

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MARCH 15, 2016 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Discussion regarding Section 10-3-45, Code of Ordinances (Camping Ordinance), including recommendations of the Ad Hoc Subcommittee; 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) Discussion regarding the rights, duties and responsibilities of the City Manager, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.074;
 - (2) Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071:
 - (a) Consult with attorney and receive legal advice regarding the Camping Ordinance.
- C. Discussion regarding the rights, duties and responsibilities of the City Manager.

REGULAR MEETING ITEMS

INVOCATION: James A. Tudman, MCM, Wayland Baptist University

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on March 8, 2016.
2. **ORDINANCE NO. 7590:**
This is the first reading of an ordinance to consider all matters incident and related to the issuance and sale of "City of Amarillo Texas, Hotel Occupancy Tax Revenue Bonds, Taxable Series 2016."
3. **ORDINANCE NO. 7589:**
This is the second and final reading of an ordinance vacating an existing 80-foot by 160-foot segment of Southeast 8th Avenue right-of-way, save and except a 15-foot public utility easement and a 20-foot by 35-foot public access easement in Section 155, Block 378 and Block 397, AB&M Survey, Potter County, Texas.
4. **RESOLUTION – FY16 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION:**
Consider approval of a resolution authorizing the Assistant City Manager for Finance to apply for FY16 SHSP grant funds to implement projects entitled Amarillo Regional Bomb Squad Enhancements and Amarillo Regional Hazardous Materials Team Enhancements on behalf of the City.

5. **RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC NUISANCES AT THE LOCATION(S) STATED:**

This resolution sets the date and time for public hearings on April 5, 2016, at 5:00 p.m. to determine if the properties at 1113 Northeast 12th Avenue and 827 North Apache Street constitute public nuisances and thereby declared as dangerous structures. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

6. **PRESENTATION:**

This item is a presentation and discussion on the Amarillo Police Department 2015 Annual Report.

7. **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. **Award – Landscape Maintenance and Mowing Agreement for the Colonies Public Improvement District:**

Award to: Custom Gardens, LLC – base fee of \$103,616.04

Award – Management Agreement for the Colonies Public Improvement District Landscape Maintenance and Mowing Agreement:

Award to: FIMC Realty, Inc. – base fee of \$30,000.00

This item awards a 3-year Landscape and Mowing contract as well as a 3-year Management Agreement associated with landscape maintenance, mowing, edging and trimming for the Colonies Public Improvement District (PID). These contracts will be funded by the PID assessments and will not require any City funds. These contracts are recommended for approval by the Colonies Public Improvement Advisory Board.

B. **Approval – Engineering Services Agreement for the 2016 Groundwater Monitoring, Analysis and Report:**

HDR Engineering, Inc. – \$49,300.00

This Engineering Services Agreement provides for groundwater statistical analysis and reporting as required by the Texas Commission on Environmental Quality (TCEQ) under Landfill MSW Permit 73A involving 25 groundwater monitor wells. A "Groundwater Background Update Report" will also be prepared and filed with the TCEQ.

PUBLIC FORUM

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

Posted this 11th day of March 2016.

Amarillo City Council meetings stream live on Cable Channel 95 and are available online at:
www.amarillo.gov/granicus
Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 8th day of March 2016, the Amarillo City Council met at 3:00 p.m. for a work session, executive session, and the regular session held at 5:00 p.m. in the Council Conference Room and 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 J. 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
KELLEY SHAW
FRANCES HIBBS

INTERIM CITY MANAGER
CITY ATTORNEY
PLANNING DIRECTOR
CITY SECRETARY

The invocation was given by Pastor Ricky Pfeil, Kingdom Keys. 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 March 1, 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 an ordinance vacating an existing 80-foot by 160-foot segment of Southeast 8th Avenue right-of-way, save and except a 15-foot public utility easement and a 20-foot by 35-foot public access easement in Section 155, Block 378 and Block 397, AB&M Survey, Potter County, Texas. This vacation was reviewed and recommended for approval by a 5:0 vote of the Planning and Zoning Commission. Councilmember Nair inquired about the market value. Mr. Shaw stated the purpose of the vacation is to make additional parking spaces for a 25-residential unit. The average market value is \$.75 per square foot. Allen Finegold, 2601 North Grand Street, requested the Council look at vacating other streets throughout town. He suggested an area on Manhattan Street which lies between the railroad tracks and Southeast 3rd Avenue. Mr. Shaw stated they consider these vacations on the connectivity of service for public purposes. Notices are also sent to adjacent public owners. James Schneck, 6216 Gainsborough Street, inquired if this property was in front of The Lofts. Mr. Shaw stated the vacation would release the City's right-of-way easement except for a public easement for utilities. Motion was made by Councilmember Demerson, seconded by Councilmember Eades, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7589

AN ORDINANCE OF THE CITY OF AMARILLO DETERMINING LACK OF PUBLIC NECESSITY FOR PORTION OF A STREET IN THE VICINITY OF SOUTH GRANT STREET AND SOUTHEAST 8TH AVENUE, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED RIGHT-OF-WAY; PROVIDING AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE.

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

ITEM 3: Mayor Harpole announced a public hearing to gather input on the potential renewal of the Juvenile Curfew Ordinance, which will expire on March 20, 2016. Col Birkenfeld, Assistant Police Chief was in attendance for questions. There were no comments from the public. Mayor Harpole closed the public hearing.

ITEM 4: Mayor Harpole presented an ordinance amending Chapter 10-3, Miscellaneous Offenses of the Amarillo Municipal Code to re-adopt a nocturnal (midnight and after) juvenile curfew for persons under the age of seventeen years. The City Commission last adopted a juvenile curfew in March 2013. Per state law, a juvenile curfew must be reviewed and re-adopted every three years. The re-adoption of this curfew is recommended by the Amarillo Police Department. Motion was made by Councilmember Demerson, seconded by Councilmember Burkett, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7587

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO: RE-ADOPTING AND CONTINUING CHAPTER 10-3, ARTICLE VI, SECTIONS 10-3-71 THROUGH 10-3-75, INCLUSIVE OF THE AMARILLO MUNICIPAL CODE, WITHOUT CHANGE; PROVIDING FOR A NOCTURNAL CURFEW (STARTING AT MIDNIGHT) FOR PERSONS UNDER 17 YEARS OF AGE; DEFINING OFFENSES; PROVIDING DEFENSES; PROVIDING A CUMULATIVE REMEDY CLAUSE; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

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

ITEM 5: Mayor Harpole presented an ordinance amending Ordinance No. 7559 to correct a clerical error relating to the legal description of the drainage easement that was vacated and abandoned. Motion was made by Councilmember Burkett, seconded by Councilmember Nair, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7588

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AMENDING ORDINANCE NO. 7559 TO CORRECT A CLERICAL ERROR RELATING TO THE LEGAL DESCRIPTION OF THE DRAINAGE EASEMENT BEING VACATED AND ABANDONED; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 6: Mayor Harpole presented a resolution setting the date and time for a public hearing on March 29, 2016, at 5:00 p.m. to determine if the property at 1210 Northwest 12th Avenue constitutes a public nuisance and thereby declared as dangerous structure. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing. Motion was made by Councilmember Eades, seconded by Councilmember Demerson, that the following captioned resolution be passed:

RESOLUTION NO. 03-08-16-1

A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

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

ITEM 7: Floyd Hartman, Director of Capital Projects and Development Engineering, gave an update on the Canadian River Municipal Water Authority (CRMWA), the City's water supply and the City's drought contingency plan. He stated CRMWA's proposed replacement of pipe was 7,375 feet to be replaced in a parallel line and replacement

pipe of 4,075 feet. He further stated crews were working while they are surveying the pipe. Mr. Hartman stated the Drought Contingency Plan was required by TCEQ. The plan is updated every five years and is specific to trigger points on the water supply, demand measures, qualities, goals and emergency response. The safe maximum amount of water produced is 121 million gallons per day. Mr. Hartman further stated the costs would be about \$3 million for Amarillo and Lubbock and the survey will cost approximately \$2 million.

Randy Schuster, Interim Building Official presented a flow chart on the procedures on public nuisances and dangerous structures. He further stated before these changes were implemented the process would take years. There are over 200 structures identified as hazardous.

ITEM 8: Mayor Harpole advised that an appointment is needed for a certain board. Motion was made by Councilmember Demerson, seconded by Councilmember Eades and unanimously carried to appoint Joel Favela to replace Gary Ward on the construction Advisory and Appeals Board, such terms to expire December 31, 2018.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Eades and Nair; voting NO was Councilmember Burkett; the motion carried by a 4:1 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 Nair to approve the consent agenda, seconded by Councilmember Burkett.

A. Purchase – Fertilizer:

Award to low responsive bidders as follows:

Pro Chem Sales	\$56,292.90
Lines 1,2,8,12	
Harrells LLC	\$6,000.00
Line 3	
Spra-Green	\$681.60
Line 4	
BWI Dallas/Fort Worth	\$77,497.20
Lines 5,6,7,9,10,11	
Total Award	\$140,471.70

This item approves the annual purchase of various fertilizers. These items are used throughout the year at the Ross Rogers and Comanche Trail Golf Complexes. The total bid price reflects a decrease of 2.2% from last year's contract. Funding is available in the approved FY 2015-2016 operating budgets for the Ross Rogers and Comanche Trail Golf Departments.

