

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MARCH 28, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
 - (1) Review agenda items for regular meeting and attachments;
 - (2) Budget Presentation on Revenue;
 - (3) Update on Inn of Amarillo; and
 - (4) Consider future Agenda items and request reports from City Manager.
 - B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
 - (a) Sec.551.071 - Consult with Attorney about pending or contemplated litigation, resolution or settlement of same.
Pending litigation: City of Amarillo vs. Mission Clay Pipe, et al.
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REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street Methodist Church

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

1. CONSENT AGENDA:

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

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

- A. Minutes:
Approval of the City Council minutes of the regular meeting held on March 21, 2017.
- B. Purchase – Refuse Bags.
Award by competitive bid:

Lot #1 – Refuse Bags
X-L Plastics Inc. -- \$78,424.50
This item is the scheduled purchase of Solid Waste Refuse Bags that are made available to the customers that are served by hand collection. This award will be used by the City of Amarillo Solid Waste Division for daily operational requirements.

- C. Award – Demolition of Inn of Amarillo, 601 West Amarillo Boulevard:
Award to Tasman Geosciences, Inc. – \$777,000.00

This item approves Bid No. 5638 Demolition with Asbestos and Debris Removal of the Inn of Amarillo, 601 West Amarillo Boulevard.

- D. Approval – Renovation of the Indoor Pool at the Charles E. Warford Activity Center:

Awarded to Sunbelt Pools – \$488,031

This item approves and awards a contract to Sunbelt Pools for the turn key renovation of the indoor pool at the Charles E. Warford Activity Center, formerly known as the North Branch YMCA located at 1330 Northwest 18th Avenue.

- E. Approval – Interlocal Contract – Department of Public Safety Crime Laboratory Service (DPS):

This item will provide a dedicated forensic scientist to perform analysis of controlled substances, marijuana, and synthetic drugs for APD – Year One \$73,285.85, Year Two \$78,665.08.

- F. Approval – Rental Housing Rehabilitation Project:

Project Owner: Collins Family Properties, LLC

Total Project Cost -- \$539,990

Total CDBG Funding -- \$240,000

This is approval of a rental housing rehabilitation project to construct four single-family duplex rental units at 601 North Monroe Street, 603 North Monroe Street, 609 North Monroe Street and 302 North Madison Street. Of the \$539,990 total cost for this project, the project owner will provide \$290,990 of the funding. The City Community Development Block Grant – Home Rental Rehabilitation Program will provide the remainder or \$240,000 of project funding. This Community Development funding is from federal funds allocated to the City for this purpose.

- G. Approval -- Task Order 19 between RS&H, Inc. and the Rick Husband Amarillo International Airport for Design and Bid Services:

This is approval for the design and bid services for the refurbishment of the elevator located in the airport parking garage. This includes an alternate for adding a second elevator into the vacant shaft adjacent. The total cost of Task Order 19 is \$73,400.

- H. Approval - Agreement for Summer Food Service Program:
Amarillo Independent School District (AISD)

This item approves an agreement with the Amarillo Independent School District to prepare and deliver meals to 55 sites including schools, city parks, and community centers during the summer from June 5, 2017 through August 11, 2017. AISD has provided this service in the past and desires to continue its participation in the Summer Lunch Program. The AISD rates to be charged are \$0.85 per snack and \$3.00 per lunch. The cost will be reimbursed by the City's Summer Lunch Program from the Texas Department of Agriculture.

NON-CONSENT AGENDA

2. **ORDINANCE NO. 7661: AMENDMENT TO THE CITY OF AMARILLO GENERAL FUND 2016/2017 BUDGET:**

This is the first reading of an ordinance to amend the City of Amarillo General Fund 2016/2017 Budget by \$620,000 for demolition of the Inn of Amarillo.

3. **ORDINANCE NO. 7660:**

This is the second and final reading of an ordinance rezoning Lot 28, Mays Ranches Unit No. 21, in Section 228, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 (MF-1) and Light Industrial (L-1) to General Retail (GR).

4. **RESOLUTION – VACATION OF PUBLIC UTILITY EASEMENT:**

This resolution considers possible action vacating a 20' public utility easement in Block 215, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

5. **RESOLUTION – SUPPORTING THE EXTENSION OF INTERSTATE 27:**

This resolution amends Resolution No. 12-20-16-3 supporting the extension of Interstate 27 as a High Priority Corridor on the National Highway System along with the Ports-to-Plains and supports State Loop 335.

6. **RESOLUTION – PUBLIC HEARING:**

This resolution considers ordering the removal of a substandard structure located at 1600 South Palo Duro Street. The public hearing was previously heard on March 14, 2017. The public hearing portion is closed.

7. **CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS:**

This item is for discussion and consideration of an appointment to vacant and expiring positions on Boards and Commissions:

Traffic Advisory Board

MISCELLANEOUS

1. Boards and Commission – needed appointments as listed on attached.

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

Posted this 24th day of March 2017.

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

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 21st day of March 2017, the Amarillo City Council met at 4:00 p.m. for a work session and then at 5:00 p.m. for the regular session in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE
ELISHA DEMERSON
LISA BLAKE
RANDY BURKETT
MARK NAIR

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

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

JARED H. MILLER
BOB COWELL
BRYAN MCWILLIAMS
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
DEPUTY CITY ATTORNEY
MANAGEMENT ANALYST
CITY SECRETARY

The invocation was given by Greg Dowell, Amarillo Central Church of Christ. Mayor Harpole led the audience in the Pledge of Allegiance.

PUBLIC COMMENT:

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

Mildred Darton, 2005 Northwest 14th Avenue, offered a sincere heartfelt thank you to the City Manager and staff for the viable funding path to demolish the Inn of Amarillo. She stated this neighborhood has been neglected over the years. Benjamin F. Roberts, 1007 North Hayden Street, also spoke on the Inn of Amarillo. He applauded the Council for their service and being effective. He stated that North Amarillo has many third-world situations. James Schenck, 6216 Gainsborough Street, stated the best idea to demolish the Inn of Amarillo was to use AEDC funds. He further stated that campaign signs were not temporary signs. He inquired about Senate Bill 2, and whether the City would vote on this bill. Councilmember Nair affirmed that the majority of the expense for the demolition of the Inn of Amarillo was for asbestos removal. Dutch Hartfelder Worth, 1004 South Lamar Street, questioned the timing discrepancies on the red light cameras between yellow and red lights. Jesse Pfrimmer, 5723 South Milam Street, questioned if Item B was replacing pipe that is currently in litigation. He also suggested the Council support North Heights in advocating for a community school. There were no further comments.

ITEM 1: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Burkett to approval of the consent agenda, seconded by Councilmember Blake.

A. **Minutes:**

Approval of the City Council minutes of the regular meeting held on March 21, 2017.

B. **Award – Hillside Terrace Estates 30" Sewer Replacement Contract 2 (Project No. 521943):**

Spiess Construction Company, Inc. -- \$8,655,030.00 (Alignment 2)
This item is to approve the contract for construction services for Spiess Construction Company, Inc. to install a new 30-inch sewer pipeline.

- C. Award – Topping Off Motor Fuel Annual Contract:
Award to Davidson Oil -- \$618,505.55 (estimated)
This award is to approve a contract for the purchase of the Topping Off Motor Fuel annual contract.

- D. Award – Agriculture Fertilizer Annual Contract:

Harrell's LLC	\$ 53,173.10
BWI Companies, Inc.	\$ 54,959.00
Pro Chem Co.	\$ 52,110.00
Total Award:	\$160,242.10

This award is to approve an annual contract for the purchase of agriculture fertilizer for the City of Amarillo.

- E. Approval – Purchase Agreement for Easement for Project No. 521943 -- \$444,640.00:

This item is to approve the purchase agreement between P Dub Investments, Ltd. and the City of Amarillo.

- F. Approval – Amendment Number Four to the Existing Lease for Wonderland Park:

This amendment between the City of Amarillo and Wonderland Park amends the term of the lease an additional ten-years with a lease expiration of December 31, 2040, and adds an additional 0.46 acre tract of land on the west boundary of the current lease park property, north of the large existing parking lot. The expansion will allow for additional covered seating for group outings and concrete pad placement for two additional future amusement rides.

- G. Approval – Dedication of Right-of-Way:

This declaration dedicates the right-of-way for the future expansion of 34th Avenue from Grand Street to Eastern Street as well as the future expansion of Eastern Street from 34th Avenue approximately one-mile south.

- H. Aviation Clear Zone Easement:

Aviation Clear Zone Easement being 4,600 feet above mean sea level above the plat of Dremmel Addition Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 152, Block 2, AB&M Survey, Randall County, Texas from Doug Morris.

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

NON-CONSENT AGENDA

ITEM 2: Mayor Harpole presented the first reading of an ordinance rezoning Lot 28, Mays Ranches Unit No. 21, in Section 228, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 (MF-1) and Light Industrial (L-1) to General Retail (GR). This item was presented by AJ Fawver, Planning Director. Motion was made by Councilmember Nair, seconded by Councilmember Blake, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7660

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 MAYS AVENUE AND SOUTH VIRGINIA STREET, RANDALL COUNTY, TEAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair;

voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3: Mayor Harpole presented a resolution conducting a public hearing on and considers ordering the removal of a substandard structure located at 205 North Fairmont Street. Mayor Harpole closed the public hearing. Motion was made by Councilmember Demerson to select Options II and V; seconded by Councilmember Nair, that the following captioned resolution be passed:

RESOLUTION NO. 03-21-17-1

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

Randy Schuster, Deputy Building Official was sworn in. Mr. Schuster stated the property at 205 North Fairmont Street consists of a fire damaged residential structure, an accessory structure and an old foundation. There has been little effort to remove or repair this structure. There have been no recent applications for permits to abate the nuisance and demolition is recommended. The property is a nuisance to the community and creates an unsafe environment. There are \$407.62 current taxes due and \$1,012.57 in delinquent taxes due on the property. There has been no water service since February 2016. The City has liens in the amount of \$338.11 due for mowing and cleanup. Mayor Harpole asked if there was an owner, property owner or neighbor in attendance. There were no other comments.

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

ITEM 4: Mayor Harpole presented a resolution conducting a public hearing on and considers ordering the removal of a substandard structure located at 3719 Rio Grande Street. Mayor Harpole closed the public hearing. Motion was made by Councilmember Nair to select Options II and V; seconded by Councilmember Demerson, that the following captioned resolution be passed:

RESOLUTION NO. 03-21-17-2

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

Randy Schuster, Deputy Building Official, and Robert Rodriguez were sworn in. Mr. Schuster stated the property at 3719 Rio Grande Street consists of a partially collapsed accessory structure. There has been little effort to remove or repair this structure. There have been no recent applications for permits to abate the nuisance and demolition is recommended. The property is a nuisance to the community and creates an unsafe environment. There are \$104.56 current taxes due and there are no delinquent taxes due on the property. The City has no liens for mowing and cleanup. Mayor Harpole asked if there was an owner, property owner or neighbor in attendance. Robert Rodriguez, 3612 Rio Grande Street, stated he was a neighbor and he was worried about the building collapsing. There were no other comments.

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

ITEM 5: Mayor Harpole advised that appointments are needed for certain boards and commissions.

Councilmember Burkett stated since Joshua Raef did not accept the appointment the next in line was William Sumerford. Mayor Harpole stated he was not consulted on the last appointments to this board. Councilmember Nair stated Council had agreed on term limits, rotating people and special considerations for certain boards. He further stated because the Chair of the Committee has recommended Dean Roper for another

term, he motioned to reappoint Mr. Roper, seconded by Councilmember Blake, such term to expire October 1, 2019.

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

Motion was made by Councilmember Nair to reappoint Belinda Taylor to the Bi-City County Health District Board, seconded by Councilmember Blake, such term to expire January 31, 2020. Councilmember Demerson stated since no other applicants expressed interest he would defer to what the board has requested.

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

Motion was made by Councilmember Nair to appoint Scottie South to the Traffic Advisory Board, seconded by Mayor Harpole. Councilmember Demerson requested this motion be tabled until next week. Councilmember Nair withdrew his motion and Mayor Harpole withdrew his second motion.

Motion was made by Councilmember Demerson to appoint Julie Curbo to replace Jim Mitchell, seconded by Councilmember Burkett, such term to expire March 1, 2020.

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

Motion was made by Councilmember Blake to reappoint Bruce Mosley, seconded by Councilmember Nair, such term to expire March 1, 2020.

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

Motion was made by Councilmember Blake to reappoint Mark Surkie, seconded by Councilmember Nair, such term to expire March 1, 2020.

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

Councilmember Burkett stated Ms. Brian has been on this Board since 2007. Councilmember Demerson questioned the active effort and opportunities for persons to apply for Boards. Councilmember Nair read the letter from the Texas Panhandle Centers requesting the reappointment of Ms. Brian. Councilmember Burkett stated the need to reach out to other applicants. Councilmember Demerson asked for a delay in the appointment. Motion was made by Councilmember Blake to reappoint Linda Brian to the Texas Panhandle Centers, seconded by Councilmember Nair, such term to expire March 29, 2019.

Voting AYE were Mayor Harpole, Councilmembers Blake and Nair; voting NO were Councilmembers Burkett and Demerson; the motion carried by a 3:2 vote of the Council.

Councilmember Burkett nominated Joshua Raef to the Amarillo Economic Development Corporation Board. Lacked a second. Motion was made by Councilmember Demerson to reappoint Brian Bruckner to the AEDC Board, seconded by Councilmember Blake, such term to expire March 31, 2020.

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

Motion was made by Councilmember Burkett to reappoint Sam Lovelady to the Amarillo Hospital District Board of Directors, seconded by Councilmember Demerson, such term to expire April 1, 2019.

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

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

B



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	3/28/2017	Council Priority	Infrastructure Initiative
Department	Solid Waste Collections	Contact Person	David Lehfeldt

Agenda Caption

Purchase – Refuse Bags.
Award by competitive bid:

Lot #1 – Refuse Bags
X-L Plastics Inc. \$78,424.50

Total Award \$78,424.50

This item is the scheduled purchase of Solid Waste Refuse Bags that are made available to the customers that are served by hand collection. This award will be used by the City of Amarillo Solid Waste Division for daily operational requirements.

Agenda Item Summary

Scheduled purchase of Solid Waste Refuse Bags. Annual purchase of Refuse Bags allows the Solid Waste Division to maintain the current service level.

Requested Action

Approval

Funding Summary

Solid Waste Collections account number 1431.52200 request total award of \$78,424.50.
The beginning fund balance was \$87,000.00 and the remaining account balance is \$8,575.50.

Community Engagement Summary

Continue to provide Solid Waste services.

Staff Recommendation

City staff recommends approval

Bid No. 5677 REFUSE BAGS

Opened 4:00 p.m. February 23, 2017

To be awarded as one lot		X-L PLASTICS INC	JADCORE LLC	INTERBORO	UNIPAK CORP	ALL AMERICAN POLY
Line 1 Bags, polyethylene, linear low/low density 7.6 lbs per roll, per specifications 105,000 lb						
Unit Price		\$0.747	\$0.770	\$0.826	\$0.870	\$0.930
Extended Price		78,424.50	80,850.00	86,730.00	91,350.00	97,650.00
Bid Total		78,424.50	80,850.00	86,730.00	91,350.00	97,650.00
Award by Vendor		78,424.50				



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 28, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption

Award –Demolition of 601 W Amarillo Boulevard, the Inn of Amarillo.

Award to Tasman Geosciences, Inc. for the amount of \$777,000.00

To approve Bid No. 5638 Demolition with Asbestos and Debris Removal of the Inn of Amarillo, 601 W Amarillo Boulevard.

Agenda Item Summary

Award Bid No. 5638 Demolition with Asbestos and Debris Removal of 601 W Amarillo Boulevard.

Requested Action

Consider approval and award for Bid No. 5638 Demolition with Asbestos and Debris Removal of 601 W Amarillo Boulevard.

Funding Summary

Funding for this award is available through multiple sources.

Community Engagement Summary

Safety and aesthetics of the community as identified through public meetings in the development of Amarillo’s Comprehensive Plan.

Staff Recommendation

City Staff is recommending approval and award of the Bid.

Bid No. 5638 Demolition with Asbestos and Debris Removal at 601 W Amarillo Blvd
Opened 4:00 p.m., January 19, 2017

To be awarded as one lot	Tasman Geosciences, Inc	Intercon Demolition	ARC Abatement	AMX Environmental Ltd	AAR Inc	Intercon Environmental Inc
Line 1 Furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work, per specifications						
1 ea	\$777,000.000	\$777,754.00	\$891,530.000	\$907,686.00	\$947,000.00	\$1,117,357.45
Unit Price						
Extended Price	777,000.00	777,754.00	891,530.00	907,686.00	947,000.00	1,117,357.45
Bid Total	777,000.00	777,754.00	891,530.00	907,686.00	947,000.00	1,117,357.45
Awarded to vendor	777,000.00					



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 28, 2016	Council Priority	Disadvantaged Areas
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Department	Parks & Recreation
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Agenda Caption

Approval and award of a contract to Sunbelt Pools for the turn key renovation of the indoor pool at the Charles E. Warford Activity Center, formerly known as the North Branch YMCA located at 1330 NW 18th Avenue -- \$488,031

Agenda Item Summary

This item authorizes the contract award to Sunbelt Pools in the amount of \$488,031 for the turn key renovation of the indoor pool at the Charles E. Warford Activity Center. The project includes demolition and excavation of existing portions of the current structure to accommodate the installation of a new gutter system, pool shell surfacing and pool lighting combined with the installation of all new piping and mechanical equipment to include all finishes, required markings and safety equipment. Sunbelt Pools is a leading company in commercial pool construction and renovation out of Dallas and has done several new projects in the area including Texas Tech University, Amarillo Town Club Hillside as well as renovations of the indoor pool at the Amarillo Town Club on Cornell and the City of Amarillo outdoor pools.

Requested Action

The award of a contract to Sunbelt Pools in the amount of \$488,031 for the turn key renovation of the indoor pool at the Charles E. Warford Activity Center.

Funding Summary

The proposed renovation cost for the entire facility is projected at \$2.7M. Available funding is currently \$1,912,347 with additional funding sources pending at this time. This project is only one portion of the complete renovation.

Community Engagement Summary

A public engagement meeting was held on July 7, 2016 with 48 participants. A public survey was also released at the same time with 71 responses. Swimming activities was the second most participated activity respondents are currently involved in and the second most desired activity the public would most like to see at the facility. The city currently does not have an indoor pool that is accessible to the general public.

Staff Recommendation

Staff recommends the contract award of \$488,031 to Sunbelt Pools for the turn key renovation of the indoor pool at the Charles E. Warford Activity Center.

Bid No. 5718 TURNKEY RENOVATION OF CHARLES E WARFORD ACIVITY CENTER POOL
Opened 4:00 p.m. March 15, 2017

To be awarded as one lot		SUNBELT POOLS
Line 1 Park, playground, and swimming pool equipment maintenance buy board contract 512-16 and 451-14, per specifications		
1 ea		
Unit Price	\$610,039.000	
Extended Price		610,039.00
Line 2 Shipping, handling & misc fees buyboard 20% discount, per specifications		
1 ea		
Unit Price	(\$122,008.000)	
Extended Price		(122,008.00)
Bid Total		488,031.00
Award by Vendor		488,031.00

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 28, 2017	Council Priority	Interlocal Agreement APD/DPS
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Department	City Manager
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Agenda Caption

Interlocal Contract – For Department of Public Safety Crime Laboratory Service (DPS) to provide a dedicated forensic scientist to perform analysis of controlled substances, marijuana, and synthetic drugs for APD – Year One \$73,285.85, Year Two \$78,665.08.

