) Promptly after the delivery of the Bonds the City shall cause to be deposited to the credit of the Interest and Redemption Fund any accrued interest received from the sale and delivery of the Bonds, and any such deposit shall be used to pay part of the interest next coming due on the Bonds.

(b) In addition to amounts required to be transferred by the ordinances authorizing the Bonds Similarly Secured, the City shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Redemption Fund the amounts, at the times, as follows:

(1) such amounts, deposited in approximately equal monthly installments on or before the 10th day of each month hereafter, commencing with the month during which the Bonds are delivered, or the month thereafter if delivery is made after the 10th thereof, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds and any Additional Obligations on the next succeeding interest payment date; and

(2) such amounts, deposited in approximately equal monthly installments on or before the 10th day of each month hereafter, commencing with the month during which the Bonds are delivered, or the month thereafter if delivery is made after the 10th day thereof, as will be sufficient, together with other amounts, if any, then on hand in the Interest and Redemption Fund and available for such purpose, to pay the principal scheduled to mature and come due on the Bonds and any Additional Obligations on the next succeeding principal payment date.

SECTION 17: Deficiencies; Excess Pledged Revenues.

(a) If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Redemption Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) Subject to making the required deposits to the credit of the Interest and Redemption Fund when and as required by this Ordinance, or any ordinance authorizing the issuance of Additional Obligations, the excess Pledged Revenues may be used by the City for any lawful purpose.

SECTION 18: Payment of Bonds and Additional Obligations. On or before February 15, 2021, and semiannually on or before each August 15 and February 15 thereafter while any of the Bonds Similarly Secured are outstanding and unpaid, the City shall make available to the paying agents therefor, out of the Interest and Redemption Fund, money sufficient to pay such interest on and such principal of the Bonds Similarly Secured as will occur or mature on such dates, respectively. The Paying Agent/Registrar shall destroy all paid Bonds Similarly Secured and furnish the City with an appropriate certificate of cancellation or destruction.

SECTION 19: Final Deposits, Governmental Obligations.

(a) Any Bonds Similarly Secured shall be deemed to be paid, retired, and no longer Outstanding within the meaning of this Ordinance when payment of the principal of, redemption

premium, if any, on such Bond Similarly Secured, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption), or (ii) shall have been provided by irrevocably depositing with, or making available to, the Paying Agent/Registrar therefor, in trust and irrevocably set aside exclusively for such payment, (1) money sufficient to make such payment or (2) Governmental Obligations, as hereinafter defined in this Section, certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, or sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of such paying agent pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of such Paying Agent/Registrar. At such time as a Bond Similarly Secured shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefit of this Ordinance or a lien on and pledge of the Pledged Revenues, and shall be entitled to payment solely from such money or Government Obligations.

(b) Any moneys so deposited with a paying agent may at the direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the paying agent pursuant to this Section which is not required for the payment of the Bonds Similarly Secured, the redemption premium, if any, and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City or deposited as directed by the City.

(c) The City hereby covenants that no deposit will be made or accepted under clause (a)(ii) of this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of the Internal Revenue Code of 1986, as amended.

(d) For the purpose of this Section, the term "Government Obligations" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the City are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

(e) Notwithstanding any other provisions of this Ordinance, all money or Government Obligations set aside and held in trust pursuant to the provisions of this Section for the payment of the Bonds Similarly Secured, the redemption premium, if any, and interest thereon, shall be applied to and used for the payment of such Bonds Similarly Secured, the redemption premium, if any, and interest thereon.

SECTION 20: Additional Obligations.

(a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue, and deliver Additional Obligations, in accordance with law, in any amounts, for any lawful purpose, including the refunding of any Bonds Similarly Secured. Such Additional Obligations, if and when authorized, issued, and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with the Bonds, and all other outstanding Previously Issued Bonds from an irrevocable lien on and pledge of the Pledged Revenues.

