

## AGENDAS

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JULY 5, 2016 AT 3:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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*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) Presentation and discussion on Community Investment Program; and
  - (3) 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:
- (1) Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074. Discussion regarding City Manager and appointment to fill vacancy.
  - (2) Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074. Discussion regarding appointment to vacancy on the City Council, Place 2, including development of interview questions for final candidates.
  - (3) Consult with Attorney about economic development; in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071 and Section 551.0087.
  - (4) Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074. Discussion regarding appointment to fill vacancy to the Board of the Amarillo Local Government Corporation.

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### REGULAR MEETING ITEMS

**INVOCATION:** Leah Fort, Worship Pastor at Amarillo First Nazarene Church

1. **MINUTES:**  
Approval of the City Council minutes of the regular meeting held on June 28, 2016 and special meeting held June 29, 2016.
2. **INTRODUCTION – INTERIM POLICE CHIEF**
3. **ACCEPTANCE OF THE RESIGNATION OF BRIAN J. EADES, M.D., AND DECLARE A VACANCY IN CITY COUNCIL PLACE 2, EFFECTIVE AUGUST 1, 2016**
4. **ORDINANCE NO. 7604:**  
This is the first reading of an ordinance to consider amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions and temporary sign regulations.
5. **ORDINANCE NO. 7606:**  
This is the first reading of an ordinance amending Section 10-3-116, Participation, Maximum Fee Schedule and Terms, of Article VII regarding non-consent towing and police rotation towing.

6. **ORDINANCE NO. 7607:**  
This is the first reading of an ordinance rezoning Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home. (Address: 159 West Colorado Avenue.)
  
7. **RESOLUTION – CONDUCTING A PUBLIC HEARING:**  
This resolution conducts a public hearing and establishes a public improvement district to be located in the subdivision know as “Heritage Hills” in the vicinity of Helium Road, Arden Road and Soncy Rd./Loop 335. This petition was submitted by Perry Williams d/b/a P Dub Land Holdings Ltd. and Seth Williams d/b/a Pega Development LLC for residential and commercial/retail uses. This Public Improvement District is created to fund the construction and maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision.
  
8. **APPOINTMENTS – BOARDS AND COMMISSIONS:**  
Appointment is needed for the following board:  
  

<u>Amarillo Local Government Corporation (3-year terms)</u>		
03/22/2011	Brian Eades	09/30/2017
  
9. **DISCUSSION REGARDING CITY MANAGER CANDIDATES AND PROCESS TO FILL VACANCY**
  
10. **PRESENTATION AND DISCUSSION ON COUNCIL QUESTIONS FOR PLACE 2 VACANCY AND SETTING THE SCHEDULE FOR INTERVIEWS AND APPOINTMENT**
  
11. **PRESENTATION AND DISCUSSION ON ESTABLISHING A PEDESTRIAN AND BICYCLE SAFETY ADVISORY COMMITTEE**
  
12. **PRESENTATION AND DISCUSSION ON ESTABLISHING AN AD HOC COMMITTEE ON ENVIRONMENTAL ISSUES**
  
13. **PRESENTATION AND DISCUSSION ON THE EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE (TIRZ)**
  
14. **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:
  - A. **Approval – Release of Covenant and Water Rights:**  
E. Naslund Family Trust  
Effective upon the execution of this release, subject to approval by the Council, all their rights, title and interest in and to any reclaimed water, effluent water, discharge water, and/or water of any kind from the Hollywood Treatment Plant (hereinafter “reclaimed water”) owned by the City of Amarillo. The release shall include, but not be limited to, all covenants and agreements within the Release of Covenant and Water Rights. E. Naslund Family Trust will sell, transfer, and convey back all such rights to the water to the City of Amarillo.
  
15. **PRESENTATION: 2016 EVERY DROP COUNTS:**  
This presentation will provide an overview of Amarillo’s water system, usage and the conservation goals and activities for the 2016 Every Drop Counts Water Conservation Campaign.

**PUBLIC FORUM**

Comments from interested citizens on matters not on the Agenda pertaining to City policies, programs or services. *(This is the opportunity for visitors and guests to address the City Council on any issue. The City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. Texas Attorney General Opinion JC-0169)*

## **MISCELLANEOUS**

1. Planning and Zoning Commission, minutes of June 13, 2016.
2. Boards and Commissions – appointments as listed on attached.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7<sup>th</sup> 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 1st day of July 2016.

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



STATE OF TEXAS  
 COUNTIES OF POTTER  
 AND RANDALL  
 CITY OF AMARILLO

On the 28th day of June 2016, the Amarillo City Council met at 1:30 p.m. for executive session, 3:30 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE  
 ELISHA L. DEMERSON  
 BRIAN EADES  
 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:

TERRY CHILDERS  
 MICK MCKAMIE  
 BLAIR SNOW  
 FRANCES HIBBS

INTERIM CITY MANAGER  
 CITY ATTORNEY  
 MANAGEMENT ANALYST  
 CITY SECRETARY

The invocation was given by Burt Palmer, Polk Street United Methodist Church. Mayor Harpole led the audience in the Pledge of Allegiance.

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

ITEM 1: Mayor Harpole presented the minutes for June 7, 2016. Motion was made by Councilmember Burkett to approve the minutes; motion was seconded by Councilmember Demerson, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event. Motion was made by Councilmember Demerson, seconded by Councilmember Burkett, that the following captioned resolution be passed:

**RESOLUTION NO. 06-28-16-1**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO:  
 AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE  
 STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF  
 THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT;  
 PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE  
 AND EFFECTIVE DATE.**

Voting AYE were Mayor Harpole, Councilmembers Demerson, Eades, Burkett and Nair; voting NO was Councilmember Demerson; the motion carried by a 5:0 vote of the Council.

ITEM 3: Mr. Childers stated this request came as a Council request for a presentation for a nonemergency call center (311). Mr. Rich Gagnon explained that 311 was a nonemergency single point of contact to access city services and information, usually comprised of a call center, web portal, and mobile applications. It improves customer service, increases citizen engagement, provides targeted performance measurements and management, aids in resources for allocations and budgeting, and decreases the number of 911 calls. It also offers open government providing access to documents and proceedings. Sharing data with citizens and promoting engagement. Item E on today's agenda would allow the complaints and customer service requests to move across the city.

ITEM 4: Chief Robert Taylor, stated he was addressing concerns on wrecker providers training and certifications. The contract changes include adding an AECC representative to the Wrecker Contract Review Board. It would increase the City fee, review fuel surcharges and change the two-week application period. Amarillo Police and Fire Departments would participate in a joint training. Mr. McKamie stated the Legal Department has drafted the documents for review. All qualifying companies would be placed on the rotation list and the number of wrecker companies would not be limited. Mr. McKamie further recommended the City should not establish its own licensing requirements. Mr. Childers stated there has been extensive community engagement with the wrecker companies and these additional documents would be provided to them.

David Ferril, T-Miller Wrecker, 7503 Gainsborough Street, strongly recommended heavy duty training for all wrecker operators. He stated it was a public safety concern for the emergency responders and the travelers. Mayor Harpole suggested the Council take a closer look at the training available. Councilmember Demerson stated he objected to government overreach and making requirements more stringent than is required. Councilmember Eades asked this item be brought back next week for action. Jeff Reese 7001 West Rockwell Road, Cierra Towing, stated he believed that the same wrecker companies on the past contract would all be willing to go to training. Allen Finegold, 2601 North Grand Street, suggested the Council offer a stipend for any two-year employee for heavy duty training as an incentive. Rick Rogers, T-Miller Wrecker, 7904 Goodnight Street, stated classes could be available at any time because there were trainers available in Amarillo. Robert Ringuet, Cantu Towing, stated he believed that heavy towing training was a good idea and that all emergency responders need to be on the same page with the same training. Mayor Harpole stated he believed training was worth a conversation. Councilmember Demerson stated he was absolutely not in favor of training being mandatory. Mr. Childers stated the first ordinance reading would be on next week's agenda.

ITEM 5: Mayor Harpole stated this item would be pulled until next week.

ITEM 6: Mayor Harpole stated he was concerned when someone comes up to speak on an item that has already been voted on by the Council and believes it may send the wrong message and creates confusion. Councilmember Nair asked for a change in the language when announcing the public forum be added to the agenda. Mr. McKamie stated he would make that change.

ITEM 7: Mr. McKamie asked that the Council Code of Conduct item be postponed.

ITEM 8: Mayor Harpole advised that appointments are needed for certain boards and commissions. Motion was made by Councilmember Eades, seconded by Councilmember Demerson and unanimously carried to appoint to the Animal Management & Welfare Board, Christopher K. Wrampelmeier to replace Brooke Reeves as an Humane Society appointment, such term to expire January 6, 2020.

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

ITEM 9: 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 Eades to approve the consent agenda, seconded by Councilmember Nair.

- A. Purchase: Shelving Units for Evidence Storage:  
Awarded on Buy Board to Improve Group -- \$127,377.77

The item is the purchase of commercial grade shelving units to expand our off site evidence storage at our warehouse. The shelving purchase is needed as part of our plan to move half of the evidence from our current storage in the PD basement to the off -site warehouse to provide space for a much needed larger area for a workout facility. The current shelving units are many decades old with many bolts. They would have to be disassembled to move. They have not been as stable when we have done this in the past. Funding for this purchase is available from #2630 Texas

Narcotics Seizures Fund (\$75,611) and #2640 Federal APD Seizures Fund (\$51,766.77)

- B. Award -- Transit Building Addition and Office Expansion:  
Awarded to A&S General Contractors Inc. -- \$1,049,890.00

This will be the addition of one new service bay, four (4) new offices, meeting and training room, fire suppression system, new HVAC, and repairs to parking areas.

- C. Award – Asbestos Abatement:  
Vanco Insulation -- \$82,320.00

This item is for abatement of the materials from the Community Center Building (North Branch YMCA) located at 1330 Northwest 18<sup>th</sup> Avenue.

- D. Award – Storage Building:  
Metal Mart -- \$55,900.00

This item is for purchase and delivery of a 60' X 100' Single Slope Metal Storage Building for the Police Department Bomb Squad.

- E. Award -- Property, Regulation, Enforcement, And Billing Information System:  
Tyler Technologies, Inc., Plano -- \$3,560,244

Authorize the City Manager to award the bid and execute a 5 year contract with the best evaluated respondent, Tyler Technologies, Inc. in the amount of \$3,560,244 for the purchase and implementation of a Property, Regulation, Enforcement, and Billing (PREB) Information System:

- \$1,301,436 - Purchase, Implementation, and First Year Subscription Support
- \$534,605 - Year Two Subscription Support
- \$554,014 - Year Three Subscription Support
- \$574,395 - Year Four Subscription Support
- \$595,794 - Year Five Subscription Support
- \$3,560,244 - Total

- F. Award – Airport Terminal Advertising Concession Services Contract:  
Parties: Corey Airport Services and the City of Amarillo

This contract provides for the sale and maintenance of in-house advertising opportunities for the Rick Husband Amarillo International Airport. The initial contract terms are 7 years with a 5-year option. The contract requires an initial investment of \$110,650.00 and no less than \$15,000.00 of a midterm refurbishment investment. The contractor is required to employ a local sales manager.

- G. Award – 2015/2016 Microsurfacing of Various Streets:  
Viking Construction, Inc. -- \$264,249.50

This item is to award the contract for the 2015/2016 Microsurfacing of Various Streets. Funding for this project was approved in the 2015/2016 Capital Improvement Program.

- H. Award – Solid Waste Transfer Station Concrete Floor Removal and Replacement:  
Anchor Buildings -- \$81,791.55

This item is to award the base bid contract for the Solid Waste Transfer Station Concrete Floor Removal and Replacement. Funding for this project was approved in the Capital Improvement Project Budget for the Capital Projects & Development Engineering Department.

- I. Approval – Interlocal Agreement – Potter County Fiber Optic Cable:  
This item is the approval of an Interlocal Agreement between the City of Amarillo and Potter County, granting the City the right to utilize County-owned fiber that is to be constructed between the Santa Fe building located at 900 South Polk Street and the Potter County Detention Center located at 13100 Northeast 29<sup>th</sup> Avenue. Under the agreement the City will pay the County \$1,500 per month, representing a total sum of \$360,000 over a term of 20-years.
- J. Approval -- State of Texas, Department of Transportation Grant at Rick Husband Amarillo International Routine Airport Maintenance Program (RAMP) Airport:  
This item is the approval of a RAMP Grant from TxDOT. This grant matches funds up to \$50,000 for the general approved maintenance at non-hub primary airports.
- K. Approval – Event Support Contract for the 2016 World Championship Ranch Rodeo:  
This item awards the Event Support Contract as required for the City's participation with the State of Texas Special Event Trust Funds. The City of Amarillo participates with the Amarillo Chamber of Commerce Convention and Visitors Council and the Working Ranch Cowboys Association in the program.
- L. Approval -- Interlocal Agreement with City of Plano – Interim Police Chief:  
This item is for approval of an Interlocal Agreement with the City of Plano, Texas to secure the services of Ed Drain as Interim Police Chief for the City of Amarillo for an indefinite term, at the contract rate of \$87.00 per hour for hours worked by the Interim Police Chief.

Mayor Harpole asked for clarification on Item G. Kyle Schnienderjan, City Engineer, stated the microsurfacing was a new program last year. The microsurfacing is smaller rock than the normal sealcoating used but there was a price difference. Mayor Harpole inquired if the longevity was known. Mr. Schnienderjan replied the longevity is premature but sealcoating is about 5-7 years. Councilmember Eades stated microsurfacing decreased the number of complaints and was worth the costs. Councilmember Demerson stated he had asked some time ago if there was a plan that identified sealcoating the streets. Mr. Childers stated discussions about the Capital Investment Plan has begun to identify the needs and they are working to prioritize those needs. The Operating Budget will ask for funding with regard to the Comprehensive Street Plan

Councilmember Burkett commended the Airport on Item F and the stated it would be a good change for our Airport. Jesse Pfrimmer, 5723 South Milam Street, stated he was appalled there was no parking on Olive Street and 23<sup>rd</sup> Avenue for the City employees while spending funds for an additional office expansion. Allen Finegold, 2601 North Grand Street, suggested Council set aside two-hours to discuss the transit system including how many buses have been purchased, their maintenance and alternatives that may be available. He also suggested express buses and the reliability of the system needs to be determined. Councilmember Demerson stated he had requested and raised the concern of the efficiency of our transit system and the opportunity for grants or funding to do transit study. Mayor Harpole stated they could bring back this item for public comment.

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda. James Schenck, 6216 Gainsborough Street, inquired if Dr. Eades had resigned or not and the urgency to make that happen. He further inquired if the Council approved LGC's action for a bigger ballpark. Mayor Harpole replied they had given their approval to proceed.

Kathy Altman, 2105 South Lipscomb Street, inquired if the three minute limit was still being used and if so, certain people were given longer than their three minutes while others were not. Rusty Tomlinson, 5700 Canyon Drive, stated Food Not Bombs were opposed to the ordinance on the homeless. He suggested that Council consider Housing First as a solution. He further stated there was another proposed ordinance concerning feeding the homeless. Mayor Harpole stated the Council was not aware of a proposed ordinance.

Kit Rudd, 6850 Grande Drive, stated he was appalled by a couple of resolutions being proposed concerning feeding the homeless presented at the last Ad Hoc Subcommittee meeting. Carolyn Thornton, 4101 Southwest 45<sup>th</sup> Avenue, stated she is part of the Ad Hoc Subcommittee and there were many members wondering what was going on and he did not feel it was helping the homeless. Robert Goodrich, 4111 Stony Point, inquired if the Council meetings were conducted under Roberts Rule of Order. Mr. McKamie replied it was a modified version. Cole Camp, 4402 Charlene Street, inquired if the rules of engagement could be placed on the screens. Jesse Pfrimmer, 5723 South Milam Street, stated he attend a Wise Investments meeting and obtained a questionnaire inquiring about the downtown projects. He asked how other areas of Amarillo could be addressed. Mr. Cowell stated there would be multiple surveys on each topic discussed at the various meetings. Robert Goodrich, 4111 Stony Point, stated he wished to talk seriously about the conduct of public forums and stated Council should ask citizens who have been ruled out of order to comment. There were no further comments.

Mr. Childers stated Council would meet tomorrow at 11:30 a.m. for a Special Meeting to receive legal briefings on litigation and an economic development project. He also stated there were two upcoming workshops Wednesday at 5:30 p.m. at the Northwest Branch Library and Thursday at Southwest Branch Library. On July 5 they would begin conversations with Council on priorities and the capital investment program.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

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Frances Hibbs, City Secretary

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Paul Harpole, Mayor

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 29th day of June 2016, the Amarillo City Council met for a Special Meeting at 11:30 a.m. for an executive session. The meeting was opened in the Council Chamber and then held in the Council Conference Room, Suite 303 located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE  
ELISHA L. DEMERSON  
BRIAN J. EADES  
RANDY BURKETT  
MARK NAIR

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

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

TERRY CHILDERS  
WILLIAM MCKAMIE  
FRANCES HIBBS

INTERIM CITY MANAGER  
CITY ATTORNEY  
CITY SECRETARY

Mayor Harpole established a quorum, called the meeting to order. Mayor Harpole advised that the meeting was adjourned and the Council would proceed to an executive session.