Agenda Item Summary

The Interlocal Contract provides for the City of Amarillo Police Department to have DPS to analyze all controlled substances, marijuana, and synthetic drugs. The purpose of the Contract is to have evidence submitted by APD analyzed by DPS before it examines evidence from other agencies. This agreement will remain in effect until January 31, 2019.

Requested Action

Approval of the Contract to be signed by City Manager.

Funding Summary

N/A

Community Engagement Summary

N/A

City Manager Recommendation

This item is recommended for approval by the City Manager

**INTERLOCAL COOPERATION CONTRACT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND THE DEPARTMENT OF PUBLIC SAFETY**

THIS CONTRACT is entered into between the governmental entities in Article I (Contracting Parties and Notice Addresses) under the authority of the Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

WHEREAS, the Interlocal Cooperation Act provides authorization for any local government to contract with one or more local governments and with agencies of the State of Texas to perform governmental functions and services under the terms of this act; and

WHEREAS, the Department of Public Safety Crime Laboratory Services (the "DPS") is willing to provide a forensic scientist to perform analysis of controlled substances, marijuana, and synthetic drugs for the Amarillo Police Department (the "APD") cases awaiting analysis before examining evidence from other agencies; and

WHEREAS, the Chief of Police of the Amarillo Police Department desires to enter into an agreement with DPS regarding DPS providing a forensic scientist to perform analysis of controlled substances for APD.

NOW THEREFORE, in consideration of the terms and mutual provisions herein contained, the parties hereby agree as follows:

I. CONTRACTING PARTIES AND NOTICE ADDRESSES

City of Amarillo through the Amarillo Police Department (APD)
c/o Ed Drain, Chief of Police
200 SE 3rd Ave., Amarillo, TX 79101

Department of Public Safety (DPS)
Crime Laboratory Services
c/o Dennis Loockerman, Ph.D.
5800 Guadalupe St., Austin, TX 78752

II. STATEMENT OF SERVICES

DPS will perform the following governmental functions and services.

- a. DPS will analyze all controlled substances, marijuana, and synthetic drugs that APD submits.
- b. DPS will test all exhibits that APD submits for analysis upon first submission.
- c. DPS will hire and provide one forensic scientist to perform analysis of controlled substances, marijuana, and synthetic drugs in association with this Contract.
- d. The forensic scientist will work on APD cases awaiting analysis before examining evidence from other agencies as long as this Contract is in place.
- e. For controlled substance cases consisting of two items or less, DPS will provide a 30-day or less turn-around time from the date of submission to the DPS Laboratory. For controlled substance cases containing more than two items, DPS will attempt to provide a 30-day or less turn-around time from the date of submission to the DPS Laboratory. DPS will give preference to the analysis of evidence submitted that rises to the level of felony charges.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

	Year 1	Year 2
Personnel services (<i>salaries, benefits, travel</i>)	\$64,091.53	\$71,752.52
Operating and equipment expenses (<i>supplies, materials, computer, monitors</i>)	\$ 7,412.96	\$ 5,000.00
Administration services (2.5%)	<u>\$ 1,781.36</u>	<u>\$ 1,912.56</u>
TOTAL AMOUNT DUE	\$73,285.85	\$78,665.08

IV. CONTRACT AMOUNT

The annual total amount of this Contract will not exceed the listed amount provided in Article III.

V. PAYMENT FOR SERVICES

- a. APD must pay DPS for operating and equipment expenses and for administrative services for the contract year upon execution of this Contract and upon the renewal of this Contract on September 1, 2018.
- b. DPS will invoice APD monthly at the address listed in Article I (Contracting Parties and Notice Addresses) for payment of services that DPS performs (such as personnel services), as provided in Article II (Statement of Services).
- c. APD will reimburse DPS for services satisfactorily performed from current revenues available through appropriation items or accounts of APD from which like expenditures would normally be paid, based upon special vouchers drawn by APD, or through electronic transactions, payable to DPS.
- d. DPS will credit payments received to its current appropriation items or accounts from which the expenditures of that character were originally made.

VI. EFFECTIVE DATE

This Contract will become effective from the date of the last signature and will terminate on January 31, 2019.

VII. MODIFICATION OF THE CONTRACT

This Contract may not be modified or amended without written agreement from both parties.

VIII. TERMINATION

Either party may terminate this Contract with 30 days' advance written notice. Upon notice, DPS will immediately discontinue all services and deliver to APD all reports, whether complete or incomplete at the time of notice. APD will reimburse for all services performed up to the termination date.

Both parties understand and agree that funds are contingent upon the availability of appropriated funds. APD will provide DPS with 30 days' written notice if the funds are no longer available.

CITY OF AMARILLO, TEXAS

By: _____
Authorized Signature

Name: Jared Miller

Title: City Manager

Date: _____

DEPARTMENT OF PUBLIC SAFETY

By: _____
Authorized Signature

Name: Robert J. Bodisch, Sr.

Title: Deputy Director, Homeland Security and Services

Date: _____



F

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	3/28/2017	Council Priority	Community Counts (Disadvantaged Areas)
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Department	Community Development
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Agenda Caption

The Community Development Department is seeking approval of an agreement with Collins Family Properties, LLC for the construction of 4 single-family duplex rental units and award of \$240,000 from the City's Home Rental Rehabilitation Program

Agenda Item Summary

This is approval of a rental housing rehabilitation project to construct 4 single-family duplex rental units at 601 N. Monroe, 603 N. Monroe, 609 N. Monroe and 302 N. Madison. Of the \$539,990 total cost for this project, the project owner will provide \$299,990 of the funding. The Home Rental Rehabilitation Program will provide the remainder or \$240,000 of project funding. The Community Development funding is from federal funds allocated to the City for this purpose. This program provides financial assistance to landlords for the development of their rental properties

This project seeks to develop affordable housing in the North Heights area of Amarillo which is in the Community Development target area. The project will consist of 4 single-family duplexes constructed to provide low to moderate income families with decent and affordable housing. Each unit will have three bedrooms and two bathrooms. The affordability period will be 20 years. The proposal meets the goals of the Community Development Annual Action Plan and aligns with the North Heights Neighborhood Plan.

Requested Action

Please place this item on the agenda for City Council consideration.

Funding Summary

The project will be subsidized using federal funds from the HOME Investment Partnership Program (HOME).

Community Engagement Summary

The 2015-2019 Community Development Consolidated Plan and Analysis of Impediments identified affordable housing as a priority for our community.

Staff Recommendation

It is the City Manager's recommendation that \$240,000 be funded to the project for the construction of affordable housing.

City of Amarillo

Community Development

Inter-Office Memo

date: March 21, 2017
to: Kevin Starbuck, Assistant City Manager
from: James Allen, Community Development Administrator

subject: Recommendation of Rental Rehab Project

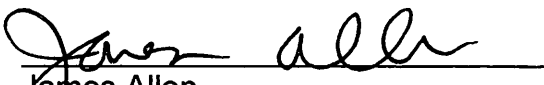
An application for HOME Rental Rehabilitation projects has been received. The proposal to construct 4 new single-family duplex units to be rented to low to moderate income families has been evaluated by the Community Development Department. The proposal is recommended for receipt of financial assistance under the HOME Rental Rehabilitation Program. The property owner has agreed to the conditions of the program and has demonstrated financial capacity to provide the balance of the costs of the new construction. The project will be subject to affordability requirements for twenty years.

Funding is available from the HOME Program. The City will invest \$30,000 per unit which will result in a total commitment of \$240,000 of federal funding.

OWNER PROJECT	# UNITS	TOTAL COSTS	OWNER SHARE	HOME SHARE	AVERAGE HOME COST PER UNIT
Collins Family Properties, LLC 601 N. Monroe 603 N. Monroe 609 N. Monroe 302 N. Madison	8	\$539,990	\$299,990	\$240,000	\$30,000

- 601 N. Monroe, 603 N. Monroe, 609 N. Monroe, and 302 N. Madison are single-family duplex units with three bedrooms and two baths. The units are newly constructed and will be rented to low to moderate income families. The proposal meets the goals of the Community Development Annual Action Plan and aligns with the North Heights Neighborhood Plan.

The contract has been reviewed and approved by the City Attorney. The property owner has reviewed the agreement and agrees to abide by the terms and conditions. Please return the files to my office after review.


James Allen
Community Development Administrator

Requirement Years: 2014 Commitments, 2014 CHDO Reservations, and 2012 Disbursements

HOME Deadline Compliance Status Report

As of 1/31/2017

(sorted alphabetically by PJ)

PJ	+	Deadline Date	Original Allocation	Adjustments ⁺⁺	Requirement Amount	Total C.R.orD ⁺ through Deadline	%	Shortfall	Current Status
Allentown	C	8/31/2017	\$19,579,030	\$114,461.55	\$19,464,568.45	\$18,367,718.49	94.36	\$1,096,849.96	
	CHDO-C	8/31/2017	\$19,523,066	\$0.95	\$2,928,458.95	\$2,868,164.05	14.69	\$60,294.90	
	D	7/31/2017	\$18,091,608	\$114,461.55	\$17,977,146.45	\$17,998,797.99	100.00	\$0.00	
Altoona	C	8/31/2017	\$9,080,138	\$0.00	\$9,080,138.00	\$9,077,978.36	99.98	\$2,159.64	
	CHDO-C	8/31/2017	\$9,080,138	\$0.00	\$1,362,020.70	\$2,395,852.50	26.39	\$0.00	
PA	D	7/31/2017	\$8,620,457	\$0.00	\$8,620,457.00	\$9,077,978.36	100.00	\$0.00	
Amarillo	C	11/30/2017	\$19,881,423	\$282,790.95	\$19,598,632.05	\$19,433,969.55	99.16	\$164,662.50	
	CHDO-C	11/30/2017	\$19,690,758	\$37,475.00	\$2,916,138.70	\$3,270,983.12	16.61	\$0.00	
TX	D	10/31/2017	\$18,795,074	\$282,790.95	\$18,512,283.05	\$19,209,325.72	100.00	\$0.00	
American Samoa	C	7/31/2017	\$6,190,094	\$0.00	\$6,190,094.00	\$6,043,868.37	97.64	\$146,225.63	
	CHDO-C	7/31/2017	\$6,190,094	\$0.00	\$0.00	\$0.00	0.00	\$0.00	
AS	D	8/31/2017	\$5,814,373	\$0.00	\$5,814,373.00	\$6,011,396.67	100.00	\$0.00	
Amherst Consortium	C	7/31/2017	\$21,943,962	\$0.00	\$21,943,962.00	\$21,696,151.24	98.87	\$247,810.76	
	CHDO-C	7/31/2017	\$21,715,803	\$0.00	\$3,257,370.45	\$6,726,640.37	30.98	\$0.00	
NY	D	5/31/2017	\$20,554,850	\$0.00	\$20,554,850.00	\$20,901,408.41	100.00	\$0.00	
Anaheim	C	9/30/2017	\$39,057,129	\$272,594.00	\$38,784,535.00	\$38,516,102.46	99.31	\$268,432.54	
	CHDO-C	9/30/2017	\$38,640,484	\$1.00	\$5,796,071.60	\$7,534,281.78	19.50	\$0.00	
CA	D	7/31/2017	\$36,826,883	\$272,594.00	\$36,554,289.00	\$35,903,227.33	98.22	\$651,061.67	
Anchorage	C	6/30/2017	\$21,356,207	\$180,912.46	\$21,175,294.54	\$20,906,651.86	98.73	\$268,642.68	QAHP four month notice - 2/15/2017
	CHDO-C	6/30/2017	\$21,078,366	\$129,300.00	\$3,032,454.90	\$4,947,730.02	23.47	\$0.00	
AK	D	4/30/2017	\$20,165,378	\$180,912.46	\$19,984,465.54	\$19,732,452.81	98.74	\$252,012.73	

NOTE: Any ADDI allocations received through FY2008 are reflected in the Original Allocation and respective Requirements.

+ C: Commitments, CHDO-C: CHDO Commitments, D: Disbursements

++Adjustments could include CHDO reallocations, grant reductions, deobligations, recapture of expired funds, or waivers of deadline requirements due to Presidentially-declared disasters.

* PJ did not receive an allocation until after 2014. Therefore, it has no amount subject to the FY 2017 commitment or CHDO reservation deadline.

** PJ did not receive an allocation until after 2012. Therefore, it has no amount subject to the FY 2017 disbursement deadline.

Due to CHDO deobligation or waiver, PJ could have met its cumulative CHDO reservation requirement with a percentage less than 15%.

Source: Data entered by HOME Participating Jurisdictions into HUD's Integrated Disbursement and Information System (IDIS)

HOME RENTAL REHABILITATION CONTRACT

This agreement is made between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "CITY", and Collins Family Properties, LLC. Hereinafter called "OWNER", pursuant to CITY's HOME Investment Partnership Program of the National Affordable Housing Act of 1990, as amended, (Contract Number M –16- MC-48-0211, CFDA Number 14.239) to construct new construction property located at 609 N. Monroe, upon the following terms and conditions performable in Potter and Randall Counties, Texas:

CITY is approving a forgivable no interest deferred payment loan, the terms and conditions of which are contained in the HOME Rental Rehabilitation Promissory Note attached hereto and incorporated herein by reference, to be used by the OWNER solely for the purpose of constructing the rental unit(s) located at 609 N. Monroe, and further being described as the Lot 001, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas, for the use by the OWNER as residential rental property. The term of this contract and the affordability period shall be TWENTY (20) years from the date of completion of all new construction work.

OWNER represents that the information submitted in OWNER's application is true and correct and that OWNER is the owner of record of the property described above. OWNER acknowledges said property will be maintained as residential rental property which is to be rented to low income members of the public for residential purposes.

The assistance to be provided will be limited to that work which is required to bring the structure into compliance with the Community Development Minimum Property Standards and General Bid Specifications, and all applicable City building and housing codes. The work to be performed is more particularly defined in the Scope of Work attached to this contract and by this reference made a part of this contract.

CITY agrees to provide OWNER assistance to construct the hereinabove described rental unit(s) in an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000) or 50% of the actual costs of the required new construction work per unit, whichever is less.

OWNER shall execute herewith a preliminary Promissory Note and Deed of Trust attached hereto and incorporated by reference, in the amount of SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000) to be replaced by a subsequent Promissory Note and Deed of Trust in the amount of actual allowable construction costs determined upon completion of the construction work. OWNER claims no homestead interest in said property. CITY will make interim and final payments to the OWNER or a designee upon receipt by the CITY of a request for payment in a format prescribed by CITY. All payments are subject to inspection and approval by the CITY to insure work has been satisfactorily completed.

OWNER may perform, as general contractor, the required new construction as specified in

the approved work write-up, provided that OWNER complies with all applicable building codes and ordinances and the provisions of the HOME Rental Rehabilitation Handbook and regulations. OWNER agrees that work specified will begin within thirty (30) days and must be completed within a maximum of 180 calendar days from the date of execution of this agreement.

OWNER shall solicit for contract or subcontract construction work through competitive bids, obtaining a minimum of three (3) bids for general contracts, and two (2) itemized bids for subcontracts. All contractors and subcontractors involved in the construction must be licensed by the Building Safety Department of CITY. OWNER will provide evidence of efforts to solicit bids from minority and women contractors or subcontractors. CITY will review the bids and authorize the OWNER to enter into a contract or subcontract. Once authorized to enter into a contract of subcontract and prior to the execution of any such contract, subcontract or change order, the OWNER shall provide the City with a copy of the proposed contract, subcontract or change order for review and approval. In its sole discretion, City may reasonable refuse to approve or otherwise reject any proposed contract, subcontract, or change order. If the City rejects and does not approve a proposed contract, subcontract, or change order the OWNER shall not execute or otherwise agree to the performance of contract or subcontract rehabilitation work under the rejected contract, subcontract, or change order. OWNER shall not enter into or agree to a contract, subcontract, or change order without the prior written approval of the City. City will not make any payments to OWNER for contract or subcontract rehabilitation work under a rejected contract, subcontract or change order. The OWNER agrees not to permit or make changes to the HOME Rental Rehabilitation work write-up without the prior written approval of the CITY.

OWNER shall comply with all provisions of the HOME Rental Rehabilitation Program, including, but not limited to, compliance with the federal equal opportunity laws, and to comply with the requirements and conditions set forth in the HOME Rental Rehabilitation Promissory Note incorporated herein by reference and made a part hereof.

OWNER shall comply with all federal laws and regulations regarding the HOME Rental Rehabilitation Program, and with all reasonable policies and procedures established by the CITY necessary to administer and monitor the HOME Rental Rehabilitation Program. Owner will secure and pay for all required permits and licenses.

During the term of this contract, OWNER shall make the books and records related to the property available for inspection by any representative of the CITY, the Department of Housing and Urban Development, and the CITY's independent auditors that the CITY may determine necessary, at any mutually convenient time.

OWNER shall not assign or transfer any of its interest in this contract without the prior written approval of CITY. Upon any such approved assignment or transfer, OWNER will provide to CITY an

executed copy of the assignment or transfer documents within three days of the assignment or transfer.

This contract may be terminated by City upon at least seven (7) days written notice to OWNER in the event the project is abandoned to a period of three (3) months.

If through any cause OWNER fails to fulfill the obligations under this contract or if OWNER violates any of the conditions of the contract, CITY may give written notice of such violation or failure to comply to OWNER. Within thirty (30) days after receipt of such notice, OWNER shall inform the CITY in writing of the corrective actions taken. OWNER shall exercise all due diligence to correct any and all violations. In the event the violations are not fully corrected within the time allowed, CITY retains the right to terminate this contract forthwith. Upon termination, the Promissory Note shall at once become due and payable without notice or demand and the lien given to secure its payment may be foreclosed.

No officer, employee, or agent of the CITY who exercises any functions or responsibilities with respect to the carrying out of the program shall have any interest, direct or indirect, in this contract or the proceeds thereof.

OWNER will defend, indemnify and hold harmless the CITY, its officers and employees, from any and all liability and claims for damages because of bodily injury, death, property damage or loss and expense of any kind, including but not limited to reasonable attorney's fees, interests, court costs, and unpaid labor and materials claims, resulting in OWNER's performance under this contract.

No member or delegate of the Congress of the United States or employee of a member of congress and no resident commissioner shall be permitted to any share or part of this contract or to any benefit to arise herefrom.

OWNER represents that at the time of execution hereof OWNER is not listed on the disbarred and suspended contractors list of the U.S. Department of Housing and Urban Development.

This contract, with the attachments adopted herein by reference, constitutes and expresses the entire agreement between the parties hereto and shall not be amended or modified except by written instrument signed by both parties.

This contract is governed by the laws of the State of Texas with venue for any legal action to be in the courts located in Potter County and Randall County, Texas.

If any provision of this contract or the documents incorporated herein shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected.

Executed this _____ day of April 2017.

ATTEST:

Jared Miller, City Manager

Frances Hibbs, City Secretary

Collins Family Properties, LLC

By:_____

Printed Name:_____

Title:_____

STATE OF TEXAS)(
COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by Jared Miller, City Manager.

Notary Public in and for the State of Texas

STATE OF TEXAS)(
COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by
_____ as _____ of Collins Family Properties, LLC. on behalf
of said company.

Notary Public in and for the State of Texas

**HOME RENTAL REHABILITATION PROGRAM
PROMISSORY NOTE**

For value received, Collins Family Properties, LLC, hereinafter called Borrower, of the County of Potter, State of Texas, promises to pay the City of Amarillo the sum SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000.00) which represents the entire principal of a HOME rental rehabilitation no-interest, deferred-payment loan, payable at the office of Community Development, City of Amarillo, County of Potter, Texas, (or such other place as the holder hereof may from time to time designate), payable on the _____ day of _____, 2037.

Payment of the loan amount is subject to the following conditions, which are made a part of this Promissory Note. This Promissory Note shall be discharged and the Borrower released if at the end of twenty (20) years from date hereof the Borrower has fully complied with all of the conditions of the Promissory Note. Payment of this Promissory Note by Borrower shall be amortized equally per year over the term of twenty (20) years from the date of execution of this Promissory Note. No interest shall accrue during the period before the payment of this Promissory Note.