(b) The Interest and Redemption Fund mentioned in this Ordinance shall secure and be used to pay all Bonds Similarly Secured. However, each ordinance under which Additional Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Obligations to be deposited to the credit of the Interest and Redemption Fund, the City shall deposit to the credit of the Interest and Redemption Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Obligations then being issued, as the same come due.

(c) That all calculations of average annual principal and interest requirements made pursuant to this Section shall be made as of and from the date of the Additional Obligations then proposed to be issued.

(d) That the principal of all Additional Obligations must be scheduled to be paid or mature on February 15 or August 15, or both, of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on February 15 and August 15.

SECTION 21: Further Requirements for Additional Obligations. Additional Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series, or issue of Additional Obligations shall be issued or delivered unless:

(a) 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 Obligations, 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 Obligations for the year during which such requirements are scheduled to be the greatest.

SECTION 22: General Covenants. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) **Performance.** It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance, and each ordinance authorizing the issuance of Additional Obligations, and in each and every Bond Similarly Secured; that it will promptly pay or cause to be paid the principal of and interest on every Bond Similarly Secured, on the dates and in the places and manner prescribed in such ordinances and Bonds Similarly Secured; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Interest and Redemption Fund; and any holder of the Bonds Similarly Secured may require the City, its officials, and employees, to carry out, respect, or enforce the covenants and obligations of this

Ordinance, or any ordinance authorizing the issuance of Additional Obligations, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the City, its officials, and employees.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds registered in the names of the registered owners thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures, and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, building, structures, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds Similarly Secured, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds Similarly Secured in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. While the Bonds Similarly Secured are Outstanding and unpaid the City shall continuously and efficiently operate the System, and shall maintain the System in good condition, repair, and working order, at all reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 17(b) hereof.

(f) Further Encumbrance. While the Bonds Similarly Secured are Outstanding and unpaid, the City shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Ordinance or such pledge is equal to or less than \$10,000; but the right of the City to issue revenue bonds payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While the Bonds Similarly Secured are Outstanding and unpaid, the City shall not sell, convey, mortgage, encumber, lease, or in any

manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any property, machinery, fixtures, or equipment, it may sell or otherwise dispose of such property, machinery, fixtures, or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined by resolution of the City Council that no such replacement or substitute is necessary.

(h) Insurance.

(1) The City shall cause to be insured such parts of the System as would usually be insured by corporations operating like properties, with a responsible insurance company or companies or through self insurance, against risks, accidents, or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the owners of the Bonds and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Bonds Similarly Secured, ratably in the proportion that the outstanding principal of each series or issue of Bonds Similarly Secured bears to the total outstanding principal of all Bonds Similarly Secured, provided that if on any such occasion the principal of any such series or issue is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Bonds Similarly Secured is subject to redemption, then for the purchase on the open market and retirement of said Bonds Similarly Secured in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Bond Similarly Secured shall not exceed the redemption price of such Bond Similarly Secured on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account,

will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(i) Rate Covenant. The City Council of the City will fix, establish, maintain, and collect such rates, charges, and fees for the use and availability of the System at all times as are necessary to produce revenues of the System sufficient, together with any other Pledged Revenues, (1) to pay all current operation and maintenance expenses of the System, and (2) to produce Pledged Revenues for each year at least equal to 1.25 times the principal and interest requirements of all then Outstanding Bonds Similarly Secured for the year during which such requirements are scheduled to be the greatest.

(j) Records. It will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the System, the Pledged Revenues, and the Funds mentioned in this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any owner of a Bond.

(k) Audits. After the close of each year while any of the Bonds Similarly Secured are Outstanding, an audit will be made of the books and accounts relating to the System and the Pledged Revenues by an independent certified public accountant, or an independent firm of certified public accountants. As soon as practicable after the close of each such year, and when said audit has been completed and made available to the City, a copy of such audit for the preceding year shall be mailed to the Municipal Advisory Council of Texas and to any holder of 5% or more in aggregate principal amount of then Outstanding Bonds Similarly Secured who shall so request in writing. Such annual audit reports shall be open to the inspection of the owners of the Bonds Similarly Secured and their agents and representatives at all reasonable times.