B. Purchase – Ammunition:

Police Department	\$95,774.88
Airport Police Department	\$ 2,770.11
Fire Marshall	\$ 1,091.29
Award to low bidder:	\$99,636.28

This item is the purchase of ammunition for use by the Amarillo Police Department and the Amarillo Shooting Complex (\$95,774.88), Airport Police Department and Fire Marshall. The purchase includes duty and training ammunition for the Amarillo Police Department and ammunition for sale at the Complex. Funding for this purchase is available in the approved 2015-2016 Police Department operating budget.

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

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.

Cindy Sprawl, 17710 FM 2575, stated that the elected officials needed to be more united and the bickering needed to be set aside. She further stated the City is paying outside consultants and taking away duties from City employees. The focus has been on the downtown development and the City has lost quality staff due to the turmoil. Allen Finegold, 2601 North Grand Street, stated the east side of town has no conformity. He also stated problems with the scrap yards and the former Southwest Stress Concrete facility. Alan Abraham, 7205 Southwest 35th Avenue, stated he appreciated the open forum and believed the Council has been functioning fairly and competently. Jeff Poindexter, 422 East Bonita, stated he believed everything was going fine. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	March 15, 2016	Council Priority	Continue Downtown Redevelopment
Department	Finance		

Agenda Caption

This is the first reading of the ordinance considering all matters incident and related to the issuance and sale of "City of Amarillo Texas, Hotel Occupancy Tax Revenue Bonds, Taxable Series 2016".

Agenda Item Summary

Considering all matters incident and related to the issuance and sale of "City of Amarillo Texas, Hotel Occupancy Tax Revenue Bonds, Taxable Series 2016", including the adoption of an ordinance authorizing the issuance of such bonds. Bond proceeds are necessary to fund the construction of the downtown parking garage facility.

Requested Action

Council consideration and approval of the ordinance authorizing the issuance of the bonds.

Funding Summary

The hotel occupancy tax is the pledge for the revenue bonds.

Community Engagement Summary

Numerous community meetings, specifically July 1, 2015 joint meeting with the Amarillo City Council and the Amarillo Local Government Corporation, to discuss the downtown redevelopment efforts, January 14, 2016 Center City Tax Increment Reinvestment Zone #1 meeting, January 26, 2016 Amarillo City Council meeting, February 3, 2016 and February 17, 2016 Amarillo Local Government Corporation meetings.

Staff Recommendation

Staff recommendation is to approve the ordinance authorizing the issuance of such bonds.

ORDINANCE NO. 7590

AN ORDINANCE authorizing the issuance of "CITY OF AMARILLO, TEXAS, HOTEL OCCUPANCY TAX REVENUE BONDS, TAXABLE SERIES 2016"; prescribing the forms, terms, and provisions of said bonds; pledging hotel occupancy tax revenues to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, under the provisions of Chapter 351, Texas Tax Code, as amended and Chapters 1371 and 1504, Texas Government Code, as amended, the City Council of the City of Amarillo, Texas (the "City"), is authorized to issue hotel occupancy tax revenue bonds for the construction, improvements, enlarging, equipping, repairing, operation and maintenance of convention center facilities;

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

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

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

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Hotel occupancy tax revenue bonds of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$13,900,000 to be designated and bear the title "City of Amarillo, Texas, Hotel Occupancy Tax Revenue Bonds, Taxable Series 2016" (hereinafter referred to as the "Bonds"), for the construction, improvement, enlarging, equipping, repairing, operation and maintenance of convention center facilities; including parking areas or facilities that are for parking or storage of conveyances and that are located at or in the vicinity of other convention center facilities, funding a reserve fund and to pay costs of issuance, in conformity with the Constitution and laws of the State of Texas, including particularly Chapters 1371 and 1504, Texas Government Code, as amended and Chapter 351, Texas Tax Code, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Bonds are issuable in fully registered form only; shall be dated March 1, 2016 (the "Bond Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Bonds shall become due and payable

on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at per annum rates in accordance with the following schedule:

Year of Stated Maturity	Principal Amount	Interest Rate
2019	\$ _____	____%
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		

The Bonds shall bear interest on the unpaid principal amounts from the date of initial delivery of the Bonds at the rate(s) per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on August 15 and February 15 in each year, commencing August 15, 2016.

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

The selection by City staff of Amegy Bank, a division of ZB, National Association, Dallas, Texas, to serve as the Paying Agent/Registrar for the Bonds is hereby confirmed and any prior action taken by the Assistant City Manager or other City staff in connection with such selection is hereby ratified. The City agrees and covenants to cause to be kept and maintained at the principal office of the Paying Agent/Registrar, and at a location within the State of Texas, books and records for the registration, payment and transfer of the Bonds (the "Security Register"), all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar

Agreement" substantially in the form of attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe; and the Assistant City Manager or other authorized representative of the City is authorized to execute and deliver such Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

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

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

SECTION 4: Redemption.

(a) Optional Redemption. The Bonds having Stated Maturities on and after August 15, 20__, shall be subject to redemption prior to maturity, at the option of the City, on August 15, 20__ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

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

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

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

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

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

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

written instrument of transfer or request for exchange duly executed by the Bondholder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

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

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

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

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

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any Bond registered and delivered pursuant to Section 26 hereof in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

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

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

between the City and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement").

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

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

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

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

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

Bonds of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Bondholders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms

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

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

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

B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
HOTEL OCCUPANCY TAX REVENUE BOND
TAXABLE SERIES 2016

Bond Date: Interest Rate: Stated Maturity: CUSIP NO:
March 1, 2016 _____ _____ _____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Amarillo, Texas (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Potter and Randall, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter defined, on the Stated Maturity date specified above, the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount thereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of initial delivery of the Bonds) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on August 15 and February 15 of each year commencing August 15, 2016. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, at the principal office in Salt Lake City, Utah of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and shall be made by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$13,900,000 (herein referred to as the "Bonds") for the construction, improvement, enlarging, equipping, repairing, operation and maintenance of convention center facilities; including parking areas or facilities that are for parking or storage of conveyances and that are located at or in the vicinity of other convention center facilities, funding a reserve fund and paying costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Chapters 1371 and 1504, Texas Government Code, as amended and Chapter 351, Texas Tax Code, as amended.

The Bonds maturing on and after August 15, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 20__ or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least thirty days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Security Register and

subject to the terms and provisions relating thereto contained in the Ordinance. If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount hereof redeemed.

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

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

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

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

Reference is hereby made to the Ordinance, a copy of which is on file in the principal office of the Paying Agent/Registrar, and to all of the provisions of which the Bondholder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Pledged Revenues pledged to the payment of the principal of and interest on the Bonds; the nature and extent and manner of enforcement of the lien and pledge securing the payment of the Bonds; the terms and conditions for the issuance of additional hotel occupancy tax revenue obligations; the terms and conditions relating to the

transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Bondholders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the same meanings assigned in the Ordinance.

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

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

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

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

CITY OF AMARILLO, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(City Seal)

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER)
)
)
OF PUBLIC ACCOUNTS)
)
THE STATE OF TEXAS)

REGISTER NO. _____

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

WITNESS my signature and seal of office this _____ .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

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

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

AMEGY BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION, Dallas, Texas, as
Paying Agent/Registrar

Registration date:

By _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

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

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

DATED:

Signature guaranteed:

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

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

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF AMARILLO, TEXAS
HOTEL OCCUPANCY TAX REVENUE BOND
TAXABLE SERIES 2016

Bond Date: March 1, 2016

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Amarillo (hereinafter referred to as the "City"), a body corporate and
municipal corporation in the Counties of Potter and Randall, State of Texas, for value received,

hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the 15th day of August in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
------------------------------------	-----------------------------	--------------------------

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

(or so much thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal amounts hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of the initial delivery of the Bonds) at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on August 15 and February 15 of each year, commencing August 15, 2016. Principal of this Bond shall be payable to the registered owner hereof, upon presentation and surrender, at the principal office of Amegy Bank, a division of ZB, National Association, Dallas, Texas (the "Paying Agent/Registrar") in Salt Lake City, Utah. Interest shall be payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register on the Record Date or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

(a) The term "Additional Bonds" shall mean the additional parity hotel occupancy tax revenue bonds which the City reserves the right to issue in the future, as provided in this Ordinance, as may be outstanding from time to time.

(b) The term "Bonds" shall mean the "City of Amarillo, Texas Hotel Occupancy Tax Revenue Bonds, Taxable Series 2016", authorized by this Ordinance, as may be outstanding from time to time.

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

(d) The term "Hotel Occupancy Tax" means the tax, levied by the City pursuant to the Tax Act, on the cost of occupancy of any sleeping room furnished by any hotel located within the corporate limits of the City, in which the cost of occupancy is \$2.00 or more each day, which tax is currently levied at a rate of 7% of the consideration paid by the occupant of the sleeping room to the hotel.

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

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

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

(3) those Bonds that have been mutilated, destroyed, lost or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 26 hereof; and

(4) those Bonds for which the payment of the principal of, premium, if any, and interest on which has been duly provided for by the City in accordance with law.

(f) The term "Pledged Revenues" shall mean (i) the Hotel Occupancy Tax, plus (ii) interest and other income realized from the investment of amounts on deposit in the funds and accounts to be maintained pursuant to this Ordinance to the extent such interest and other income are required to be transferred and credited to the Tax Fund.

(g) The term "Parity Bonds" means the Bonds and Additional Bonds secured by a lien on Pledged Revenues on a parity with the Bonds.