Borrower may assign this Promissory Note, and the Loan represented hereby, provided that any assignee must be first approved in writing by the City as if the assignee were an original Borrower. In the event the assignee is not first approved in writing by the City, payment of the Promissory Note is due and payable immediately by Borrower.

1. HOME Rents. BORROWER shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed \$1076 minus tenant paid utilities. BORROWER agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. BORROWER may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide BORROWER written authorization for any increase in the HOME rents.
3. Conversions. BORROWER shall not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
4. Discrimination. BORROWER shall not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
5. Affirmative Marketing. BORROWER shall comply with CITY's HOME Affirmative Marketing Plan.
6. Maintenance and Inspection. BORROWER shall maintain the property in a safe and sanitary condition and maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. BORROWER shall allow CITY to inspect each unit for compliance with Section 8 Housing

Quality Standards annually.

7. Occupancy Reports. BORROWER shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY may verify the information submitted by BORROWER.
8. Taxes, Assessments and Insurance. BORROWER shall pay all taxes and assessment of every kind or nature upon said property. BORROWER shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to BORROWER and CITY. The insurance policy shall contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy upon issuance and at each renewal. BORROWER shall submit a valid Certificate of Insurance to the Community Development office of CITY.

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by the undersigned to the City of Amarillo, Department of Community Development, Trustee, conveying the property described as follows:

Lot 001, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas.

The failure to pay this Note or the failure to meet any of its other terms at the option of the holder, matures this Note, and it shall at once become due and payable without notice or demand and the Deed of Trust given to secure its payment may be foreclosed; and the failure to exercise this option shall not constitute a waiver of the right of the holder to exercise it in the event of any subsequent default.

The undersigned and all endorers, and all persons liable or to become liable on this Note, waive presentment, demand for payment, protest, notice of Protest, notice of dishonor, diligence in collecting or bringing suit against any party to this Note, and all other demands or notices in connection with the delivery acceptance, performance, default or enforcement of this note;

If this Note is placed in the hands of an attorney for collection or is collected through the Probate Court or the Bankruptcy Court or through other legal proceeding, the undersigned promise to pay, as attorney's fees, an additional amount equal to ten percent (10%) of the amount then owing on this note;

In witness whereof, this Note has been duly executed by the undersigned, as of this _____ day of _____ 2017.

BORROWER(S):

Collins Family Properties, LLC

Community Development
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

DEED OF TRUST

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF POTTER

THAT THE UNDERSIGNED, Collins Family Properties, LLC. of the County of Potter, and State of Texas, in consideration of the debt and trust hereinafter mentioned, has/have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto the City of Amarillo, Department of Community Development, Trustee, and to its successors and assigns forever, the following described property, situated, lying and being in the County of Potter and State of Texas, to-wit:

Lot 001, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County,
Texas

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, its successors and assigns forever. And the undersigned hereby bind my heirs, executors, administrators, and assigns to warrant and forever defend all and singular the said premises, unto the said Trustee, its successors and assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of a promissory note of even date herewith (hereinafter referred to as Note), executed by the undersigned, payable to the City of Amarillo, or order, at Amarillo, Texas as follows:

A no-interest deferred-payment loan in the principal amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) payable on the _____ day of _____, 2037. The lien secured hereby shall be discharged if at the end of twenty (20) years from date hereof, the Grantor has fully complied with all of the terms and conditions of the Note executed by the Grantor of even date herewith. Payment of the loan amount is subject to the conditions of the Promissory Note: Assignment of the Promissory Note without prior approval accelerates full payment of the principal.

1. HOME Rents. Undersigned shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed 1076 minus tenant paid utilities. Undersigned agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. Undersigned may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide Undersigned written authorization for any increase in the HOME rents.

- 3. Conversions. Undersigned agrees not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
- 4. Discrimination. Undersigned shall not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
- 5. Affirmative Marketing. Undersigned shall to comply with CITY's HOME Affirmative Marketing Plan.
- 6. Maintenance and Inspection. Undersigned shall maintain the property in a safe and sanitary condition and maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. Undersigned agrees to allow CITY to inspect each unit for compliance with Section 8 Housing Quality Standards annually.
- 7. Occupancy Reports. Undersigned shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY may verify the information submitted by Undersigned.
- 8. Taxes, Assessments and Insurance. Undersigned shall pay all taxes and assessment of every kind or nature upon said property. Undersigned shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to Undersigned and CITY. The insurance policy shall contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy upon issuance and at each renewal. Undersigned shall submit a valid Certificate of Insurance to the Community Development office of CITY.

Failure to pay the Note or the failure to meet any of its other terms, at the option of the holder, matures the amortized amount of the Note, and it shall at once become due and payable without notice or demand.

WITNESS my hand(s) this _____ day of _____ 2017.

Collins Family Properties, LLC
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS)(
COUNTY OF Potter)(

This instrument was acknowledged before me on this _____ day of _____
2017, by _____ as _____ of Collins Family Properties, LLC on
behalf of said company.

Notary Public, State of Texas

HOME RENTAL REHABILITATION CONTRACT

This agreement is made between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "CITY", and Collins Family Properties, LLC. Hereinafter called "OWNER", pursuant to CITY's HOME Investment Partnership Program of the National Affordable Housing Act of 1990, as amended, (Contract Number M –16- MC-48-0211, CFDA Number 14.239) to construct new construction property located at 603 N. Monroe, upon the following terms and conditions performable in Potter and Randall Counties, Texas:

CITY is approving a forgivable no interest deferred payment loan, the terms and conditions of which are contained in the HOME Rental Rehabilitation Promissory Note attached hereto and incorporated herein by reference, to be used by the OWNER solely for the purpose of constructing the rental unit(s) located at 603 N. Monroe, and further being described as the Lot 004, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas, for the use by the OWNER as residential rental property. The term of this contract and the affordability period shall be TWENTY (20) years from the date of completion of all new construction work.

OWNER represents that the information submitted in OWNER's application is true and correct and that OWNER is the owner of record of the property described above. OWNER acknowledges said property will be maintained as residential rental property which is to be rented to low income members of the public for residential purposes.

The assistance to be provided will be limited to that work which is required to bring the structure into compliance with the Community Development Minimum Property Standards and General Bid Specifications, and all applicable City building and housing codes. The work to be performed is more particularly defined in the Scope of Work attached to this contract and by this reference made a part of this contract.

CITY agrees to provide OWNER assistance to construct the hereinabove described rental unit(s) in an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000) or 50% of the actual costs of the required new construction work per unit, whichever is less.

OWNER shall execute herewith a preliminary Promissory Note and Deed of Trust attached hereto and incorporated by reference, in the amount of SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000) to be replaced by a subsequent Promissory Note and Deed of Trust in the amount of actual allowable construction costs determined upon completion of the construction work. OWNER claims no homestead interest in said property. CITY will make interim and final payments to the OWNER or a designee upon receipt by the CITY of a request for payment in a format prescribed by CITY. All payments are subject to inspection and approval by the CITY to insure work has been satisfactorily completed.

OWNER may perform, as general contractor, the required new construction as specified in

the approved work write-up, provided that OWNER complies with all applicable building codes and ordinances and the provisions of the HOME Rental Rehabilitation Handbook and regulations. OWNER agrees that work specified will begin within thirty (30) days and must be completed within a maximum of 180 calendar days from the date of execution of this agreement.

OWNER shall solicit for contract or subcontract construction work through competitive bids, obtaining a minimum of three (3) bids for general contracts, and two (2) itemized bids for subcontracts. All contractors and subcontractors involved in the construction must be licensed by the Building Safety Department of CITY. OWNER will provide evidence of efforts to solicit bids from minority and women contractors or subcontractors. CITY will review the bids and authorize the OWNER to enter into a contract or subcontract. Once authorized to enter into a contract of subcontract and prior to the execution of any such contract, subcontract or change order, the OWNER shall provide the City with a copy of the proposed contract, subcontract or change order for review and approval. In its sole discretion, City may reasonable refuse to approve or otherwise reject any proposed contract, subcontract, or change order. If the City rejects and does not approve a proposed contract, subcontract, or change order the OWNER shall not execute or otherwise agree to the performance of contract or subcontract rehabilitation work under the rejected contract, subcontract, or change order. OWNER shall not enter into or agree to a contract, subcontract, or change order without the prior written approval of the City. City will not make any payments to OWNER for contract or subcontract rehabilitation work under a rejected contract, subcontract or change order. The OWNER agrees not to permit or make changes to the HOME Rental Rehabilitation work write-up without the prior written approval of the CITY.

OWNER shall comply with all provisions of the HOME Rental Rehabilitation Program, including, but not limited to, compliance with the federal equal opportunity laws, and to comply with the requirements and conditions set forth in the HOME Rental Rehabilitation Promissory Note incorporated herein by reference and made a part hereof.

OWNER shall comply with all federal laws and regulations regarding the HOME Rental Rehabilitation Program, and with all reasonable policies and procedures established by the CITY necessary to administer and monitor the HOME Rental Rehabilitation Program. Owner will secure and pay for all required permits and licenses.

During the term of this contract, OWNER shall make the books and records related to the property available for inspection by any representative of the CITY, the Department of Housing and Urban Development, and the CITY's independent auditors that the CITY may determine necessary, at any mutually convenient time.

OWNER shall not assign or transfer any of its interest in this contract without the prior written approval of CITY. Upon any such approved assignment or transfer, OWNER will provide to CITY an

executed copy of the assignment or transfer documents within three days of the assignment or transfer.

This contract may be terminated by City upon at least seven (7) days written notice to OWNER in the event the project is abandoned to a period of three (3) months.

If through any cause OWNER fails to fulfill the obligations under this contract or if OWNER violates any of the conditions of the contract, CITY may give written notice of such violation or failure to comply to OWNER. Within thirty (30) days after receipt of such notice, OWNER shall inform the CITY in writing of the corrective actions taken. OWNER shall exercise all due diligence to correct any and all violations. In the event the violations are not fully corrected within the time allowed, CITY retains the right to terminate this contract forthwith. Upon termination, the Promissory Note shall at once become due and payable without notice or demand and the lien given to secure its payment may be foreclosed.

No officer, employee, or agent of the CITY who exercises any functions or responsibilities with respect to the carrying out of the program shall have any interest, direct or indirect, in this contract or the proceeds thereof.

OWNER will defend, indemnify and hold harmless the CITY, its officers and employees, from any and all liability and claims for damages because of bodily injury, death, property damage or loss and expense of any kind, including but not limited to reasonable attorney's fees, interests, court costs, and unpaid labor and materials claims, resulting in OWNER's performance under this contract.

No member or delegate of the Congress of the United States or employee of a member of congress and no resident commissioner shall be permitted to any share or part of this contract or to any benefit to arise herefrom.

OWNER represents that at the time of execution hereof OWNER is not listed on the disbarred and suspended contractors list of the U.S. Department of Housing and Urban Development.

This contract, with the attachments adopted herein by reference, constitutes and expresses the entire agreement between the parties hereto and shall not be amended or modified except by written instrument signed by both parties.

This contract is governed by the laws of the State of Texas with venue for any legal action to be in the courts located in Potter County and Randall County, Texas.

If any provision of this contract or the documents incorporated herein shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected.

Executed this _____ day of April 2017.

ATTEST:

Jared Miller, City Manager

Frances Hibbs, City Secretary

Collins Family Properties, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS)(
COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by Jared Miller, City Manager.

Notary Public in and for the State of Texas

STATE OF TEXAS)(
COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by
_____ as _____ of Collins Family Properties, LLC. on behalf
of said company.

Notary Public in and for the State of Texas

**HOME RENTAL REHABILITATION PROGRAM
PROMISSORY NOTE**

For value received, Collins Family Properties, LLC, hereinafter called Borrower, of the County of Potter, State of Texas, promises to pay the City of Amarillo the sum SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000.00) which represents the entire principal of a HOME rental rehabilitation no-interest, deferred-payment loan, payable at the office of Community Development, City of Amarillo, County of Potter, Texas, (or such other place as the holder hereof may from time to time designate), payable on the _____ day of _____, 2037.

Payment of the loan amount is subject to the following conditions, which are made a part of this Promissory Note. This Promissory Note shall be discharged and the Borrower released if at the end of twenty (20) years from date hereof the Borrower has fully complied with all of the conditions of the Promissory Note. Payment of this Promissory Note by Borrower shall be amortized equally per year over the term of twenty (20) years from the date of execution of this Promissory Note. No interest shall accrue during the period before the payment of this Promissory Note.

Borrower may assign this Promissory Note, and the Loan represented hereby, provided that any assignee must be first approved in writing by the City as if the assignee were an original Borrower. In the event the assignee is not first approved in writing by the City, payment of the Promissory Note is due and payable immediately by Borrower.

1. HOME Rents. BORROWER shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed \$1076 minus tenant paid utilities. BORROWER agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. BORROWER may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide BORROWER written authorization for any increase in the HOME rents.
3. Conversions. BORROWER shall not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
4. Discrimination. BORROWER shall not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
5. Affirmative Marketing. BORROWER shall comply with CITY's HOME Affirmative Marketing Plan.
6. Maintenance and Inspection. BORROWER shall maintain the property in a safe and sanitary condition and maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. BORROWER shall allow CITY to inspect each unit for compliance with Section 8 Housing

Quality Standards annually.

7. Occupancy Reports. BORROWER shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY may verify the information submitted by BORROWER.
8. Taxes, Assessments and Insurance. BORROWER shall pay all taxes and assessment of every kind or nature upon said property. BORROWER shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to BORROWER and CITY. The insurance policy shall contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy upon issuance and at each renewal. BORROWER shall submit a valid Certificate of Insurance to the Community Development office of CITY.

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by the undersigned to the City of Amarillo, Department of Community Development, Trustee, conveying the property described as follows:

Lot 004, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas.

The failure to pay this Note or the failure to meet any of its other terms at the option of the holder, matures this Note, and it shall at once become due and payable without notice or demand and the Deed of Trust given to secure its payment may be foreclosed; and the failure to exercise this option shall not constitute a waiver of the right of the holder to exercise it in the event of any subsequent default.

The undersigned and all endorsers, and all persons liable or to become liable on this Note, waive presentment, demand for payment, protest, notice of Protest, notice of dishonor, diligence in collecting or bringing suit against any party to this Note, and all other demands or notices in connection with the delivery acceptance, performance, default or enforcement of this note;

If this Note is placed in the hands of an attorney for collection or is collected through the Probate Court or the Bankruptcy Court or through other legal proceeding, the undersigned promise to pay, as attorney's fees, an additional amount equal to ten percent (10%) of the amount then owing on this note;

In witness whereof, this Note has been duly executed by the undersigned, as of this _____ day of _____ 2017.

BORROWER(S):

Collins Family Properties, LLC

Community Development
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

DEED OF TRUST

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF POTTER

THAT THE UNDERSIGNED, Collins Family Properties, LLC. of the County of Potter, and State of Texas, in consideration of the debt and trust hereinafter mentioned, has/have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto the City of Amarillo, Department of Community Development, Trustee, and to its successors and assigns forever, the following described property, situated, lying and being in the County of Potter and State of Texas, to-wit:

Lot 004, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, its successors and assigns forever. And the undersigned hereby bind my heirs, executors, administrators, and assigns to warrant and forever defend all and singular the said premises, unto the said Trustee, its successors and assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of a promissory note of even date herewith (hereinafter referred to as Note), executed by the undersigned, payable to the City of Amarillo, or order, at Amarillo, Texas as follows:

A no-interest deferred-payment loan in the principal amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) payable on the _____ day of _____, 2037. The lien secured hereby shall be discharged if at the end of twenty (20) years from date hereof, the Grantor has fully complied with all of the terms and conditions of the Note executed by the Grantor of even date herewith. Payment of the loan amount is subject to the conditions of the Promissory Note: Assignment of the Promissory Note without prior approval accelerates full payment of the principal.

1. HOME Rents. Undersigned shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed 1076 minus tenant paid utilities. Undersigned agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. Undersigned may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide Undersigned written authorization for any increase in the HOME rents.

3. Conversions. Undersigned agrees not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
4. Discrimination. Undersigned shall not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
5. Affirmative Marketing. Undersigned shall to comply with CITY's HOME Affirmative Marketing Plan.
6. Maintenance and Inspection. Undersigned shall maintain the property in a safe and sanitary condition and maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. Undersigned agrees to allow CITY to inspect each unit for compliance with Section 8 Housing Quality Standards annually.
7. Occupancy Reports. Undersigned shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY may verify the information submitted by Undersigned.
8. Taxes, Assessments and Insurance. Undersigned shall pay all taxes and assessment of every kind or nature upon said property. Undersigned shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to Undersigned and CITY. The insurance policy shall contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy upon issuance and at each renewal. Undersigned shall submit a valid Certificate of Insurance to the Community Development office of CITY.

Failure to pay the Note or the failure to meet any of its other terms, at the option of the holder, matures the amortized amount of the Note, and it shall at once become due and payable without notice or demand.

WITNESS my hand(s) this _____ day of _____ 2017.

Collins Family Properties, LLC
 By: _____
 Printed Name: _____
 Title: _____

STATE OF TEXAS)(
 COUNTY OF Potter)(

 This instrument was acknowledged before me on this _____ day of _____
 2017, by _____ as _____ of Collins Family Properties, LLC on
 behalf of said company.

 Notary Public, State of Texas

HOME RENTAL REHABILITATION CONTRACT

This agreement is made between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "CITY", and Collins Family Properties, LLC. Hereinafter called "OWNER", pursuant to CITY's HOME Investment Partnership Program of the National Affordable Housing Act of 1990, as amended, (Contract Number M –16- MC-48-0211, CFDA Number 14.239) to construct new construction property located at 302 N. Madison, upon the following terms and conditions performable in Potter and Randall Counties, Texas:

CITY is approving a forgivable no interest deferred payment loan, the terms and conditions of which are contained in the HOME Rental Rehabilitation Promissory Note attached hereto and incorporated herein by reference, to be used by the OWNER solely for the purpose of constructing the rental unit(s) located at 302 N. Madison, and further being described as the Lot 007, Block 0141, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas, for the use by the OWNER as residential rental property. The term of this contract and the affordability period shall be TWENTY (20) years from the date of completion of all new construction work.

OWNER represents that the information submitted in OWNER's application is true and correct and that OWNER is the owner of record of the property described above. OWNER acknowledges said property will be maintained as residential rental property which is to be rented to low income members of the public for residential purposes.

The assistance to be provided will be limited to that work which is required to bring the structure into compliance with the Community Development Minimum Property Standards and General Bid Specifications, and all applicable City building and housing codes. The work to be performed is more particularly defined in the Scope of Work attached to this contract and by this reference made a part of this contract.

CITY agrees to provide OWNER assistance to construct the hereinabove described rental unit(s) in an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000) or 50% of the actual costs of the required new construction work per unit, whichever is less.

OWNER shall execute herewith a preliminary Promissory Note and Deed of Trust attached hereto and incorporated by reference, in the amount of SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000) to be replaced by a subsequent Promissory Note and Deed of Trust in the amount of actual allowable construction costs determined upon completion of the construction work. OWNER claims no homestead interest in said property. CITY will make interim and final payments to the OWNER or a designee upon receipt by the CITY of a request for payment in a format prescribed by CITY. All payments are subject to inspection and approval by the CITY to insure work has been satisfactorily completed.

OWNER may perform, as general contractor, the required new construction as specified in

the approved work write-up, provided that OWNER complies with all applicable building codes and ordinances and the provisions of the HOME Rental Rehabilitation Handbook and regulations. OWNER agrees that work specified will begin within thirty (30) days and must be completed within a maximum of 180 calendar days from the date of execution of this agreement.