(l) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(m) Competition. It will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities which might be used as a substitute for the System's facilities, and, to the extent that it legally may, the City will prohibit any such competing facilities.

SECTION 23: Ordinance to Constitute Contract - Amendment of Ordinance. This Ordinance shall constitute a contract with the Holder of any Bond from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 34 hereof. The City, may, without the consent of or notice to any Holders of Bonds, from time to time and at any time,

amend this Ordinance in any manner not detrimental to the interests of the Holders of any Bond, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the written consent of the Holders of Bonds owning a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition or rescission shall (a) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor or the rate of interest thereon or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (b) give any preference to any Bond over any other Bond or (c) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition or rescission.

SECTION 24: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Redemption Fund as required by this Ordinance or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the registered owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specifications of such remedies shall not be deemed to be exclusive.

SECTION 25: Covenants to Maintain Tax-Exempt Status.

(a) **Definitions.** When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds, or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds Bonds, other than taxes of

general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (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 shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such

purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Redemption Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager, Deputy City Manager, any Assistant City Manager or Director of Finance, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 26: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 27: Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, Stated Maturity, and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every cause of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing replacement bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of the Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such bonds in the form and manner and with the effect, as provided in the Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 28: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying

Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the City.

SECTION 29: Sale of the Bonds - Official Statement Approval. Pursuant to a public sale for the Bonds, the bid submitted by _____ (herein referred to collectively as the "Purchasers") is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Bonds to the Purchasers at the price of par plus premium in the amount of \$_____ is hereby determined to be in the best interests of the City and is approved and confirmed. Delivery of the Bonds to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.. The Initial Bond shall be registered in the name as provided in the winning bid.

Furthermore, the use of the Preliminary Official Statement, in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of sale (together with changes approved by the Mayor, City Manager, Deputy City Manager, any Assistant City Manager or Director of Finance, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement dated July 14, 2020, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such Official Statement in the final form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 30: Control and Custody of Bonds. The Mayor of the City is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Secretary, City Manager, Deputy City Manager, any Assistant City Manager and Director of Finance, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Bonds, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts and the delivery of the Bonds to the purchasers and, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 31: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale of the Bonds, less additional proceeds of \$_____, shall be deposited for the payment of costs of issuance and to finance the permanent public improvements referenced in Section 1 hereof. Any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Redemption Fund. Additional proceeds of \$_____ shall be deposited to the credit of the Interest and Redemption Fund. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all

authorized projects or purposes shall be deposited to the credit of the Interest and Redemption Fund or to another fund created for the payment of any Bond.

SECTION 32: Legal Opinion. The Purchasers' obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payable for the Bonds. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 33: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 34: Continuing Disclosure Undertaking.

(a) Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2 12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning in or after 2020, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 6 in the Official Statement, and (2) within twelve months after the end of each fiscal year ending in or after 2020, audited financial statements of the City. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data and financial statements to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items 15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY,

WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to Subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 35: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, any Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, City Manager, Deputy City Manager, any Assistant City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer

before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 36: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, Bond Counsel for the City and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, Bond Counsel for the City and the Holders.

SECTION 37: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 38: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 39: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall take effect and be in full force immediately from and after its date of adoption shown below.

[Remainder of page intentionally left blank]

FINALLY PASSED AND ADOPTED, this July 14, 2020.

CITY OF AMARILLO, TEXAS

Mayor

ATTEST:

City Secretary



(CITY SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of July 14, 2020 (this "Agreement"), by and between Zions Bancorporation, National Association, Amegy Bank Division, a national banking association organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the "Bank") and the City of Amarillo, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Amarillo, Texas Drainage Utility System Revenue Bonds, Series 2020" (the "Securities"), such Securities scheduled to be delivered to the initial purchasers thereof on or about August 11, 2020; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the "Authorizing Document".