ATTEST:

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Frances Hibbs, City Secretary

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Paul Harpole, Mayor



June 28, 2016

The Honorable Mayor and Members of the City Council

Dear Mayor Harpole and Councilmembers Demerson, Burkett and Nair:

I hereby submit my resignation as City Councilmember for Place 2 on the Amarillo City Council, effective August 1, 2016.

I cannot thank the Citizens of Amarillo enough for all that I have learned and all the opportunities you have generously bestowed upon me during the years I have been honored to serve as a member of the City Council. I will always look back with affection, satisfaction and pride at our many accomplishments.

I also wish to thank the members of the City Council, City staff and employees for the support and respect you have provided to me, for the benefit of this wonderful community.

With warmest personal regards and best wishes for continued success,

Sincerely,

Brian J. Eades, M.D.  
Councilmember, Place 2

# Amarillo City Council Agenda Transmittal Memo



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Meeting Date	July 5, 2016	Council Priority	Community Appearance
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Department	Planning Department
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### Agenda Caption

This is the first reading of an ordinance to consider amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions and temporary sign regulations.

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### Agenda Item Summary

Ordinance 7201 was passed in December 2009 and amended the City's sign ordinance. Within the new sign ordinance were regulations for temporary signs. Portable temporary signs were allowed either by a property owner obtaining a one-time 30 day temporary sign permit or an "annual" temporary sign permit. An annual temporary sign permit allowed a portable sign to be displayed for three 60-day periods but had to be taken down for a period of at least 30-days between each 60-day period.

These amendments are being proposed as a result of numerous complaints from business owners who use temporary signs and who have commented that the current process of permitting and displaying temporary signs is very burdensome and unenforceable. City staff has commented as well on the arduous permitting and/or inspection process for such signs and believe that changes are necessary.

As a result, Planning staff has discussed the issue with numerous business owners, sign companies, and City staff regarding the specific issues with the current process and believe that the proposed amendments solve the current permitting and display problems while still maintaining the original intent of the specific temporary sign regulations and the adopted sign ordinance as a whole.

Proposed amendments include retaining the ability to receive a single 30-day temporary sign permit (\$15 permit fee), the ability to obtain a "limited" temporary sign permit which allows a property owner to pay a one-time \$60 limited temporary sign permit fee and have the ability display a temporary sign for three 90-days periods (a total of 270 days which can run concurrently or be broken up into three different time periods). The property owner would need to obtain a permit for each 90-day period but would not be required to pay any permit fees in addition to the initial \$60 permit fee.

Additionally, a property owner is now allowed to display one temporary sign (16 sq. ft. max sign area and 5 ft. max height) on one's property with no time or permitting requirements. Staff has also included in the amendments a "Feather Flag" definition and have included it as a type of temporary portable sign and subject to the same regulations as other portable temporary signs (with the exception of the allowable max height which is 15 feet).

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# Amarillo City Council Agenda Transmittal Memo



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**Requested Action**

Approval of the proposed amendments.

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**Funding Summary**

N/A

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**Community Engagement Summary**

Public comments on this subject have been solicited and received over the past two years. Staff have solicited comments specifically on the temporary sign permitting and display regulations from small businesses, large retail businesses, and sign companies. Planning staff has also solicited comments from Building Safety staff which are responsible for permitting and enforcing temporary sign permits.

The overwhelming conclusion is changes are necessary and the proposed amendments reflect many the comments and suggestions received. There were some comments from business owners who believed that a property owner should be allowed to use as many signs as they determined to do business but staff believes such a change would negate the overall purpose of the sign ordinance.

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**City Manager Recommendation**

City staff recommends approval of the amendments.

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ORDINANCE NO. 7201

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 4-2, TO PROVIDE REVISIONS OF DEFINITIONS; SECTION 4-2-2; TEMPORARY SIGN REGULATIONS; SECTION 4-2-11; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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WHEREAS, after an extensive public engagement process, the City's sign ordinance regulating various types of business signs was amended in December 2009 by adopting Ordinance 7201 to address business signs and related issues of efficient communication, public safety, and landscape quality and preservation; and,

WHEREAS, the City Council now finds that certain permitting requirements and the enforcement thereof within the existing sign ordinance's temporary sign regulations are onerous for both City staff and business owners; and,

WHEREAS, the City Council finds that additional allowances for the display of certain types and sizes of temporary signs are warranted; and

WHEREAS, the City Council finds the proposed amendments related to temporary sign regulations adequately address the permitting and display of temporary signs while maintaining an appropriate balance between property owner's rights to advertise, sign businesses to do business, and projecting and maintaining a positive image of the city; and

WHEREAS, this ordinance is necessary to promote and protect public health, safety, and welfare;

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

SECTION 1. That the Amarillo Municipal Code of Ordinances, Title IV, Chapter 4-2, Section 4-2-2 be and hereby is amended as follows:

**Sec. 4-2-2 Definitions.**

Except where the context clearly indicates to the contrary, the following words and phrases shall have the indicated meaning when used in this Chapter:

*A-frame sign:* A temporary sign which has two (2) sides, the frame or support structure of which is hinged or connected at the top of the sign in such a manner that the sign is easily moved or erected.

*Abandoned sign:* A sign that no longer identifies an active, lawful business or activity or for which no legal owner can be located.

*Animation:* The presentation of pictorials or graphics in a progression of frames which gives the illusion of motion, including moving objects, moving patterns or expanding or contracting shapes.

*Apartment or mobile home park identification sign:* A permanent on-premises sign for the identification of an apartment building, housing complex, or mobile home park.

*Banner:* A temporary sign composed of lightweight, flexible material on which letters, symbols or pictures are painted or printed.

*Building Identification sign:* A building identification sign identifies the name of the building, but displays no goods or services for sale or other advertising.

*Brightness:* The maximum luminous intensity of a sign, which shall not exceed five thousand (5,000) nits (candelas per square meter) during daylight hours or five hundred (500) nits between

dusk and dawn, as measured from the sign's face.

*Building frontage:* The length of a building wall which faces a street.

*Candelas:* A unit of luminous intensity, defined as the amount of luminous flux (total luminous power emitted from a source and expressed as lumens) per unit solid angle in a given direction.

*Canopy:* A permanent roof-like shelter extending from part or all of a building or independent of a building, including any rigid material or cloth or fabric supported by a structural frame.

*Canopy sign:* A sign that is permanently affixed to a canopy by paint, glue, sewing, or any other type of non-structural type of attachment.

*Construction sign:* An on-premises sign, which may be erected for a limited time as defined under Section 4-2-7, identifying any or all of the property owners, engineers, architects, mortgagees or other participants in the construction or improvement of the premises, but which displays no goods or services for sale or other advertising.

*Development sign:* An on-premises sign, which may be erected for a limited time as defined under Section 4-2-9, identifying and promoting one (1) or more developments, projects or buildings proposed or currently under construction, but which displays no goods or services for sale or other advertising.

*Dilapidated sign:* Any sign where:

- (1) The structural support or frame members are visibly bent, broken, dented, or torn; or
- (2) The sign face is visibly torn, cracked or, in the case of wood and similar products, splintered in such a way as to constitute a potential harmful condition; or
- (3) The sign or its elements are twisted or leaning or at angles other than those at which it was originally erected (such as may result from being blown or the failure of a structural support); or
- (4) The sign or its elements are not in compliance with the requirements of the current electrical code and/or the building code of the City.

*Directional sign:* A sign which contains only information designed to direct pedestrian or vehicular traffic to the location of a facility on the property on which the sign is located. Such signs may include, but are not limited to, arrows, words, or logos. No goods or services for sale may be listed on a directional sign.

*Directory sign:* A directory sign lists tenants in the building and may list the name of the building, but displays no goods or services for sale or other advertising.

*Dissolve/Fade:* A mode of message transition on an electronic sign accomplished by varying the light intensity or pattern, where the first message gradually reduces intensity or appears to dissipate to the point of not being legible and the subsequent message gradually appears or increases intensity to the point of legibility.

*Double-faced sign:* Any two (2) adjacent signs on a single structure or separate structures with both faces oriented in the same direction and not more than ten (10) feet apart at the nearest point between the two (2) faces. May be referred to as a side-by-side or stacked sign.

*Electronic message center (EMC):* An on-premises sign on which the message or copy can be electronically changed by remote or automatic means.

*Electric Sign:* Any sign that uses electrical means or devices either to illuminate the Sign Area,

letters, designs, or decorations thereon.

*Feather Flag:* A temporary sign resembling a feather and designed as a vertical sign made of cloth, canvas, plastic fabric or similar lightweight material and is supported by a single vertical pole mounted into the ground or an a portable base:

*Flag:* A sign made of cloth, bunting or similar material, often attached to a pole, with specific colors, patterns, or symbolic devices, used as a national, state or local symbol, or to indicate membership in an organization. The term "flag" shall also include any such display placed for decorative purposes only, with no commercial logo or advertising message.

*Flashing:* A sign containing an intermittent, sequential, or blinking light source, or which gives the illusion of intermittent or blinking light by means of animation, or an externally-mounted intermittent light source.

*Frame:* A complete, static display screen on the entire face of an electronic sign.

*Frame effect:* A visual effect accomplished by varying the light intensity or pattern on the display surface of an electronic sign to attract the attention of viewers.

*Freestanding sign:* A sign which is attached to or a part of a completely self-supporting structure such as a frame or one (1) or more poles which is not attached to any building or any other structure and which is permanently affixed to the ground.

*Gasoline price sign:* An on-premises sign with changeable copy letters and numbers or an electronic display without movement affixed to a gasoline pump canopy or its supports or a freestanding sign with the intent to display the current price of motor fuels.

*General business sign:* An on-premises sign which identifies a business or which advertises or promotes a commodity or service offered on the premises where such sign is located.

*Glare:* An effect created when an illumination sources shines with sufficient brightness to cause discomfort, distract attention, or lead to the reduction or loss of visibility or visual function of the public.

*Government sign:* A sign indicating public works projects, public services or other programs or activities conducted by any governmental agency.

*Incidental sign:* A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking", "towing enforced", "entrance", "loading only", "telephone", an address, and other such directives or guidance, or to provide public safety information, but which displays no goods or services for sale or other advertising.

*Institutional identification sign:* A permanent, on-premises sign for the identification of a public or private school, university, church, or hospital or other similar use.

*Logo:* An identifying symbol used for advertising purposes, which may or may not be a registered trademark or service mark of the entity identified.

*Lumens:* The luminous flux emitted per unit solid angle from a uniform point source whose luminous intensity is one (1) candela.

*Menu board:* A sign displaying the menu for drive-up window service.

*Monument sign:* A permanent freestanding sign in which a majority of the structure's width is in contact with the ground.

*Nameplate sign:* An on-premises sign showing only the name and/or address of the occupant.

**Nits:** A photometric unit defined as cd/m<sup>2</sup> (2) (candelas per square meter).

**Non-combustible material:** This definition shall be the same as defined in the Building Code adopted by the City.

**Non-commercial message sign:** A sign conveying a civic, political, or religious, or personal message, or a regulatory message or warning, but which displays no goods or services for sale or other advertising.

**Office identification sign:** An on-premise sign which identifies an office building or any or all the owners, occupants or tenants of an office building and the services related thereto, but which displays no goods or services for sale or other advertising.

**Off-premises sign:** A sign which advertises or directs attention to a business, product, service, or activity which is not usually available on the premises where the sign is located.

**Pennant:** A temporary sign made of lightweight material which tapers to a point, hung individually or in a series, with or without a logo or an advertising message printed or painted on it.

**Plastic Material:** This definition shall be the same as defined in the Building Code adopted by the City.

**Pole sign:** A permanent freestanding sign which is supported by one (1) or more poles in or upon the ground.

**Political sign:** A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

**Portable sign:** A temporary sign which is designed to permit removal and reuse, and which includes but is not limited to A-frame, Feather Flag, and other such signs, and signs mounted on a trailer, wheeled carrier, vehicle, or other portable structure.

**Projecting sign:** A sign which is attached or affixed to a building, wall or structure other than a pole, and which extends more than fifteen (15) inches from such wall or structure.

**Pylon sign:** A permanent freestanding sign which has at least twenty-five (25) percent of the sign structure width in contact with the ground and in which the sign face is separated from ground level by means of one (1) or more supports such as poles, pole covers or columns.

**Reader board:** An on-premises sign consisting of alphanumeric characters that can be changed periodically through manual means.

**Real estate sign:** A temporary sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located.

**Roof sign:** A sign that is painted on or erected upon or above the roof of a building.

**Setback:** The distance measured from a property line to the closest point of the sign or its supporting structure.

**Searchlight:** An apparatus on a swivel base that projects a strong, far-reaching beam of light.

**Scroll/Travel:** A mode of message transition on an electronic sign where the message moves vertically or horizontally across the display surface.

**Shopping and/or office center:** A group of four (4) or more retail and office establishments which is planned and developed as a business center with common access and parking.

**Sign:** Any structure, object, device, display or advertising artwork, situated outdoors or in a window, visible from a public or private street or alley, which is used entirely or in part to advertise,

display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, designs, logos, fixtures, colors, illumination or projected images.

*Sign area:* The actual message or display area of a sign and shall include the border and trim when calculating regular shapes (square, rectangle, triangle, circle). In the case of an irregular-shaped sign, the gross area shall be calculated by enclosing the message area by using applicable geometric shapes.

*Sign face:* That portion of the sign that is or can be used to identify, display, advertise, or communicate information, or for a visual representation which attracts or intends to attract the attention of the public for any purpose.

*Sign height:* The vertical distance between the highest point of the sign or its supporting structure and the natural grade directly below the sign.

*Sign structure:* Any structure which is designed specifically for the purpose of supporting a sign, has supported or is capable of supporting a sign. This definition shall include any decorative covers, braces, wires, supports, or components attached to or placed around the sign structure. Where any goods or services for sale or other advertisement is displayed on the structure, then said structure shall be counted as part of the sign area.

*Snipe or bandit sign:* A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, stakes, fences, or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.

*Spectacular sign:* Any sign that physically rotates, oscillates, contains any moving parts, or contains lights which produce a pulsating strobe-like effect.

*Sponsor panel:* A portion of a sign displaying the name of a product, service or company offering goods or services on-site or having a promotional relationship for events occurring on the premises.

*Streamers:* A temporary display made of lightweight, flexible materials, consisting of long, narrow, wavy strips hung individually or in a series, with or without a logo or advertising message printed or painted on them.

*Street frontage:* The length of the property line of a lot or tract immediately adjacent to a public or private street, measured in feet.

*Structural trim:* The mountings, battens, cappings, palings, nailing strips, latticing, cutouts, or letters, platforms, and walkways, which are attached to the Sign structure.

*Subdivision identification sign:* An identification sign at the main entrance or entrances to a residential subdivision or planned development project.

*Temporary sign:* A sign not permanently affixed to the ground or to a building or other structure.

*Transition:* A visual effect used on an electronic sign to change from one (1) message to another.

*Vehicular sign:* Any sign on a vehicle moving along the ground or on any vehicle parked temporarily, incidental to its principal use for transportation. This definition shall not include signs being transported to a site for permanent erection.

*Video display:* An electronic sign that displays motion or pictorial imagery, including a display from a "live" source. Video display signs include images or messages with these characteristics projected onto buildings or other objects.

*Visibility clearance areas:* Visibility clearance areas are triangular-shaped areas as defined in Chapter 16, Article III, of the Amarillo Municipal Code.

*V-type sign:* Sign structure composed of two (2) signs with the faces oriented in opposite directions and in the general shape of the letter "V," provided, however, that only one (1) face can be viewed from any one (1) direction from any public street, and with a maximum angle between the faces of sixty (60) degrees.

*Wall decoration:* A mural or display designed and intended as a decorative or ornamental feature which is painted or placed directly onto a wall or fence and which contains no copy, advertising symbols, lettering, trademarks or other references to products, services, goods or anything sold on- or off-premises.

*Wall sign:* A permanent sign which is painted on or attached directly to a fence or a building surface, including window areas (translucent areas which are visible from a street or alley), that extends not more than fifteen (15) inches from the face of the fence or wall.

*Window sign:* A temporary sign placed on, affixed to, painted on or located within the frame of a transparent opening in the wall of a building.

SECTION 2. That the Amarillo Municipal Code of Ordinances, Title IV, Chapter 4-2, Section 4-2-11 be and hereby is amended as follows:

**Sec. 4-2-11 Temporary signs.**

A. Applicability of section. The following regulations shall be applicable to all Temporary signs, as defined herein, except as follows:

- 1) Political signs erected in accordance with Section 4-2-7.
- 2) Non-illuminated Real Estate signs, as specified in Section 4-2-7.