OWNER shall solicit for contract or subcontract construction work through competitive bids, obtaining a minimum of three (3) bids for general contracts, and two (2) itemized bids for subcontracts. All contractors and subcontractors involved in the construction must be licensed by the Building Safety Department of CITY. OWNER will provide evidence of efforts to solicit bids from minority and women contractors or subcontractors. CITY will review the bids and authorize the OWNER to enter into a contract or subcontract. Once authorized to enter into a contract of subcontract and prior to the execution of any such contract, subcontract or change order, the OWNER shall provide the City with a copy of the proposed contract, subcontract or change order for review and approval. In its sole discretion, City may reasonable refuse to approve or otherwise reject any proposed contract, subcontract, or change order. If the City rejects and does not approve a proposed contract, subcontract, or change order the OWNER shall not execute or otherwise agree to the performance of contract or subcontract rehabilitation work under the rejected contract, subcontract, or change order. OWNER shall not enter into or agree to a contract, subcontract, or change order without the prior written approval of the City. City will not make any payments to OWNER for contract or subcontract rehabilitation work under a rejected contract, subcontract or change order. The OWNER agrees not to permit or make changes to the HOME Rental Rehabilitation work write-up without the prior written approval of the CITY.

OWNER shall comply with all provisions of the HOME Rental Rehabilitation Program, including, but not limited to, compliance with the federal equal opportunity laws, and to comply with the requirements and conditions set forth in the HOME Rental Rehabilitation Promissory Note incorporated herein by reference and made a part hereof.

OWNER shall comply with all federal laws and regulations regarding the HOME Rental Rehabilitation Program, and with all reasonable policies and procedures established by the CITY necessary to administer and monitor the HOME Rental Rehabilitation Program. Owner will secure and pay for all required permits and licenses.

During the term of this contract, OWNER shall make the books and records related to the property available for inspection by any representative of the CITY, the Department of Housing and Urban Development, and the CITY's independent auditors that the CITY may determine necessary, at any mutually convenient time.

OWNER shall not assign or transfer any of its interest in this contract without the prior written approval of CITY. Upon any such approved assignment or transfer, OWNER will provide to CITY an

executed copy of the assignment or transfer documents within three days of the assignment or transfer.

This contract may be terminated by City upon at least seven (7) days written notice to OWNER in the event the project is abandoned to a period of three (3) months.

If through any cause OWNER fails to fulfill the obligations under this contract or if OWNER violates any of the conditions of the contract, CITY may give written notice of such violation or failure to comply to OWNER. Within thirty (30) days after receipt of such notice, OWNER shall inform the CITY in writing of the corrective actions taken. OWNER shall exercise all due diligence to correct any and all violations. In the event the violations are not fully corrected within the time allowed, CITY retains the right to terminate this contract forthwith. Upon termination, the Promissory Note shall at once become due and payable without notice or demand and the lien given to secure its payment may be foreclosed.

No officer, employee, or agent of the CITY who exercises any functions or responsibilities with respect to the carrying out of the program shall have any interest, direct or indirect, in this contract or the proceeds thereof.

OWNER will defend, indemnify and hold harmless the CITY, its officers and employees, from any and all liability and claims for damages because of bodily injury, death, property damage or loss and expense of any kind, including but not limited to reasonable attorney's fees, interests, court costs, and unpaid labor and materials claims, resulting in OWNER's performance under this contract.

No member or delegate of the Congress of the United States or employee of a member of congress and no resident commissioner shall be permitted to any share or part of this contract or to any benefit to arise herefrom.

OWNER represents that at the time of execution hereof OWNER is not listed on the disbarred and suspended contractors list of the U.S. Department of Housing and Urban Development.

This contract, with the attachments adopted herein by reference, constitutes and expresses the entire agreement between the parties hereto and shall not be amended or modified except by written instrument signed by both parties.

This contract is governed by the laws of the State of Texas with venue for any legal action to be in the courts located in Potter County and Randall County, Texas.

If any provision of this contract or the documents incorporated herein shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected.

Executed this _____ day of April 2017.

ATTEST:

Jared Miller, City Manager

Frances Hibbs, City Secretary

Collins Family Properties, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS)(.

COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by Jared Miller, City Manager.

Notary Public in and for the State of Texas

STATE OF TEXAS)(

COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by

_____ as _____ of Collins Family Properties, LLC. on behalf of said company.

Notary Public in and for the State of Texas

**HOME RENTAL REHABILITATION PROGRAM
PROMISSORY NOTE**

For value received, Collins Family Properties, LLC, hereinafter called Borrower, of the County of Potter, State of Texas, promises to pay the City of Amarillo the sum SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000.00) which represents the entire principal of a HOME rental rehabilitation no-interest, deferred-payment loan, payable at the office of Community Development, City of Amarillo, County of Potter, Texas, (or such other place as the holder hereof may from time to time designate), payable on the _____ day of _____, 2037.

Payment of the loan amount is subject to the following conditions, which are made a part of this Promissory Note. This Promissory Note shall be discharged and the Borrower released if at the end of twenty (20) years from date hereof the Borrower has fully complied with all of the conditions of the Promissory Note. Payment of this Promissory Note by Borrower shall be amortized equally per year over the term of twenty (20) years from the date of execution of this Promissory Note. No interest shall accrue during the period before the payment of this Promissory Note.

Borrower may assign this Promissory Note, and the Loan represented hereby, provided that any assignee must be first approved in writing by the City as if the assignee were an original Borrower. In the event the assignee is not first approved in writing by the City, payment of the Promissory Note is due and payable immediately by Borrower.

1. HOME Rents. BORROWER shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed \$1076 minus tenant paid utilities. BORROWER agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. BORROWER may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide BORROWER written authorization for any increase in the HOME rents.
3. Conversions. BORROWER shall not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
4. Discrimination. BORROWER shall not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
5. Affirmative Marketing. BORROWER shall comply with CITY's HOME Affirmative Marketing Plan.
6. Maintenance and Inspection. BORROWER shall maintain the property in a safe and sanitary condition and maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. BORROWER shall allow CITY to inspect each unit for compliance with Section 8 Housing

Quality Standards annually.

7. Occupancy Reports. BORROWER shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY may verify the information submitted by BORROWER.
8. Taxes, Assessments and Insurance. BORROWER shall pay all taxes and assessment of every kind or nature upon said property. BORROWER shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to BORROWER and CITY. The insurance policy shall contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy upon issuance and at each renewal. BORROWER shall submit a valid Certificate of Insurance to the Community Development office of CITY.

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by the undersigned to the City of Amarillo, Department of Community Development, Trustee, conveying the property described as follows:

Lot 007, Block 0141, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas.

The failure to pay this Note or the failure to meet any of its other terms at the option of the holder, matures this Note, and it shall at once become due and payable without notice or demand and the Deed of Trust given to secure its payment may be foreclosed; and the failure to exercise this option shall not constitute a waiver of the right of the holder to exercise it in the event of any subsequent default.

The undersigned and all endorsers, and all persons liable or to become liable on this Note, waive presentment, demand for payment, protest, notice of Protest, notice of dishonor, diligence in collecting or bringing suit against any party to this Note, and all other demands or notices in connection with the delivery acceptance, performance, default or enforcement of this note;

If this Note is placed in the hands of an attorney for collection or is collected through the Probate Court or the Bankruptcy Court or through other legal proceeding, the undersigned promise to pay, as attorney's fees, an additional amount equal to ten percent (10%) of the amount then owing on this note;

In witness whereof, this Note has been duly executed by the undersigned, as of this _____ day of _____ 2017.

BORROWER(S):

Collins Family Properties, LLC

Community Development
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

DEED OF TRUST

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF POTTER

THAT THE UNDERSIGNED, Collins Family Properties, LLC. of the County of Potter, and State of Texas, in consideration of the debt and trust hereinafter mentioned, has/have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto the City of Amarillo, Department of Community Development, Trustee, and to its successors and assigns forever, the following described property, situated, lying and being in the County of Potter and State of Texas, to-wit:

Lot 007, Block 0141., Glidden and Sanborn, an addition to the City of Amarillo, Potter County,
Texas

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, its successors and assigns forever. And the undersigned hereby bind my heirs, executors, administrators, and assigns to warrant and forever defend all and singular the said premises, unto the said Trustee, its successors and assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of a promissory note of even date herewith (hereinafter referred to as Note), executed by the undersigned, payable to the City of Amarillo, or order, at Amarillo, Texas as follows:

A no-interest deferred-payment loan in the principal amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) payable on the _____ day of _____, 2037. The lien secured hereby shall be discharged if at the end of twenty (20) years from date hereof, the Grantor has fully complied with all of the terms and conditions of the Note executed by the Grantor of even date herewith. Payment of the loan amount is subject to the conditions of the Promissory Note: Assignment of the Promissory Note without prior approval accelerates full payment of the principal.

1. HOME Rents. Undersigned shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed 1076 minus tenant paid utilities. Undersigned agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. Undersigned may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide Undersigned written authorization for any increase in the HOME rents.

3. Conversions. Undersigned agrees not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
4. Discrimination. Undersigned shall not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
5. Affirmative Marketing. Undersigned shall to comply with CITY's HOME Affirmative Marketing Plan.
6. Maintenance and Inspection. Undersigned shall maintain the property in a safe and sanitary condition and maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. Undersigned agrees to allow CITY to inspect each unit for compliance with Section 8 Housing Quality Standards annually.
7. Occupancy Reports. Undersigned shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY may verify the information submitted by Undersigned.
8. Taxes, Assessments and Insurance. Undersigned shall pay all taxes and assessment of every kind or nature upon said property. Undersigned shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to Undersigned and CITY. The insurance policy shall contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy upon issuance and at each renewal. Undersigned shall submit a valid Certificate of Insurance to the Community Development office of CITY.

Failure to pay the Note or the failure to meet any of its other terms, at the option of the holder, matures the amortized amount of the Note, and it shall at once become due and payable without notice or demand.

WITNESS my hand(s) this _____ day of _____ 2017.

Collins Family Properties, LLC
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS)(
COUNTY OF Potter)(

This instrument was acknowledged before me on this _____ day of _____
2017, by _____ as _____ of Collins Family Properties, LLC on
behalf of said company.

Notary Public, State of Texas

HOME RENTAL REHABILITATION CONTRACT

This agreement is made between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "CITY", and Collins Family Properties, LLC. Hereinafter called "OWNER", pursuant to CITY's HOME Investment Partnership Program of the National Affordable Housing Act of 1990, as amended, (Contract Number M –16- MC-48-0211, CFDA Number 14.239) to construct new construction property located at 601 N. Monroe, upon the following terms and conditions performable in Potter and Randall Counties, Texas:

CITY is approving a forgivable no interest deferred payment loan, the terms and conditions of which are contained in the HOME Rental Rehabilitation Promissory Note attached hereto and by reference made a part hereof, to be used by the OWNER solely for the purpose of constructing the rental unit(s) located at 601 N. Monroe, and further being described as the Lot 005, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas, for the use by the OWNER as residential rental property. The term of this contract and the affordability period shall be TWENTY (20) years from the date of completion of all new construction work.

OWNER represents that the information submitted in OWNER's application is true and correct and that OWNER is the owner of record of the property described above. OWNER acknowledges said property will be maintained as residential rental property which is to be rented to low income members of the public for residential purposes.

The assistance to be provided will be limited to that work which is required to bring the structure into compliance with the Community Development Minimum Property Standards and General Bid Specifications, and all applicable City building and housing codes. The work to be performed is more particularly defined in the Scope of Work attached to this contract and by this reference made a part of this contract.

CITY agrees to provide OWNER assistance to construct the hereinabove described rental unit(s) in an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000) or 50% of the actual costs of the required new construction work per unit, whichever is less.

OWNER shall execute herewith a preliminary Promissory Note and Deed of Trust in the amount of SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000) to be replaced by a subsequent Promissory Note and Deed of Trust in the amount of actual allowable construction costs determined upon completion of the construction work. OWNER claims no homestead interest in said property. CITY will make interim and final payments to the OWNER or a designee upon receipt by the CITY of a request for payment in a format prescribed by CITY. All payments are subject to inspection and approval by the CITY to insure work has been satisfactorily completed.

OWNER will be allowed to perform, as general contractor, the required new construction as specified in the approved work write-up, provided that OWNER complies with all applicable building

codes and ordinances and the provisions of the HOME Rental Rehabilitation Handbook and regulations. OWNER agrees that work specified will begin within thirty (30) days and must be completed within a maximum of 180 calendar days from the date of execution of this agreement.

OWNER agrees to solicit for contract or subcontract construction work through competitive bids, obtaining a minimum of three (3) bids for general contracts, and two (2) itemized bids for subcontracts. All contractors and subcontractors involved in the construction must be licensed by the Building Safety Department of CITY. OWNER will provide evidence of efforts to solicit bids from minority and women contractors or subcontractors. CITY will review the bids and authorize the OWNER to enter into a contract or subcontract. The OWNER agrees not to permit or make changes to the HOME Rental Rehabilitation work write-up without the prior written approval of the CITY.

OWNER agrees to comply with all provisions of the HOME Rental Rehabilitation Program, including, but not limited to, compliance with the federal equal opportunity laws, and to comply with the requirements and conditions set forth in the HOME Rental Rehabilitation Promissory Note incorporated herein by reference and made a part hereof.

OWNER agrees to comply with all federal laws and regulations regarding the HOME Rental Rehabilitation Program, and with all reasonable policies and procedures established by the CITY necessary to administer and monitor the HOME Rental Rehabilitation Program. Owner will secure and pay for all required permits and licenses.

During the term of this contract, OWNER agrees to make the books and records related to the property available for inspection by any representative of the CITY, the Department of Housing and Urban Development, and the CITY's independent auditors that the CITY may determine necessary, at any mutually convenient time.

OWNER shall not assign or transfer any of its interest in this contract without the prior written approval of CITY. Upon any such approved assignment or transfer, OWNER will provide to CITY an executed copy of the assignment or transfer documents within three days of the assignment or transfer.

This contract may be terminated by City upon at least seven (7) days written notice to OWNER in the event the project is abandoned to a period of three (3) months.

If through any cause OWNER fails to fulfill the obligations under this contract or if OWNER violates any of the conditions of the contract, CITY shall give written notice of such violation or failure to comply to OWNER. Within thirty (30) days after receipt of such notice, OWNER shall inform the CITY in writing of the corrective actions taken. OWNER shall exercise all due diligence to correct any and all violations. In the event the violations are not fully corrected within the time allowed, CITY retains the right to terminate this contract forthwith. Upon termination, the Promissory Note shall at once become due and payable without notice or demand and the lien given to secure

its payment may be foreclosed.

No officer, employee, or agent of the CITY who exercises any functions or responsibilities with respect to the carrying out of the program shall have any interest, direct or indirect, in this contract or the proceeds thereof.

OWNER will defend, indemnify and hold harmless the CITY, its officers and employees, from any and all liability and claims for damages because of bodily injury, death, property damage or loss and expense of any kind, including but not limited to reasonable attorney's fees, interests, court costs, and unpaid labor and materials claims, resulting in OWNER's performance under this contract.

No member or delegate of the Congress of the United States or employee of a member of congress and no resident commissioner shall be permitted to any share or part of this contract or to any benefit to arise herefrom.

OWNER represents that at the time of execution hereof OWNER is not listed on the disbarred and suspended contractors list of the U.S. Department of Housing and Urban Development.

This contract, with the attachments adopted herein by reference, constitutes and expresses the entire agreement between the parties hereto and shall not be amended or modified except by written instrument signed by both parties.

This contract is governed by the laws of the State of Texas with venue for any legal action to be in the courts located in Potter County and Randall County, Texas.

If any provision of this contract or the documents incorporated herein shall be declared illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected.

Executed this _____ day of April 2017.

CITY OF AMARILLO

Jared Miller, City Attorney

ATTEST:

Frances Hibbs, City Secretary

Collins Family Properties, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS)(

COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by Jared Miller, City Manager.

Notary Public in and for the State of Texas

STATE OF TEXAS)(

COUNTY OF COUNTY)(

This instrument was acknowledged before me on this ____ day of April 2017, by

_____ as _____ of Collins Family Properties, LLC. on behalf of said company.

Notary Public in and for the State of Texas

**HOME RENTAL REHABILITATION PROGRAM
PROMISSORY NOTE**

For value received, the undersigned party, hereinafter called Borrower, of the County of Potter, and State of Texas, promises to pay the City of Amarillo the sum SIXTY THOUSAND AND NO ONE HUNDRED DOLLARS (\$60,000.00) which represents the entire principal of a HOME rental rehabilitation no-interest, deferred-payment loan, payable at the office of Community Development, City of Amarillo, County of Potter, Texas, (or such other place as the holder hereof may from time to time designate), payable on the _____ day of _____, 2037.

Payment of the loan amount is subject to the following conditions, which are made a part of this Promissory Note. This Promissory Note shall be discharged and the Borrower released if at the end of twenty (20) years from date hereof the Borrower has fully complied with all of the conditions of the Promissory Note. Payment of this Promissory Note by Borrower shall be amortized equally per year over the term of twenty (20) years from the date of execution of this Promissory Note. No interest shall accrue during the period before the payment of this Promissory Note.

Borrower may assign this Promissory Note, and the Loan represented hereby, provided that any assignee must be first approved by the City as if the assignee were an original Borrower. In the event the assignee is not first approved by the City, payment of the Promissory Note is due and payable immediately by Borrower.

1. HOME Rents. BORROWER shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed \$1076 minus tenant paid utilities. BORROWER agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. BORROWER may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide BORROWER written authorization for any increase in the HOME rents.
3. Conversions. BORROWER agrees not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
4. Discrimination. BORROWER agrees not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
5. Affirmative Marketing. BORROWER agrees to comply with CITY's HOME Affirmative Marketing Plan.
6. Maintenance and Inspection. BORROWER agrees to maintain the property in a safe and sanitary condition and to maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. BORROWER agrees to allow CITY to inspect each unit for compliance with Section 8

Housing Quality Standards annually but not less than every three years.

7. Occupancy Reports. BORROWER shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY will verify the information submitted by BORROWER.
8. Taxes, Assessments and Insurance. BORROWER shall pay all taxes and assessment of every kind or nature upon said property. BORROWER shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to BORROWER and CITY. The insurance policy will contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy. BORROWER shall submit a valid Certificate of Insurance to the Community Development office of CITY.

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by the undersigned to the City of Amarillo, Department of Community Development, Trustee, conveying the property described as follows:

Lot 005, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County, Texas.

The failure to pay this Note or the failure to meet any of its other terms at the option of the holder, matures this Note, and it shall at once become due and payable without notice or demand and the Deed of Trust given to secure its payment may be foreclosed; and the failure to exercise this option shall not constitute a waiver of the right of the holder to exercise it in the event of any subsequent default.

The undersigned and all endorers, and all persons liable or to become liable on this Note, waive demand, protest and notice of demand, protest and nonpayment;

If this Note is placed in the hands of an attorney for collection or is collected through the Probate Court or the Bankruptcy Court or through other legal proceeding, the undersigned promise to pay, as attorney's fees, an additional amount equal to ten percent (10%) of the amount then owing on this note;

In witness whereof, this Note has been duly executed by the undersigned, as of this _____ day of _____ 2017.