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Section 2271.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any

of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer

to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

Zions Bancorporation, National Association, Amegy Bank Division
One South Main Street, 12th Floor
Salt Lake City, UT 84133

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register – Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office and at the Bank's office shown on the signature page hereof books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be

reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank, and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register, provided the Bank is not prohibited from providing such notice.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become

due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, and in the event the Bank has the capability to comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls, the Bank will comply with the "Operational Arrangements".

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature pages hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 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 Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank 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 Bank 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 Bank 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 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[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.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By: _____

Title: _____
Amegy Bank Division

Address: 1801 Main Street, Suite 1190
Houston, Texas 77002

[signature page to Paying Agent/Registrar Agreement]

CITY OF AMARILLO, TEXAS

By: _____
Mayor

Address: 601 S. Buchanan
Amarillo, Texas 79105

Attest:

City Secretary

[signature page to Paying Agent/Registrar Agreement]

ANNEX A
TO PAYING AGENT/REGISTRAR AGREEMENT
BANK'S FEES AND CHARGES



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	
Department	Parks & Recreation		
Contact	David Wilson, Assistant Director of Parks and Recreation		

Agenda Caption
PUBLIC HEARING AND CONSIDERATION OF ORDINANCE _____ (Contact: David Wilson, Assistant Director of Parks and Recreation) This is 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.

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.

ORDINANCE NO. 41862

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 _____ day of _____, 2019; and PASSED on Second and Final Reading the _____ day of _____, 2019.

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 or 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 regarding 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 use 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.

D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 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 first 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 first 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.

ATTEST:

Ginger Nelson, Mayor

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



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.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	N/A
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Department	Public Works
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Agenda Caption

CONSIDERATION OF ORDINANCE NO. _____
(Contact: Donny Hooper, Assistant Public Works Director)
This is 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.

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

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; PROVIDING 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



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 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 Amarillo 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,

A handwritten signature in black ink, appearing to read 'KH', with a long horizontal flourish extending to the right.

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

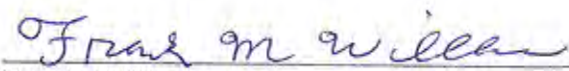
June 25, 2020

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. _____
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.

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



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	July 14, 2020	Council Priority	Civic Pride
Department	Community Development		
Contact	Juliana Kitten, Director of Community Development		

Agenda Caption

CONSIDER APPROVAL – RESOLUTION FOR THE 2019 EMERGENCY SOLUTIONS GRANT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA)

The Amarillo Continuum of Care is eligible to receive an Emergency Solutions Grant award up to \$676,479 for 2020 grant year and CARES funding to provide street outreach and rapid re-housing to persons experiencing homelessness.

The 2020 annual application is in the amount of \$178,947

CARES Funding in the amount of \$141,060

EGS Coordination Grant in the amount of \$356,472

Agenda Item Summary

The Emergency Solutions Grant is a U.S. Department of Housing and Urban Development (HUD) funded program passed through the Texas Department of Housing and Community Affairs (TDHCA) to provide services to persons experiencing homelessness. The Amarillo Continuum of Care for the Homeless is eligible to receive an Emergency Solutions Grant award up to \$676,479 for 2020 grant year. The Grant will provide street outreach and homeless rapid re-housing and support the Emergency Shelter that was put in place to help with social distancing for the COVID-19 response.

Requested Action

Approve the resolution for the 2020 Emergency Solutions Grant application to the Texas Department of Housing and Community Affairs in the amount of \$676,479.

Funding Summary

The Emergency Solutions Grant will fund Homeless Services to the following agencies:

- City of Amarillo – Street Outreach \$107,368
- City of Amarillo – Homeless Rapid re-housing \$71,579
- City of Amarillo- Emergency Shelter \$ 60,000
- 211- Rapid re-housing \$52,497
- Martha’s Home-\$31,498
- Guyon Saunders Resource Center-\$20,999

Community Engagement Summary

The Amarillo Continuum of Care solicits applications from homeless service providers and reviews funding requests to recommend a collaborative application to be submitted to TDHCA.