(h) The term "Reserve Fund" means the Fund referenced in Section 14 of this Ordinance to provide a reserve amount for the payment of any Parity Bonds.

(i) The term "Reserve Fund Requirement" means, to the extent applicable to a series of Parity Bonds, the total amount to be accumulated and maintained in the Reserve Fund pursuant to Section 14 hereof, which total shall equal the amount specified in the ordinance or pricing certificate related to that issue of Parity Bonds.

(j) The term "Reserve Fund Surety Bond" means any surety bond, insurance policy, letter of credit or other guaranty issued to the City for the benefit of the Holders of the Parity Bonds to satisfy any part of the Reserve Fund Requirement as provided in Section 14 of this Ordinance.

(k) The term "Tax Act" means Texas Tax Code, Chapter 351.

(l) The term "Tax Fund" means the fund so designated in Section 12 of this Ordinance.

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

SECTION 11: Pledge. That the City hereby covenants and agrees that, it shall continue to levy a Hotel Occupancy Tax at a rate of at least 7% of the consideration paid by the occupant of the sleeping room to the hotel, all as authorized by the Tax Act and that pertaining to their authorization, the Pledged Revenues, with the exception of those in excess of the amounts required for the payment and security of the Parity Bonds, are hereby irrevocably pledged to the payment and security of the Parity Bonds, and the Pledged Revenues are further pledged irrevocably to the establishment and maintenance of the Interest and Redemption Fund and the Reserve Fund as hereinafter provided. The City further covenants that it shall enforce the provisions of this Ordinance, or any other ordinance levying the Hotel Occupancy Tax, concerning the collection, remittance and payment of the Hotel Occupancy Tax. The Parity Bonds are and will be secured by and payable only from the Pledged Revenues, and are not secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties of the City.

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

SECTION 12: Tax Fund. There is hereby created and established and shall be maintained on the books of the City, and accounted for separate and apart from all other funds of the City, a special fund entitled the "City of Amarillo Hotel Occupancy Tax Revenue Bonds Revenue Fund" (hereinafter called the "Tax Fund"). All Hotel Occupancy Tax revenues received by the City shall be credited to the Tax Fund immediately upon receipt and revenues deposited to said Tax Fund shall be pledged and appropriated to the following uses and in the priority shown below:

First: To the payment, equally and ratably, of the amounts required to be deposited in the Interest and Redemption Fund created and established for the payment of principal of and interest on the Parity Bonds as the same becomes due and payable.

Second: To the payment of any other indebtedness payable from and secured, in whole or in part, by a lien on and claim against the Pledge Revenues.

Third: Any revenues remaining in the Tax Fund after satisfying the foregoing payments, or making adequate and sufficient provisions for the payment thereof, may be appropriated and used for any other purpose now Hotel Occupancy Tax or hereafter permitted by law for use of Pledge Revenues.

SECTION 13: Interest and Redemption Fund. That for the sole purpose of paying the principal of and interest on all Outstanding Parity Bonds, as the same come due, there is hereby created and established and shall be maintained at any official depository bank of the City a separate fund entitled the "City of Amarillo Hotel Occupancy Tax Revenue Bonds Interest and Redemption Fund" (hereinafter called the "Interest and Redemption Fund").

SECTION 14: Reserve Fund.

(a) The Reserve Fund is established for the benefit of the Parity Bonds. The City reserves the right, in connection with the issuance of a series of Parity Bonds, to establish within the Reserve Fund an account to provide additional security for holders of that series of Parity Bonds. If an account within the Reserve Fund is established for the benefit of Holders of a series of Parity Bonds, the Required Reserve Requirement for a series of Parity Bonds will be funded either with cash or with a Reserve Fund Surety Bond issued by an insurance company or other entity that is rated as of the date of acquisition of the Reserve Fund Surety Bond (either for the long term unsecured debt of the issuer of such Reserve Fund Surety Bond or for obligations insured, secured or guaranteed by such issuer) no lower than A- or its equivalent by at least one major municipal securities credit rating service (a "Surety Bond Provider"). In connection with a Reserve Fund Surety Bond, the City Manager or an assistant City Manager may approve the terms and form of the Reserve Fund Surety Bond and of a guaranty or other agreement pursuant to which the City is obligated to pay premiums, fees, and reimbursement obligations owing to the Surety Bond Provider (a "Guaranty Agreement")

(b) With respect to the Bonds, the City shall establish within the Reserve Fund a "Taxable Series 2016 Reserve Account" and maintain a balance in the Taxable Series 2016 Reserve Account equal to the Reserve Fund Requirement for the Bonds. A Reserve Fund Surety Bond in the amount of the Reserve Fund Requirement for the Bonds will be issued by the Surety Bond Provider and shall be deposited to the credit of the Taxable Series 2016 Reserve Account of the Reserve Fund to fully fund the Reserve Fund Requirement for the Bonds. The Reserve Fund Requirement for the Bonds is an amount equal to \$_____.

(c) Any draws on the Reserve Fund Surety Bond or other credit agreements funding the Reserve Fund Requirement for a series of Parity Bonds on which there is available coverage shall be made on a pro rata basis (calculated by reference to coverage then available under each applicable surety bond or credit agreement) after applying available cash and investments in the Reserve Fund.

(d) If the Reserve Fund contains less than the Reserve Fund Requirement, the City is obligated to repay or reimburse any issuer of a Reserve Fund Surety Bond (in the event a Reserve Fund Surety Bond is drawn upon), then after making all required transfers to the Interest and Redemption Fund, there shall be transferred into the Reserve Fund from the available Pledged Revenues on or before the first day of each month an amount necessary to reestablish the Reserve Fund Requirements within twelve (12) months and to satisfy any repayment obligations to the issuer of any Reserve Fund Surety Bond. After the Reserve Fund Requirement has been accumulated in the Reserve Fund and after satisfying any repayment obligation to any issuer of a Reserve Fund Surety Bond and so long thereafter as the applicable

account within the Reserve Fund contains such amount and all such repayment obligations have been satisfied, no further transfers shall be required to be made, and any excess amounts on deposit may be transferred to the Interest and Redemption Fund or used for any lawful purpose for which the Pledged Revenues may be used. But, if and whenever the balance in the Reserve Fund is reduced below the Reserve Fund Requirement, or any Reserve Fund Surety Bond repayment obligations arise, transfers to the Reserve Fund shall be resumed and continued in the manner stated above to restore the Reserve Fund Requirement and to pay any reimbursement obligations.

(e) The Reserve Fund shall be used to pay the principal of and interest on a series of Parity Bonds for which an account within the Reserve Fund is established at any time when there is not sufficient money available in the Interest and Redemption Fund for such purpose and to make any payments required to satisfy repayment obligations to issuers of Reserve Fund Surety Bonds, and may also be used to make the final payments for the retirement or defeasance on a series of Parity Bonds for which an account within the Reserve Fund is established.

(f) When and if a series of Additional Bonds is issued, the City Council shall determine whether a reserve account shall be created and a Reserve Fund Requirement maintained for the payment and security of the series of Additional Bonds then being issued. To the extent a reserve account is created for a series of Additional Bonds, the Reserve Fund Requirement may be funded wholly or partly in cash or by a Reserve Fund Surety Bond as provided in the ordinance authorizing the issuance of the Additional Bonds.

SECTION 15: Deposits of Pledged Revenues; Investments.

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

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

SECTION 16: Funds Secured. Money in all Funds mentioned in this Ordinance, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the City.

SECTION 17: Debt Service Requirements.

(a) Promptly after the delivery of the Bonds the City shall cause to be deposited to the credit of the Interest and Redemption Fund any accrued interest received from the sale and delivery of the Bonds, and any such deposit shall be used to pay part of the interest next coming due on the Bonds.

(b) The City shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Redemption Fund the amounts, at the times, as follows:

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

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

(c) After making the monthly payments described above, the City may use the Hotel Occupancy Tax revenues for any lawful purpose for which the Hotel Occupancy Tax revenues may be used.

SECTION 18: Deficiencies; Excess Pledged Revenues.

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

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

SECTION 19: Final Deposits, Governmental Obligations.

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

as a Parity Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefit of this Ordinance or a lien on and pledge of the Pledged Revenues, and shall be entitled to payment solely from such money or Government Obligations.

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

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

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

SECTION 20: Additional Bonds.

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

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

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

(d) That the principal of all Additional Bonds must be scheduled to be paid or mature on August 15 or February 15, or both, of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on August 15 and February 15.

SECTION 21: Further Requirements for Additional Bonds. Additional Bonds shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The Mayor and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition, or obligation in connection with Parity Bonds, and the ordinances authorizing same, and that the Interest and Redemption Fund and the Reserve Fund each contain the amount then required to be therein.

(b) An certified public accountant, or a firm of certified public accountants, signs a written certificate to the effect that, during either the next preceding **fiscal** year, or any twelve consecutive calendar month period ending not more than ninety days prior to the passage of the ordinance authorizing the issuance of the then proposed Additional Bonds, the Pledged Hotel Occupancy Tax Revenues were, in his or its opinion, at least equal to 1.40 times the maximum annual principal and interest requirements of all Parity Bonds to be Outstanding after the issuance of the then proposed Additional Bonds.

SECTION 22: General Covenants. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

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

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

(c) **Further Encumbrance.** While the Parity Bonds are Outstanding and unpaid, the City shall not additionally encumber the Pledged Revenues in any manner, except as permitted

in this Ordinance in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Ordinance; but the right of the City to issue bonds or other obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

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

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

SECTION 23: Amendment of Ordinance.