BORROWER(S):

Collins Family Properties, LLC

Community Development
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

DEED OF TRUST

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF POTTER

THAT THE UNDERSIGNED, Collins Family Properties, LLC. of the County of Potter, and State of Texas, in consideration of the debt and trust hereinafter mentioned, has/have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto the City of Amarillo, Department of Community Development, Trustee, and to its successors and assigns forever, the following described property, situated, lying and being in the County of Potter and State of Texas, to-wit:

Lot 005, Block 0138, Glidden and Sanborn, an addition to the City of Amarillo, Potter County,
Texas

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, its successors and assigns forever. And the undersigned hereby bind my heirs, executors, administrators, and assigns to warrant and forever defend all and singular the said premises, unto the said Trustee, its successors and assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of a promissory note of even date herewith (hereinafter referred to as Note), executed by the undersigned, payable to the City of Amarillo, or order, at Amarillo, Texas as follows:

A no-interest deferred-payment loan in the principal amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) payable on the _____ day of _____, 2037. The lien secured hereby shall be discharged if at the end of twenty (20) years from date hereof, the Grantor has fully complied with all of the terms and conditions of the Note executed by the Grantor of even date herewith. Payment of the loan amount is subject to the conditions of the Promissory Note: Assignment of the Promissory Note without prior approval accelerates full payment of the principal.

1. HOME Rents. Undersigned shall make the unit(s) available to tenants at a gross monthly rental charge that does not exceed 1076 minus tenant paid utilities. Undersigned agrees the allowance for utilities will be based on the Section 8 utility allowance as prepared by Community Development office of CITY.
2. Annual Adjustments to HOME Rents. Undersigned may request an annual adjustment of the HOME Rent when the Department of Housing and Urban Development publishes new Fair Market Rents and calculations of rents affordable to households earning 65% and 50% of median income. A request for an adjustment in the HOME Rent may be made only on or after the annual anniversary of the completion of the renovation work. CITY shall provide Undersigned written authorization for any increase in the HOME rents.

3. Conversions. Undersigned agrees not to convert the rental unit(s) to condominium ownership during the twenty (20) year term and period of affordability.
4. Discrimination. Undersigned agrees not to discriminate against prospective tenants on the basis of their receipt or eligibility for housing assistance under any Federal, State, or local housing assistance program.
5. Affirmative Marketing. Undersigned agrees to comply with CITY's HOME Affirmative Marketing Plan.
6. Maintenance and Inspection. Undersigned agrees to maintain the property in a safe and sanitary condition and to maintain the property in compliance with the Section 8 Housing Quality Standards and all City of Amarillo building, plumbing, electrical, and mechanical Codes. Undersigned agrees to allow CITY to inspect each unit for compliance with Section 8 Housing Quality Standards annually but not less than every three years.
7. Occupancy Reports. Undersigned shall submit to CITY annual reports regarding the occupancy of the unit(s) and the income and family characteristics of the tenants residing in the unit(s). CITY will verify the information submitted by Undersigned.
8. Taxes, Assessments and Insurance. Undersigned shall pay all taxes and assessment of every kind or nature upon said property. Undersigned shall procure and maintain fire and extended coverage insurance on said property in the amount of 80% of the replacement value, exclusive of deductibles. Loss shall be made payable to Undersigned and CITY. The insurance policy will contain a provision that the insurance carrier will notify CITY at least 30 days prior to suspension or cancellation of the Policy. Undersigned shall submit a valid Certificate of Insurance to the Community Development office of CITY.

Failure to pay the Note or the failure to meet any of its other terms, at the option of the holder, matures the amortized amount of the Note, and it shall at once become due and payable without notice or demand.

WITNESS my hand(s) this _____ day of _____ 2017.

Collins Family Properties, LLC
By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS)(
COUNTY OF Potter)(

This instrument was acknowledged before me on this _____ day of _____
2017, by _____ as _____ of Collins Family Properties, LLC on
behalf of said company.

Notary Public, State of Texas



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	03/28/2017	Council Priority	Long Term Plan for Infrastructure
Department	Aviation		

Agenda Caption

Approve Task Order 19 between RS&H, Inc. and the Rick Husband Amarillo International Airport for Design and Bid services for the refurbishment of the elevator located in the airport parking garage. This includes an alternate for adding a second elevator into the vacant shaft adjacent. The total cost of Task Order 19 is \$73,400.

Agenda Item Summary

This Task Order specifies the Design and Bid services for the refurbishment of “Elevator 5”, located in the airport parking garage. Refurbishment will entail turn-key mechanical modernization and of existing cab finishes. To be bid as an alternate, installation of an additional elevator in the adjacent, unused hoist way/pit. These recommendations came out of an Elevator Assessment Report dated February 11, 2016.

Requested Action

Recommend approval of Task Order 19.

Funding Summary

Funding for this Task Order will be from project 540072 Parking Lot & Garage Enhancements. This project is in the Airport’s 16/17 CIP budget.

Community Engagement Summary

N/A.

Staff Recommendation

Staff recommends the approval of Task Order 19 between RS&H, Inc. and Rick Husband Amarillo International Airport to execute Design and Bid services for the refurbishment of the airport parking garage elevator.

RS&H Project No. 227.0247.019
Short Title: AMA Parking Garage Elevator Refurbishment
Effective Date: March 20th, 2017

TASK ORDER NO. 19

RS&H, INC., a Florida corporation (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for the City of Amarillo, Texas which owns and operates Rick Husband Amarillo International Airport (hereinafter "Client"), in accordance with the terms and conditions of the Master Consulting Service Agreement, dated December 8, 2014, all of which terms and conditions are incorporated herein by reference:

Project Location and Description: Rick Husband Amarillo International Airport (AMA)

This project includes turn-key mechanical and architectural modernization of Elevator No. 5 "Parking Garage Elevator", as well as design for an additional elevator in the vacant shaft adjacent to Elevator No. 5. The design plans and specifications will include a Base Bid and Additive Alternate as described in the Scope of Work.

Scope of Services and Deliverables: The full scope of services and deliverables are described in "Attachment A", which is made a part hereof.

Compensation Terms: The method of payment shall be Lump Sum. The total compensation shall be \$73,400 for services described in "Attachment A". Breakdown for tasks is as follows:

TASK	CONTRACT VALUE
1 – 30% Design	\$30,400
2 – 90% Design	\$18,100
3 – 100% Design / Bid Documents	\$17,100
4 – Bid / Award Services	\$7,800
TOTAL LUMP SUM FEE:	\$73,400

Schedule: Schedule shall be as described in "Attachment A".

CLIENT
CITY OF AMARILLO, TEXAS

By: _____
Typed Name: Jared Miller
Title: City Manager

Attest: _____
Typed Name: Frances Hibbs
Title: City Secretary

[CORPORATE SEAL]

CONSULTANT
RS&H, INC.

By: Rodney L. Bishop Jr.
Typed Name: Rodney L. Bishop Jr.
Title: Vice President

Attest: Melanie L. Nichols
Typed Name: Melanie L. Nichols
Title: Asst. Corporate Secretary

[CORPORATE SEAL]

"ATTACHMENT A"



Rick Husband-Amarillo International Airport

Parking Garage Elevator Refurbishment

PROJECT PROPOSAL / SCOPE OF WORK

RS&H Project No: 227-0247-019



RS&H, Inc.
11011 Richmond Avenue, Suite 900
Houston, Texas 77042
713.914.4455 (P) 713.914.0155 (F)

March 20, 2017

PARKING GARAGE ELEVATOR REFURBISHMENT PROJECT PROPOSAL AND SCOPE OF WORK

1. Project Description

The City of Amarillo, Texas, which owns and operates Rick Husband International Airport (Airport) has requested RS&H, Inc. (Consultant) assist the Airport with developing design plans and specifications for the refurbishment of "Elevator 5", which is located in the airport parking garage, including an alternate for adding a second elevator into the vacant shaft adjacent. The scope includes design and bidding.

In general, the scope shall include the development of design plans and specifications for the following construction packages:

Base Bid

- Turn-key mechanical modernization of the Elevator 5.
- Refurbishment of the existing cab finishes.

Additive Alternate No. 1

- Installation of an additional elevator that would be installed in an adjacent, unused hoistway/pit.

2. Scope of Services

TASK 1: 30% DESIGN

Task 1.1 *Kickoff Meeting / Field Survey*

The Consultant shall coordinate and attend one (1) kickoff meeting at AMA. Immediately following the kickoff meeting, the team will field survey existing conditions documenting details required to perform design tasks. The team will include a structural engineer to verify existing conditions of the shaft (structural modifications not anticipated to be necessary, and are therefore excluded from the scope of work). The client will provide any necessary escorts who are knowledgeable of the airport's MEP systems to provide access to electrical/equipment rooms.

Task 1.2 *Prepare/Distribute Meeting Minutes*

The Consultant will provide written minutes of the meeting and distribute to all attendees within seven (7) calendar days of the meeting. The owner shall respond within ten (10) working days with any revisions.

Task 1.3 *30% Schematic Documents*

The Consultant shall prepare preliminary contract drawings and outline specifications for review. Development of the 30% Schematic Documents will be in coordination with the Airport's authorized representatives and will be based upon earlier investigative work. Specific work elements include:

- Preliminary demo extents identified.
- Initial coordination with electrical, mechanical, and plumbing engineers will be undertaken to determine required elements of work.
- Identification of non-compliant signage and other code requirements.
- Investigation and recommendation of types of equipment needed for modernization program.

- Preliminary finish options will be presented for discussion.

Task 1.4 *Quality Control Review*

The Consultant shall conduct an in-house quality assurance / quality control review of the 30% construction documents prior to submittal to the Airport's authorized representative.

Task 1.5 *30% Cost Estimate*

The Consultant will prepare a ROM cost estimate for the Base Bid and Additive Alternate 1.

Task 1.6 *30% Owner Review Meeting*

The Consultant will conduct a review meeting of the 30% schematic documents by teleconference. The Consultant will provide written minutes of the meeting and distribute to all attendees within seven (7) calendar days of the meeting. The owner shall respond within ten (10) working days with any revisions.

TASK 1 SCHEDULED MEETING SUMMARY

- (1) Kickoff Meeting / Field Survey
- (1) Review Meeting (Teleconference)

TASK 1 DELIVERABLES

- 30% Schematic Documents

TASK 2: 90% DESIGN

Task 2.1 *Incorporate 30% Review Comments*

The Consultant shall review all comments received from the Airport's authorized representatives from the 30% Schematic Document review and incorporate applicable comments into plans, specifications, and cost estimate. RS&H shall provide a written report that addresses each comment and how it was incorporated.

Task 2.2 *Prepare 90% Construction Documents*

The Consultant shall prepare 90% Construction Documents and specifications for review. Development of the 90% Construction Documents will be in coordination with the Airport's authorized representative. Specific work elements include:

- Refinement of preliminary plans to include full scope of construction.
- Preparation of full mechanical, electrical, and plumbing drawings and specifications.
- Code required modifications to the existing conditions will be identified and remediation will be included in the construction documents.
- With owner approval, elevator specifications will be fully developed. Specifications shall include recommended finishes.

Task 2.3 *Quality Control Review*

The Consultant shall conduct an in-house quality assurance / quality control review of the 90% construction documents prior to submittal to the Airport's authorized representative.

Task 2.4 90% Cost Estimate

The Consultant will prepare a detailed estimate of probable construction cost for the proposed elements of work.

Task 2.5 90% Owner Review Meeting

The Consultant will conduct a review meeting of the 90% construction documents by teleconference. The Consultant will provide written minutes of the meeting and distribute to all attendees within seven (7) calendar days of the meeting. The owner shall respond within ten (10) working days with any revisions.

TASK 2 SCHEDULED MEETING SUMMARY

→ (1) Review Meeting (Teleconference)

TASK 2 DELIVERABLES

→ 90% Construction Documents

TASK 3: 100% DESIGN / BID DOCUMENTS

Task 3.1 Incorporate 90% Review Comments

The Consultant shall review all comments received from the Airport's authorized representatives from the 90% Design Document review and incorporate applicable comments into plans, specifications, and cost estimate. RS&H shall provide a written report that addresses each comment and how it was incorporated.

Task 3.2 Prepare 100% Construction Documents

The Consultant shall prepare 100% Construction Documents and specifications for review. Development of the 100% Construction Documents will be in coordination with the Airport's authorized representative. Specific work elements include:

- Complete construction documents identifying the work areas and general notes identifying critical construction items.
- Final mechanical, electrical, and plumbing construction documents.
- Final design for code required modifications will be included in the construction documents.
- Final elevator specifications will be completed including finishes.

Task 3.3 Quality Control Review

The Consultant shall conduct an in-house quality assurance / quality control review of the 100% construction documents prior to submittal to the Airport's authorized representative.

Task 3.4 100% Cost Estimate

The Consultant will complete a final detailed estimate of probable construction cost for the proposed elements of work.

TASK 3 SCHEDULED MEETING SUMMARY

→ N/A

TASK 3 DELIVERABLES

→ 100% Bid Documents

TASK 4: BID/AWARD SERVICES

Task 4.1 Attend Pre-Bid Conference

The Project Manager will attend a pre-bid conference at the airport, receive comments, record the minutes of the conference and distribute to the Airport's authorized representative and prospective contractors.

Task 4.2 Respond to Questions / Issue Addenda

The Consultant shall respond to all RFI's received from bidders and provide required information to the airport in order to issue all required addenda to revise drawings, specifications and other contract documents prepared by RS&H in order to (1) provide clarifications, (2) correct discrepancies, and/or (3) correct errors and/or omissions. The consultant will submit conformed documents that incorporate addenda items if applicable. The scope includes the preparation of one (1) addenda during the bidding process.

Task 4.3 Bid Assistance / Review

The Consultant shall develop tabulation of all bids received and provide evaluation checking for correctness, qualifications of low bidder, DBE participation goals, etc., and make recommendation of award. The Consultant cannot and does not guarantee that bids will not vary from estimate. The recommendations for award shall be within 7 days from the bid opening.

TASK 4 SCHEDULED MEETING SUMMARY

→ (1) Pre-Bid Conference

TASK 4 DELIVERABLES

→ Bid Tabulation

3. Project Schedule

The following represents a preliminary project schedule.

- Kickoff Meeting / Site Review Within 30 days of NTP
- 30%..... Within 60 days of Kickoff
- 90%..... Within 30 days of receipt of 30% comments
- 100%..... Within 30 days of receipt of 90% comments

4. Exclusions and Assumptions

The following are excluded from this proposal:

- Construction Phase Services
- RPR Services
- Structural modifications to existing elevator shaft and structural support components.
- Testing of Elevator Components
- Any other services not explicitly defined

The following are assumed for this proposal:

- All escorts will be provided by AMA as needed, and shall include technical staff knowledgeable of the applicable systems.
- FAA coordination is not necessary
- The existing vacant concrete elevator shaft is as shown on the as-builts dated 11/1/93 with door openings and pit fully formed.
- Access to panels and/or mechanical components provided by AMA personnel.
- Available record documents will be provided by AMA personnel.



SCOPE / TASK TITLE	PROJ. OFC	PROJ. DIR.	PROJ. MGR	ARCH	ELEC. ENG	MECH/ELECTR. ENG	CAD TECH	ADMIN ASSIST	TOTAL
Task 1: 30% DESIGN									
Task 1.1 Kickoff Meeting / Field Survey	2	8	16		16	32			74
Task 1.2 Prepare/Distribute Meeting Minutes			2	2				1	5
Task 1.3 30% Schematic Documents			4	16	10	6	12		48
Task 1.4 Quality Control Review		4	2	2	2	2			12
Task 1.5 30% Cost Estimate			1	1	1	1			4
Task 1.6 30% Owner Review Meeting			2		2	2			6
TOTAL HOURS	2	12	27	21	31	43	12	1	149
BURDENED RATE	\$297.28	\$246.93	\$117.88	\$117.88	\$188.99	\$133.50	\$97.91	\$70.53	
TOTAL BURDENED LABOR	\$ 595	\$ 2,963	\$ 3,183	\$ 2,476	\$ 5,859	\$ 5,740	\$ 1,175	\$ 71	\$ 22,100
OTHER DIRECT NON-SALARY COSTS									
REPRODUCTION	# DWG @	# PGS @	# SETS						
	\$1.60	\$0.50							
Drawings	15		1						
Pages (Reports / Specs)		100	1						
TOTAL REPRODUCTION									\$ 74
POSTAGE/DELIVERY	# PKGS @	# PKGS @							
	\$15.00	\$3.00							
	1	0							
									\$0
TOTAL POSTAGE/DELIVERY									\$ 15
SPECIALTY SUBCONSULTANTS	DBE?	ROLE							
Barbre Consulting	N	Elevator Consulting Services							
Projected DBE Percentage:	0%								
TOTAL SPECIALTY SUBCONSULTANTS:									\$ 4,000
TRAVEL	People	Days	Airfare @ \$750	Car @ \$75	Lodging @ \$150	Per Diem @ \$51			
Kickoff Meeting / Field Survey	4	2	\$ 3,000	\$ 150	\$ 600	\$ 408			
TOTAL TRAVEL									\$ 4,158
TOTAL ODC's:									\$ 8,300
Total Lump Sum Fee for: Task 1: 30% DESIGN									\$ 30,400



SCOPE / TASK TITLE		PROJ. OFC	PROJ. DIR.	PROJ. MGR	ARCH #	ELEC. ENG #	MECH. & ENG #	CAD TECH	ADMIN ASSIST.	TOTAL
Task 2: 90% DESIGN										
Task 2.1	Incorporate 30% Review Comments			1	2	1	1	4		9
Task 2.2	Prepare 90% Construction Documents			16	16	12	18	18		80
Task 2.3	Quality Control Review		4	2	2	2	1			11
Task 2.4	90% Cost Estimate			2	1	2	1			6
Task 2.5	90% Owner Review Meeting			2		2	2			6
TOTAL HOURS		0	4	23	21	19	23	22	0	112
BURDENED RATE		\$297.28	\$246.93	\$117.88	\$117.88	\$188.99	\$133.50	\$97.91	\$70.53	
TOTAL BURDENED LABOR		\$ -	\$ 988	\$ 2,711	\$ 2,476	\$ 3,591	\$ 3,070	\$ 2,154	\$ -	\$ 15,000
OTHER DIRECT NON-SALARY COSTS										
REPRODUCTION		# DWG @	# PGS @	# SETS						
		\$1.60	\$0.50							
Drawings		20		1						\$32
Pages (Reports / Specs)			100	1						\$50
TOTAL REPRODUCTION										\$ 82
POSTAGE/DELIVERY		# PKGS @	# PKGS @							
		\$15.00	\$3.00							
		1	0							\$15
										\$0
TOTAL POSTAGE/DELIVERY										\$ 15
SPECIALTY SUBCONSULTANTS		DBE?	ROLE							
Barbre Consulting		N	Elevator Consulting Services							\$3,000
Projected DBE Percentage:		0%								
TOTAL SPECIALTY SUBCONSULTANTS:										\$ 3,000
TRAVEL		People	Days	Airfare @ \$750	Car @ \$75	Lodging @ \$150	Per Diem @ \$51			
		0	0	\$ -	\$ -	\$ -	\$ -		\$ -	
TOTAL TRAVEL										\$ -
TOTAL ODC's:										\$ 3,100
Total Lump Sum Fee for: Task 2: 90% DESIGN										\$ 18,100





SCOPE / TASK TITLE	PROJ. OFC	PROJ. DIR.	PROJ. MGR	ARCH	ELEC. ENG	MECH/ELECT. ENG	CAD TECH	ADMIN ASSIST	TOTAL
Task 4: BID/AWARD SERVICES									
Task 4.1 Attend Pre-Bid Conference			8						8
Task 4.2 Respond to Questions / Issue Addenda		4	8	4	2	2	4		24
Task 4.3 Bid Assistance / Review			3					1	4
TOTAL HOURS	0	4	19	4	2	2	4	1	36
BURDENED RATE	\$297.28	\$246.93	\$117.88	\$117.88	\$188.99	\$133.50	\$97.91	\$70.53	
TOTAL BURDENED LABOR	\$ -	\$ 988	\$ 2,240	\$ 472	\$ 378	\$ 267	\$ 392	\$ 71	\$ 4,900
OTHER DIRECT NON-SALARY COSTS									
REPRODUCTION	# DWG @	# PGS @	# SETS						
	\$1.60	\$0.50							
Drawings	5		1						
Pages (Reports / Specs)		50	1						
TOTAL REPRODUCTION									\$ 33
POSTAGE/DELIVERY	# PKGS @	# PKGS @							
	\$15.00	\$3.00							
	0	1							
									\$0
TOTAL POSTAGE/DELIVERY									\$ 3
SPECIALTY SUBCONSULTANTS	DBE?	ROLE							
Barbre Consulting	N	Elevator Consulting Services							
Projected DBE Percentage:	0%								
TOTAL SPECIALTY SUBCONSULTANTS:									\$ 1,750
TRAVEL	People	Days	Airfare @ \$750	Car @ \$75	Lodging @ \$150	Per Diem @ \$75			
Kickoff Meeting / Field Survey	1	1	\$ 750	\$ 75	\$ 150	\$ 75			
TOTAL TRAVEL									\$ 1,050
TOTAL ODC's:									\$ 2,900
Total Lump Sum Fee for: Task 4: BID/AWARD SERVICES									\$ 7,800
Total Lump Sum Fee for: Design Services									\$ 73,400



BARBRE Consulting, Inc.