Staff Recommendation

Staff recommends that the Community Development Department as the lead agency of the Amarillo Continuum of Care submit the 2020 Application for Emergency Solutions Grant to the TDHCA.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS (“CITY”) AUTHORIZING THE SUBMISSION OF A 2020 EMERGENCY SOLUTIONS GRANT (ESG) APPLICATION TO THE OFFICE OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (“TDHCA”) AND DESIGNATING THE DEPUTY CITY MANAGER TO ACT AS THE CITY’S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO CITY’S PARTICIPATION IN SUCH GRANT PROGRAM; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) currently serves as the State Administrative Agency for the U.S. Department of Housing and Urban Development (HUD), which provides grant funding that can be used to support programs and projects aimed at aiding persons that are at-risk of homelessness or homeless to help those persons quickly regain stability in permanent housing; and

WHEREAS, the City is eligible to apply for and receive funding through the TDHCA for the Emergency Solutions Grants (ESG) program; and

WHEREAS, the City intends to file this application under the TDHCA’s FY20 Request for Applications for such ESG program by the submission deadline; and

WHEREAS, the City Council finds it in the best interest of the City of Amarillo’s citizens to apply for said grant funding to implement projects to develop specific strategic goals for coordination of community efforts to help the at-risk homeless and homeless regain permanent housing stability; and

WHEREAS, the City Council designates the Deputy City Manager as the grantee’s authorized official to apply for, accept, reject, alter, or terminate the application and/or subsequent SHSP grant on behalf of the City.

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

Section 1. The City Council does hereby approve the submission of TDHCA’s FY20 Request for grant application on behalf of the City of Amarillo for the ESG program.

Section 2. This application shall be for funds to implement projects specifically enumerated to aid individuals that are at-risk of homelessness or homeless and provide essential permanent housing stability for those residents.

Section 3. In the event of loss or misuse of ESG program funds, the City Council assures that these funds will be returned to the TDHCA in full.

Section 4. The City Council further designates the Deputy City Manager as the grantee’s authorized official to apply for, accept, reject, alter, or terminate the application and/or subsequent grant on behalf of the City.

Section 5. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

Section 6. Should any word, phrase, or part of this Resolution be found as invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

Section 7. This Resolution shall be effective on and after its adoption.

PASSED AND APPROVED this 14th day of July, 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)**

**FIRST AMENDMENT TO
CONTRACT NUMBER 42186110073**

**WITH
CITY OF AMARILLO,**
a political subdivision of the State of Texas

CFDA No.: 14.231

Awarding Federal Agency: United States Department of Housing and Urban Development (HUD)

Federal Award Number: E18-DC-48-0001

Federal Award Year: 2018

Pass Through Entity: Texas Department of Housing and Community Affairs

Unique Entity Identifier Number: 65032807

This First Amendment to FY 2018 Emergency Solutions Grants ("ESG") Program Contract Number 42186110073 ("**First Amendment**") by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas ("**Department**"), and **CITY OF AMARILLO**, a political subdivision of the State of Texas ("**Subrecipient**"), hereinafter collectively referred to as "**Parties**", is executed to be effective on the date provided herein.

RECITALS

WHEREAS, on April 2, 2020 and April 1, 2020, the Department and Subrecipient, respectively, executed that Emergency Solutions Grants Program Contract Number 42186110073 to be effective on November 1, 2019 ("**Contract**"); and

WHEREAS, on or about March 31, 2020, HUD issued a memorandum regarding the "Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19" ("**Memorandum**") to facilitate assistance to eligible communities and households economically impacted by COVID-19 by waiving consolidated plan requirements for certain CPD programs, including the ESG program; and

WHEREAS, the Department's Executive Director accepted the waiver flexibility option for the Department's ESG program with an anticipated start date of April 5, 2020; and

WHEREAS, the Contract failed to require compliance with the information security and privacy requirements under 10 TAC §1.24; and