B. Categories of temporary sign permits. Temporary sign permits shall be divided into the following categories:

- 1) Annually renewable ~~temporary banner~~ banner sign permits
- 2) Limited Temporary Sign permits
- 3) 30-day Temporary Sign permits ~~Banner permits~~

C. Permits required. It shall be unlawful for any person to place or locate any Temporary sign on any property within the City, or allow the placement or location of any Temporary sign on premises within the City owned or controlled by such person, unless a permit for such Temporary sign has first been obtained from the City Building Official in accordance with all regulations, including the following:

- 1) A temporary sign permit is required for the placement of a Temporary sign on a lot or tract within the City subject to the following:
  - a. Banners that are permitted on an annual basis shall be allowed to be displayed for one year. Banners must be affixed, mounted, and/or secured to a building. Banners may not be affixed to any other permanent or temporary structure, motor vehicle or fixture. Temporary signs that are permitted on an annual basis shall be allowed to be displayed for 60

~~consecutive days, starting from the date of permit issuance, provided only 1 sign shall be permitted during the 60 day period. After the expiration date of the permit, the sign shall be immediately removed. There must be at least 30 days between the display of any sign.~~

- b. Use of a Limited Temporary Sign shall be limited to no more than two hundred and seventy (270) days aggregate within a 12-month period. In no event shall a permit authorizing display for more than ninety (90) consecutive days be issued. A separate permit shall be required for each 90-day period of use. Limited temporary signs may be permitted for a period not to exceed 60 consecutive days. After the expiration date of the permit the sign shall be immediately removed.
  - c. 30-day Temporary sign permits may be permitted for a period not to exceed thirty (30) consecutive days. After the expiration of the permit, the sign shall be immediately removed. Banners that are permitted on an annual basis shall be allowed to be displayed for one year. Banners must be affixed, mounted, and/or secured to a building. Banners may not be affixed to any other permanent or temporary structure, motor vehicle or fixture.
  - d. Temporary signs may remain in place only so long as the signs and sign structures, and parts thereof, are maintained in a proper, safe, and hazard-free operating condition not to exceed the time limits specified above. The owner or the owner's designated agent shall be responsible for the maintenance of the signs and sign structures.
- 2) In the case of a special promotion for a grand opening celebration, one (1) additional temporary sign shall be allowed provided the promotion commences within the first three (3) months of the date of issuance of a certificate of occupancy and the grand opening is limited to the address noted on the certificate of occupancy.
  - 3) A Temporary sign may be one (1) of the following: a portable sign; or a banner; or any legal on-premises sign allowed by this Chapter.
  - 4) A legal business shall include apartment complexes and any commercial, industrial, or institutional use for which the building official has issued a certificate of occupancy.
  - 5) ~~A temporary sign permit is~~ Banners that are permitted on an annual basis are required to be renewed annually, on or before the anniversary date of the permit issuance., except as provided in 4-2-11 B. (1) b. above.

- 6) A Temporary sign remaining on display for a period of time in excess of that stated in the permit shall be considered in violation of this Chapter and shall be subject to Chapter 4-2, Section 4-2-15.
- 7) One temporary sign not exceeding sixteen (16) square feet in sign area or five (5) feet in height shall be allowed per non-residentially zoned properties and shall not require a permit.

D. Temporary sign standards. In addition to all other applicable regulations, temporary signs must conform to the following restrictions:

- 1) A temporary sign may be used for on-premise advertising only.
- 2) The use of an Electronic Message Center as a temporary sign shall be prohibited.
- 3) ~~Temporary~~ Banner signs shall be allowed a maximum area of sixty (60) square feet.
- 4) Only one (1) permitted Temporary sign shall be allowed per business, not to exceed two (2) signs per development. For developments with more than three hundred (300) linear feet of street frontage, (one) 1 sign shall be allowed per business not to exceed four (4) Temporary signs.
- 5) No Temporary signs shall be located within seventy-five (75) feet of another Temporary sign.
- 6) A Temporary sign shall be contained on the property of the legal business and shall not extend into the city right-of-way or be located in any visibility clearance area. In no event shall such sign be erected or placed less than (ten) 10 feet from the back of the curb.
- 7) Banners must be attached to the face of the building used by the business or organization to which the banner relates.
- 8) Portable signs may not exceed ~~35~~ forty (40) square feet in area and may not exceed seven (7) feet in height with the exception of Feather Flags which may not exceed fifteen (15) feet in height.
- 9) Portable signs shall be ~~secured~~ securely installed with a minimum of four (4) separate points by metal pins and/or sandbags where necessary, or by other approved means. Such metal pins must penetrate the ground by a distance of not less than ten (10) inches.
- 10) Portable signs shall not be illuminated by any electrical source.

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

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

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the \_\_\_\_\_ day of May, 2016; and PASSED on Second and Final Reading the \_\_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Paul Harpole, Mayor

**ATTEST:**

\_\_\_\_\_  
Frances Hibbs, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William M. McKamie, City Attorney

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	July 5, 2016	<b>Council Priority</b>	Best Practices – Community Engagement
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<b>Department</b>	Police Department
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## Agenda Caption

City of Amarillo Police Department's Rotation Contract

## Agenda Item Summary

In the aftermath of the November 29, 2015 Outback Steakhouse accident involving a semi-truck where multiple vehicles were towed by one wrecker service, complaints were received from various wrecker services that the Amarillo Police Department "favored" one wrecker. Police and City Manager staff met with all current wrecker contractors including one not on the list. In light of the complaints Police initiated an investigation and per the City Manager, a Work Group convened to review the current Contract for compliance, operability of the Rotation List, and other possible updates.

## Requested Action

Take and receive additional comment (s) particularly from wreckers services in attendance at the Council meeting (s), review and consider adoption of the proposed ordinance, and approve the updated City of Amarillo Police Department's Rotation Contract with the following proposed changes:

- 1) Add an AECC Representative to the Wrecker Contract Review Board giving the Police Chief authority to cast the deciding vote in the event of a tie.
- 2) Wrecker Contractors will complete and submit to City copies of all required training and equipment certifications.
- 3) Appropriate to current fuel rates, adjust the Fuel Surcharge.
- 4) Change the annual period during which time Wrecker Contractors can apply for a position on the Rotation List.
- 5) Other minor word or grammar changes.

## Funding Summary

Raise current city fee for each compensated tow from \$16.25 to \$17.50.

## Community Engagement Summary

Per Council, a widely publicized community engagement meeting was held and among the feedback was the general feeling that one Rotation List was best and satisfied with requiring tow truck certification and equipment experience. Some preferred "capping" Rotation List to six (6) wrecker services.

## Staff Recommendation

Adopt the proposed ordinance and approve the updated and revised Rotation Contract.

ORDINANCE NO. 7606

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, TO AMEND SECTION 10-3-116, "PARTICIPATION, MAXIMUM FEE SCHEDULE AND TERMS," OF ARTICLE VII REGARDING NON-CONSENT TOWING AND POLICE ROTATION TOWING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Citizens of Amarillo have an expectation that at scenes or in circumstances where the required services and assistance of wrecker services are needed, rules, regulations, and best practice public safety and traffic protocols will be delivered in a safe and expeditious manner; and

WHEREAS, State law authorizes municipalities to establish and regulate fees for nonconsent tows from private property and tows initiated by a police officer investigating a traffic accident; and

WHEREAS, the City deems it prudent and appropriate that wrecker operators are well trained, proficient, and have all the required equipment; and

WHEREAS, it is necessary and appropriate to establish minimum acceptable standards, training, and criteria for the provision of wrecker services and operators; and

WHEREAS, the Municipal Code for the City of Amarillo currently establishes the maximum fees for categories of non-consent tows and authorizes the City Council to review and adjust said fees; and

WHEREAS, the Municipal Code for the City of Amarillo currently establishes the requirements for and time period for acceptance of applications for the annual City of Amarillo Police Department's Rotation Contract; and

WHEREAS, the City deems it necessary to adjust the time period of annual application for participation in the Rotation Contract.

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

SECTION 1. That the Amarillo Municipal Code of Ordinances be and is hereby amended to amend Title 10, Chapter 10-3, Article VII to read as follows:

**ARTICLE VII. NON-CONSENSUAL TOWING OF MOTOR VEHICLES**

...

**DIVISION II. POLICE DEPARTMENT ROTATION LOG CONTRACT**

**Sec. 10-3-116. Participation, Maximum fee schedule and Terms.**

- (a) Application for participation on the City of Amarillo Police Department's Rotation Contract will be limited to July 1 to July 15 (excluding weekends) of each year unless two or more tow companies participating on the Rotation Contract cease participation during any contract year in which case the City of Amarillo may, but is not required to, open applications to replace the lost participants.

....

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any Person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed by this ordinance.

SECTION 5. Penalty. It is an offense to violate the portion of Section 1 of this ordinance that is identified as Article VII, Division 1, punishable upon conviction in accordance with the fine established herein.

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

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading this the \_\_\_\_\_ day of \_\_\_\_\_, 2016; and **PASSED** on Second and Final Reading the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Paul Harpole, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney

**CONTRACT FOR PARTICIPATION IN CITY OF AMARILLO ROTATION LOG  
FOR WRECKER SERVICES FOR ABANDONED, IMPOUNDED,  
JUNKED AND DISABLED VEHICLES**

This Contract is entered into by and between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter referred to as "CITY" and \_\_\_\_\_, hereinafter referred to as "OPERATOR," upon the following terms and conditions performable in Potter and Randall Counties, Texas:

**1. TERM AND DEFINITIONS.**

a. This Contract shall be effective upon execution by the CITY and will remain in effect until such time as the parties enter into a new contract, unless sooner terminated as herein provided.

b. For the purposes of this Contract, the following terms and words are defined as follows:

- i. "Normal Business Hours" shall mean the hours of 8 a.m. to 6 p.m., Monday through Friday.
- ii. "OPERATOR" ~~shall exclusively refer to means~~ a towing company that has executed this rotation list Contract and maintains equipment and tow trucks designed for light-duty tows and heavy towing services for tows of vehicles with a Gross Vehicle Weight Rating (GVWR) of over 10,000 pounds that are designed to tow or transport buses, trucks, recreational vehicles, trailers and heavy equipment.
- iii. "Time on scene" means more than 15 minutes at a scene. Time-in begins when OPERATOR arrives on-scene, and ends when OPERATOR has secured the vehicle, cleaned debris, and finished an environmental cleanup if needed.

- iv. “*Department*” means the Amarillo Police Department, its chief or representative.
- v. “*Rotation Log*” means a sequential list, as maintained by the Amarillo Emergency Communications Center (“AECC”), of those OPERATORS duly qualified, ~~and authorized,~~ and equipped to provide towing services pursuant to the provisions of this Contract to receive and respond to calls from the AECC, when the vehicle owner/operator has not or cannot express a preference or consent for such services from a specific towing company. The Rotation Log will also be used for wrecker services in regard to abandoned, impounded, disabled and junk vehicles.
- vi. “Board” means a “*Wrecker Service Contract Review Board*” consisting of a representative of the Department, a representative of the City’s Purchasing Department, a representative of the AECC, and a representative of the local wrecker industry appointed by an Assistant City Manager. In the event of a vote resulting in a tie the representative of the Department shall cast the deciding vote.

**2. PURPOSE/PARTICIPATION**

a. The purpose of this contract is to establish minimum acceptable standards and criteria for the provision of wrecker services by OPERATORS participating on the CITY’S Rotation Log; provided, however, nothing herein shall obligate the CITY to the use of OPERATORS on the Rotation Log as the sole or exclusive means of providing wrecker services, and the CITY reserves the right to control, independently of the provisions of this Contract, wrecker services

for any particular situation as CITY may deem appropriate.

b. Wrecker services pursuant to the provisions of this Contract shall be administered by the Department through the Department's representative, who shall have authority to promulgate reasonable rules and regulations in furtherance and implementation of this Contract so long as they do not conflict with any provision hereof.

c. **This Contract and participation in the Rotation Log system is ~~p~~-personal to the OPERATOR and shall constitute authorization only to OPERATOR. OPERATOR'S inclusion on the rotation list is a license only and constitutes no present or future property interest. Participation by any company or individual interrelated to OPERATOR in any direct or indirect manner will not be permitted nor is such interrelated entity or person entitled to enter into a contract to be on the Rotation Log or to respond on behalf of an OPERATOR on the rotation list. Notwithstanding anything in this Contract to the contrary, each OPERATOR by executing this Contract certifies and represents to CITY that OPERATOR is an independent entity and has its own primary place of business, equipment, wreckers, employees, vehicle storage facility, offstreet parking for wreckers and equipment, dispatcher, office, permits and licenses and does not share, own or lease same with or to any other OPERATOR that is or will execute this Contract. Discovery by CITY of any arrangement prohibited by this Section 2. c. will result in immediate termination of all interrelated OPERATOR Contracts and debarment from all CITY vendor/contractor eligibility for 5 years.**

d. Nothing contained in this Contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his/her own choice, or requesting that his/her

vehicle be towed to a place other than OPERATOR'S storage facility.

### 3. OPERATION

The following conditions shall govern the conduct of OPERATORS on the Rotation Log:

- a. No OPERATOR shall solicit business at the scene of an accident or other incident requiring wrecker services.
- b. No OPERATOR shall proceed to a location requiring wrecker service without being dispatched to do so by the AECC, except when an OPERATOR is specifically requested/contacted by a vehicle owner/driver.
- c. All OPERATORS and their drivers shall at all time conduct themselves and wrecker services in a reasonable and safe manner.
- d. Each wrecker driver shall obey all state and municipal traffic laws when responding to a dispatch for wrecker service, and the directions of police and Amarillo Emergency Services Volunteers while at the scene.
- e. Each OPERATOR shall furnish the Department with one telephone number to be used for all dispatches. No pagers or answering machines are permitted as call out numbers.
- f. Each OPERATOR shall maintain and be fully capable of and willing to provide twenty-four-hour, seven-day-a-week wrecker service during the term of this Contract.
- g. The OPERATOR will respond to a dispatch with its own wreckers and will not send or allow any other wrecker service to respond to a Rotation Log dispatch. If it appears to the OPERATOR or the CITY'S representative on scene, that the OPERATOR is not willing or capable to perform the required services or needs assistance, the OPERATOR may request that another OPERATOR be dispatched. Under such circumstances, the OPERATOR on-scene

may designate such other OPERATOR to be called for assistance; otherwise the next OPERATOR on the log will be dispatched.

h. Each OPERATORS shall provide drivers who are proficient and competent in the operation of such wrecker, the securing and movement of towed vehicles, and environmental cleanup, as evidenced by an appropriate valid commercial driver's license and an Incident Management Tow Operator License issued by the Texas Department of Licensing & Regulation.

i. At all times, each OPERATOR'S drivers shall wear reflective vests, coats or shirts while on the scene and shall be identified by the use of a name tag worn above the waist. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENT OF a-i ABOVE IS CONSIDERED A VIOLATION FOR PURPOSES OF SECTION 5.

**4. ROTATION LOG.**

a. An OPERATOR shall promptly respond to a dispatch and arrive with a wrecker on the scene in accordance with Section 10 below. Requests from AECC dispatch will have priority over all other OPERATOR'S calls for service. If an OPERATOR is not willing or capable at the time of dispatch to respond, it shall immediately tell the AECC. The OPERATOR will be passed over for that call and that dispatch will go to the next OPERATOR on the Rotation Log. No violation will be attributable to OPERATOR under Section 5, however this will be considered as a turn on the rotation list.

b. When an OPERATOR responds to a dispatch, but renders no wrecker services, the response will be considered as a turn on the rotation list.

c. Any OPERATOR that is late in responding to dispatches for wrecker service without

an acceptable reason will be credited with a turn in addition to the penalties provided in Section 10 below.

d. When unusual or emergency conditions necessitate, the CITY reserves the right to request the services of a specific OPERATOR regardless of position on the rotation list, or any other towing company who, in the CITY'S sole opinion, is best able to handle the situation and/or can reach the scene most expeditiously. If a dispatch is made under these circumstances, the OPERATOR who would have otherwise received the call does not forfeit its respective position on the Rotation Log.

e. The Department's representative has the right at any time to inspect any wrecker or equipment of an OPERATOR to ascertain that it is being properly maintained, that all required equipment is on the wrecker, and that it is in proper operating order. OPERATOR will be notified in writing of any deficiencies found by Department. OPERATOR will immediately upon receipt of notice remove any wrecker or equipment found to be deficient from service until such time as the deficiency has been corrected and re-inspected by Department and found to be in proper operating order. **It is the duty and burden of OPERATOR to call for a re-inspection after correcting the deficiency. In the event the deficiency causes OPERATOR to be in breach of Section 11 of the Agreement, the OPERATOR will have 30 calendar days from receipt of notice to correct the deficiency of the out of service wrecker or equipment and have a re-inspection before the suspension provided in Section 11 takes effect. The continued use of suspended, deficient equipment after being notified by the Department will constitute a violation under Section 5 of the contract.**

5. PENALTIES.

a. OPERATOR by execution of this Contract acknowledges that its violation of any provisions of this Contract (as specifically provided herein) during the initial term or any renewal term will subject OPERATOR to the following penalties:

First Violation:	Written Warning
Second Violation:	Written Warning
Third Violation:	Thirty-Day Suspension
Fourth Violation:	Ninety -Day Suspension
Fifth Violation:	Four Year Suspension

b. The Department shall notify the OPERATOR in writing of the violation and the applicable penalty. OPERATOR may dispute the Department's finding and penalty in the following manner:

- i. Upon receipt of notification, the OPERATOR may, within 15 calendar days thereof, deliver a written request to the Department's representative for a hearing to be held before the Board. The request must set forth each particular defense, explanation, excuse, and error that OPERATOR will rely upon at the hearing. The receipt of a timely written request by the Department shall stay the penalty pending final disposition unless it is determined by the Chief of the Department that it would endanger public safety or welfare or further an alleged crime to allow said OPERATOR to continue on the Rotation Log. The Chief's decision is final and not subject to a Board hearing.
- ii. A hearing shall be held within 7 business days after the filing of a written

request unless it is infeasible to convene the Board whereupon the hearing shall occur at the earliest feasible date, but in no event longer than 30-days after Department receives the request for a hearing. The Department shall notify the OPERATOR of the time, date, and place of the hearing. At the hearing, the OPERATOR shall be provided an opportunity to be heard. The Board may hear from CITY representatives and others who have relevant information material to the allegation.

iii. The Board shall render a written decision within 2 business days from the date of such hearing, setting forth the reasons for the same. The Board may affirm, modify or overrule a finding or penalty.

c. The Department will reinstate an OPERATOR suspended pursuant to this Section 5 to the Rotation Log upon written application after the period of suspension has elapsed and after the department has determined that such OPERATOR is in compliance with all regulations of this Contract. Reinstatement to the Rotation Log by the suspended OPERATOR shall be conditioned upon prior payment to City of a reinstatement fee of \$1,000.00. This fee is not required if the Board overrules the suspension or reverses.

d. Notwithstanding any other provision in this Contract to the contrary, OPERATOR Class C or above violations (non-enhanced by previous Class A or B violations) of the Texas Department of Licensing and Regulation (TDLR) regulations will subject OPERATOR to a mandatory 90 day suspension under this Contract that is not reviewable by the Board. Violations resulting in the suspension, revocation, or denial of OPERATOR'S TDLR license/permit to operate a towing business or storage lot will result in the automatic

suspension of this Contract for a like period.

e. Notwithstanding any other provision of this Contract, if OPERATOR is charged with a crime that arises out of or relates to OPERATOR'S business of towing or storage business or the performance of this Contract, CITY may immediately suspend OPERATOR until the outcome of the investigation or trial, whichever occurs later. Upon completion of the investigation or trial City may further suspend or reinstate OPERATOR to this Contract as appropriate to public safety and welfare.