322 SPRING HILL DRIVE, SUITE A500
THE WOODLANDS, TEXAS 77386
T 281.466.8020 F 281.466.8081

VERTICAL TRANSPORTATION CONSULTING SERVICES MODERNIZATION PROPOSAL

Rick Husband Amarillo International Airport

Prepared for:

RS&H, Inc.
11011 Richmond Avenue
Houston, Texas 77042

Prepared by:

Ted Giraud, Sr. | Office Manager

JULY 26, 2016,
BCI PROPOSAL NUMBER: 1592-4

BARBRE CONSULTING, INC.

322 SPRING HILL DRIVE, SUITE A500
THE WOODLANDS, TEXAS 77386
T 281.466.8020 F 281.466.8081

COMPREHENSIVE SERVICES

Barbre Consulting, Inc. (BCI) agrees to furnish RS&H, Inc., hereinafter referred to as the "Client," vertical transportation equipment consulting services pursuant to the following terms and conditions for One (1) elevator and One (1) future elevator found in the Rick Husband Amarillo International Airport, Amarillo, Texas 79111-1211 and hereinafter referred to as the "Project" as follows:

DESIGN SERVICES: STUDY PHASE

BCI shall:

- A. Provide the Client with an Executive Summary Report documenting the BCI Job Site Survey and Modernization/Installation Study results. The Executive Summary Report shall contain the following information:
 - 1. Recommended types of equipment needed for modernization/installation program.
 - 2. An existing equipment summary disposition for possible retention during a modernization program; also, provide pertinent Modernization Program options to the Owner.
 - 3. All applicable elevator related Code requirements, non Code compliant building conditions, and handicapped accessibility requirements.
 - 4. Related work required by other Trades during modernization/Installation program. Provide current cost estimate for the recommended elevator modernization and/or installation program.
 - 5. BCI's modernization/Installation project recommendation.
- B. Review the project program to establish project specific requirements with the Team.
- C. Attend one (1) meeting with Client in person.
- D. Review and Discuss Modernization/Installation Study results and options with Client.

BARBRE CONSULTING, INC.

322 SPRING HILL DRIVE, SUITE A500
THE WOODLANDS, TEXAS 77386
T 281.466.8020 F 281.466.8081

DESIGN SERVICES: SPECIFICATION PHASE

BCI shall:

- A. Develop a comprehensive performance based elevator modernization specification bid package to be incorporated into Client's bid package.
 1. The specification shall include specific industry standard performance criteria, compliance with prevailing current codes including American with Disabilities Act, and establish the quality level including ride quality and individual car/group performance times for the modernized equipment.
 2. The specification shall include specific industry standard performance criteria, compliance with prevailing current codes including American with Disabilities Act, and establish the quality level including ride quality and individual car/group performance times for one (1) future elevator.
- B. Direct a pre-bid job site review meeting with the invited Elevator Contractors regarding the modernization program.
- C. Review the final documents to insure that any potential issues associated with the elevator modernization have been properly coordinated with the intent of reducing the possibility of encountering any potential change orders.
- D. Provide Client assistance on any bidding matter.
- E. Evaluate each Elevator Contractor's bid for thoroughness, scheduling, alternates, discounts, exceptions and language clarifications.
- F. Provide the Client with elevator consultation during any/all Elevator Contractor modernization contract negotiations.
- G. Provide a comprehensive Executive Summary Report, comparing all bids and providing BCI's recommendation (including all supporting documentation).

BARBRE CONSULTING, INC.

322 SPRING HILL DRIVE, SUITE A500
THE WOODLANDS, TEXAS 77386
T 281.466.8020 F 281.466.8081

CONSULTING FEES

BCI's total elevator consulting services fee for the one (1) or two (2) elevators at the Rick Husband Amarillo International Airport shall be as follows:

DESIGN SERVICES:

- | | |
|----------------------------|-------------|
| A. Study Services: | \$ 4,000.00 |
| B. Specification Services: | \$ 6,750.00 |

AGREEMENT TERMS

- A. Agreement Terms will be governed by the Master Agreement between RS&H and Barbre Consulting, Inc.
- B. Documents reports and specifications prepared by Barbre Consulting, Inc. as instruments of service are not to be used on other projects or extensions to this project shall be protected under Copyright © 2001-2016 except by written agreement and with suitable compensation to Barbre Consulting, Inc.
- C. All special document reproduction and/or handling shall be billed at cost through a Change Order document, if approved by Client.
- D. All elevator consulting job site services shall be performed during normal business days and work hours, unless otherwise negotiated between Client and BCI.

12



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	3/28/17	Council Priority	Consent Agenda – Contract with AISD for Providing Summer Lunch Meals
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Department	2010 – Community Development
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Agenda Caption

Acceptance of contract with AISD to provide delivery of summer lunch meals to participating school, park and community sites serving underprivileged children during the summer months.

Agenda Item Summary

This is an agreement for meal delivery services to be provided to approximately 55 sites including schools, city parks, and community centers during the summer dates of June 5, 2017 through August 11, 2017.

Requested Action

Consider, approval and award of AISD food service contract for the 2017 Summer Lunch Program.

Funding Summary

AISD will prepare and deliver the meals at a cost of \$0.85 per snack and \$3.00 per lunch. The City of Amarillo is reimbursed by the Texas State of Agriculture at a rate of \$09.075 per snack and \$3.824 per lunch.

Community Engagement Summary

The City of Amarillo in partnership with the Community Development Department, the Parks and Recreation Department, and the Amarillo Independent School District engage in a variety of public announcements and media involvement to engage and inform the community of the available service.

City Manager Recommendation

City Staff is recommending approval of award of the contract.

City of Amarillo

Community Development

Inter-Office Memo

Date: March 23, 2017
To: Kevin Starbuck, Assistant City Manager
Thru: James Allen, Community Development Administrator
From: Kathryn Foster, Program Coordinator

Subject: Contracts for Summer Food Service with AISD

The City of Amarillo provides a summer feeding program to children in low income areas funded by the Texas Department of Agriculture. The Amarillo ISD prepares and delivers the meals to approximately 60 sites around the city from June through August while school is out. An "Agreement to Furnish Food" contract is required to be signed by city management. We will need this to be on the City Council Agenda for acceptance.

Please review the attached City Council Agenda Transmittal Form and advise if you would like any changes.

AGREEMENT TO FURNISH FOOD

THIS AGREEMENT is made and entered into by and between **AMARILLO INDEPENDENT SCHOOL DISTRICT (AISD)** and the **CITY OF AMARILLO, TEXAS (CITY)**.

AISD agrees to supply unitized meals inclusive of milk to the **CITY** with and for the rates herein listed:

Breakfasts	\$ <u>NA</u> each	Lunches	\$ <u>3.00</u> each
Snacks	\$ <u>0.85</u> each	Supper	\$ <u>NA</u> each

CITY agrees that the minimum order for any site shall be not less than ten (10) lunches.

It is further agreed that **AISD**, pursuant to the provisions of the Summer Food Service Program Regulations, which are part of this Agreement by reference, will ensure that said meals meet with minimum requirements as to nutritive value and content, and will maintain full and accurate records that the **CITY** will need to meet its grant reporting obligations including the following:

1. Menu Records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.

These records must be reported to the **CITY** promptly at the end of the month. **AISD** agrees also to retain records required under the preceding clause for a period of three years and 90 days after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

Locations of food preparation center(s):

Austin Middle School, Amarillo, Texas.
Palo Duro High School, 1400 N. Grant Street, Amarillo, Texas

Each party to this agreement making any payment shall do so from current available revenues.

This Agreement shall be effective as of June 5, 2017 and end on August 11, 2017. It may be terminated by written notice by either party to the other, at least 30 days prior to the date of termination.

Agreed to _____ day of _____ 2017.

AMARILLO INDEPENDENT SCHOOL DISTRICT

Darrell Brent Hoover, Chief Operations Officer

CITY OF AMARILLO

Jared Miller, City Manager

AGREEMENT TO FURNISH FOOD

THIS AGREEMENT is made and entered into by and between AMARILLO INDEPENDENT SCHOOL DISTRICT (AISD) and the CITY OF AMARILLO, TEXAS (CITY).

AISD agrees to supply unitized meals inclusive of milk to the CITY with and for the rates herein listed:

Breakfasts	\$ <u>NA</u> each	Lunches	\$ <u>3.00</u> each
Snacks	\$ <u>0.85</u> each	Supper	\$ <u>NA</u> each

CITY agrees that the minimum order for any site shall be not less than ten (10) lunches.

It is further agreed that AISD, pursuant to the provisions of the Summer Food Service Program Regulations, which are part of this Agreement by reference, will ensure that said meals meet with minimum requirements as to nutritive value and content, and will maintain full and accurate records that the CITY will need to meet its grant reporting obligations including the following:

1. Menu Records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.

These records must be reported to the CITY promptly at the end of the month. AISD agrees also to retain records required under the preceding clause for a period of three years and 90 days after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

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Austin Middle School, Amarillo, Texas.
Palo Duro High School, 1400 N. Grant Street, Amarillo, Texas

Each party to this agreement making any payment shall do so from current available revenues.

This Agreement shall be effective as of June 5, 2017 and end on August 11, 2017. It may be terminated by written notice by either party to the other, at least 30 days prior to the date of termination.

Agreed to _____ day of _____ 2017.

AMARILLO INDEPENDENT SCHOOL DISTRICT

Darrell Brent Hoover, Chief Operations Officer

CITY OF AMARILLO

Jared Miller, City Manager



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 28, 2019	Council Priority	Community Appearance
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Department	City Manager
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Agenda Caption

Ordinance – Amendment to the City of Amarillo General Fund 2016/2017 Budget

This is the first reading of an ordinance to amend the City of Amarillo General Fund 2016/2017 Budget by \$620,000 for demolition of the Inn of Amarillo.

Agenda Item Summary

The General Fund Budget amendment of \$620,000 will complete the funding available to demolish the Inn of Amarillo.

Requested Action

Approval of the ordinance amending the City of Amarillo General Fund 2016/2017 Budget.

Funding Summary

Funding for the removal of the Inn of Amarillo includes: \$60,000 from the 2016 allocated Community development Block Grant (CDBG) funding, \$100,000 available from CDBG Administrative funding and \$620,000 from the General Fund payable from reserve balances.

Community Engagement Summary

On August 9, 2016 the Amarillo City Council held a public hearing and declared a public nuisance and ordered the removal of the Inn of Amarillo. On February 28, 2017 and March 7, 2017 the City Council reviewed in work session presentations the Inn of Amarillo demolition proposals and funding alternatives.

Staff Recommendation

Staff recommendation is to approve the ordinance amending the General Fund 20156/2017 fiscal year budget.

03/23/2017

ORDINANCE NO. 7661

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO,
ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL
YEAR 2016-2017, 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 2016-2017 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 2016-2017.

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 March 2017; and PASSED on Second and Final Reading the _____ day of April 2017.

ATTEST:

Paul Harpole, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

EXHIBIT "A"

1. General Fund

- Account 1350.92130 General Construction = \$620,000 addition



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 28, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: Mays Ave. & S Virginia St.

Rezoning of Lot 28, Mays Ranches Unit No. 21, in Section 228, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 (MF-1) and Light Industrial (I-1) to General Retail (GR).

Agenda Item Summary

Staff’s analysis of zoning requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan’s adopted Neighborhood Unit Concept (NUC) of development - whereby non-residential land uses are encouraged at section line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well as existing zoning and development patterns in the area.

The future land use for this particular property is General Commercial. This entails a wide range of commercial retail and service uses, at varying scales and intensities depending on the site. It also includes office uses, public/institutional uses, and parks or public spaces. The characteristics of General Commercial are auto-oriented, which these can be offset by enhanced design, landscaping, reduced site coverage, and well designed signage to name a few. This applicant’s request is consistent with General Commercial.

As for the Neighborhood Unit Concept that was adopted in the 1980s, this request does not follow the NUC per say but that is mainly because Interstate 27 (I-27) cuts right through this Section Map (L-14). This allows for the retail and commercial development patterns to follow along this interstate route while the rest of the section adheres to the NUC pattern. This property is in an area that follows the I-27 corridor. Therefore, staff believes this property is in compliance with the NUC development pattern.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. These include:

- Protection from Encroachment – neighborhood integrity (pg. 2.24)
- Compatibility of Neighborhood Commercial/Services Uses – restrict certain commercial uses that, by their very nature, should be not be permitted in close proximity to homes (pg. 2.25)

Currently the recently replatted property is split right down the middle with the northwest side of the property zoned Multiple Family District 1 (MF-1) and the southeastern side of the property zoned Light Industrial (I-1). The issue of how to proceed was discussed by staff with the applicant; simply put, this

Amarillo City Council

Agenda Transmittal Memo



rezoning will consolidate the property design standards under one set of rules while also creating a reasonable zoning district transition between residential and industrial districts as recommended by 4-10-104(b)(3) of the Zoning Ordinance.

In summary, the application is consistent with the FLUC map, the Neighborhood Unit Concept, the principles of the Comprehensive Plan, and the zoning & development patterns of the area - justifying a recommendation of approval.

Requested Action

The applicant is requesting the rezoning of 0.51 acre tract of land, previously zoned half Multiple Family District 1 (MF-1) and half Light Industrial District (I-1), to change to General Retail District (GR), in order to consolidate design standards on their property and create a reasonable zoning transition between residential and industrial zoning districts as recommended by staff.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 10 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request, either in favor of or in opposition to the request.

The item was recommended for approval by 5:0 vote of the Planning and Zoning Commission at its March 13, 2017 public meeting.

City Manager Recommendation

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

ORDINANCE NO. 7660

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 MAYS AVENUE AND SOUTH VIRGINIA STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lot 28, Mays Ranches Unit No. 21, in Section 228, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 (MF-1) and Light Industrial District (I-1) to General Retail District (GR).

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of March, 2017 and PASSED on Second and Final Reading on this the _____ day of March, 2017.

Paul Harpole, Mayor

ATTEST:

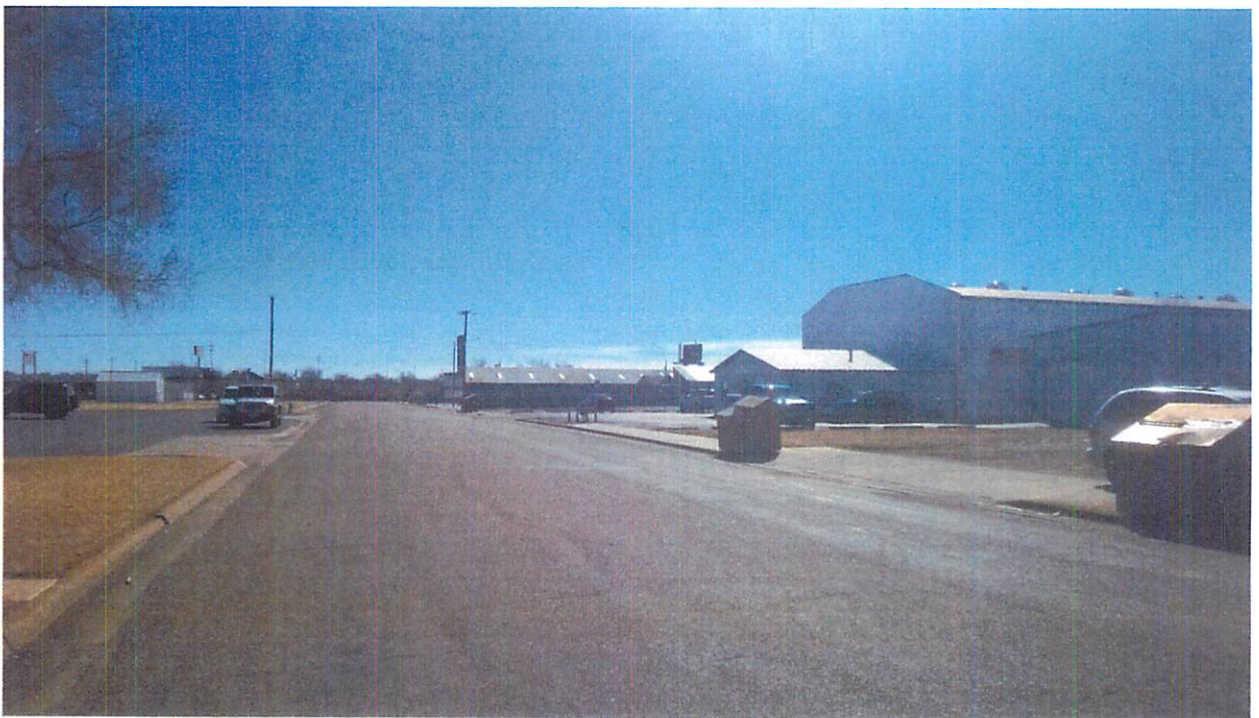
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

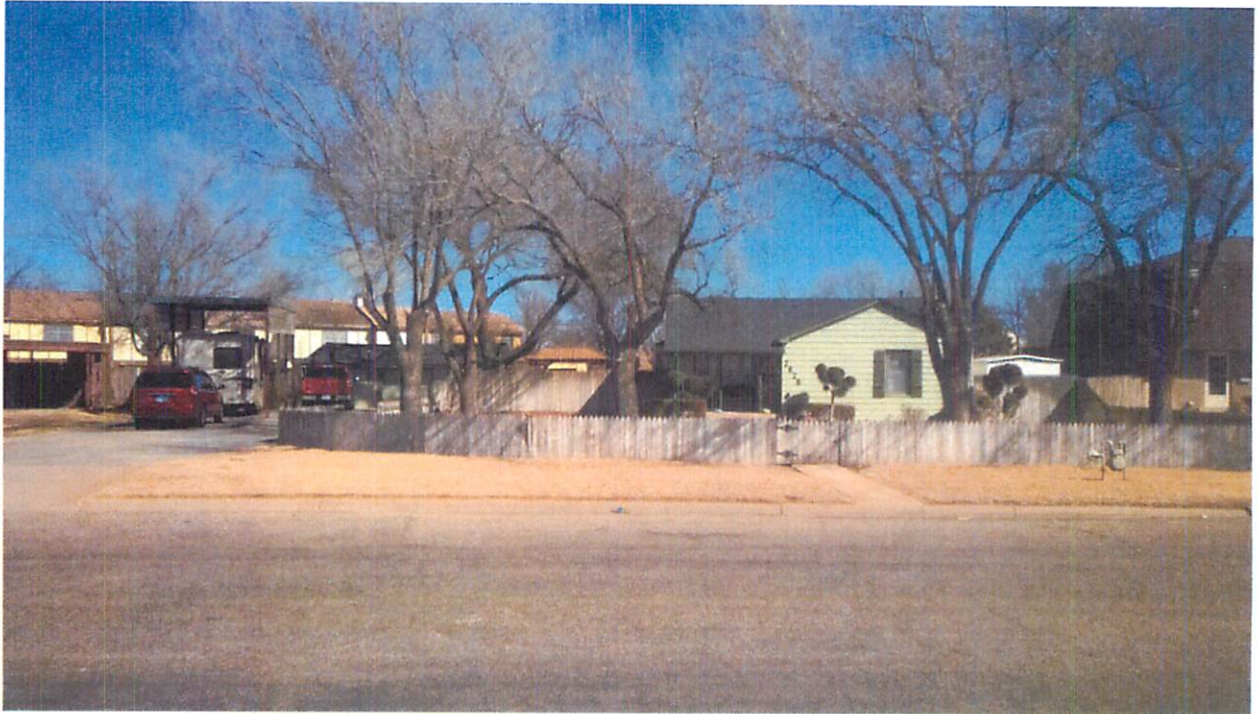
William M. McKamie, City Attorney



Looking southwest from Mays Avenue at the property for consideration.