WHEREAS, in accordance with Section 13 of the Contract, the Department has authority to amend the Contract to revise the privacy provisions in the Contract and to add special conditions to the Contract consistent with the Memorandum; and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 26, Compliance with Laws, of the Contract is hereby amended to add new Subsection L to read as follows:

"L. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
 2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link."
2. Section 35, Special Conditions, of the Contract is hereby amended to add new Subsections H to read as follows:

"H. HUD REGULATORY WAIVERS FOR COVID-19

1. As a result of the COVID-19 pandemic, HUD expanded eligible uses of Homeless Management Information System ("HMIS"). HUD waived 24 CFR §576.107(a)(2) which authorizes the use of ESG funds for managing and operating the HMIS funds only if the recipient is the HMIS lead agency. This waiver allows ESG Subrecipients to pay the costs outlined in 24 CFR §576.107(a)(2), even if the ESG Subrecipient is not an HMIS lead agency, to the extent necessary to allow any recipient to use ESG funds to pay for costs of upgrading or enhancing its local HMIS to incorporate data on ESG participants and ESG activities related to COVID-19. The waiver of 24 CFR §576.107(a)(2) is in effect from April 5, 2020, to September 30, 2020.
2. As a result of the COVID-19 pandemic, HUD changed re-evaluations from three (3) months to six (6) months for homelessness prevention. HUD waived 24 CFR §576.401(b) which requires a re-evaluation of the program participant's eligibility and the types/amounts of assistance to occur not less than once every three (3) months. With the waiver, re-evaluations for homelessness prevention will be required not less than once every six (6) months. Waiving three (3) month re-

evaluation requirement for homelessness prevention assistance is necessary to help program participants remain stable in housing during the economic uncertainty caused by COVID-19. This waiver is in effect from April 5, 2020, to March 31, 2022.

3. As a result of the COVID-19 pandemic, HUD suspended monthly case management. HUD waived 24 CFR §567.401(e) which requires program participants to meet with a case manager not less than once per month, unless the Violence Against Women Act of 1994 or Family Violence Prevention and Services Act prohibits the shelter or housing being conditional on the program participant's acceptance of services. Waiving the monthly case management requirement until May 31, 2020, will allow ESG Subrecipients to provide case management on an as-needed basis and reduce the possible spread and harm of COVID-19. This waiver is in effect from April 5, 2020, to August 22, 2020.
 4. As a result of the COVID-19 pandemic, HUD waived the Fair Market Rent ("FMR") requirement. HUD waived 24 CFR §576.106(d)(1) which requires total gross rent to be equal or less than the FMR established by HUD. Moving people into permanent housing is especially critical to prevent COVID-19, and this waiver will assist providers to more quickly locate additional units to house persons experiencing homelessness. The rent reasonableness standard still applies. The FMR requirement is waived for program participants that execute a lease from April 5, 2020, to September 30, 2020. The higher FMR limits may be used throughout the term of the lease.
 5. If as a result of the COVID-19 pandemic, HUD extends the time period for the above mentioned COVID-19 related waivers and there are no substantive changes associated with said extension, the Department may allow use of the waivers for the extended time period without the requirement of a written amendment hereto. In such an event, however, Subrecipient should retain any written correspondence from the Department regarding said extension of the COVID-19 related waivers."
3. All of the remaining terms of the Contract shall be and remain in full force and effect. If the terms of this First Amendment and the terms of the Contract are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.
 4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
 5. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

6. If any of the Parties returns a copy of this First Amendment by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
7. By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This First Amendment shall be effective on April 5, 2020.