6. **CONSIDERATION.** In consideration of CITY'S agreement to place OPERATOR on the CITY'S rotation list, the CITY's agreement to limit the right to apply for inclusion on its rotation list to ~~July 1-March 15~~ to ~~July-April 15~~ (excluding weekends) for contract year 2016 ~~011~~ to 2017 ~~012~~ and ~~April 1 to April 15~~ and ~~(excluding weekends)~~ of each contract year thereafter ~~(excluding weekends)~~ unless two or more OPERATORS terminate the contract for any reason, and the revenue to be derived there from by OPERATOR, OPERATOR agrees to pay the CITY a fee of \$500.00. In consideration of CITY'S administration, regulation, operation of the rotation system and the use of City streets, roadways and alleyways OPERATOR agrees to pay to CITY a fee of \$1 ~~76.50~~ ~~25~~ per compensated tow payable monthly as provided in Section 7. The City Fee cannot be added to increase the charge to the towing customer.

All payments by OPERATOR to CITY under this contract **MUST** be delivered to 509 SE 7<sup>th</sup>, Room 301, Amarillo, Texas 79101, **MUST** state on the face of the check, cashier's check, or money order: "WRECKER SERVICE FOR [month]" and **MUST** be accompanied by copies of all tow tickets and receipts for payment issued by OPERATOR as a result of this Contract.

7. **LATE PAYMENT FEE.** OPERATOR shall pay a late fee of 25% for any month if CITY has

not received: (a) the full amount of OPERATOR'S monthly payment by the 15th day of the month following the month in which the compensated tows were performed; (b) if the payment is misdirected or requires staff research due to OPERATOR not identifying the payment as required above; or, (c) if required documentation is not attached. The Late Payment Fee must be made within 3 days after receipt of written notice from CITY of the reason for the assessment and the amount of the Late Payment Fee, delivered in the same manner required for a regular monthly payment and must be identified as a Late Payment Fee. **Failure or refusal to pay the Late Payment Fee within 3 days after receipt of notice in the manner required and/or failure to provide the requisite supporting documentation within said 3 day period will constitute a violation of the Contract for purposes of Section 5, and each day such failure or refusal to comply continues will constitute a separate violation of the Contract.** This remedy is cumulative of all other remedies available to CITY for breach of this Contract. Nothing in this paragraph is intended to authorize the collection of any interest for the use, forbearance or detention of money loaned; it is a penal or liquidated sum for breach of contract.

**8. CONTRACT TERMINATION.**

a. The City can terminate this contract for its convenience at any time by giving OPERATOR written notice of termination at least five 5 business days before the effective date of such termination.

b. OPERATOR can terminate this contract at any time by giving CITY written notice of termination together with a closing statement of any fees payable to the CITY. Payment of any fees due CITY must be made within 3 business days after CITY's receipt of written notice to

terminate.

9. **AUTHORIZED PERSONS.** OPERATOR hereby agrees to provide wrecker services when requested by the Department on behalf of other CITY departments that need the towing and storage of junked, abandoned, impounded and disabled vehicles. Only response to requests for wrecker services received from AECC are authorized under this Contract.

10. **RESPONSE TIME.** OPERATOR agrees to respond to any scene within the Amarillo city limits **within 20 minutes between the hours of 8:00 a.m. and 8:00 p.m. and 30 minutes between the hours of 8:01 p.m. and 7:59 a.m.;** provided, however, if the OPERATOR notifies the CITY'S communication center of a delay not attributable to OPERATOR (e.g. traffic near the scene, weather etc.) and of a reasonable expected time of arrival, then OPERATOR will be allowed **fifteen (15) additional minutes to arrive and the late response will not be considered a violation of the Contract for purposes of Section 5.** All times run from the time the call is made by AECC to OPERATOR. In the event OPERATOR has an unexcused tardy response more than 2 times during any calendar month OPERATOR shall pay City, as liquidated damages, the sum of \$200.00 for each such tardy response as compensation to CITY for the extra time its employees were required to remain with the vehicle to be towed as a result of OPERATOR'S tardiness. **Such payment is in addition to and is not a substitute for the penalty that will be assessed against OPERATOR pursuant to Section 5 for each late response.** When the OPERATOR is called AECC will make the call time part of the Rotation Log.

11. **EQUIPMENT AND PERSONNEL.** OPERATOR must own or lease adequate equipment and vehicles to perform all requirements of this Contract. **OPERATOR must own or lease and have**

available for use at all times during this Contract the following minimum vehicles: 2 Light Duty Tow Trucks with a towing capacity of 10,000 pounds; 1 tandem axle Heavy Duty Tow Trucks with a manufacturers gross vehicle weight rating of at least 33,000 pounds and a boom capacity of 25 tons; and 1 Tandem Axle Lowboy Trailer or a 48' tilt bed trailer and a tractor to pull the trailer. The City reserves the right to insure that OPERATOR has required personnel, proper equipment, vehicles, qualifications and licenses, permits and training required by this Contract including all training and certifications required and by state and federal law, both at inception of this Contract and at any time during the term or any renewal term of this Contract. OPERATOR shall be responsible for and in sole control of the acts and omissions of OPERATOR'S personnel in the performance of this Contract. All OPERATOR personnel shall obtain a certification for heavy-duty towing services. The OPERATOR shall provide to the CITY all training certifications obtained by the OPERATOR'S personnel. Training certifications for the OPERATOR'S personnel must be provided to the CITY upon request by the CITY. OPERATOR affirms that all personnel assisting with and operating a tow truck for the OPERATOR have obtained all applicable towing certifications and provided a copy of the same to the CITY. OPERATOR must have adequate off-street parking for all of OPERATOR'S equipment. **Except as provided in Section 4. e. above, if OPERATOR fails or refuses to conform to any of the requirements of this Section 11 OPERATOR will be immediately suspended from participation under this contract until the deficiency is remedied.**

**12. SUPERVISORY RELEASE WITHOUT COST.** OPERATOR will release any vehicle hooked or towed pursuant to this Contract without charge if requested to do so in writing by any Department officer with the rank of Sergeant or higher and any CITY Division Director or Department

Head.

**13. VEHICLE STORAGE FACILITY.** OPERATOR shall provide its own licensed storage facilities and have its primary place of business **within the City limits**. The vehicle storage facility must meet the requirements of both state law and the applicable CITY zoning and building regulations regarding vehicle storage facilities. Every storage facility must be adequately secured against theft and vandalism and have security fencing. The OPERATOR will be responsible for each vehicle and its contents while in its care, custody and control. The storage facility premises and office area must be kept clean, safe and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of two feet on the side of each vehicle to allow access to check the vehicle's identification numbers. All vehicles towed by OPERATOR pursuant to this Contract shall be taken to OPERATOR'S storage facility, unless the vehicle owner or driver requests in writing that the vehicle be taken to another location specified by the owner or driver. (It is sufficient that the instruction is written by the owner or driver on the OPERATOR'S towing receipt or ticket at the scene and signed by the owner or driver.)

**14. RECORDS.** OPERATOR shall maintain during the term of this Contract, and for 4 calendar years following the expiration or termination of this Contract, complete and accurate copies of all books records, receipts and tickets generated under this Contract. OPERATOR agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly authorized representatives at OPERATOR'S place of business during Normal Business Hours for inspection, copying and auditing. Failure to maintain the records described above or to provide access will result in immediate suspension of OPERATOR under this Contract until such time as the records are

produced and access is provided. **Audits may be performed by the City on an as-needed or random basis to insure compliance with the fees established by this Contract. If an audit reveals that the fees charged are not in compliance with Exhibit A then OPERATOR will be notified by the CITY and required to refund the overcharged amount to the customer and OPERATOR may be charged for a violation of the Contract under Section 5 if the audit evidences a pattern of overcharging by OPERATOR.**

**15. NOTICES AND AUCTION.** Vehicles which are left at OPERATOR'S storage facility for more than 10 days after OPERATOR sends notice by registered or certified mail, return receipt requested, to the owner to pick up the vehicle in accordance with Chapter 683, Texas Transportation Code as amended ("Chapter 683") shall be disposed of according to the provisions of such statute. 683. Public auctions will be held at such times and places as may be scheduled by the CITY. Notices to owners, lien holders and others required by State law shall be given by the OPERATOR or Department, as required by Chapter 683 Costs and proceeds of the auction shall be allocated as required by Chapter 683.

**16. CITY EXEMPT.** Except for City vehicles over ten thousand (10,000) pounds and as provided in Section 18.23 of the Texas Code of Criminal Procedure with respect to vehicles impounded by CITY for evidentiary or examination purposes, CITY shall never be held responsible for any wrecker or towing fees, storage fees or any other charges incurred by OPERATOR as a result of this Contract. OPERATOR'S sole source of revenue and recourse for services performed under this Contract, in every case, shall be from and against title owner or operator of vehicles or a third party in privity with those. Additionally and as further consideration to CITY, OPERATOR will not charge CITY for the

towing and/or storage of any CITY owned vehicles of ten thousand (10,000) pounds or less, and will only charge CITY for the towing and/or storage of vehicles over ten thousand (10,000) pounds at the rates provided in Exhibit A.

**17. INDEMNITY.** OPERATOR, (IN THIS SECTION IT MEANS AND INCLUDES ITS OFFICERS, PARTNERS, MEMBERS, DRIVERS, EMPLOYEES, CONTRACTORS, ASSIGNS, AND SUCCESSORS AND ALL OTHERS USED BY OPERATOR OR UNDER OPERATOR'S DIRECTION IN FURTHERANCE OF PERFORMING THIS CONTRACT) AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY CITY, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, CAUSES OF ACTION, COSTS, INCLUDING ATTORNEY'S FEES, AND INTEREST RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS AND/OR PROPERTY DAMAGE OR LOSS BY WHOMSOEVER SUFFERED, (INCLUDING, BUT NOT LIMITED TO CITY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES), ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY OPERATOR.

**18. FEES.** OPERATOR shall neither charge nor attempt to collect any charge of any kind or character for the towing, waiting, debris removal, storage, security, or release of any vehicle except those authorized by this Contract or by State law. Any additional services and their associated fees specifically authorized in writing by the scene commander or the on-scene supervisor will be considered as an authorized fee. Storage charges shall cease when a properly completed request for release is made. The maximum fees OPERATOR can charge for towing any vehicle and for service

rendered under this Contract are shown in Exhibit A attached to this Contract and by this reference made a part of this Contract.

19. "FUEL SURCHARGE. OPERATOR will be permitted to charge a fuel surcharge in addition to the contractual fees approved in the Contract. The Base Price for calculating this surcharge will be the rack average price per gallon for No. 2 Gross Ultra Low Sulfur Distillate ("No. 2 Distillate") in Amarillo, Texas as set by the Oil Price Information Service ("OPIS") on June 3, 2016.

The fuel surcharge will be determined monthly by a formula based on the cost increase of No. 2 Distillate. When the OPIS rack average price for a gallon of No. 2 Distillate in Amarillo, Texas increases by fifty cents (\$0.50) over the Base Price, the OPERATOR will be permitted to charge three dollars (\$3.00) per tow as an additional fuel surcharge to the towing fees. For every fifty cents (\$0.50) increase thereafter the OPERATOR may increase the fuel surcharge by an additional three dollars (\$3.00). Example: Base Price \$3.20 on June 3, 2016, No. 2 Distillate has increased to \$4.20 (increase of \$1.00) on July 3, 2016, OPERATOR entitled to collect a six dollar (\$6.00) fuel surcharge after notification from CITY.

The same methodology shall also be used to reduce or eliminate the fuel surcharge when fuel prices decline.

Whenever the fuel surcharge fees are in effect for tows, all customers will be provided with an itemized explanation of the fuel surcharge fee.

The fuel surcharge, if implemented, will apply only to the actual towing fees and shall not apply towards storage or any other fees. No fuel surcharge fees shall be permitted if the rack average price per gallon of No. 2 Distillate remains below the Base Price plus forty-nine cents (\$0.49). The CITY will not be responsible for any fuel surcharge fees.

The CITY shall advise each OPERATOR by regular first class mail (sent to the address provided in this Contract) of the fuel surcharge calculation and the effective date of any surcharge (increase or decrease) on or about the 15<sup>th</sup> of each month and such calculation shall be and remain in effect until the next monthly review and adjustment."

**2019. INQUIRIES.** On all bills, invoices, receipts, tickets, etc. issued by OPERATOR for service rendered under this Contract, OPERATOR shall notify customers in writing of the fees specified in Exhibit A and, the mailing address (200 S.E. 3<sup>rd</sup>, Amarillo TX 79101) and telephone number (806-378-4269) of the Amarillo Police Department for purpose of directing questions regarding those fees or services. **OPERATOR shall give customers an itemized receipt that reflects the services and fees specified in Exhibit A.** This notice must be pre-printed on the forms used by OPERATOR or a

legible sticker or rubber stamp may be used to convey the required information. The required information must be in a sans serif font of not less than ten (10) points. A sign containing this same information shall also be prominently displayed to the public at the place of payment, in letters at least one inch high, with a contrasting background. **This sign shall be posted within 10 business days after this Contract is signed by the CITY.** Failure to comply with any requirement of this Section 19 will constitute a violation for purposes of Section 5 and each day that OPERATOR fails or refuses to remedy the violation after receiving notice thereof shall constitute a separate violation under Section 5.

**210. LEGAL COMPLIANCE.** OPERATOR shall comply with all provisions of Federal and Texas laws and regulations (specifically including but not limited to, Title 16, Part 4, Chapter 85 "Vehicle Storage Facilities" and Chapter 86 "Vehicle Towing and Booting" of the Texas Administrative Code; Chapters 2303 and 2308 of the Texas Occupation Code; and Chapter 683 Texas Transportation Code) and the Amarillo Municipal Code regarding the operation, licensing and registration of tow vehicles, tow truck operators and vehicle storage facilities. **Failure or refusal to comply with any such federal, state or local law and regulation will result in immediate written notice of suspension under this contract until such time as Operator provides CITY with satisfactory evidence of compliance.**

**221. SCENE CLEANUP.** When removing a vehicle from a location OPERATOR MUST pick up and remove all broken glass and debris from the street and properly dispose of it at the storage facility. **Failure or refusal to comply with this Section will constitute a violation of the contract under Section 5.**

**232. COMPLAINTS AND OVERCHARGES.** Complaints concerning OPERATOR'S performance under this contract received by the CITY shall be promptly reported to and investigated by OPERATOR. A satisfactory written explanation shall be made to CITY within 5 business days of the time OPERATOR is notified in writing of the complaint by CITY. OPERATOR agrees to promptly and without delay take whatever action is necessary to correct any and all complaints. **OPERATOR'S failure or refusal to fully investigate complaints, to correct errors, to refund overcharges, or to provide CITY a written explanation within the required period will constitute a violation and authorize CITY to penalize OPERATOR as provided in Section 5, and each day thereafter that OPERATOR fails or refuses to take the required action will constitute a separate violation for purposes of Section 5. When a complaint is initiated all charges by OPERATOR on the complaining party will stop until such time as the complaint has been resolved in writing and signed by all parties involved, a satisfactory written explanation, acceptable to the CITY, as to why the complaint cannot be resolved is received or a hearing before the Justice of the Peace to dispute overcharges or if there is no probable cause for the tow in accordance with Texas Occupations Code 2308.**

**243. VEHICLE RELEASE.** OPERATOR shall release vehicles in its custody 24 hours a day or as otherwise provided by law. Vehicles must be released within 1 hour of a request. OPERATOR shall promptly release personal property during Normal Business Hours without fee to the authorized owner or operator of the vehicle.