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

- (1) Make any change in the maturity of the Parity Bonds;
- (2) Reduce the rate of interest borne by any of the Parity Bonds;
- (3) Reduce the amount of the principal payable on the Parity Bonds;
- (4) Modify the terms of payment of principal of or interest on the Parity Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all of the Bonds Similarly Secured then Outstanding; or
- (6) Change the minimum percentage of the principal amount of Bonds Similarly Secured necessary for consent to such amendment;

without the consent of the owners of the Parity Bonds directly affected by such amendment.

(b) If at any time the City shall desire to amend the Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the

proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Parity Bonds. Such publication is not required, however, if notice in writing is given to each registered owner of Parity Bonds.

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

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

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

(f) For the purpose of this Section, the fact of the holding of Parity Bonds, which are not required to be in registered form, by any bondholder and the amount and numbers of such Parity Bonds and the date of their holding same, may be proved by the affidavit of the person claiming to be such holder, or by a certificate executed by any trust company, bank, banker, or any other depository wherever situated showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker, or other depository, the Parity Bonds described in such certificate. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

SECTION 24: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Redemption Fund as required by this Ordinance or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the registered owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Council and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative

of all other existing remedies and the specifications of such remedies shall not be deemed to be exclusive.

SECTION 25: Notices to Holders-Waiver. Wherever this Ordinance provides for notice to Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Bondholder as it appears in the Security Register.

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

SECTION 26: Damaged, Mutilated, Lost, Stolen, or Destroyed Bonds.

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

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

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

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

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

SECTION 27: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be disposed of as directed by the City.

SECTION 28: Sale of the Bonds - Official Statement Approval. The Bonds authorized by this Ordinance are hereby sold by the City to Stifel, Nicolaus & Company, Incorporated, Raymond James & Associates, Inc. and Hutchinson, Shockey, Erley & Co. (herein referred to as the "Purchasers") in accordance with the Purchase Agreement, dated March 15, 2016 (the "Purchase Agreement"), attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Agreement for and on behalf of the City and as the act and deed of this City Council, and in regard to the approval and execution of the Purchase Agreement, the City Council hereby finds, determines and declares that the terms of the sale are in the best interests of the City and the representations, warranties and agreements of the City contained in the Purchase Agreement are true and correct in all material respects and shall be honored and performed by the City.

Furthermore, the use of the Preliminary Official Statement, in connection with the public offering and sale of the Bonds is hereby ratified, confirmed and approved in all respects. The final Official Statement reflecting the terms of sale (together with changes approved by the Mayor, City Manager, any Assistant City Manager or the Director of Finance, any one or more of said officials), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute said final Official Statement dated March 15, 2016, in the reoffering, sale and delivery of the Bonds to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Purchasers, and such Official Statement in the final form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 29: Control and Custody of Bonds. The Mayor of the City is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

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

SECTION 30: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale of the Bonds shall be deposited for the payment of costs of issuance, to finance the permanent public improvements referenced in Section 1 hereof, fund the Reserve Fund and to fund interest due on the Bonds during the period of construction of the improvements referenced in Section 1 hereof and for a period of not greater than twelve (12) months after the completion of the improvements. Any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Redemption Fund. All surplus proceeds of sale of the Bonds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Redemption Fund or to another fund created for the payment of any Bond.

SECTION 31: Legal Opinion. The Purchasers' obligation to accept delivery of the Bonds herein authorized is subject to their being furnished a final legal opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payable for the Bonds.

SECTION 32: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 33: Continuing Disclosure Undertaking.

(a) Definitions.

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

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the City of the general type of information contained in Tables 1 through 5 in the Official Statement,

and (2) within twelve months after the end of each fiscal year ending in or after 2016, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in Appendix B to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

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

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

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

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

relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding Subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

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

(d) Filings with the MSRB.

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

(e) Limitations, Disclaimers, and Amendments.

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

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

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT

SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

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

SECTION 34: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Director of Finance and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, City Manager, any Assistant City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 35: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, Bond Counsel for the City and the Bondholders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, Bond Counsel for the City and the Bondholders.

SECTION 36: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 37: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 38: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 39: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 40: Effective Date. In accordance with the provisions of Section 1201.028, Texas Government Code, as amended, this Ordinance shall take effect and be in full force immediately from and after its date of adoption shown below.

[Remainder of page intentionally left blank]

FINALLY PASSED AND ADOPTED, this March 15, 2016.

CITY OF AMARILLO, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

APPROVED AS TO FORM:

William M. McKamie, City Attorney

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE AGREEMENT

Amarillo City Council Agenda Transmittal Memo



3

Meeting Date	March 8, 2016	Council Priority	Infrastructure
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Department	Planning
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Agenda Caption

ORDINANCE NO. _____:

This is the first reading of an ordinance vacating an existing 80 foot by 160 foot segment of S.E Eighth Avenue right-of-way, save and except a 15 foot public utility easement and a 20 foot by 35 foot public access easement in Section 155, Block 378 and Block 397, AB&M Survey, Potter County, Texas. This vacation was reviewed and recommended for approval by a 5:0 vote of the Planning and Zoning Commission.

Agenda Item Summary

This vacation request is being made by the developer of the Double R Lofts, a 25 unit residential redevelopment project located at 705 N. Grant Street, in order to create additional space for outdoor courtyards for adjacent residential units and additional guest parking. The right-of-way segment requested for vacation is a portion of S.E Eighth Ave. that dead-ends into the BNSF railroad property and does not provide connectivity to any other thoroughfare. Planning staff has received written confirmation from the adjacent property owner to the south stating there are no objections to the proposed vacation and release any claim to ownership of the area being vacated.

A public fire hydrant exists at the southwest corner of the street segment requested for vacation for which a 15 ft. public utility easement is being retained. Although the adjacent alley to the south of this street segment is not being used, a 20 ft. by 35 ft. public access easement is being retained in order to eliminate the creation of a dead-end alley.

Requested Action

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

Funding Summary

Chapter 272 of the Texas Local Government Code allows the conveyance of right-of-way for less than fair market value when conveyed to one or more abutting property owners. The area proposed for vacation is being requested to be conveyed for a di minimis amount.

Amarillo City Council

Agenda Transmittal Memo



Community Engagement Summary

Per City of Amarillo policy, the street segment proposed for vacation was posted with signage stating the street is being considered for permanent closure and provided the Planning Department's phone number for any comments. As of this date, the Planning Department has not received any comments.

The item was considered by the Planning and Zoning Commission in a public hearing on February 8th at which there were no public comments.

Staff Recommendation

Staff recommends the approval of this Ordinance.

3/1/16 CAM

ORDINANCE NO. 7589

AN ORDINANCE OF THE CITY OF AMARILLO DETERMINING LACK OF PUBLIC NECESSITY FOR PORTION OF A STREET IN THE VICINITY OF S. GRANT STREET AND S.E. EIGHTH AVENUE, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN-DESCRIBED RIGHT-OF-WAY; PROVIDING AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE.

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

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

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

SECTION 1: That the herein-described STREET segment be vacated and abandoned for public purposes:

V-16-01 Vacation of S.E. Eighth Avenue extending from the East right-of-way line of Grant Street Easterly for a distance of 160 feet; Section 155, Block 378 and Block 397, AB&M Survey, Potter County, Texas. (Vicinity: S. Grant Street & S.E. Eighth Avenue) and being further described below:

SAVE AND EXCEPT: A 15 foot public utility easement located within and immediately adjacent to the South right-of-way line of said S.E. Eighth Avenue segment being vacated by this instrument.

SAVE AND EXCEPT: A 700 square foot public access easement located at the southeast corner of the S.E. Eighth street segment being vacated, being 35 feet north and 20 feet east and more particularly described in Exhibit A.

SECTION 2: City Manager is authorized to execute an instrument of conveyance to abutting land owner(s) as allowed or required by law.

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

SECTION 4: 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.

SECTION 5: This Ordinance shall become and be effective on and after its adoption.