AGREED TO AND EXECUTED BY:

SUBRECIPIENT:

CITY OF AMARILLO,
a political subdivision of the State of Texas

By: _____
Name: Kevin Starbuck
Title: Assistant City Manager

Date: _____

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By: _____
Name: Abigail Versyp
Title: Its duly authorized officer or representative

Date: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)

FIRST AMENDMENT TO
CONTRACT NUMBER 42196110042
WITH

CITY OF AMARILLO,
a political subdivision of the State of Texas

CFDA No.: 14.231

Awarding Federal Agency: United States Department of Housing and Urban Development (HUD)

Federal Award Number: E19-DC-48-0001

Federal Award Year: 2019

Pass Through Entity: Texas Department of Housing and Community Affairs

Unique Entity Identifier Number: 65032807

This First Amendment to FY 2019 Emergency Solutions Grants ("ESG") Program Contract Number 42196110042 ("First Amendment") by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas ("Department"), and **CITY OF AMARILLO**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "**Parties**", is executed to be effective on the date provided herein.

RECITALS

WHEREAS, on November 7, 2019 and November 5, 2019, the Department and Subrecipient, respectively, executed that Emergency Solutions Grants Program Contract Number 42196110042 to be effective on November 1, 2019 ("**Contract**"); and

WHEREAS, on or about March 31, 2020, HUD issued a memorandum regarding the "Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19" ("**Memorandum**") to facilitate assistance to eligible communities and households economically impacted by COVID-19 by waiving consolidated plan requirements for certain CPD programs, including the ESG program; and

WHEREAS, the Department's Executive Director accepted the waiver flexibility option for the Department's ESG program with an anticipated start date of April 5, 2020; and

WHEREAS, the Contract failed to require compliance with the information security and privacy requirements under 10 TAC §1.24; and

WHEREAS, in accordance with Section 13 of the Contract, the Department has authority to amend the Contract to revise the privacy provisions in the Contract and to add special conditions to the Contract consistent with the Memorandum; and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 26, Compliance with Laws, of the Contract is hereby amended to add new Subsection L to read as follows:

“L. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
 2. Information Security and Privacy Agreement (“ISPA”). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department’s website at the “Information Security and Privacy Agreement” link.”
2. Section 35, Special Conditions, of the Contract is hereby amended to add new Subsections H to read as follows:

“H. HUD REGULATORY WAIVERS FOR COVID-19

1. As a result of the COVID-19 pandemic, HUD expanded eligible uses of Homeless Management Information System (“HMIS”). HUD waived 24 CFR §576.107(a)(2) which authorizes the use of ESG funds for managing and operating the HMIS funds only if the recipient is the HMIS lead agency. This waiver allows ESG Subrecipients to pay the costs outlined in 24 CFR §576.107(a)(2), even if the ESG Subrecipient is not an HMIS lead agency, to the extent necessary to allow any recipient to use ESG funds to pay for costs of upgrading or enhancing its local HMIS to incorporate data on ESG participants and ESG activities related to COVID-19. The waiver of 24 CFR §576.107(a)(2) is in effect from April 5, 2020, to September 30, 2020.
2. As a result of the COVID-19 pandemic, HUD changed re-evaluations from three (3) months to six (6) months for homelessness prevention. HUD waived 24 CFR §576.401(b) which requires a re-evaluation of the program participant’s eligibility and the types/amounts of assistance to occur not less than once every three (3) months. With the waiver, re-evaluations for homelessness prevention will be required not less than once every six (6) months. Waiving three (3) month re-

evaluation requirement for homelessness prevention assistance is necessary to help program participants remain stable in housing during the economic uncertainty caused by COVID-19. This waiver is in effect from April 5, 2020, to March 31, 2022.