**254. POLICE HOLD.** OPERATOR must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle and designates whether or not there is a police

hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub, the OPERATOR will ensure that the police hold has been canceled. Before having the receipt printed for use, the OPERATOR must confer with and obtain Department approval of the receipt form. For purposes of this paragraph, a "police hold" includes a hold placed by the Fire Marshall's office or other law enforcement agency with whom the Department is cooperating. The OPERATOR must notify the Department front desk, on a daily basis, of all vehicles it has released for which it issued an impound receipt/stub. Failure to comply with the requirements of this Section 24 will constitute a violation for Section 5 purposes.

**265. INSURANCE.** In addition to any insurance required by Texas law, at inception of this Contract OPERATOR shall provide satisfactory proof of insurance coverage as listed below and maintain such coverage, without interruption for the full Term of this Contract and any renewal term. All policies shall be issued by an insurer with a Best Rating of B+ or better, authorized to write such coverage in Texas. A certificate of insurance must be filed with the CITY prior to the execution of this Contract.

<u>TYPE OF COVERAGE</u>	<u>MINIMUM RATES</u>
<u>WORKERS COMPENSATION</u>	STATUTORY
OR	
THE APPROVED EQUIVLENT OF AN ACCIDENT MEDICAL EXPENSE, WEEKLY ACCIDENT INDEMNITY AND ACCIDENTAL D & D POLICY	
<u>COMMERCIAL GENERAL LIABILITY</u>	
COVERAGE A - Each Occurrence	\$500,000
COVERAGE B - Personal & Advertising Injury	\$500,000
General Aggregate other than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTES:

- 1) Contractual liability coverage cannot be excluded.
- 2) OPERATOR will assume all liability for independent suboperators.

AUTOMOBILE LIABILITY

Bodily Injury Liability - Per Person	\$250,000
Bodily Injury Liability - Per Occurrence	\$500,000
Property Damage Liability - Per Occurrence	\$100,000
Garage Liability - Aggregate	\$500,000

NOTE:

Coverage must include all owned, scheduled, hired, and non-owned vehicles.

OTHER:

Garage keepers Legal Liability	\$200,000
On Hooks including Cargo Limit - Light/Medium Trucks	\$50,000
On Hooks including Cargo Limit - Heavy Trucks	\$300,000

The policy must list the City of Amarillo as an "additional insured" and require the company to give CITY 45 days advance notice of non-renewal, cancellation or other material changes by the carrier.

**Failure to maintain the required insurance will result in immediate suspension of OPERATOR from the Rotation Log until such time as proof of the required insurance is provided to CITY.**

**276. TRAINING VEHICLES.** In further consideration to CITY for this Contract, OPERATOR will provide OPERATOR'S proportionate share (on a rotation basis) of a maximum of one hundred (100) junked vehicles required by the Department and the CITY Fire Department for training purposes and shall deliver same to the location designated by the Department or CITY Fire Department. When training exercises have been completed OPERATOR will promptly remove the vehicle(s).

**287. SAVINGS.** In case of any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if

such invalid, illegal or unenforceable provision had never been contained herein.

|

**298. NOTICES.** Notice required by this Contract shall be complete upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be hand delivered or mailed certified return receipt requested as follows:

CITY:

Purchasing Agent  
City of Amarillo  
P. O. Box 1971  
509 East 7th Avenue, Room 303  
Amarillo TX 79105-1971

With Copy to:  
Cpt. Brad Lancaster  
Amarillo Police Department

OPERATOR:

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip Code \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

or such other address as may be specified by notice in writing.

**3029. WAIVER OR AMENDMENT AND ESTOPPEL.** Waiver, alteration, or modification of any of the provisions of this Contract shall not be binding unless such waiver, alteration, or modification is in writing and signed by an authorized representative of the parties. Failure by either party to enforce a breach of this Contract on one or more occasions shall not constitute a waiver of further breaches or estoppel enforcement on the subsequent occasions.

**310. INDEPENDENT CONTRACTOR.** The relationship created between the parties by this Contract is that of CITY and independent contractor. No agent, employee, or suboperator of OPERATOR is or will be deemed to be the employee, agent or servant of CITY. CITY is interested only in the results obtained under this Contract. The manner and means of conducting the work are

under the sole control of OPERATOR. None of the benefits provided by CITY to its employees, including, but not limited to compensation insurance, hospitalization insurance, or unemployment insurance are available from CITY to the employees, agents, servants or suboperators of OPERATOR.

**321. LABELS.** The titles for each section are for convenience only and are non-substantive, and do not expand or limit the text of the section.

**332. COUNCIL APPROVAL.** Execution of this Contract by CITY is subject to approval by the Amarillo City Council.

**343. NONDISCRIMINATION.** OPERATOR will comply with all federal and state antidiscrimination and civil rights laws in performing services under this Contract.

**354. ASSIGNMENT/TRANSFER.** This Contract cannot be assigned or transferred without CITY'S prior written approval.

**365. COSTS AND ATTORNEYS' FEES.** If either party commences any legal action in a court of law against the other party arising out of this Contract, the prevailing party may recover its litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.

**376. PRIOR AGREEMENT.** This Agreement supersedes and terminates any prior oral or written understandings or agreements between the parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20164.

CITY OF AMARILLO

By: \_\_\_\_\_  
Terry Childers-W. Jarrett Atkinson, Interim City

Manager

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

OPERATOR

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT A FEES**

<b>ITEM</b>	<b>10,000 POUNDS OR LESS, FEES NOT TO EXCEED. . .</b>	<b>FOR CITY OF AMARILLO VEHICLES OVER 10,000 POUNDS, FEES NOT TO EXCEED. . .**</b>	<b>NOTES:</b>
Towing charge	\$150.00 for accident tow \$135.00 for non-accident tow	\$150.00 per necessary tow vehicle	There is no mileage allowance for a point-to-point tow within the City.
Clean-up	Included in Tow Charge.	Included in tow charge	At every accident, must pick up glass, metal, plastic debris and properly dispose of such at storage facility.
Dolly	\$25.00 flat fee	-----	-----
Environmental Clean-up	\$25.00 per 15 minute increments. (This is in addition to any fee for time on scene below.)	\$25.00 per 15 minute increments. (This is in addition to any fee for time on scene below.)	Only upon request by police or fire officials at the scene. In addition to removal and disposal of debris (glass, metal, plastic etc.) OPERATOR will clean up of motor vehicle fluids spilled at scene and properly dispose of same in a manner authorized by the EPA and TNRCC. All associated costs in excess of amount paid under this Contract shall be borne by OPERATOR unless authorized by the vehicle owner. OPERATOR must note on tow ticket name of authorizing official, nature and amount of spill.
Storage Fee	If charged not less than \$5 nor more than \$20.00 per day (Vehicles that are 25 feet or less in length)	\$35.00 per day (Vehicles that exceed 25 feet in length)	Shall not charge in excess of one day's storage for a vehicle, which remains in storage less than twelve (12) hours notwithstanding the passage of midnight.
Mileage fee	\$2.00 per mile	\$2.50 per mile	Starts and ends at City limits outbound/inbound.
Time on scene over 15 minutes	\$30.00 per 15 minute increments	\$50.00 per 15 minute increment per necessary tow vehicle	For authorized time at scene in excess of 15 minutes.
Impoundment Fee	\$20.00	\$20.00	
Certified Letter Fee	Not to exceed State Allowable	Not to exceed State Allowable	
After Hours Vehicle/Personal Property Release	\$25.00	\$25.00	

**\*\* ALL TOWS OF NON CITY VEHICLES OVER 10,000 POUNDS WILL BE CHARGED IN ACCORDANCE WITH OPERATOR'S POSTED TDLR RATES.**

**ADDENDUM NO. 4  
TO CONTRACT FOR PARTICIPATION IN CITY OF AMARILLO  
ROTATION LOG FOR WRECKER SERVICES FOR ABANDONED, IMPOUNDED, JUNKED  
AND DISABLED VEHICLES**

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This Addendum is attached to and made a part of that certain Contract for Participation in City of Amarillo Rotation Log for Abandoned, Impounded, Junked and Disabled Vehicles of even date herewith and by and between the City of Amarillo ("CITY") and \_\_\_\_\_ ("OPERATOR"). CITY and OPERATOR hereby agree to add the following "Fuel Surcharge" provision to Exhibit A of said Contract:

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"FUEL SURCHARGE." OPERATOR will be permitted to charge a fuel surcharge in addition to the contractual fees approved in the Contract. The Base Price for calculating this surcharge will be the rack average price per gallon for No. 2 Gross Ultra Low Sulfur Distillate ("No. 2 Distillate") in Amarillo, Texas as set by the Oil Price Information Service ("OPIS") on the March 15, 2011.

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The fuel surcharge will be determined monthly by a formula based on the cost increase of No. 2 Distillate. When the OPIS rack average price for a gallon of No. 2 Distillate in Amarillo, Texas increases by fifty cents (\$0.50) over the Base Price, the OPERATOR will be permitted to charge three dollars (\$3.00) per tow as an additional fuel surcharge to the towing fees. For every fifty cents (\$0.50) increase thereafter the OPERATOR may increase the fuel surcharge by an additional three dollars (\$3.00). Example: Base Price \$3.20 on March 15, 2011, No. 2 Distillate has increased to \$4.20 (increase of \$1.00) on April 15, 2011, OPERATOR entitled to collect a six dollar (\$6.00) fuel surcharge after notification from CITY.

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\_\_\_\_\_  
The same methodology shall also be used to reduce or eliminate the fuel surcharge when fuel prices decline.

\_\_\_\_\_  
Whenever the fuel surcharge fees are in effect for tows, all customers will be provided with an itemized explanation of the fuel surcharge fee.

\_\_\_\_\_  
The fuel surcharge, if implemented, will apply only to the actual towing fees and shall not apply towards storage or any other fees. No fuel surcharge fees shall be permitted if the rack average price per gallon of No. 2 Distillate remains below the Base Price plus forty-nine cents (\$0.49). The CITY will not be responsible for any fuel surcharge fees.

\_\_\_\_\_  
The CITY shall advise each OPERATOR by regular first class mail (sent to the address provided in this Contract) of the fuel surcharge calculation and the effective date of any surcharge (increase or decrease) on or about the 15<sup>th</sup> of each month and such calculation shall be and remain in effect until the next monthly review and adjustment."

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All terms, conditions, obligations, rights, and provisions of the above-described Contract remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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ATTEST: \_\_\_\_\_ CITY OF AMARILLO

\_\_\_\_\_  
By: \_\_\_\_\_  
Frances Hibbs, City Secretary \_\_\_\_\_ W. Jarrett Atkinson, City Manager

ATTEST: \_\_\_\_\_ OPERATOR

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

# Amarillo City Council

## Agenda Transmittal Memo



6



<b>Meeting Date</b>	July 5, 2016	<b>Council Priority</b>	Community Appearance
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<b>Department</b>	Planning Department
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### Agenda Caption

Address: 159 West Colorado Ave

This is an ordinance rezoning Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home.

### Agenda Item Summary

Homes in the neighborhood appear to be average in both construction and maintenance, with a few which could be considered below average in condition. In a one-block radius, there are several singlewide manufactured homes as well as others beyond a one-block radius. Of these six singlewide manufactured homes, two are located within the same block as the applicant's tract. One of the singlewide manufactured home within the block is associated with Specific Use Permit 105 which allowed for a placement of a singlewide manufactured type A home.

Planning Department staff has reviewed photos of the applicant's singlewide manufactured home and although the proposed manufactured home is not ideal, it is comparable in condition to some area homes. It is worth noting that if approved and prior to a permit being issued, a pre-inspection review to determine overall livability of the home is necessary. Given the area as a whole and that the purpose of this SUP is to place a singlewide manufactured home, staff is in agreement with the market analysis and believes placement of a new Type A Manufactured Home will not have any detrimental impacts on the surrounding area.

### Requested Action

The applicant is requesting a specific use permit for the placement of a Type A (built between 1976 and the current year) Manufactured Home on property zoned Residential District 1.

### Funding Summary

N/A

### Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding this request

The item was recommended for approval by the Planning and Zoning Commission at its June 13, 2016

# Amarillo City Council Agenda Transmittal Memo



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Public Meeting.

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### **City Manager Recommendation**

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Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommends the City Council approve the item as submitted.

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ORDINANCE NO. 7607

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 COLORADO AVENUE & BUCK STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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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 Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home.

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 July, 2016 and PASSED on Second and Final Reading on this the \_\_\_\_\_ day of July, 2016.

\_\_\_\_\_  
Paul Harpole, Mayor

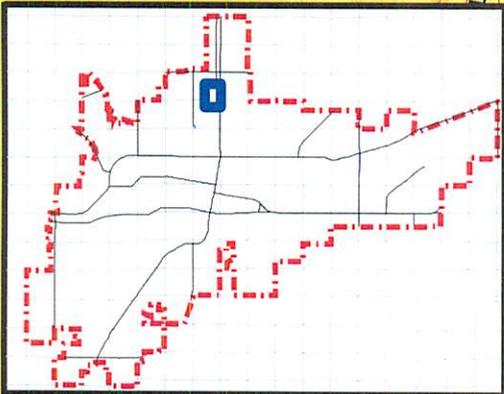
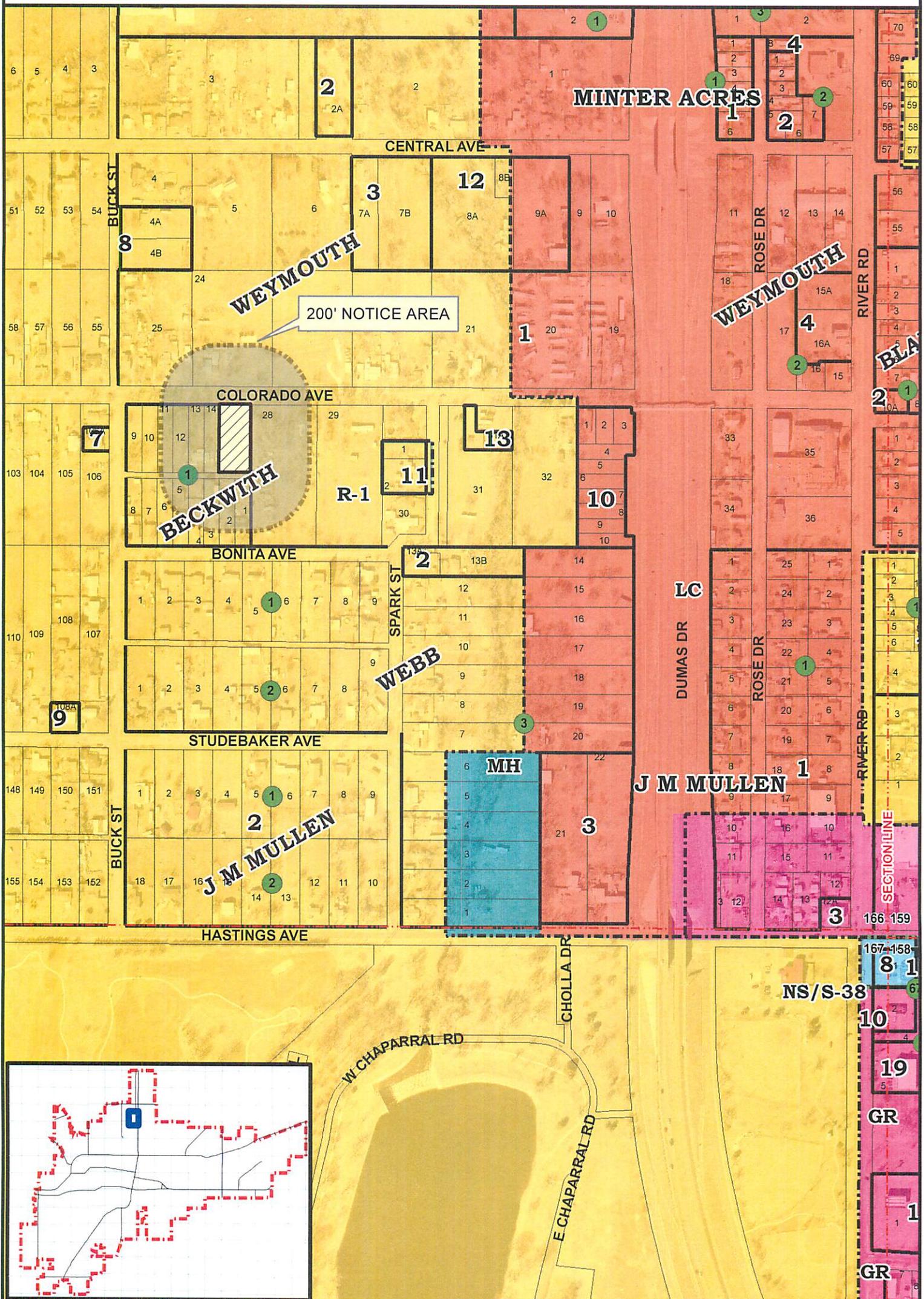
ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney

# REZONING FROM R-1 TO R-1 W/ SUP



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'  
Date: 5-20-16  
Case No: Z-16-21



Z-16-21 Rezoning of Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home.