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

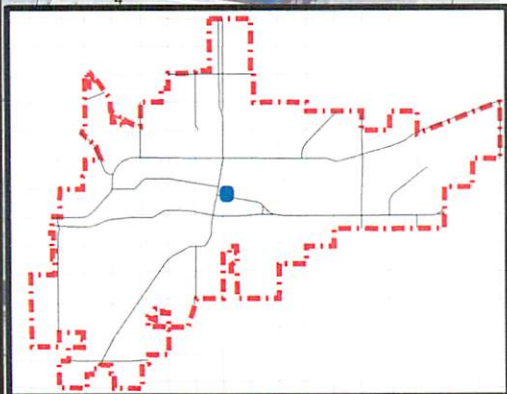
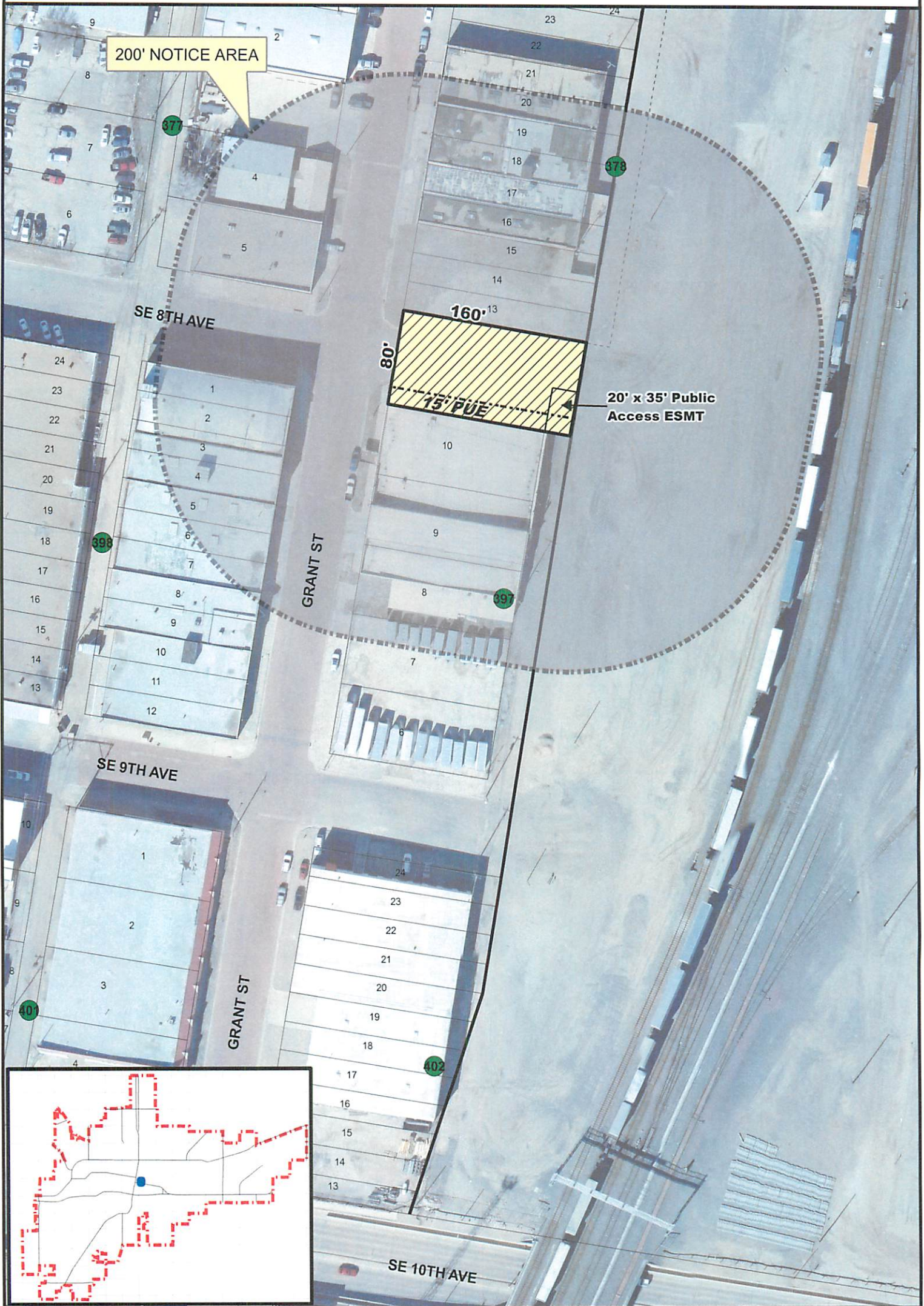
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of February 2016, by Paul Harpole, Mayor, of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

VACATION OF A PORTION OF SE 8TH AVE



CITY OF AMARILLO PLANNING DEPARTMENT

EXHIBIT "A"
Scale: 1" = 100'
Date: 2-4-16
Case No: V-16-01



V-16-01 Vacation of S.E. Eighth Avenue extending from the East right-of-way line of Grant Street Easterly for a distance of 160 feet; Retainment of 15' PUE; 20' x 35' Public Access Easement; Section 155, Block 378 and Block 397, AB&M Survey, Potter County, Texas.

Applicant: Darin Hudsun

Vicinity: S Grant Street & SE 8th Ave

AP: O-12

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 15, 2016	Council Priority	N/A
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Department	Emergency Management
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Agenda Caption

RESOLUTION – FY16 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT APPLICATION
Consider approval of a resolution authorizing the Assistant City Manager for Finance to apply for FY16 SHSP grant funds to implement projects entitled Amarillo Regional Bomb Squad Enhancements and Amarillo Regional Hazardous Materials Team Enhancements on behalf of the City.

Agenda Item Summary

The FY16 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Police Department and Amarillo Fire Department to respond to bomb threats, hazardous materials incidents, and active shooter incidents. Response personnel are requesting the following:

- Amarillo Regional Bomb Squad Enhancements: Project will fund the purchase of a hand-held hazardous materials detection monitor and camera unit for the Amarillo Police Department Bomb Squad.
- Amarillo Regional Hazardous Materials Team Enhancements: Project will fund the HazMatIQ First Responder Offensive Training Course for Amarillo Fire Department personnel and purchase atmospheric monitoring equipment to support response to hazardous materials incidents and personal protective equipment (helmets and vests) to support response to an active shooter incident.

Requested Action

Consider approval of a resolution authorizing the Assistant City Manager for Finance to apply for FY16 SHSP grant funds to implement projects entitled Amarillo Regional Bomb Squad Enhancements and Amarillo Regional Hazardous Materials Team Enhancements on behalf of the City.

Funding Summary

The FY16 SHSP grant application requests the following allocation of grant funding:

- Amarillo Regional Bomb Squad Enhancements: \$116,670.75
- Amarillo Regional Hazardous Materials Team Enhancements: \$104,522.25

Project proposals are submitted to the State of Texas Office of the Governor for consideration and approval pending allocation of Federal Homeland Security Grant Program funds.

Community Engagement Summary

The FY16 Homeland Security grant application represents a modest impact on the whole community. Community engagement through informing citizens of the project activities is important to maintain community support.

Staff Recommendation

It is recommended that City Council adopt the resolution authorizing the Assistant City Manager for Finance to apply for FY16 SHSP grant funds to implement projects entitled Amarillo Regional Bomb Squad Enhancements and Amarillo Regional Hazardous Materials Team Enhancements on behalf of the City.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS AUTHORIZING THE SUBMISSION OF AN FY16 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT DIVISION (HSGD) AND DESIGNATING THE ASSISTANT CITY MANAGER FOR FINANCE TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO CITY'S PARTICIPATION IN THE FY16 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the Office of the Governor's Homeland Security Grant Division (HSGD) currently serves as the State Administrative Agency for the State of Texas' State Homeland Security Program (SHSP) which provides grant funding that can be used to support programs and projects aimed at maintaining and/or enhancing the City's emergency preparedness and response capabilities; and

WHEREAS, the City Council finds it in the best interest of the citizens of the City of Amarillo to apply for grant funding to implement projects entitled Amarillo Regional Bomb Squad Enhancements and Amarillo Regional Hazardous Materials Team Enhancements which would be implemented under the FY16 SHSP; and

WHEREAS, the City intends to file this application under the HSGD's FY16 Request for Applications; State Homeland Security Program by the submission deadline; and

WHEREAS, the City has established its eligibility to apply for and receive funding through the FY16 SHSP grant program; and

WHEREAS, the City Council authorizes the Assistant City Manager for Finance to apply for, accept, reject, alter or terminate the application and/or subsequent SHSP grant on behalf of the City.

NOW THEREFORE, be it resolved by the City Council of the City of Amarillo, Texas.

1. That a FY16 SHSP grant application is hereby authorized to be filed on behalf of the City with the Governor's HSGD.
2. That the application be for funds to implement projects entitled Amarillo Regional Bomb Squad Enhancements and Amarillo Regional Hazardous Materials Team Enhancements.
3. That the City Council authorizes the Assistant City Manager for Finance to apply for, accept, reject alter or terminate the application and/or subsequent grant on behalf of the City.
4. That in the event of loss or misuse of SHSP funds, the City Council assures that those funds will be returned to the HSGD in full.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of March, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council

Agenda Transmittal Memo



5

Meeting Date	March 15, 2016	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption

This resolution sets the date to hold a public meeting to conduct a public hearing on and consider ordering the removal of substandard structures located at 113 NE 12th Avenue.

Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 113 NE 12th Avenue which consists of one main and two accessory structures constitutes a public nuisance and thereby declared as dangerous structures and order the removal of such.

Requested Action

Adopt the resolution to establish the date for a public hearing.

Funding Summary

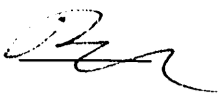
The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- A Building Safety Inspector identified the burned structure while canvassing the neighborhood in the normal course of duties. Posted the property as unsafe. Initiated the Dangerous Structure process.
- The Amarillo Police Department has been called out to this location 13 times since the date of the fire.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution setting the date for a public hearing.



RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

WHEREAS, the Building Official has determined that the conditions described below are unsafe and dangerous and must be abated by demolition and/or removal from the premises; and,

WHEREAS, the Building Official has given notice of the nuisance to the Interested Persons of each of the properties as required by the ordinances of the City; and,

WHEREAS, the Interested Persons whose name appear below in connection with the description of the various improvements and/or conditions have failed, neglected or refused to comply with such notice by the Building Official;

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

SECTION 1. This Council shall conduct a public hearing on the 5th day of April, 2016 at 5:00 o'clock p.m. in its Council Chambers in the Municipal Building in the City of Amarillo, Potter County, Texas, for the purpose of determining whether the conditions described below are a dangerous structure and/or a public nuisance, and the Interested Persons whose name appear below are hereby summoned to appear before this Council at such time and place and testify as to the issue to be decided.