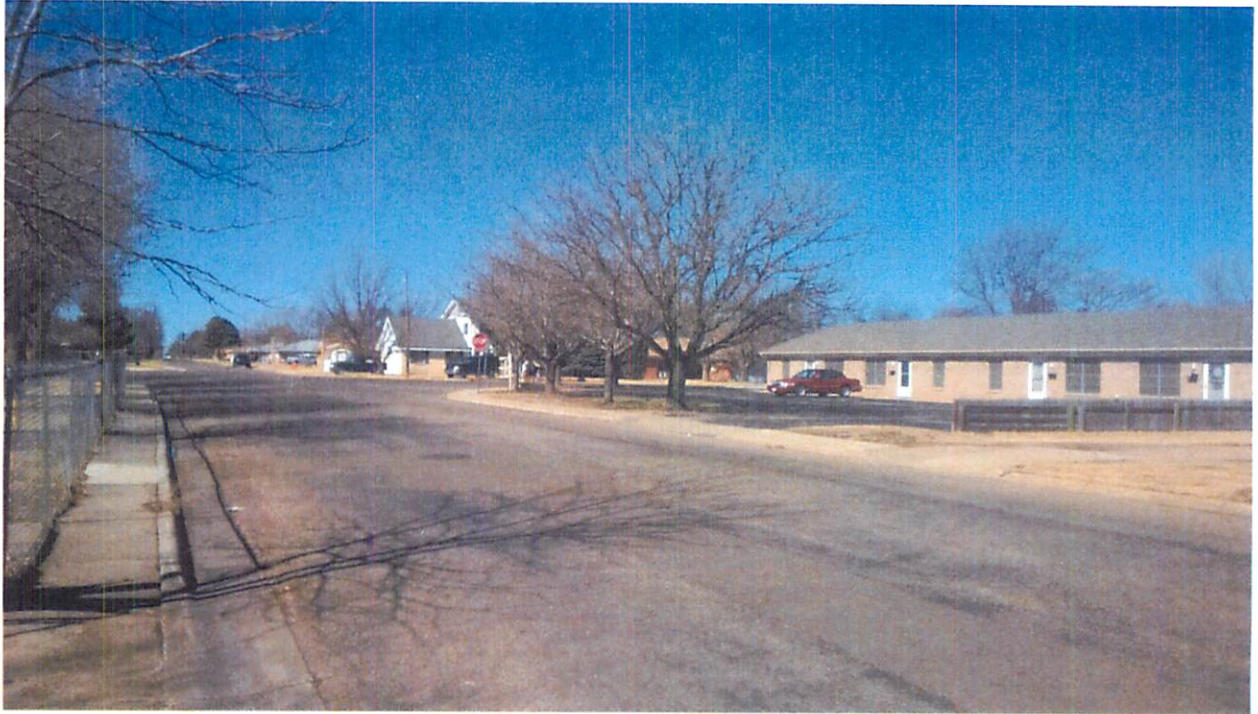
Looking southeast down Mays Avenue from the property for consideration.



Looking northeast across the street (Mays Avenue) from the property for consideration.



Looking north across the street (Mays Avenue) from the property for consideration.



Looking northwest up Mays Avenue from the property of consideration.



Looking southwest from the property of consideration (next door to the left in this photo).



Looking southeast down Mays Avenue from the property for consideration.



Looking southeast next door (Subject property is to the right), this is zoned Light Industrial (I-1).

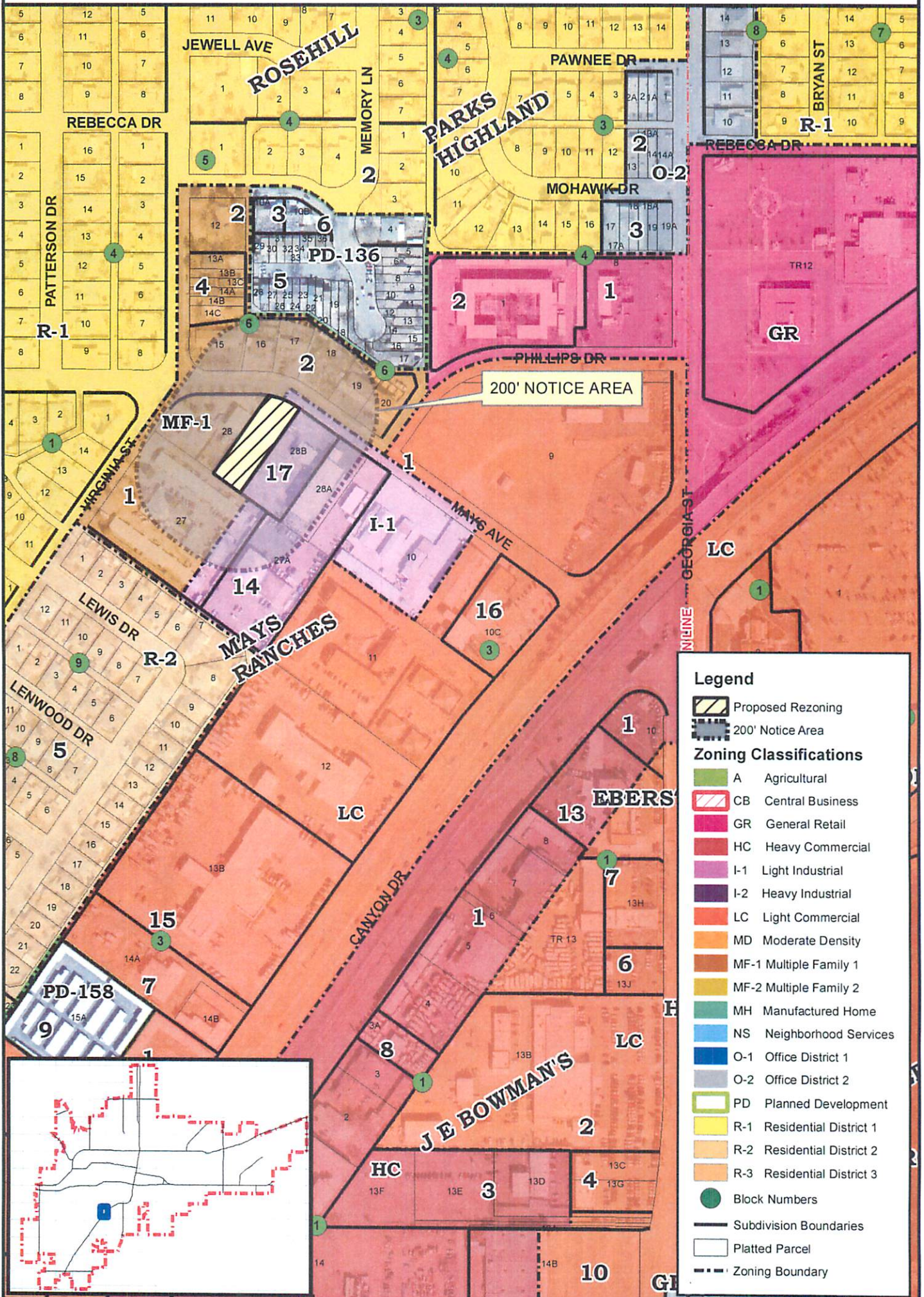


Looking southeast next door (Subject property is to the right), this is zoned Light Industrial (I-1).



Looking at the apartments across from Mays Avenue, northeast of the property for consideration (zoned MF-1).

CASE Z-17-09
REZONING FROM MULTIPLE FAMILY DISTRICT 1 (MF-1) AND LIGHT INDUSTRIAL (I-1)
TO GENERAL RETAIL (GR)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1" = 300'
Date: 2-21-17



Rezoning of Lot 28, Mays Ranches Unit No. 21, in Section 28, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Multiple Family District 1 (MF-1) and Light Industrial (I-1) to General Retail (GR).

Applicant: Daryl Furman

Vicinity: Mays Ave. & S. Virginia St.

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



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 28, 2017	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

Vicinity: SW 15th Ave & S Van Buren St.

Consideration and possible action on a resolution vacating a 20' public utility easement in Block 215, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

The applicant is proposing to vacate a 20 ft wide public utility easement (PUE) that runs north/south through the middle of the block to allow for a large skilled nursing home facility to be built over the area currently encompassed within the easement.

This request is accompanied by multiple applications which are a part of this single development project. Those applications include: (1) a Planned Development rezoning application accompanied by a new site plan, (2) & (3) a Certificate of Appropriateness application and request for variance to be heard by the Downtown Development Review Board regarding downtown design standards, (4) an application to replat the four existing lots into one lot, and (5) this request for release of an existing easement.

This request concerns the 20' PUE that runs north/south between lots 1 & 2 and lots 3 & 4 of the block. The City of Amarillo currently has a sanitary sewer line that runs within this easement. Construction plans for the rerouting of this sewer line around the block have been submitted to and approved by the City of Amarillo. Per Section 12, "Dedications and Vacations" of the City of Amarillo's Development Policy Manual, the developer is required to pay the utility equipment relocation costs associated with the relocation of the sanitary sewer. All fees and costs associated with the vacation of the easement must be paid prior to consideration by the City Council, and surety has been provided for the construction cost associated with this relocation in the form of a performance bond.

Summary of Utilities:

- Suddenlink has lines that are located within this easement and are currently working on a plan to relocate these.
- Atmos Energy has agreed to abandon a 2" plastic gas main that they have in this easement.
- AT&T currently has plans to relocate overhead lines which will be rerouted to the west of the property.
- Xcel energy has stated they will also be removing their facilities from the PUE.
- West Texas Gas has confirmed that they do not have any natural gas pipeline infrastructure in the vicinity.

Amarillo City Council

Agenda Transmittal Memo



Requested Action

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

Funding Summary

N/A

Community Engagement Summary

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

The item was recommended for approval by 5:0 vote of the Planning and Zoning Commission at its March 13, 2017 public meeting.

City Manager Recommendation

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS VACATING A PUBLIC UTILITY EASEMENT IN THE VICINITY OF SOUTHWEST 15TH AVENUE AND SOUTH VAN BUREN STREET, POTTER COUNTY, TEXAS; PROVIDING AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE.

WHEREAS, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following-described PUBLIC UTILITY EASEMENT; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that same is no longer needed for public purposes;

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

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

Vacation of a 20' public utility easement in Block 215, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: SW 15th Ave. & S Van Buren St.)

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 28th day of March, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

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

Notary Public in and for the
State of Texas



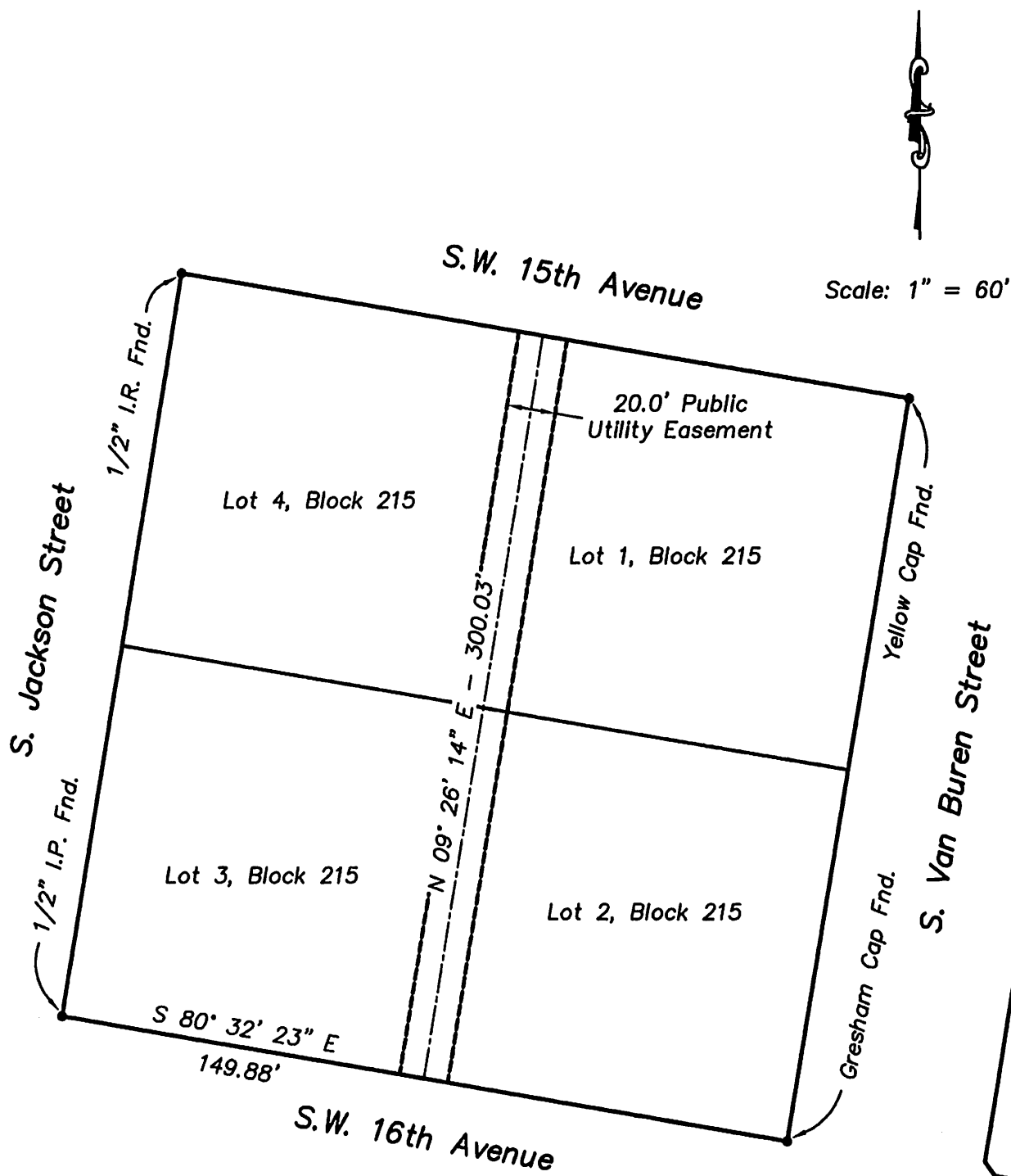
Looking South from SW 15th Ave. at subject public utility easement.



Looking North from SW 16th Ave. at subject public utility easement.



Looking South across SW 16th Ave. from subject public utility easement.



A 20' Public Utility Easement out of Lots 1 thru 4,
Block 215, Plemons Addtion, Potter County, Texas

LEGAL DESCRIPTION for the centerline of a 20.0 feet Public Utility Easement out of Lots 1 thru 4, Block 215, Plemons Addition, City of Amarillo, Potter County, Texas, and the centerline more particularly described as follows:

BEGINNING on the north right-of-way line of S.W. 16th Avenue which bears S. 80° 32' 23" E. a distance of 149.88 feet from a 1/2" iron pipe found at the southwest corner of said Block 215 for the beginning of the centerline of said easement with limits being 10.00 feet either side of said centerline.

THENCE N. 09° 26' 14" E., along said centerline, a distance of 300.03 feet to the end of said centerline and containing 0.14 acres (6,000 square feet) of land.

V-17-02 : VACATION OF PUBLIC UTILITY EASEMENT



Legend

- Proposed Vacation of PUE
- Platted Parcel
- Block Numbers
- Subdivision Boundaries
- Easement

CITY OF AMARILLO
PLANNING DEPARTMENT

Vacation of a 20' public utility easement of Block 215, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas.

Applicant: Steve Dalrymple

Vicinity: SW 15th Ave. & S Jackson St.

Scale: 1" = 200'
Date: 2-20-17



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.



RESOLUTION NO. 03-28-17-_____

AMENDING RESOLUTION NO. 12-20-16-3; THIS
RESOLUTION SUPPORTS THE EXTENSION OF
INTERSTATE 27 AND SUPPORTING STATE LOOP
335.

WHEREAS, Congress has already designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System; and

WHEREAS, the Texas Department of Transportation published an *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* in November, 2015 which stated: “The corridor will continue to be a critical link to state, national and international trade, growing population centers and critical energy and agricultural business sectors;” and

WHEREAS, according to the *Texas Freight Mobility Plan*, “By 2040 over 73 percent of Texas’ population and 82 percent of the state’s employment is projected to be located within five miles of an interstate;” and

WHEREAS, Texas has no major north-south interstate west of Interstate 35; and

WHEREAS, the *Texas Freight Mobility Plan* notes that further investment alone on I-35 will not fix the problem saying, “The state must focus not only on improving existing facilities, but also on developing future freight corridors to move products to markets and exports;” and

WHEREAS, the *Texas Freight Mobility Plan* goes on to recommend that TxDOT, “give additional consideration to the extension or designation of other interstate routes. Examples include I-27 and upgrades to portions of US Highway 190 to interstate standards;” and

WHEREAS, the proposed extension of Interstate 27 connects major West Texas population and economic centers including Amarillo, Lubbock, Midland-Odessa and San Angelo in addition to numerous smaller communities; and

WHEREAS, the proposed extension of Interstate 27 intersects with Interstate 40, Interstate 20 and Interstate 10; and

WHEREAS, the proposed extension of Interstate 27 will serve three border crossings with Mexico at Del Rio, Eagle Pass and Laredo; and

WHEREAS, the proposed extension of Interstate 27 will be a major backbone for the energy industry in Texas serving top oil and gas producing counties as well as the growing wind energy industry; and

WHEREAS, the proposed extension of Interstate 27 will also serve the agriculture industry including many of Texas top counties for the production of cotton, cattle, sheep and goats and other commodities; and

WHEREAS, extending Interstate 27 in Texas is also a cost-effective option. The Texas Department of Transportation’s *Initial Assessment Report on the Extension of I-27/Ports to Plains Corridor* estimated that it would cost about \$7 billion to upgrade the nearly 1,000 miles of the Ports-to-Plains Corridor from the northern tip of Texas to Laredo. To extend Interstate-27 approximately 500 miles from Lubbock to Laredo is projected to cost \$5.2 billion. Compare that to the \$4.8 billion it cost to rebuild 28 mile section of Interstate 35 east from Interstate 635 to U.S. Highway 380 in Dallas County; and

WHEREAS, an additional cost saving option is associated with the primarily east-west, recently designated, Interstate 14 which includes a proposed segment that overlaps the Ports-to-Plains Corridor between Midland-Odessa and San Angelo, presenting an opportunity for that segment to be jointly designated as Interstate 14 and Interstate 27; and

WHEREAS, a future Interstate designation will be a significant new economic development tool for communities along the corridor. Site selectors for manufacturers, warehousing and distribution recommend sites along an interstate highway and travel services businesses such as hotels, truck stops, convenience stores and restaurants, which can have a dramatic impact on small communities will also expand. This will create much needed new jobs and expanded tax base in rural West Texas; and

WHEREAS, while designation as a future interstate is the first step in a very long process before the completion of an interstate highway, that does not lessen the importance of extending Interstate 27.