Applicant: Wanda Selby

Vicinity: Colorado Ave & Buck St

AP: N-8

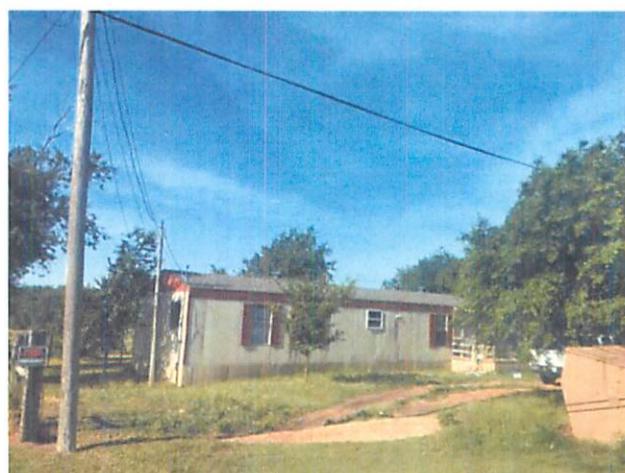
**Proposed Manufactured Home**



**Proposed Site**



**Surrounding Area**



# Amarillo City Council Agenda Transmittal Memo



7



<b>Meeting Date</b>	July 5, 2016	<b>Council Priority</b>	Community Appearance
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<b>Department</b>	Planning
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### Agenda Caption

This resolution conducts a public hearing and establishes a public improvement district to be located in the subdivision know as "Heritage Hills" in the vicinity of Helium Road, Arden Road and Soncy Rd./Loop 335. This petition was submitted by Perry Williams d/b/a P Dub Land Holdings Ltd. and Seth Williams d/b/a Pega Development LLC for residential and commercial/retail uses. This Public Improvement District is created to fund the construction and maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision.

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### Agenda Item Summary

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

As with every PID in Amarillo, maintenance and operation of entryway features, landscaped boulevards, and common areas will be funded by PID assessments collected from property owners within this PID boundary. Texas Local Government Code, Chapter 372 permits several different PID assessment methods. There are multiple assessment methods used with Amarillo PIDs and each are specifically defined in their associated petitions. The proposed Heritage Hills PID assessment method will be determined by multiplying the number of square feet of each platted lot by an assessment rate. The Applicants have set the initial assessment rate at \$0.08 per square foot.

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### Requested Action

Attached is a petition submitted by Perry Williams d/b/a P Dub Land Holdings Ltd and Seth Williams d/b/a PEGA Development LLC (Applicants) for the establishment of a Public Improvement District (PID).

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### Funding Summary

The cost of these improvements will be borne by the property owners within the subdivision as allocated equitably among all platted lots.

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### Community Engagement Summary

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

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# Amarillo City Council Agenda Transmittal Memo



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## **City Manager Recommendation**

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Planning staff has reviewed the petition and believes that it satisfies State requirements as specified in the Texas Local Government Code, Chapter 372 at this time. This petition also conforms to local policies regarding the establishment of a PID.

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\_\_\_/\_\_\_/\_\_\_ by:\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION CONDUCTING A PUBLIC HEARING ON A PETITION REQUESTING ESTABLISHMENT OF A PUBLIC IMPROVEMENT DISTRICT TO BE KNOWN AS THE "HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT," IN THE VICINITY OF HELIUM ROAD, ARDEN ROAD AND SONCY ROAD/LOOP 335; CONCERNING ADVISABILITY OF CREATING SUCH DISTRICT; NATURE OF IMPROVEMENTS; ESTIMATED COST; METHOD AND APPORTIONING OF ASSESSMENTS; BOUNDARIES OF SUCH DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council finds that the public hearing was held and closed according to law; therefore

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

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

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

B. The petition proposes constructing of entry features, landscaping and green areas above that generally provided in the rights-of-way of platted subdivisions in the City of Amarillo and provides for additional maintenance for both permanent and seasonal plantings in the common areas. Further, the petition proposes that the Public Improvement District be authorized to engage in any other statutorily allowed project, as may be approved in a service plan to be adopted.

C. The Developer's initial total estimated cost for the improvements proposed in the Public Improvement District is \$78,482.11. The actual cost may be affected by inflation or changes in improvements actually made. The Developer's estimated maintenance and operation costs as well as administrative expenses during the first year of operation beginning October 1, 2016 are:

Cost of Maintenance and Operation (Phase 1) .....	\$50,061.60
Administration Expenses.....	\$1,455.42
Hard & Soft Costs Reimbursement to Developer.....	\$26,918.66
Total.....	\$78,482.11

The cost of maintenance and operation, and administrative fees in subsequent years will be determined annually in the service plan.

D. The boundaries of the Heritage Hills Public Improvement District are described as attached Exhibit A.

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

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

1. Residential Property. Each Residential Lot will be assessed based upon a rate multiplied by the number of square feet located within the Residential Lot.
2. Church Property. All tracts on which Churches are built will be assessed equal to the per square footage assessment on Residential Lots multiplied by the square feet located within the Church Property.
3. Multi-Family Property. Multi-Family Tracts will be assessed an amount equal to the per square footage assessment on Residential Lots multiplied by the square feet located within the Multi-Family Property.
4. Commercial Property. Property to be used for commercial, general retail, neighborhood services, offices, office condominiums, and other non-residential and non-church purposes will be assessed at an amount equal to the per square footage assessment on Residential Lots multiplied by the square feet located within the Commercial Property.

G. The terms, limitations, conditions, duties, and obligations of both the City and landowners, as stated in the petition are adopted and incorporated herein by reference. In the event of a variance or conflict between this resolution and the petition, the terms of this resolution prevail.

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

SECTION 2. The foregoing having been found to be beneficial to and promotes the best interests of the citizens of Amarillo. The Public Improvement District to be known as "Heritage Hills Public Improvement District" is hereby approved, authorized and established.

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

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

SECTION 5. Publication. Pursuant to Texas Local Government Code Sec. 372.010(b) Notice of passage of the resolution shall be published one (1) time in a newspaper of general circulation in this city.

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Paul Harpole, Mayor

ATTEST:

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Frances Hibbs, City Secretary

**EXHIBIT A**

A 590.9343 ACRE TRACT OF LAND LOCATED IN SECTION 65, BLOCK 9, B.S. & F. SURVEY, RANDALL COUNTY, TEXAS, BEING A PORTION OF A 662.34 ACRE TRACT WHOSE WARRANTY DEED IS RECORDED IN CLERKS' FILE NUMBER 2008005957 OF THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2 INCH REBAR WITH CAP STAMPED "HH" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF HOLLYWOOD ROAD AND THE EXISTING EAST RIGHT-OF-WAY LINE OF HELIUM ROAD MARKING THE SOUTHWEST CORNER OF THIS TRACT AND FROM WHICH A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 65 BEARS S 30°53'35" W, 58.08 FEET;

**THENCE** N 00°12'26" W, 5362.54 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" FOUND IN THE NORTH LINE OF SAID SECTION 65 MARKING THE NORTHWEST CORNER OF THIS TRACT AND FROM WHICH A 1/2 INCH REBAR FOUND AT THE NORTHWEST CORNER OF SAID SECTION 65 BEARS N 89°45'50" W 30.00 FEET;

**THENCE** S 89°45'50" E (BASE BEARING) 4790.27 FEET ALONG THE NORTH LINE OF SAID SECTION 65 TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" FOUND AT THE NORTHEAST CORNER OF THIS TRACT;

**THENCE** S 00°33'08" E, 5365.55 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF HOLLYWOOD ROAD MARKING THE SOUTHEAST CORNER OF THIS TRACT;

**THENCE** N 89°43'56" W, 2531.48 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HOLLYWOOD ROAD TO A 1/2 INCH REBAR WITH CAP STAMPED "FURMAN" FOUND IN THE EAST LINE OF AN ADJOINING 1 ACRE TRACT WHOSE DEED IS RECORDED IN VOLUME 92, PAGE 187 OF THE DEED RECORDS OF RANDALL COUNTY, TEXAS;

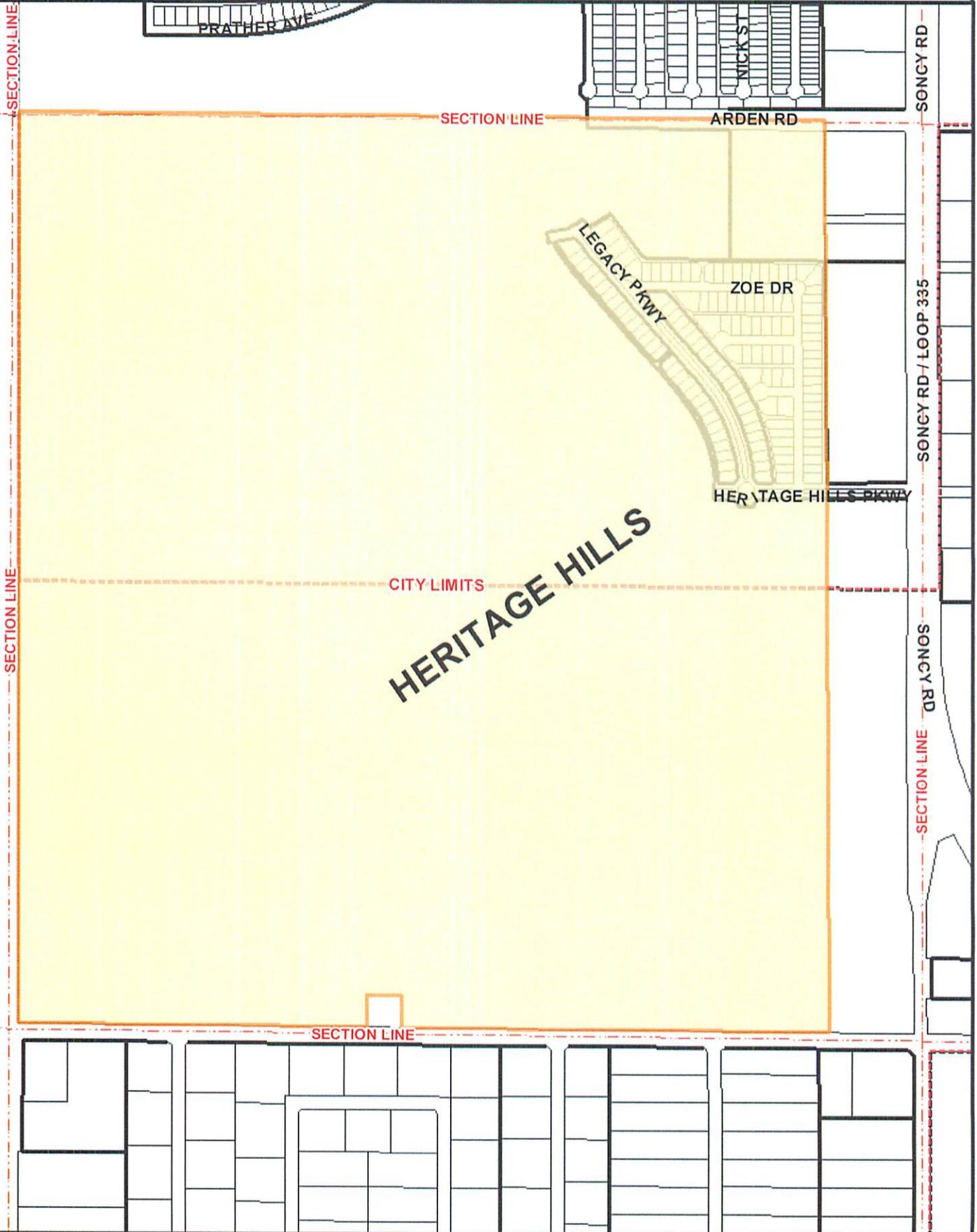
**THENCE** N 00°19'24" W, 187.75 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "FURMAN" FOUND AT THE NORTHEAST CORNER OF SAID 1 ACRE TRACT;

**THENCE** N 89°43'01" W, 208.59 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "FURMAN" FOUND AT THE NORTHWEST CORNER OF SAID 1 ACRE TRACT;

**THENCE** S 00°19'24" E, 187.80 FEET TO A 1/2 INCH IRON REBAR WITH CAP STAMPED "FURMAN" FOUND IN THE NORTH RIGHT-OF-WAY LINE OF HOLLYWOOD ROAD;

**THENCE** N 89°43'56" W, 2082.54 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HOLLYWOOD ROAD TO THE PLACE OF BEGINNING.

# Heritage Hills Public Improvement District



Scale: 1" = 200'  
Date: 7-1-15  
Exhibit: A



CITY OF AMARILLO  
PLANNING DEPARTMENT

AP: H-17

**PETITION REQUESTING ESTABLISHMENT  
OF PUBLIC IMPROVEMENT DISTRICT**

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

Recitals

- A. P Dub Land Holdings Ltd. is the owner of the real property described in Exhibit "A".
- B. Owners, as hereafter defined, will convey their respective properties to Developer, as hereafter defined. Developer will develop the Property.
- C. The Property will be developed in approximately 38 different phases.
- D. Owners will convey each phase of the Property to Developer before the Property is platted.
- E. When Developer acquires title to a phase of the Property to be developed. Developer will file a plat (the "Plat") of such phase with the Planning and Zoning Department of the City of Amarillo, Texas. When each phase of the Property is platted and the Plat is filed in the Official Public Records of Randall County, Texas, the property within the Plat will be subject to assessments as provided in this Petition.
- F. Developer will create a property owner's association.

Petition

This Petition requesting the establishment of a public improvement district is submitted by Owners to the City Council of the City of Amarillo. This Petition is submitted under the authority of Chapter 372 of the Local Government Code of Texas so that the powers granted under the Act may be exercised by the City. In support of this Petition, Owners show the following:

1. Definitions. The use of any of the following defined terms in their capitalized form will have the meaning designated below. The use of any of the following defined terms in their uncapitalized form will indicate the words have their normal meaning.
  - (a) "Act" means Chapter 372 of the Local Government Code of Texas.
  - (b) "Administrative Costs" means publication fees, collection fees, postage, and other administrative costs incurred by the City directly attributable to the PID.
  - (c) "Advisory Board" has the meaning set forth in Paragraph 4.
  - (d) "Assessed Tracts" has the meaning set forth in Paragraph 3.
  - (e) "Assessment Method" has the meaning set forth in Paragraph 13.
  - (f) "Association" means a property owners association created and formed by the owners having a recorded property interest of property located in the PID.

- (g) "Capital Improvements" means the capital improvements that confer a special benefit to the neighborhood over and above the normal or typical City standard, for a project listed in Sec. 372.003 of the Local Government Code.
- (h) "Churches" means buildings used for public religious worship and in which occupants do not reside.
- (i) "City" means the City of Amarillo.
- (j) "Common Areas" means those areas designated as "Common Areas" on the Plat.
- (k) "Council" means the City Council of the City of Amarillo.
- (l) "Developer" means PFGA Development, L.L.C. or any third party developer which may develop the Property.
- (m) "Hard Costs" means actual costs incurred by Developer for construction of the Capital Improvements.
- (n) "Maintenance" means labor and materials for the repair and maintenance of the Capital Improvements, mowing grass, trimming trees and bushes, replanting landscaping, and other work as reasonably determined by the Management Company to keep the Capital Improvements attractive and in good condition.
- (o) "Management Company" has the meaning set forth in Paragraph 5.
- (p) "Multi-Family Tracts" means apartment houses, residential condominiums, duplexes, four-plexes and other structures intended for more than one single family to occupy.
- (q) "Owners" means P Dub Land Holdings Ltd. and PFGA Development, L.L.C.
- (r) "Petition" means this Petition.
- (s) "PID" means the public improvement district to be created pursuant to this Petition.
- (t) "Plat" has the meaning provided in Paragraph F under Recitals.
- (u) "Property" means the real property described in Exhibit "A"
- (v) "Residential Lot" means all lots on which single family detached houses, attached townhouses, houses on zero lot lines, patio homes, garden homes, and other similar houses are to be constructed which are used as single family residences.
- (w) "Service Plan" has the meaning set forth in paragraph 14.
- (x) "Soft Costs" means costs and fees incurred by Developer for architectural design of clock towers, bell towers, and landscaping, design for architectural and landmark features, insurance on Capital Improvements, engineering fees applicable only to Capital Improvements, and attorney's fees for creation of the PID.

2. Name. The PID will be known as Heritage Hills.

3. PID Assessment. The City will be authorized to utilize the PID to assess the lots and tract (the "Assessed Tracts") in the platted portion of the Property to raise money to reimburse the Developer/Owner for the Hard Costs and the Soft Costs, interest thereon, and the cost of Maintenance and Administrative Costs. The City will not assess for

the platted portion of the Property included in streets, alleys, parks, public schools, and Common Areas. The Management Company shall endeavor to keep the assessments on the Assessed Tracts as level as reasonably possible. Assessments may be deferred according to section 372.0055

4. Advisory Board. The initial Advisory Board will consist of three persons selected by W Real Estate Management L.L.C. The term for the initial Advisory Board will be 12 months from the date of appointment. After the first year, the Advisory Board will be appointed by the City Council and will consist of five persons recommended by the Association, the Developer and the Owners as follows:

- (a) two persons who are suggested by the Association ;
- (b) two persons who are suggested by Developer; and
- (c) one person who is suggested by Owners.