Street Address, Legal Description, Interested Persons & Address and Nature of Nuisance

ADDRESS: 113 NE 12th Ave

LEGAL: Lot: 6; Block: 19, Amarillo Heights Addition to the City of Amarillo, Potter County, TX;

INTERESTED PERSONS: Harold W Fleming, 113 NE 12th Ave, Amarillo TX 79107-3771

NATURE OF NUISANCE: This property consists of a fire damaged single family residence and two detached accessory structures. All three structures are open and unsecured. There is an accumulation of discarded household items in the yard. Little effort has been made to abate these hazards. The structures are considered to be fire, health and life safety hazards and a nuisance to the neighborhood.

ADDRESS: 827 N Apache St

LEGAL: Lot: 24; Block: 28, Forest Hill Terrace Addition to the City of Amarillo, Potter County, TX;

INTERESTED PERSONS: Raymundo Martinez Suarez, 827 N Apache St, Amarillo TX 79107-7002

NATURE OF NUISANCE: This property consists of one fire damaged residential structure and two detached accessory buildings. All three structures are open and are dilapidated. Minimal effort has been made to remove or repair these structures. This property is located across the street from an elementary school and park. These structures are considered to be fire, health and safety hazards and a nuisance to the neighborhood.

SECTION 2. A copy of this resolution shall be mailed to the Interested Persons of the premises described below at least ten (10) days prior to the date herein set for the public hearing, and notice of said hearing shall be published one (1) time in a newspaper of general circulation in the City of Amarillo, Texas.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this ____ day of _____ 2016.

Paul Harpole, Mayor

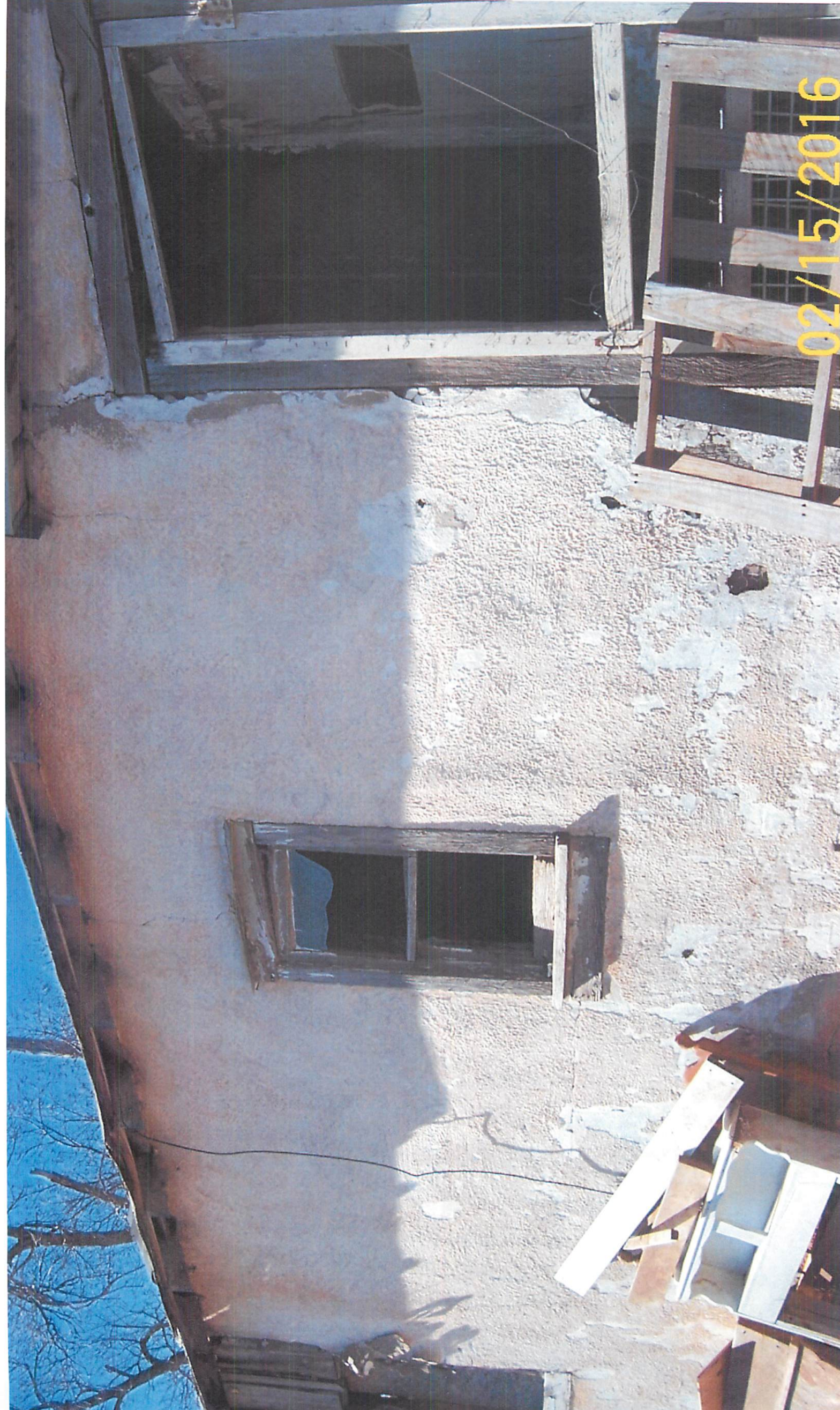
ATTEST:

Frances Hibbs, City Secretary

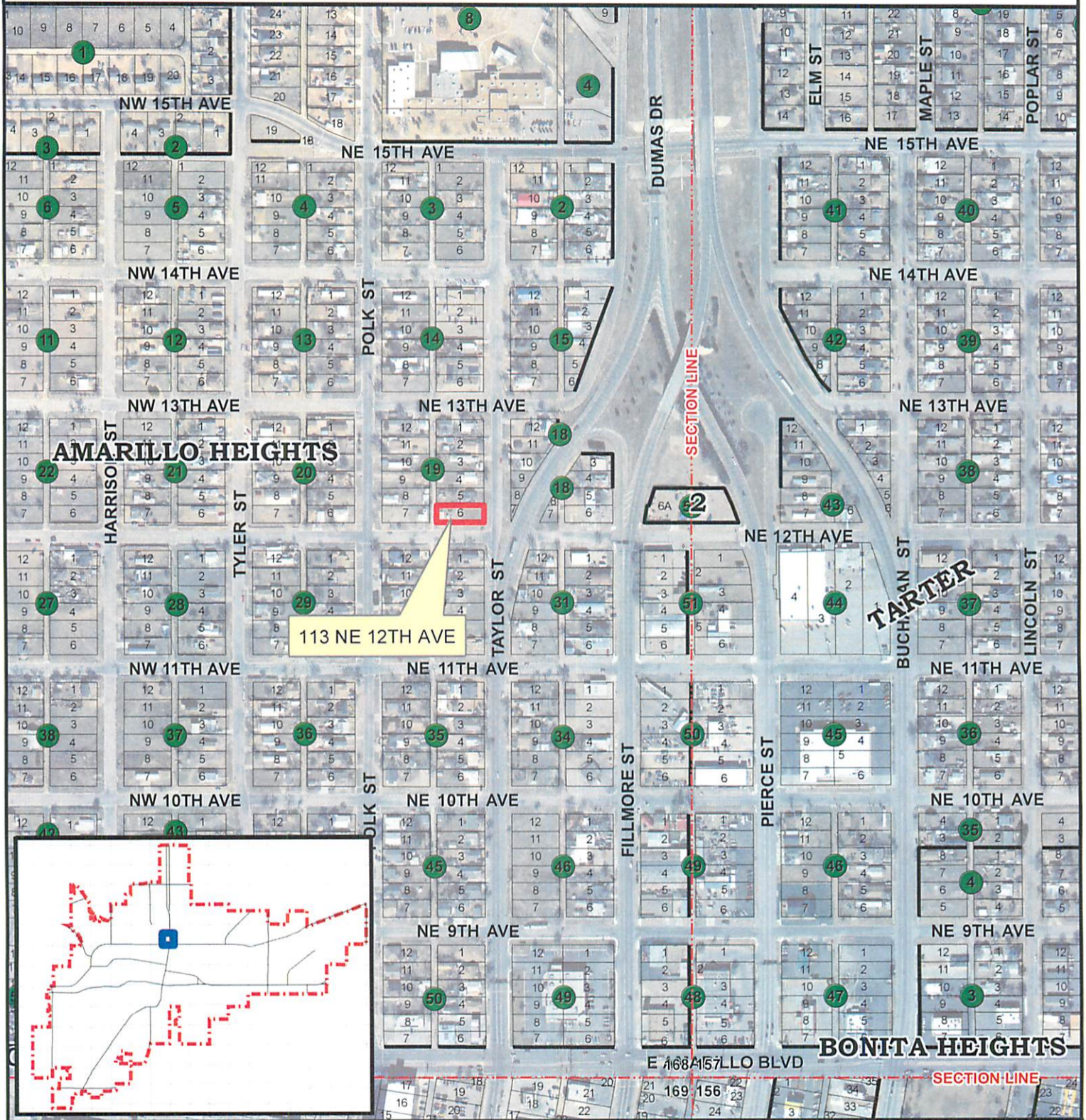


02/15/2016

02/15/2016



DANGEROUS STRUCTURE AT 113 NE 12TH AVE



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

113 NE 12th Ave - Lot 6, Block 19, Amarillo Heights Addition Unit No. 1, Section 168, Block 2, AB&M Survey, Potter County, Texas.