3. As a result of the COVID-19 pandemic, HUD suspended monthly case management. HUD waived 24 CFR §567.401(e) which requires program participants to meet with a case manager not less than once per month, unless the Violence Against Women Act of 1994 or Family Violence Prevention and Services Act prohibits the shelter or housing being conditional on the program participant's acceptance of services. Waiving the monthly case management requirement until May 31, 2020, will allow ESG Subrecipients to provide case management on an as-needed basis and reduce the possible spread and harm of COVID-19. This waiver is in effect from April 5, 2020, to August 22, 2020.
 4. As a result of the COVID-19 pandemic, HUD waived the Fair Market Rent ("FMR") requirement. HUD waived 24 CFR §576.106(d)(1) which requires total gross rent to be equal or less than the FMR established by HUD. Moving people into permanent housing is especially critical to prevent COVID-19, and this waiver will assist providers to more quickly locate additional units to house persons experiencing homelessness. The rent reasonableness standard still applies. The FMR requirement is waived for program participants that execute a lease from April 5, 2020, to September 30, 2020. The higher FMR limits may be used throughout the term of the lease.
 5. If as a result of the COVID-19 pandemic, HUD extends the time period for the above mentioned COVID-19 related waivers and there are no substantive changes associated with said extension, the Department may allow use of the waivers for the extended time period without the requirement of a written amendment hereto. In such an event, however, Subrecipient should retain any written correspondence from the Department regarding said extension of the COVID-19 related waivers."
3. All of the remaining terms of the Contract shall be and remain in full force and effect. If the terms of this First Amendment and the terms of the Contract are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.
 4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
 5. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

6. If any of the Parties returns a copy of this First Amendment by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
7. By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This First Amendment shall be effective on April 5, 2020.

AGREED TO AND EXECUTED BY:

SUBRECIPIENT:

CITY OF AMARILLO,
a political subdivision of the State of Texas

By: _____
Name: Kevin Starbuck
Title: Assistant City Manager

Date: _____

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By: _____
Name: Abigail Versyp
Title: Its duly authorized officer or representative

Date: _____



**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Emergency Solutions Grant-ESG

Responsible Entity: City of Amarillo, PO Box 1971 Amarillo, TX 79105

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: 42186110073

Preparer: Amy Dixon

Certifying Officer Name and Title: Kevin Starbuck- Assistant City Manager

Consultant (if applicable):

Project Location: 808 S. Buchanan St, Amarillo, TX 79101

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

Administration Support Services Operating Costs and Public Services within the following funding categories for Emergency Solutions Grants: Emergency Shelter, Homelessness Prevention and Rapid Re-housing Assistance.

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
There are no extraordinary circumstances which would require completion of an EA, NEPA, and this project may remain CEST.

Funding Information

Grant Number	HUD Program	Funding Amount
	ESG CARES	\$422,575

Estimated Total HUD Funded Amount: \$422,575

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable):

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

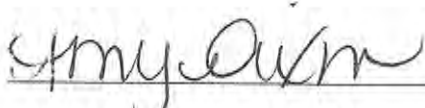
Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations (see appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☒	Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994	Yes No ☐ ☒	Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is

[42 USC 4001-4128 and 42 USC 5154a]	exempted from flood insurance.
-------------------------------------	--------------------------------

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Preparer Signature:  Date: 6/19/2020

Name/Title/Organization: Amy Dixon -CoC Program Coordinator -City of Amarillo

Responsible Entity Agency Official Signature:

_____ Date: _____

Name/Title: Kevin Starbuck- Assistant City Manager-City of Amarillo

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

APPENDIX A: Related Federal Laws and Authorities

Airport Runway Clear Zones

General policy	Legislation	Regulation
It is HUD’s policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D

1. Does the project involve the sale or acquisition of developed property?
☒ No

Based on the response, the review is in compliance with this section.

Yes

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.

Supporting documentation

Are formal compliance steps or mitigation required?

- ☒ Yes
☐ No

Coastal Barrier Resources

General requirements	Legislation	Regulation
HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.	Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	

1. ☒ Is the project located in a CBRS Unit?
No

Document and upload map and documentation below.
Yes

Screen Summary**Compliance Determination**

This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in compliance with the Coastal Barrier Resources Act.

Supporting documentation

Are formal compliance steps or mitigation required?

- ☒ Yes
No

Flood Insurance

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).

1. **Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?**

✓ No. This project does not require flood insurance or is excepted from flood insurance.

Based on the response, the review is in compliance with this section.

Yes

Screen Summary**Compliance Determination**

Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

Supporting documentation**Are formal compliance steps or mitigation required?**

Yes

✓ No