After the first year, the Advisory Board will serve terms of three years. After the Property has been fully developed and when Developer and Owners no longer own any interest in the Property, the persons serving as the Advisory Board will be recommended by the Association.

The Advisory Board will appoint a Management Company to review and recommend to the City Council an annual budget, five year service plan, proposed improvements, and all other considerations as recommended by the Management Company.

5. Management Company. In collaboration with the Association and the Advisory Board, the Management Company will prepare each year a five year Service Plan and annual budget setting forth in detail the proposed services and the projected costs of services, improvements, Maintenance, Administrative Costs and property owner assessments for the PID.
6. General Nature of Proposed Improvements The general nature of the proposed improvements will primarily be aesthetic in nature to enhance the lifestyle, personal pride, enjoyment, and property values within the PID.
7. Payment of Capital Improvement Cost If Owner and the City agree, the public bidding process may provide that the costs of improvements may be paid or reimbursed by any combination of the methods described in section 372.023. Interest will begin accruing on the Soft Costs and Hard Costs on the date the City accepts each separate phase of Capital Improvements. The Soft Costs to be reimbursed to the Developer may not exceed 15% of the Hard Costs.
8. Regular City Services The proposed Capital Improvements and Service Plan applicable to the Property will be a supplement to the existing standard level of City improvements and services and will constitute an added increment to the improvements and services normally provided to the taxpayers generally. If the PID is created, the City will continue to furnish and pay for standard improvements and services in the PID at the same level as they would be provided to the taxpayers generally without use of any of the funds collected by the PID.
9. Estimated Costs The estimated total of Hard Costs is \$ 5,000,000 , and the estimated total of Soft Costs is \$ 750,000 , for a total estimated cost of \$ 5,750,000 ; however, the actual cost may be affected by inflation and changes in the Capital Improvements actually made by Developer. The estimated costs of the PID for fiscal year beginning October 1, 2016 , are:

Maintenance/Management (Phase I)	\$ 50,061.60
Administrative Costs	\$ 1,501.85
Reserve for Maintenance & Administrative costs	\$ 21,616.03
Est. Hard & Soft Costs for Capital Improvements	\$ <u>605,009.56</u>
Total	\$ <u>678,189.04</u>

Assessments for fiscal year beginning October 1, 2016, are:

Maintenance/Management (Phase 1)	\$ 50,061.60
Administrative Costs	\$ 1,455.42
Est. Payment of Cost pursuant to Sec. 372.023	\$ <u>26,918.66</u>
Total	\$ 78,482.11

\*Heritage Hills Unit No. 2 equals 934,013 sq. ft. x \$0.0840 = \$78,457.09  
(Estimated assessment for Hard and Soft Costs and Maintenance is \$0.08 per sq. ft.)

The cost of improvements and Maintenance in subsequent years, within the limits of Section 372.003 of the Act, will be determined in the Service Plan recommended by the Management Company and adopted and amended from time to time by the Council.

10. Reimbursement to Developer Any amount of assessments received by the City for the PID in excess of (i) funds necessary to pay for Maintenance, (ii) Administrative Costs, and (iii) an amount to be held as a contingency reserve equal to at least 25% of the annual PID budget as determined by the Council will be paid to Developer for reimbursement as set forth in Paragraph 7. The reimbursement to Developer will be paid annually as funds are available. Developer will only be reimbursed for Soft Costs and Hard Costs plus interest as provided in Paragraph 7. All payments to Developer will be applied first to accrued interest and then to principal.
11. Issuance of Debt When the City has determined that a sufficient number of houses have been constructed in the PID to generate income sufficient to amortize between 10 - 30 years the total costs of the unreimbursed Hard Costs, Soft Costs, and accrued interest, the City may issue the necessary debt to provide sufficient funds to reimburse Developer therefore.
12. PID Boundaries The boundaries of the proposed PID are shown on Exhibit "A".
13. Method of Assessment At the time a Plat is filed, Developer shall furnish the City with the number of square feet for each lot or tract lying within the Plat. Until changed by the Council, the method of establishing assessments (the "Assessment Method") will be determined as follows:
  - (a) Residential Property Each Residential Lot will be assessed based upon a rate multiplied by the number of square feet located within the Residential Lot.
  - (b) Church Property All tracts on which Churches are built will be assessed equal to the per square footage assessment on Residential Lots multiplied by the square feet within the Church Property.
  - (c) Multi-Family Property Multi-Family Tracts will be assessed at an amount equal to the per square footage assessments on Residential Lots multiplied by the square feet within the Multi-Family Property.
  - (d) Commercial Property Property to be used for commercial, general retail, neighborhood services, offices, office condominiums, and other non-residential and non-church purposes will be assessed at an amount equal to the per square footage assessments on Residential Lots multiplied by the square feet within the Commercial Property.
14. Service Plan The Service Plan will be ongoing and will provide for:
  - (a) Estimated cost and method of operating the PID to be recommended by the Advisory Board and approved by the Council for a period of not less than five years. The Council may, but is not obligated to, approve the recommendations of the Advisory Board. The Service Plan will be reviewed and updated each year by the Advisory Board and the Council to establish the annual costs of the special services.

- (b) Annual costs of operating the PID to be assessed by the Assessment Method against the Assessed Tracts as established by the then current tax roll of the Potter/Randall County Appraisal District and to be collected with the ad valorem tax collections.
- (c) Initial Service Plan is attached on Exhibit B

Owners request that the PID be authorized to engage in any activity permitted under the Act, subject to annual approval by the Advisory Board and the Council.

15. Administration Administration of the PID will be by the Management Company and the City through the City Manager or the City Manager's designee as follows:

- (a) City through the City Manager or the City Manager's designee
  - i. exercising the powers granted by the Act;
  - ii. levying and collection of special assessments to pay for the annual costs of operating the PID, debt service, and preparing and sending out statements for such special assessments on an annual basis;
  - iii. holding public meetings in accordance with Section 372.009 of the Act on the advisability of proposed improvements and services;
  - iv. establishing by ordinance, if the Council deems it necessary, reasonable classifications and formulas for the apportionment of costs between various classes of improvements and services;
  - v. holding public hearings on proposed assessments and passing on objections to such assessments;
  - vi. adopting ordinances levying special assessments, specifying the method and time for payment of assessments, determining the rate of interest on unpaid assessments, and fixing liens against property for unpaid assessments;
  - vii. holding public hearings on supplemental assessments to correct omissions or mistakes in original assessments;
  - viii. making a reassessment or new assessment if an assessment is (i) set aside by a court of competent jurisdiction, (ii) found excessive by the Council, or (iii) determined to be invalid by the Council on the written advice of legal counsel;
  - ix. creating a separate PID fund within the City treasury to be used solely for the depositing of PID assessments and paying of PID costs;
  - x. establishing the necessary administrative changes to the PID fund to cover all necessary administrative changes to not impact taxpayers in other areas of City;
  - xi. reviewing bids for construction, awarding contracts in excess of \$50,000
  - xii. issuing debt on a per phase basis for the development and providing for repayment
  - xiii. approving the Service Plan for a period not less than five years

- xiv. requiring reports from the Management Company concerning the operation of the PID
- xv. review PID expenditures and process payments
- xvi. review preliminary cost estimates for proposed improvements and services.

(b) Management Company

- i. Maintaining PID improvements and services;
- ii. requiring preliminary cost estimates for proposed improvements and services;
- iii. making findings as to the advisability of improvements, the estimated costs, the method of assessment, and the apportionment of costs between the PID and the City as a whole;
- iv. acquisition of existing improvements or construction of new improvements which do not exceed \$50,000, and implementation of special supplemental services;
- v. preparing and recommending to the Advisory Board the Service Plan for a period of not less than five years;
- vi. reviewing and updating the Service Plan with City staff annually to determine the annual costs of operation of the PID and to determine the amount of the annual assessment for each property owner;
- vii. provide required reports concerning the operation of the PID;
- viii. making recommendations to the Advisory Board to recommend ordinances levying special assessments, specifying the method and time for payment of assessments, determining the rate of interest on unpaid assessments, and fixing liens against property for unpaid assessments;
- ix. making recommendations to the Advisory Board to hold public meetings on supplemental assessments to correct omissions or mistakes in original assessments;
- x. making recommendations to the Advisory Board to make a reassessment or new assessment if an assessment is (i) set aside by a court of competent jurisdiction, (ii) found excessive by the Council, or (iii) determined to be invalid by the Council on the written advice of legal counsel;
- xi. approving contracts for services provided to the PID; and
- xii. reviewing bids for construction and awarding of contracts in amounts less than \$50,000;

16. Common Areas Deed When Developer prepares each Plat, the Plat will show that portion of the property which will be in the "Common Areas". As soon as reasonably possible after the City accepts each phase of Capital Improvements on Common Areas, the Common Areas will be deeded to the City, but the deed will contain a provision that if the PID is ever terminated the Common Areas will revert to the Association.

17. Establishment Owners request and concur with establishment of the PID.

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

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

Owners and Developer are all the record owners of the real property liable for assessment under this Petition. The addresses of Owners and Developer, the descriptions of the real property liable for assessment under this Petition, the tax account numbers, and the taxable appraised value of such property are shown on Exhibit "C".

19. Request Owners request that the Council do the following:

- (a) determine that this Petition meets the requirements of the Act;
- (b) cause this Petition to be filed with the City Secretary
- (c) make findings by resolution as to the advisability of the nature of the proposed improvements, the estimated cost, the boundaries of the PID, the method of assessment, and the apportionment of costs between the proposed PID and the City as a whole;
- (d) Give proper notice and hold a public hearing on the advisability of establishing the PID and providing for the proposed Assessment Method;
- (e) At anytime within six months after final adjournment of the hearing, adopt a resolution authorizing establishment of the PID according to the findings;
- (f) Cause the resolution authorizing the PID to be duly published;
- (g) Prepare an assessment roll stating the assessment against each parcel of land within the PID – as determined by the Assessment method – and cause such assessment roll to be filed with the City Secretary;
- (h) Give proper notice and hold a public hearing to consider the proposed assessments;
- (i) Levy by ordinance the assessments as special assessments on the Assessed Tracts and specify the method of collection of payment;
- (j) Take all other steps necessary to establish the PID and impose the special assessments on the Assessed Tracts within the PID; and,
- (k) Take such other action as required by the Act.

20. Dissolution A public hearing may be called and held in the same manner as a hearing under Section 372.009 of the Act for the purpose of dissolving the PID if a petition requesting dissolution is filed and the petition contains the signatures of at least enough property owners in the PID to make a petition sufficient under Section 372.005(b) of the Act, or by such other dissolution process as the legislature may authorize. If the PID is dissolved, the PID nonetheless shall remain in effect solely for the purpose of meeting obligations of indebtedness for Hard Costs, Soft Costs, and accrued interest. At a future date, the City may consider to incorporate the linear parks within the PID into a city wide linear park system. If the PID is terminated or dissolved, the Association or

City will have the authority and duty to continue the services of the PID, as appropriate, or (i) remove or repair, at its expense, any Capital Improvements that are in disrepair and which create a hazard to the public safety as determined by the City and (ii) reimburse Developer for all unreimbursed Hard Costs, Soft Costs, and accrued interest.

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

<u>Exhibit</u>	<u>Title</u>
A	Legal Description
B	Property Owner List
C	Service Plan

Dated the \_\_\_ day of June 2016.

OWNERS:

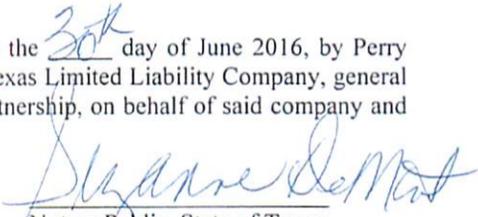
P Dub Land Holdings, Ltd., a Texas limited partnership

By: P Dub Land Management, LLC, a Texas limited liability company, general partner

By:   
Perry Williams, Manager

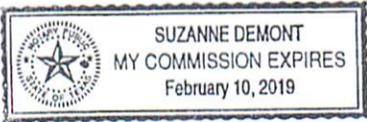
STATE OF TEXAS           §  
  §  
  §  
COUNTY OF POTTER       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of June 2016, by Perry Williams, Manager of P Dub Land Management, LLC, a Texas Limited Liability Company, general partner of P Dub Land Holdings, Ltd., a Texas limited partnership, on behalf of said company and said limited partnership.

  
Notary Public, State of Texas

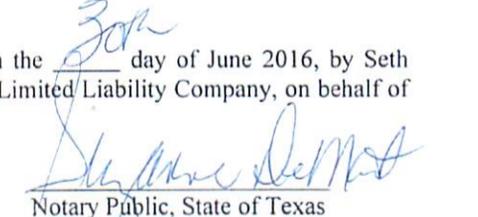
PEGA Development LLC, a Texas limited partnership

By:   
Seth Williams, Manager



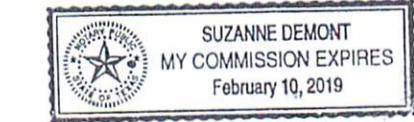
STATE OF TEXAS           §  
  §  
  §  
COUNTY OF POTTER       §

This instrument was acknowledged before me on the 30<sup>th</sup> day of June 2016, by Seth Williams, Manager of PEGA Development, LLC, a Texas Limited Liability Company, on behalf of said company.

  
Notary Public, State of Texas

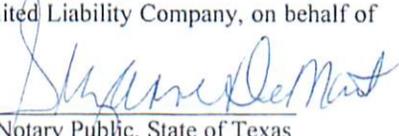
Ridgewood Apartments LLC, a Texas limited partnership

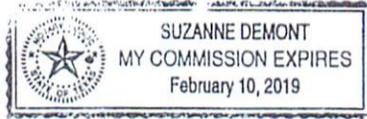
By:   
Noah Williams, Manager



STATE OF TEXAS           §  
  §  
COUNTY OF POTTER       §

This instrument was acknowledged before me on the 30th day of June 2016, by Noah Williams, Manager of Ridgewood Apartments, LLC, Texas Limited Liability Company, on behalf of said company.

  
\_\_\_\_\_  
Notary Public, State of Texas



# Amarillo City Council Agenda Transmittal Memo



A

<b>Meeting Date</b>	July 5, 2016	<b>Council Priority</b>	Infrastructure Initiative
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<b>Department</b>	Capital Projects & Development Engineering
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## Agenda Caption

Approval of Release of Covenant and Water Rights in the amount of \$506,250 to the E. Naslund Family Trust.

## Agenda Item Summary

Approval of Release of Covenant and Water Rights – E. Naslund Family Trust will release, effective upon the execution of this release, subject to approval by the Council, all their rights, title, and interest in and to any reclaimed water, effluent water, discharge water, and/or water of any kind from the Hollywood Treatment Plant (hereinafter “reclaimed water”) owned by City of Amarillo. The release shall include, but not be limited to, all covenants and agreements within the Release of Covenant and Water Rights. E. Naslund Family Trust will sell, transfer, and convey back all such rights to water to City of Amarillo.

## Requested Action

Consider and approval of Release of Covenant and Water Rights

## Funding Summary

If approved, funding for is available in Project Number 521266

## Community Engagement Summary

N/A

## Staff Recommendation

City Staff is recommending approval of this Release of Covenant and Water Right to meet the terms and conditions set out in the July 20<sup>th</sup> 2004 agreement between Southwestern Public Service Company d/b/a Xcel Energy and the City of Amarillo and based on an offer from the water rights owner made in 2007.

**RELEASE OF COVENANT AND WATER RIGHTS**

WHEREAS, by Contract dated January 19, 1962 and recorded in Volume 292, Page 653 of the Deed Records of Randall County, Texas, Donald and Ada Ladehoff, husband and wife, agreed to sell to the City of Amarillo (hereinafter "CITY") 250 acres more or less out of Sections 113 and 116, Block 2, AB&M Survey, Randall County, Texas, as more particularly described therein for a cash payment and the following additional consideration:

- a. The right to take 175/572 of 25% of the daily flow of reclaimed water from CITY's Hollywood Road Waste Water Treatment Plant (hereinafter "Treatment Plant") into the playa lakebed on CITY property. The Contract specifically provided that this grant of water rights had the force and effect of a covenant running to and with the Northeast 112.67 acres in Section 116 and the Northwest 62.8 acres in Section 113, Block 2, AB&M Survey, Randall County, Texas and that the covenant would be transferable with and run with said land.
- b. An easement across CITY's property for the construction and maintenance of a pipeline or ditch to take the water and for an electrical or gas transmission line to serve the pump used to take water from the lakebed; and

WHEREAS, in compliance with the terms of the above-described Contract, the Ladehoffs, by Warranty Deed dated March 22, 1962, deeded to CITY 250 acres more or less out of Sections 113 and 116, Block 2, AB&M Survey, Randall County, Texas, said Deed being filed for record at Volume 292, Page 681 of the Deed Records of Randall County, Texas; and

WHEREAS, in 1995, CITY ceased discharging effluent into the playa lakebed as the result of state and federal environmental laws, and reformed its obligation under the Contract by erecting a pipeline and meter to pump effluent directly to Section 113 and 116 described above from the Treatment Plant; and

WHEREAS, Donald and Ada Ladehoff sold and conveyed to Edward G. and Thelma Naslund, husband and wife the interest to Sections 113 and 116 described above: and

WHEREAS, by Water Settlement Agreement dated September 18, 2000 by and between Orville Ladehoff, Steve Naslund and the City of Amarillo, Texas the parties agreed to the use and quantity of reclaimed water from the Treatment Plant that each party would be entitled to;

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING, CITY AND E. NASLUND FAMILY TRUST HEREBY AGREE AS FOLLOWS:

That Stephen M. Naslund and Thelma T. Naslund, trustees, in consideration of CITY's payment to the trustees a total of Five Hundred Six Thousand Two Hundred Fifty and 00/100 Dollars (\$506,250.00) and the CITY's agreement to pay in four equal amounts to the trustees. The first payment in the amount of \$126,562.50 is due and payable upon execution of this document by the CITY and

subsequent equal payments are due on or before the 15th day of January for the years 2017, 2018, and 2019. E. Naslund Family Trust do hereby release, effective upon the execution of this document, all their right, title, and interest in and to any reclaimed water, effluent water, discharge water, and/or water of any kind from the Treatment Plant (hereinafter "reclaimed water") owned by CITY, said release to include, but not be limited to, all covenants and agreements included in the above referenced Contract, Deed and Agreements and the undersigned do hereby sell, transfer, and convey back all such rights to water to CITY.