Parcel # 001-0700-0990

Scale: 1" = 400'
Date: 12-17-15
Vicinity: NE 12th Ave & N Taylor St



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 15, 2016	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption

This resolution sets the date to hold a public meeting to conduct a public hearing on and consider ordering the removal of substandard structures located at 827 N Apache Street.

Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 827 N Apache Street which consists of one main and two accessory structures constitutes a public nuisance and thereby declared as dangerous structures and order the removal of such.

Requested Action

Adopt the resolution to establish the date for a public hearing.

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- A Building Safety Inspector identified the burned structure while canvassing the neighborhood in the normal course of duties. Posted the property as unsafe. Initiated the Dangerous Structure process.
- The Amarillo Police Department has been called out to this location one time since the date of the fire.
- This property is located across the street from an elementary school and park.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution setting the date for a public hearing.

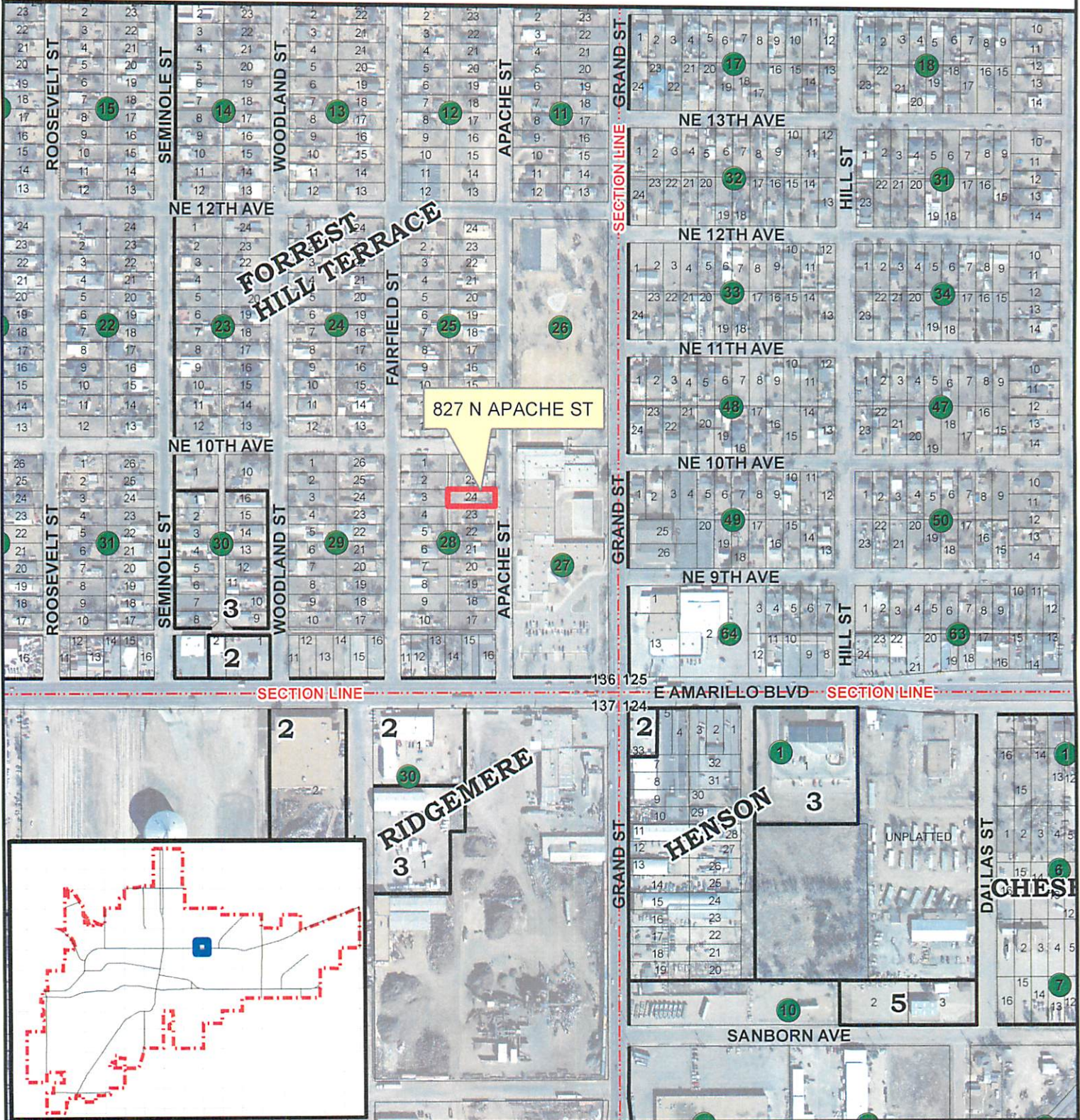


02 02 2016



02 02 2016

DANGEROUS STRUCTURE AT 827 N APACHE ST



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

Scale: 1" = 400'
Date: 2-8-16
Vicinity: NE 10th Ave & N Apache St



827 N Apache St - Lot 24, Block 28, Forest Hill Terrace
Addition Unit No. 1, Section 136, Block 2, AB&M
Survey, Potter County, Texas.

Parcel # 022-5800-5780

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 15, 2016	Council Priority	Community Appearance
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Department	Planning
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Agenda Caption

Award - Landscape Maintenance and Mowing Agreement for the Colonies Public Improvement District:
Award to: Custom Gardens, LLC - base fee of \$103,616.04

Award – Management Agreement for the Colonies Public Improvement District Landscape Maintenance and Mowing Agreement:
Award to: FIMC Realty, Inc.- base fee of \$30,000.00

This item awards a 3-year Landscape and Mowing contract as well as a 3 year Management Agreement associated with landscape maintenance, mowing, edging and trimming for the Colonies Public Improvement District (PID). These contracts will be funded by the PID assessments and will not require any City funds. These contracts are recommended for approval by the Colonies Public Improvement Advisory Board.

Agenda Item Summary

The purpose of the Landscape Maintenance and Mowing Agreement is for landscape maintenance, mowing, edging and trimming for the Colonies Public Improvement District common areas and associated improvements. The Management Agreement is for the purpose of allowing FIMC to manage and oversee the Mowing Agreement for the Colonies PID.

Requested Action

The Colonies PID Advisory Board met and reviewed the associated Landscape Maintenance and Mowing Agreement for the Colonies PID and recommends the City Council approve the item as submitted. Additionally, the agreements have been reviewed by Planning and Legal staff.

Funding Summary

All funds for the two contracts will be payable from the Colonies PID account and will not require any City funds.

Community Engagement Summary

The Colonies Homeowner’s Association met and recommend approval of Landscape Maintenance and Mowing Agreement and the Management Agreement on February 17, 2016. The contracts were recommended for approval by the Colonies Public Improvement Advisory Board at its public meeting of March 2, 2016.

Staff Recommendation

Staff recommends the approval of this Landscape Maintenance and Mowing Contract.

MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2016, by and among the City of Amarillo, a Texas municipal corporation (the “**CITY**”), the Colonies Master Association, Inc., a Texas nonprofit corporation (the “**HOA**”), and FIMC Realty, Inc., a Texas corporation (“**FIMC**”).

Recitals

WHEREAS, concurrently with the execution of this Agreement, the CITY and the HOA are entering into The Colonies Public Improvement District Landscape Maintenance & Mowing Agreement (the “**Maintenance Agreement**”) with Custom Gardens, LLC (the “**Contractor**”), wherein the CITY is engaging Contractor and Contractor is agreeing to perform certain services and work described in the Maintenance Agreement for all areas serviced by the Colonies Public Improvement District (the “**PID**”);

WHEREAS, a copy of the Maintenance Agreement is attached hereto as Exhibit “A”;

WHEREAS, in accordance with the terms and conditions set forth herein, the HOA desires to appoint FIMC and FIMC agrees to act as the HOA’s designated agent (1) under the Maintenance Agreement, and (2) to manage the maintenance and improvement of the areas serviced by the PID (the “**Colonies Area**”);

WHEREAS, the CITY approves of the HOA’s designation of FIMC as its agent and agrees to pay FIMC in accordance with the terms and conditions set forth herein;

WHEREAS, the Board of Directors of the HOA (the “**Board**”) has approved of this Agreement and the Maintenance Agreement, and the person signing this Agreement on behalf of the HOA has full power and authority to do so;

WHEREAS, the CITY has taken all necessary action to approve this Agreement and the Maintenance Agreement, and the person signing this Agreement on behalf of the CITY has full power and authority to do so; and

WHEREAS, FIMC has taken all necessary action to approve this Agreement and the Maintenance Agreement, and the person signing this Agreement on behalf of FIMC has full power and authority to do so.

Agreement

1. **Appointment as Agent.** The HOA appoints FIMC as its agent under the Maintenance Agreement to perform all duties and responsibilities of the HOA thereunder, subject to the direction and control of the Board, and FIMC accepts the appointment on the terms and conditions provided herein.

2. **Management of Common Areas.** The HOA appoints FIMC as its agent to manage any necessary maintenance and improvement of the Colonies Area that is outside the scope of the Maintenance Agreement, subject to the direction and control of the Board, and FIMC accepts the appointment on the terms and conditions provided herein.

3. **Term.** The term of this Agreement is three years beginning on _____, 2016, and continuing until _____, 2019, unless (1) the HOA elects, in its sole discretion, to terminate this Agreement early by providing at least 30 day's written notice to FIMC and the CITY, and in such event, FIMC shall be paid only for those monthly installments that are due on or before the date of termination, or (2) this Agreement is terminated early in accordance with another provision contained herein.