WHEREAS, possible routes north of the City of Amarillo include Potter, Oldham, Moore, Hartley, Dallam, and Sherman Counties. These counties fall into the same categories of need for and benefits from economic expansion and infrastructure improvements noted above. The north expansion of I-27 in Texas is as important to Texas as the southern expansion.

WHEREAS, improvements to State Loop 335 around Amarillo are key to all benefits associated with any expansion of I-27 to either/both the north and south because of its current status as a weak link in the system.

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

SECTION 1. That the City of Amarillo supports the extension of Interstate 27.

SECTION 2. Support of the expansion of I-27 to the North and South is not and should not be done so at the expense of supporting improvements to State Loop 335 because of the key nature of State Loop 335 to the benefits of I-27 expansion.

SECTION 3. This resolution to be in full force and effect from and after its passage and approval.

SECTION 4. If any portion or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 28h day of March, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 28, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption	
A PUBLIC HEARING FOR A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS WAS CONDUCTED ON MARCH 14, 2017 AND THE VOTE WAS TABLED TO THE MARCH 28, 2017 MEETING: A public hearing for the substandard structure located at 1600 S Palo Duro Street was conducted on March 14, 2017; however, the vote on the Resolution was tabled to the March 28, 2017 meeting .	
Agenda Item Summary	
A public hearing conducted on March 14, 2017 was conducted to determine if the property at 1600 S Palo Duro Street which consists of a fire damaged single family residence and an accumulation of solid waste constitutes a public nuisance. The vote was tabled until the March 28, 2017 meeting.	
Requested Action	
Conduct the vote and adopt the resolution declaring that certain improvements described herein are a public nuisance, and requiring the taking down and removal of such improvements and accumulations.	
Funding Summary	
The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.	
Community Engagement Summary	
• A citizen's complaint was received. • A Building Safety Inspector identified the dangerous structures. Posted the property as unsafe. • Initiated the Dangerous Structure process. • The Amarillo Police Department has been called out to this location 5 times since July 2013 (4 years). • Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.	
Staff Recommendation	
It is the staff's recommendation to adopt the resolution declaring certain improvements are public nuisances and requiring the taking down and removal thereof.	

RESOLUTION NO. _____

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

WHEREAS, on the 21st day of February 2017, this Council by resolution called a public hearing for the 14th day of March 2017 for the purpose of determining whether certain conditions constitute a public nuisance; and,

WHEREAS, this Council finds that all notices required by the Amarillo Municipal Code have been complied with and that notice of this hearing has been duly given as directed by this Council; and,

WHEREAS, this Council has listened to the evidence and arguments presented by all persons who appeared before it; and,

WHEREAS, this Council finds that the notice of the Building Official to make the structure safe either by repair or demolition and removal has not been complied with; and,

WHEREAS, this Council finds that the notice of the Building Official to remove rubbish, trash, solid waste and/or unsanitary matter has not been complied with;

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

SECTION 1. The City Council finds that the alleged nuisance condition, address thereof, the legal description of same, and the Interested Persons are as follows:

ADDRESS: 1600 S Palo Duro St

LEGAL: Lot: 1, Block: 2, Alamo Place Addition to the City of Amarillo, Potter County, TX

INTERESTED PERSONS: Shanon Anderson, 1600 S Palo Duro St, Amarillo TX 79106-5917; Claiborn B Dodson, PO Box 149, Amarillo TX 79105-0149

NATURE OF NUISANCE: This property consists of a fire damaged residential structure and an accessory building. The structures are unsecured and open. Little effort has been made to abate the hazards. It is an attractive nuisance to the neighborhood and is considered to be a fire, health and safety hazard.

SECTION 2. This Council hereby finds the Interested Persons failed, neglected, or refused to comply with the Initial Notice of violation to repair or rehabilitate; or to demolish the Dangerous Structure or portion thereof; or, to timely and substantially complete the terms of a Provisional Permit and determines that each of the improvements, buildings and structures described herein are dangerous structures, are structurally unsafe, constitute a fire hazard and are dangerous to human life, and their continued use will constitute a hazard to the safety, health and public welfare and each are hereby declared to be a public nuisance.

SECTION 3. This Council has deliberated its decision, giving due consideration to and weighing the following factors: validity of the violations as alleged by the Building Official; the severity of such violations and any corresponding danger to the public; due regard for private property rights; fair opportunity for the Interested Persons to have been notified of the problems and a corresponding opportunity to repair, remediate, or remove the defects or Dangerous Structure; weighing the private property interests of neighbors affected by further delay or deterioration of the subject property; and any other relevant consideration unique to the circumstances of this case which may materially affect due process and equal protection of involved persons.

SECTION 4. This Council now finds that a public nuisance exists, and has not been timely abated, and now issues the following order(s):

[Select one of the following for structural issues and/or go to next page for trash and weeds]

- i _____ the Structure is not a dangerous one or one marked by accumulation of vegetation, debris or trash, and ordering the matter be dismissed and City to dismiss the notice filed in the county real property records; or,
- ii _____ finding the Structure or any other improvement of any kind, or any part thereof, is dangerous and ordering its removal ten (10) days after notice of decision; or,
- iii _____ the Structure is a danger and ordering its removal ten (10) days after notice of decision, however, further finding that good cause exists to grant a reprieve on that order to allow the Interested Persons in the property to seek to qualify for and obtain a provisional permit during that period, and if obtained then the reprieve shall continue for the duration of such permit or successor permit, as provided in this Section. The reprieve granted under this subsection shall expire upon the later of the expiration of time to apply for and obtain a provisional permit or the expiration of such permit. If at expiration of the reprieve the Building Official finds that the defects that gave rise to the finding of a Dangerous Structure have been abated, then the prior order of the City Council to remove the structure is moot; or, if the defects remain, then the Building Official shall proceed to carry out the City Council's prior order to remove the Dangerous Structure; or,
- iv _____ good cause exists to defer the adjudication of the case and directing reinstatement or extension of a prior provisional permit, for a period of time determined by the City Council not exceeding sixty (60) days from date of the hearing. If at the end of the deferral period, the Building Official finds that there has been no substantial progress toward abatement of the defects, then such fact shall be reported to the City Manager who shall request the City Council to set a new hearing and proceed with an adjudication of whether the Structure is dangerous or not, in accordance with the procedures of the Amarillo Municipal Code Sec. 4-3-3 subsection (e).

[Use this option for trash, weeds, etc., either singly or in addition to one of the above]

v _____ The Interested Persons of the Lot, Tract, or Parcel of land with accumulation of rubbish, trash, solid waste and/or unsanitary matter described in the notice of violation are hereby ordered to take down and/or remove the same from the premises within ten (10) days from this order.

SECTION 5. If the Interested Persons of the dangerous structures shall fail, neglect or refuse to comply with this resolution as herein directed, then the Building Official is hereby directed to proceed with the demolition of the various dangerous structures and/or removal of any and all rubbish, trash, solid waste and unsanitary matters described in this resolution, and he may prosecute the Interested Persons as a violator of the provisions of the International Building Code and the Amarillo Municipal Code.

SECTION 6. The Building Official is further directed to determine the cost of such demolition and/or removal and to levy such assessments against the real estate as may be provided by law.

SECTION 7. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 8. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase or part hereof and such shall be continue in effect.

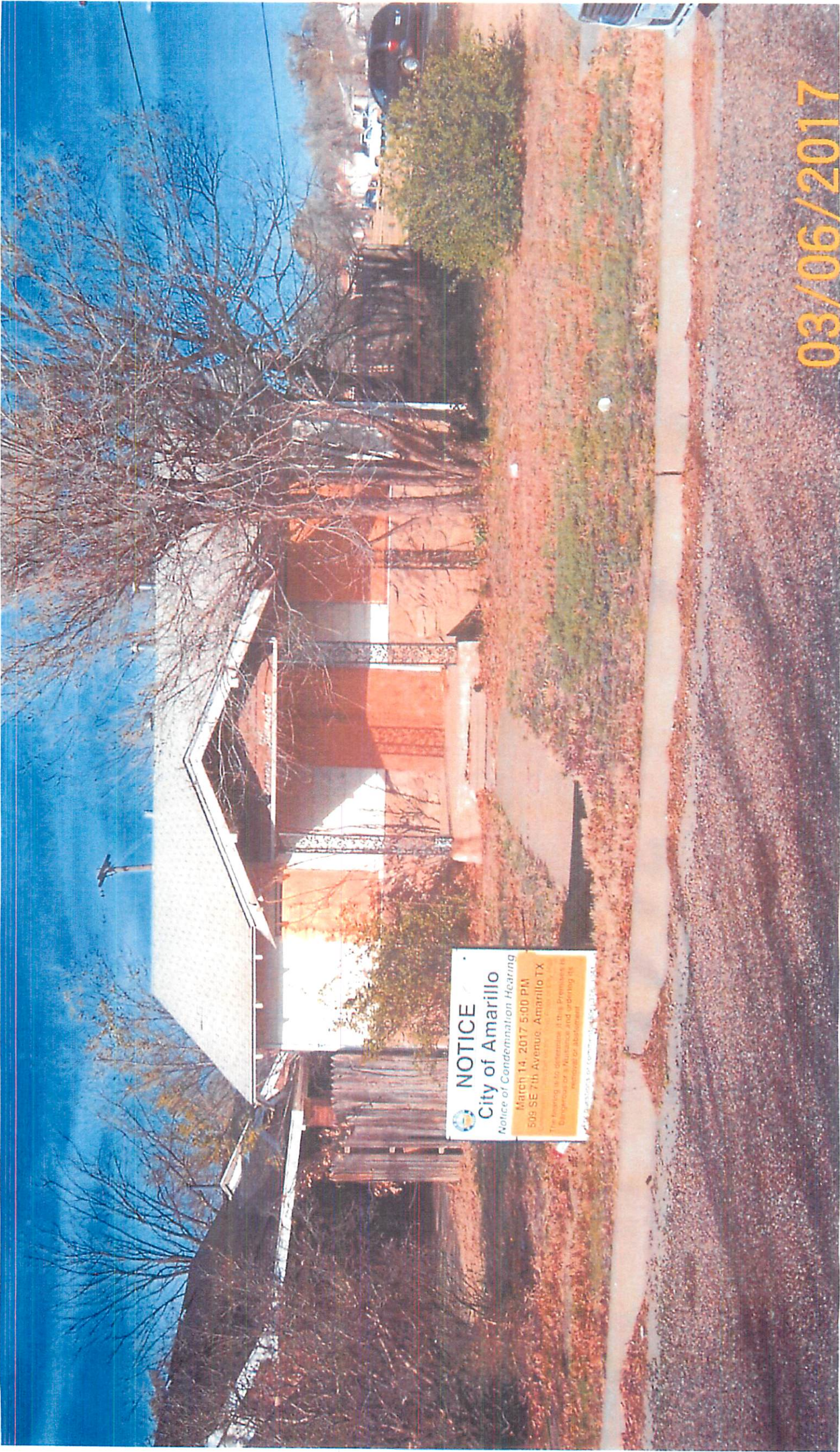
SECTION 9. That this resolution shall be effective on and after its adoption.

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

Paul Harpole, Mayor

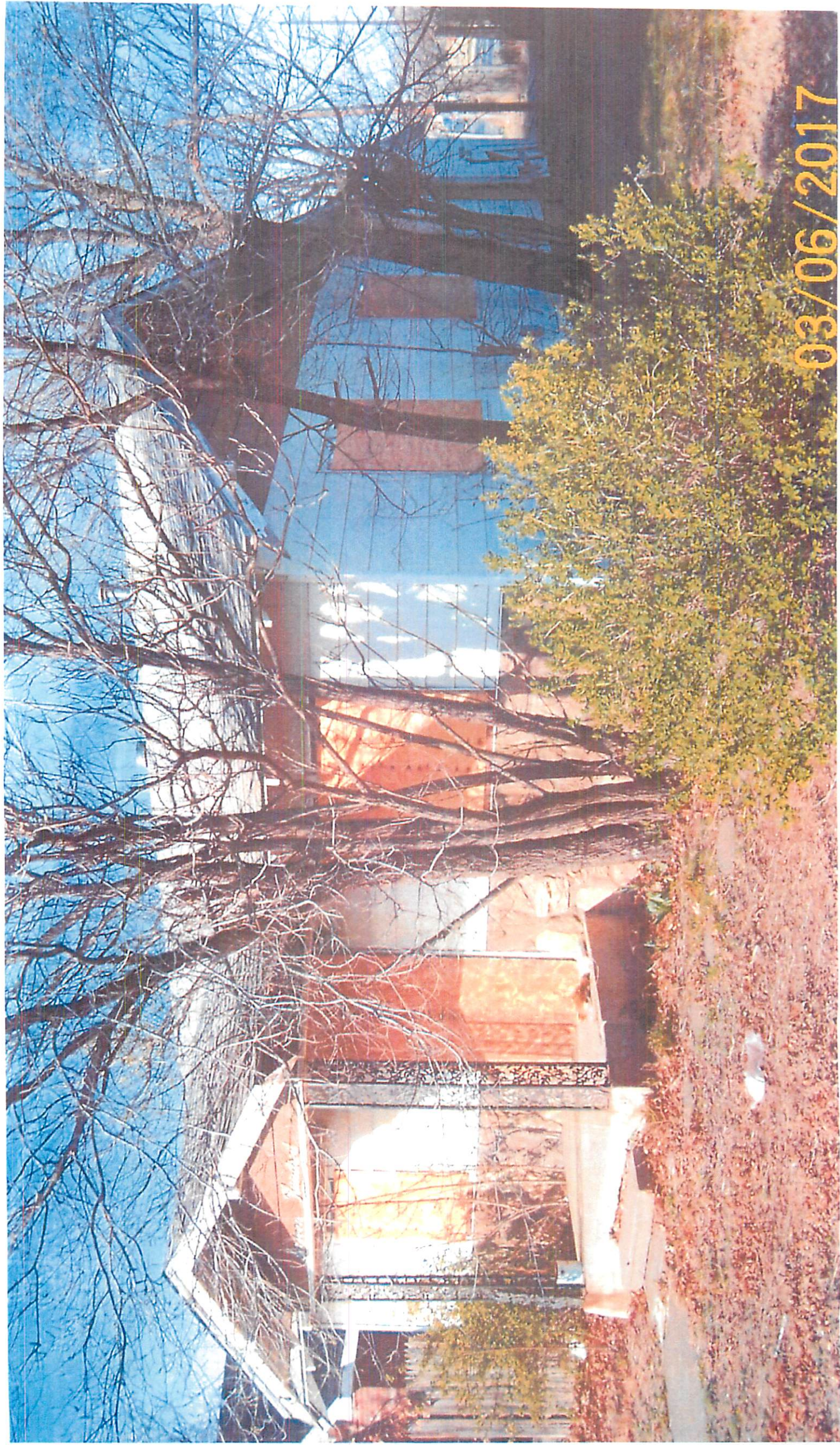
ATTEST:

Frances Hibbs, City Secretary



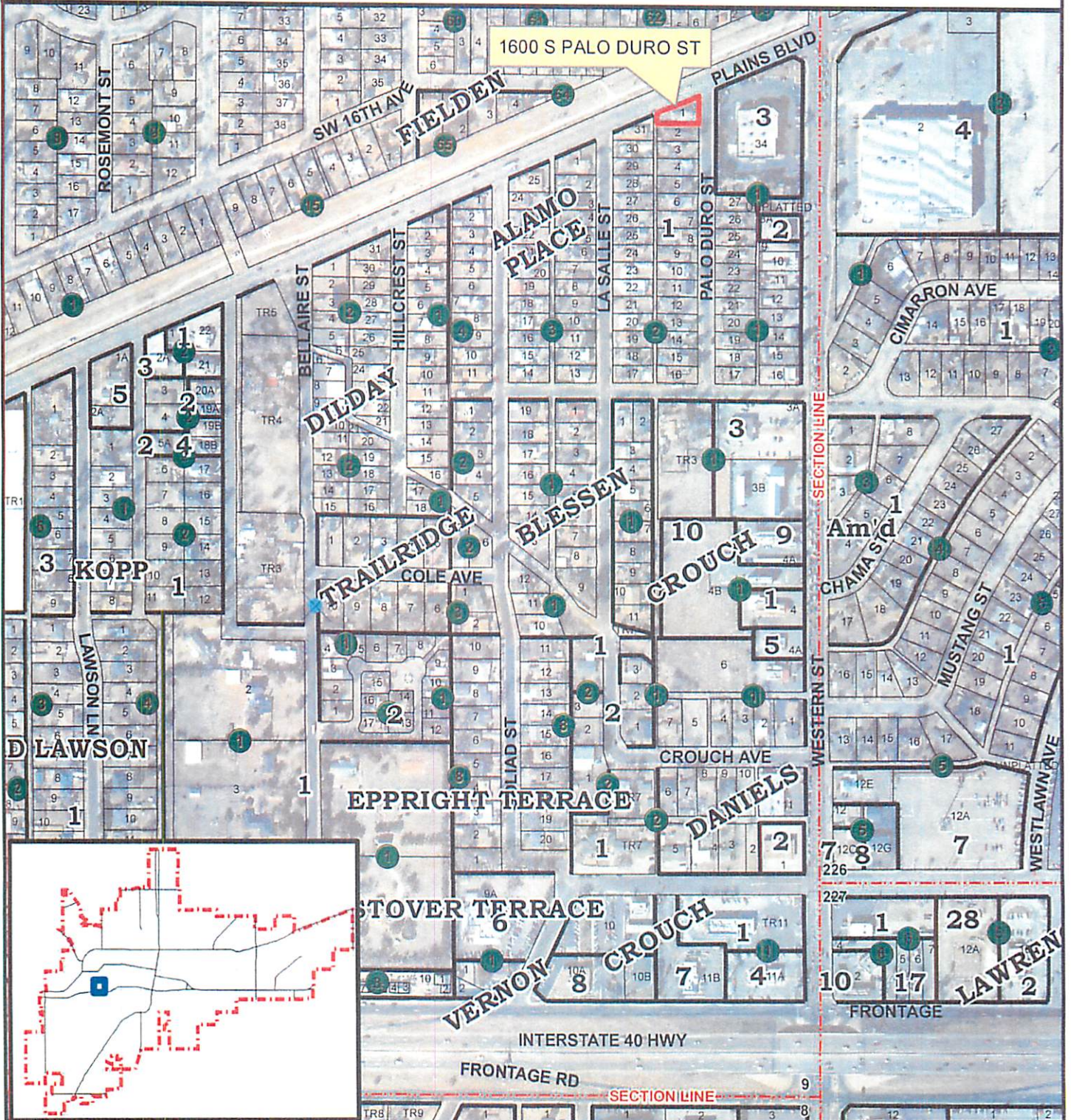
NOTICE
City of Amarillo
Notice of Condemnation Hearing
March 14, 2017 5:00 PM
509 SE 7th Avenue, Amarillo TX
The hearing is to determine if the premises is dangerous or a nuisance and whether its removal or abatement is warranted.

03/06/2017



03/06/2017

DANGEROUS STRUCTURE AT 1600 S PALO DURO ST



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

Scale: 1" = 400'

Date: 6-10-16

Vicinity: S Palo Duro St & Plains Blvd



1600 S Palo Duro St - Lot 1, Block 2, Alamo Place
Addition Unit No. 1, Section 9, Block 9, BS&F Survey,
Potter County, Texas.

Parcel # 001-0300-0155

AP: K-12

BOARDS AND COMMISSONS – VACANCIES

11



Traffic Advisory Board (3-year terms)

11/27/2012 Walt Kelley 11/26/2018 (resigned)

03/22/2017