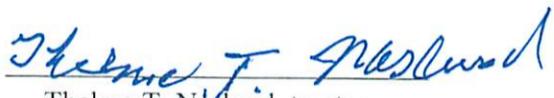
By execution hereof, the undersigned understand, represent, and warrant that any land owned or leased by the undersigned will henceforth have no right or covenant to use or receive any of the reclaimed water produced at CITY's Treatment Plant or from any of CITY's pipelines which provide water to the above described property.

The undersigned further agree that this Release completely releases any and all of their rights to obtain, use, or sell reclaimed water from CITY's Treatment Plant, whether obtained under the above-described Contract, Deed, and Agreement or under any other instrument or right.

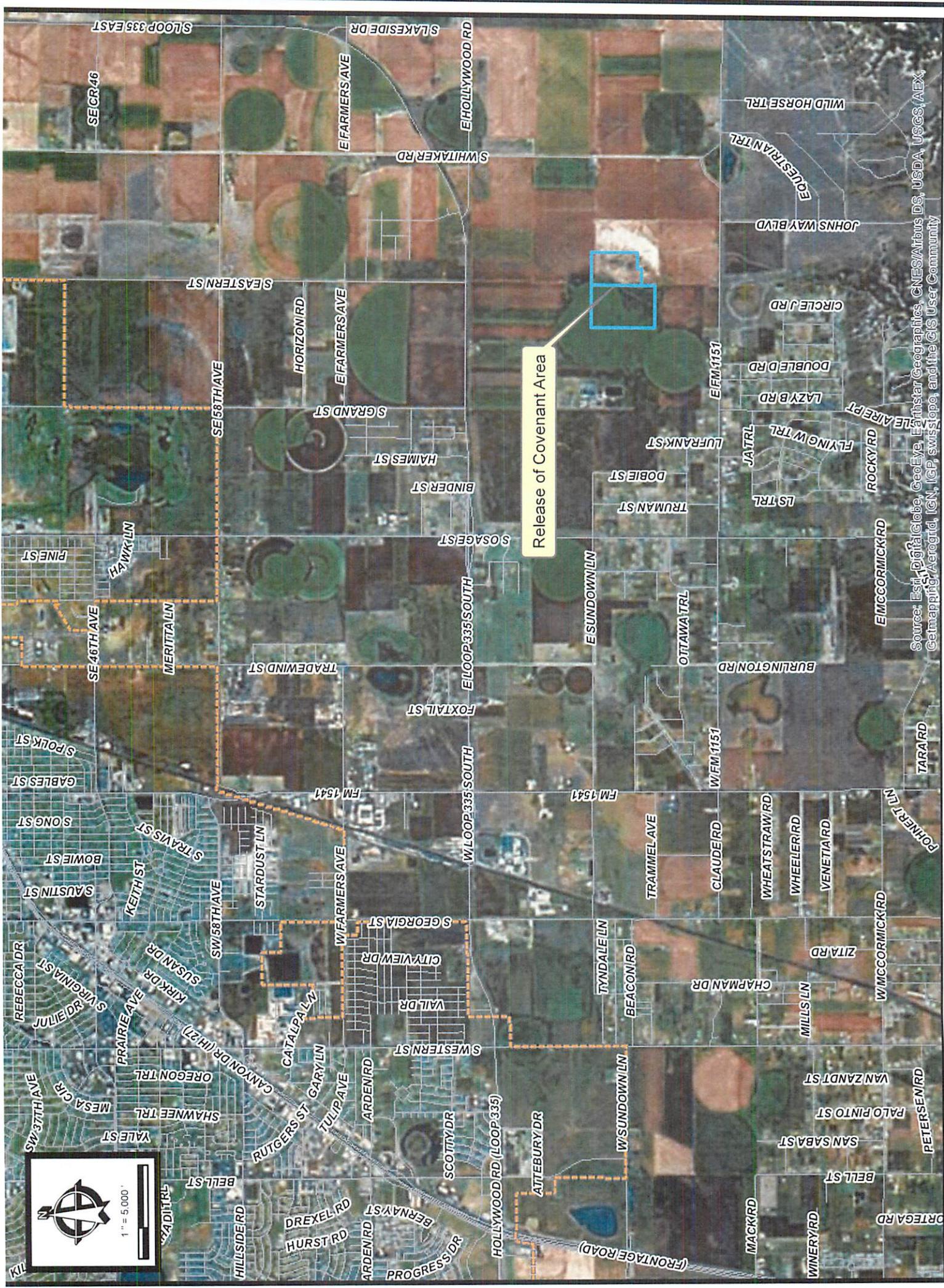
The undersigned acknowledge that this Release shall be effective immediately upon execution hereof, notwithstanding the fact that payment of the consideration is to be paid as provided above.

EXECUTED this 21 day of June, 2016.

By:   
Stephen M. Naslund, trustee

By:   
Thelma T. Naslund, trustee





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



S. 112  
BL 2  
AB&M

S. 113  
BL 2  
AB&M

S. 117  
BL 2  
AB&M

S. 116  
BL 2  
AB&M

1" = 800'

A north arrow pointing upwards and a scale bar below it, indicating a scale of 1 inch equals 800 feet.



STATE OF TEXAS §  
 COUNTIES OF POTTER §  
 AND RANDALL §  
 CITY OF AMARILLO §

On the 13<sup>th</sup> day of June 2016, the Amarillo Planning and Zoning Commission met in a work session in Room 206, second floor of City Hall, at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
David Craig, Chairman	Y	114	94
Dean Bedwell	Y	181	170
Mike Good, Vice-Chairman	Y	96	70
Rob Parker	Y	49	40
Jessie Phifer	N	19	10
Rick Thomason	Y	19	16
Bowden Jones	N	10	7

PLANNING DEPARTMENT STAFF:  
 Gary Holwick, Interim Planning Director  
 Jan Sanders, Recording Secretary

David Soto, Planner I

Chairman Craig opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. David Soto, read the staff reports and gave the recommendations for each item.

ITEM 1: Approval of the minutes of the May 23, 2016 meeting

A motion to approve the minutes of the May 23, 2016 meeting was made by Commissioner Bedwell, seconded by Commissioner Parker, and carried unanimously.

ITEM 2: Z-16-18 Rezoning of Lot 5, Block 1, Westway Addition Unit No. 4 and Lot 6, Block 1, Westway Addition Unit No. 5, all in Section 6, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 91A to Amended Planned Development, for additional storage and covered Recreational Vehicle parking. (Vicinity: SW 53rd Ave and Western St)  
 APPLICANT: Jonathan Martindale

Chairman Craig stated the zoning request has been withdrawn by the applicant.

ITEM 3: Z-16-21 Rezoning of Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home. (Vicinity: Colorado Ave & Buck St)  
 APPLICANT: Wanda Selby

Mr. Soto stated the applicant is requesting a zoning change in order to place a singlewide manufactured home on the site. The applicant has provided a market analysis indicating there will be no adverse impacts on the surrounding area if the zoning request is approved. If approved, and prior to a permit being issued, a pre-inspection review to determine overall livability of the home is necessary. Mr. Soto commented staff is in agreement with the market analysis and believes placement of a used Type A manufactured home will not have any detrimental impacts on the surrounding area.

A motion to approve Z-16-21 was made by Commissioner Thomason, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 4: P-16-38 Plemons Addition Unit No. 18, an addition to the City of Amarillo, being a replat of all of Lots 11, 12, 13, 14, and 15, Block 80, Plemons Addition, in Section 170, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: SE 7<sup>th</sup> Ave & Polk St)  
DEVELOPER(S): Sean Fuqua  
SURVEYOR: Daryl Furman

Chairman Craig stated that the plat was signed by the Deputy City Manager on June 13, 2016.

ITEM 5: P-16-39 Canode-Com Park Unit No. 49, an addition to the City of Amarillo, being a replat of a portion of Lot 5, Block 2, Canode-Com Park Unit No. 38, in Section 42, Block 9, BS&F Survey, Potter County, Texas. (Vicinity: IH 40 & Soncy Rd)  
DEVELOPER(S): Dipak Patel  
SURVEYOR: Ken McEntire

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 6: P-16-40 Chaparral Hills Unit No. 8, a suburban subdivision to the City of Amarillo, being a replat of the West 1/2 of Lot 15, Block 2, Chaparral Hills Unit No. 3, situated in Section 218, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Givens Ave & Arlie Rd)  
DEVELOPER(S): Daniel and Krista Furman  
SURVEYOR: Ken McEntire

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 7: P-16-41 Skyline Terrace Unit No. 12, an addition to the City of Amarillo, being a replat of a portion of Lot 1, Block 1, Skyline Terrace Unit No. 1, and all of Lot 1, Block 1, Skyline Terrace Unit No. 5, in Section 135, Block 2, AB&M Survey, Potter County, Texas.. (Vicinity: NE 24th Ave & Grand St)  
DEVELOPER(S): Scott Brown  
SURVEYOR: Daryl Furman

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 8: P-16-42 Holland Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 175, Block 2, AB&M Survey, Randall County, Texas. (Vicinity: S Washington St & Farmers Ave)  
DEVELOPER(S): Dustin and Jamie Holland  
SURVEYOR: J.D. Keller

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 9: P-16-43 Lonesome Dove Unit No. 7, a suburban subdivision to the City of Amarillo, being an unplatted tract of land situated in Section 111, Block 2, AB&M Survey, Randall County, Texas. (Vicinity: Eastern St & Joshua Deets Trl)  
DEVELOPER(S): Robert Wilkinson  
SURVEYOR: Daryl Furman

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 10: P-16-44 Rockwell Place Unit No. 18, a suburban subdivision to the City of Amarillo, being a replat of tract 5, Rockwell Place Unit No. 1, in Section 32, Block 1, TTRR Co. Survey, Randall County, Texas. (Vicinity: Robin Rd & Melissa Rd)  
DEVELOPER(S): Bob Stafford  
SURVEYOR: Daryl Furman

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 11: P-16-45 South Park Unit No. 46, an addition to the City of Amarillo, being a replat of a portion of Lot 6, Block 25, South Park Unit No. 23, out of Section 29, Block 9, BS&F Survey, Randall County, Texas.. (Vicinity Bell St & Hillside Rd)  
DEVELOPER(S): Greg Ogburn  
SURVEYOR: Richard Johnson

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 12: P-16-46 St. Clair Estates Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 14, Block 6, IGNRR Survey, Randall County, Texas. (Vicinity: S Georgia St & McAfee Rd)  
DEVELOPER(S): David St. Clair  
SURVEYOR: Kevin Brown

Mr. Soto stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 13: P-16-47 Glenwood Addition Unit No. 14, an addition to the City of Amarillo, being a replat of Lots 2 through 4, Glenwood Addition, in Section 154, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: SE 28th Ave & Osage St)  
DEVELOPER(S): Robin Cupell  
SURVEYOR: Daryl Furman

Chairman Craig stated that the plat was signed by the Deputy City Manager on June 13, 2016.

**CARRY OVERS:**

ITEM 14: P-16-34 Osborn Addition Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land out of Section 46, Block 9, BS&F Survey, Potter County, Texas. (Vicinity: Tascosa Rd & Soncy Rd)  
DEVELOPER(S): Bill Osborn  
SURVEYOR: J D Davis

Chairman Craig stated that the plat was signed by the Deputy City Manager on May 26, 2016.

ITEM 15: P-16-35 Canode-Com Park Unit No. 47.

No action was taken on this plat.

ITEM 16: P-16-36 E. H. Petty Subdivision Unit No. 3, an addition to the City of Amarillo, being a replat of a portion of Tract 4, and all of Tracts 5 & 6, E.H. Petty Subdivision, all in Section 164, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Dumas Dr & River Rd)  
DEVELOPER(S): Rosemarie & Tony Spohn  
SURVEYOR: Daryl Furman

Chairman Craig stated that the plat was signed by the Deputy City Manager on May 26, 2016.

ITEM 17: P-16-37 Maple Fields Unit No. 1.

No action was taken on this plat.

**PENDING ITEMS:**

ITEM 18: P-11-31 Sundown Acres Unit No. 6, a suburban subdivision to the City of Amarillo, being a portion of an unplatted tract of land in Section 2, Block 2, J.Pointevent Survey, Randall County, Texas. (3.00 acres)(Vicinity: Western St. & Sundown Ln.)  
DEVELOPER: Craig Keel  
SURVEYOR: Daryl Furman

Chairman Craig stated the item has been withdrawn by the applicant on May 18, 2016.

ITEM 19: P-12-45 Redstone Addition Unit No. 1.

No action was taken on this plat.

ITEM 20: P-12-52 Bownds Industrial Park Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land out of Section 181, Block 2, AB&M Survey, Randall County, Texas. (8.11 acres)(Vicinity: Georgia St. & Sundown Ln.)  
DEVELOPER: David Bownds  
SURVEYOR: Heather Lemons

Chairman Craig stated the item has been withdrawn by the applicant on May 18, 2016.

ITEMS 21-27: P-13-72 Park Hills Unit No. 2, P-14-25 Arrowhead Addition Unit No. 8, P-14-28 Silverpointe Addition Conceptual Development Plan, P-14-41 Skyline Terrace Unit No. 12, P-14-72 The Colonies Unit No. 59, P-14-75 Madden Addition Unit No. 6, P-14-91 Coulter Acres Unit No. 16.

No action was taken on these plats.

ITEM 28: P-14-96 Lonesome Dove Estates Unit No. 7, a suburban subdivision to the City of Amarillo being an unplatted tract of land in Section 111, Block 2, AB&M Survey, Randall County, Texas. (44.29 acres)(Vicinity: Joshua Deets Trl. & Cpt Woodrowcall Trl.)  
DEVELOPER(S): James Stansel  
SURVEYOR: Daryl Furman

Chairman Craig stated the item has been withdrawn by the applicant on June 10, 2016.

ITEMS 29-34: P-15-07 Canode-Com Park Unit No. 45, P-15-10 Reed's Unit No. 1, P-15-38 Tull Addition Unit No. 2, P-15-43 Highland Park Village Unit No. 3, P-15-49 City View Estates Unit No. 16, P-16-15 Mathes Acres Unit No. 3.

No action was taken on these plats.

ITEM 35: P-16-29 Ray-Mac Addition Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted Tract of land in Section 35, Block 9, BS&F Survey, Randall County, Texas. (Vicinity: Raymond Rd & McCormick Rd)  
DEVELOPER(S): Rod Bowers  
SURVEYOR: Kevin Brown

Chairman Craig stated that the plat was signed by the Deputy City Manager on June 2, 2016.

ITEM 36: P-16-32 Wilkinson Park Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 100, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Tipton St & Willow Crk )  
DEVELOPER(S): Alexis Nichols & Rusty Wilkinson  
SURVEYOR: J D Keller

Chairman Craig stated that the plat was signed by the Deputy City Manager on May 25, 2016.

ITEM 37: Public Forum: Time is reserved for any citizen to comment on City zoning or planning concerns; however, the Commission can take no action on any issue raised.

No comments were made.

ITEM 38: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 3:15 P.M.

  
\_\_\_\_\_  
Gary Holwick, Secretary  
Planning & Zoning Commission

**BOARDS AND COMMISSIONS – VACANCIES**



Board of Review-Landmarks & Historic District (3-year terms)

06/19/2001	Carson Burgess	05/21/2015
08/27/2008	Kim Crawford	05/21/2016
11/27/2012	L.V. Perkins	05/21/2015
11/27/2012	Tom Thatcher	05/21/2015
07/13/2004	Mason Rogers	05/21/2016 (resigned)
09/23/2008	Howard Smith	05/21/2016 (resigned)

Emergency Care Advisory Board (3-year terms)

10/01/2013	Stephen Neumann	04/21/2018 (resigned)
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Planning and Zoning Commission (3-year terms)

06/28/2011	David Craig	05/15/2016
05/14/2014	Dean Bedwell	05/15/2017 (resigned)

Traffic Advisory Board (3-year term)

04/27/2010	D.J. Stubben	05/07/2016
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