4. **FIMC's Duties.** FIMC shall perform all of the HOA's duties and responsibilities set forth in the Maintenance Agreement under the direction of the Board and in accordance with instructions issued by the Board from time to time. Additionally, FIMC, under the direction of the Board and in accordance with instructions issued by the Board from time to time, shall oversee and make arrangements for any necessary maintenance and improvement of the Colonies Area that is not already covered by the Maintenance Agreement. Specifically, FIMC's duties shall include, but not be limited to, the following:

- a. FIMC will receive all invoices for payment from Contractor for work it has completed;
- b. FIMC will determine whether Contractor has satisfactorily completed its work in accordance with the terms of the Maintenance Agreement;
- c. For work for which FIMC receives an invoice and determines the work has been satisfactorily completed by Contractor, FIMC will present the invoice to the CITY within 15 days of FIMC's receipt of said invoice;
- d. FIMC will attend all regularly scheduled meetings of the Colonies Public Improvement District Advisory Board, the annual meeting of the members of the HOA, the annual meeting of the Board, and any specially called meeting of the Board for which any matter involving the PID, maintenance of the Colonies Area, and/or the Maintenance Agreement is an item on the agenda;
- e. FIMC will receive and respond to all comments, questions and complaints from owners of property within the PID regarding the PID's common areas, and will advise the Board of any complaints that may need to be addressed; and

- f. At the direction of the Board, FIMC will (1) obtain from a contractor or contractors quotes and a proposed contract (to which the CITY and the proposed contractor will be the parties) for the performance by the contractor of maintenance and/or improvements that the Board determines should be performed within the area serviced by the PID and which falls outside the scope of the work to be performed by Contractor under the Maintenance Agreement, and (2) after a proposed contract with a contractor is approved by the Board, present the contract to the CITY for approval in accordance with Paragraph 6 below.

5. **Payment.** In consideration of the services to be performed by FIMC under this Agreement, the CITY shall pay FIMC \$30,000.00/year out of the PID budget. The CITY shall make the payments in twelve (12) equal monthly installments of \$2,500.00 each no later than the 5th of each day of the month. The CITY shall be solely responsible for paying FIMC, and the HOA shall have no liability to FIMC for payment for the services to be performed by FIMC under this Agreement.

6. **PID Budget and Additional Maintenance.** Any money within the PID Budget in excess of the amount to be paid to Contractor under the Maintenance Agreement and to FIMC under this Agreement shall be available for additional maintenance and improvements of the Colonies Area. If the Board determines that additional maintenance and/or improvements are needed, FIMC shall, in accordance with Paragraph 4.f. above, obtain and present to the CITY a contract for approval by the CITY. If the contract is approved by the CITY, the contractor shall present all invoices for payment to FIMC, and FIMC after determining that the work contracted for has been satisfactorily completed, shall present the invoice to the CITY for payment. The CITY shall be solely responsible for paying for any work completed under such a contract, and FIMC and the HOA shall have no responsibility for the payment of such work.

7. **Default.** The following events shall constitute a default by the CITY: (1) the failure of the CITY to pay FIMC an overdue payment within fifteen days after written notice to the CITY from FIMC and/or the HOA that the payment is overdue and unpaid; and (2) the failure of the CITY to perform or comply with any other provision of this Agreement if the failure continues for thirty days after written notice to the CITY from FIMC and/or the HOA.

The following events shall constitute a default by FIMC: (1) the failure of FIMC to present an invoice to the CITY, in accordance with Paragraph 4.c. of this Agreement and Article IV of the Maintenance Agreement, within ten days after written notice to FIMC from the CITY and/or the HOA that the invoice is overdue; and (2) the failure of FIMC to perform or comply with any other provision of this Agreement if the failure continues for thirty days after written notice to FIMC from the CITY and/or the HOA.

The following event shall constitute a default by the HOA: the failure of the HOA to perform or comply with any provision of this Agreement if the failure continues for thirty days after written notice to the HOA from the CITY and/or FIMC.

A party's remedies for a default by another party are to sue for specific performance, sue for damages, and/or to terminate this Agreement; provided that the HOA shall have no liability for any failure of the CITY to pay FIMC.

8. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be sent to all of the parties to this Agreement by personal delivery, delivery by reputable overnight courier, or by United States registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below. Notices personally delivered will be deemed given the day delivered. Notices given by overnight courier will be deemed given on the first business day following the mailing date. Notices mailed by registered or certified mail will be deemed given on the third business day following the mailing date. Notices of change of address shall be given by written notice in the manner described in this Section.

The City of Amarillo
Planning Director
City of Amarillo
509 E. 7th
Amarillo, Texas 79101

Colonies Master Association, Inc.
Attn: FIMC Commercial Realty, Inc.
1619 S Tyler Street
Amarillo, Texas 79102

With copy to: Burdett Morgan Williamson & Boykin, LLP
Attn: Todd W. Boykin
701 S. Taylor, Suite 440, LB 103
Amarillo, Texas 79101

FIMC Commercial Realty
1619 S Tyler Street
Amarillo, Texas 79102

9. **Texas Law to Apply.** This Agreement is to be construed under Texas law and all obligations of the parties created by this Agreement are performable in Randall County, Texas.

If legal action is necessary to enforce this Agreement, exclusive venue will lie in Randall County, Texas.

10. **Assignment.** This Agreement is not assignable by any of the parties hereto without the prior written consent of all parties.

11. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. **Obligations Contingent.** All obligations of the CITY and the HOA are expressly contingent on the appropriation of sufficient monies to fund this Agreement in the annual fiscal year budget of the PID as approved by Ordinance of the Amarillo City Council. In the event sufficient funds for the PID's fiscal year budget are not appropriated and approved, this Agreement will automatically terminate at the end of the last fiscal year for which sufficient funds were appropriated and approved.

13. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto and may not be amended or modified except in writing signed by all parties hereto.

14. **Severability.** If any one or more of the provisions in this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

15. **Attorney's Fees and Costs.** If, as a result of a breach of this Agreement by a party hereto, another party or parties employ an attorney to enforce its rights under this Agreement, the breaching or defaulting party will pay the other party or parties the reasonable attorney's fees and costs incurred to enforce this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF AMARILLO

By: _____
Bob Cowell, Deputy City Manager

COLONIES MASTER ASSOCIATION, INC.

By: _____
Wesley Lawhorn, President

FIMC REALTY, INC.

By: _____
William J. Chudej, President

**The Colonies Public Improvement District
Landscape Maintenance & Mowing Agreement**

This Agreement is made and entered into by and among the City of Amarillo, a Texas municipal corporation, ("CITY"); The Colonies Master Association, Inc., a Texas non-profit corporation, ("the HOA") and Custom Gardens, LLC ("CONTRACTOR").

**ARTICLE I
PURPOSE**

The CITY hereby agrees to engage CONTRACTOR to perform fountain maintenance, landscape maintenance and mowing services for all areas serviced by the Colonies Public Improvement District, as more particularly depicted in Exhibit "A" attached hereto and made a part hereof (the "Colonies Area"), for the purposes of appearance, safety and general upkeep. CONTRACTOR agrees to provide such services under the terms and conditions set forth in this Landscape Maintenance & Mowing Agreement ("this Agreement").

**ARTICLE II
DESCRIPTION OF SERVICES**

CONTRACTOR hereby covenants and agrees that CONTRACTOR shall perform all of the services and work as described on Exhibit "B" attached hereto and made a part hereof. CONTRACTOR will work closely with the HOA's designated agent and the CITY's designated agent of the Colonies Public Improvement District's Advisory Board ("PID") to insure that the work is performed in an acceptable manner and in accordance with the requirements of Exhibit "B". CONTRACTOR warrants that it is familiar with the areas serviced by the Colonies Public Improvement District covered by this Agreement. When necessary, CONTRACTOR, the HOA, and/or the PID may request a meeting to discuss the services and work scope of this Agreement.

**ARTICLE III
CONTRACTOR'S PERFORMANCE**

CONTRACTOR shall furnish all necessary labor, tools, appliances, equipment, fuel, materials, and fees of any governmental bodies having authority, permits, licenses and applicable taxes necessary for the performance of the work described in this Agreement.

CONTRACTOR will take adequate precautions to insure safety to the public including, but not limited to, preventing objects from being chipped by mowers, trimmers or edgers onto surrounding parking lots, sidewalks, fences, vehicles and homes.

CONTRACTOR shall immediately repair, at its expense, any water irrigation heads damaged as a result of CONTRACTOR'S activities on the premises.

CONTRACTOR or CONTRACTOR'S employees shall perform in a professional and workmanlike manner all the work called for in this Agreement. All CONTRACTOR'S employees who work on this project shall be fully qualified and trained to undertake same and competent to do the work described in this Agreement.

CONTRACTOR shall provide adequate supervision to assure competent performance of the work and CONTRACTOR or its authorized agent will make sufficient on-the-job inspections to insure that all work is performed in accordance with this Agreement. CONTRACTOR agrees that all of CONTRACTOR'S employees or agents will be dressed in a clean and neat manner.

**ARTICLE IV
PAYMENT**

CONTRACTOR shall be paid monthly in accordance with the fee schedule set out in Exhibit "B". CONTRACTOR shall present to the HOA a monthly invoice for all work performed in the previous month. Such invoice shall be of sufficient detail as to apprise the HOA of all work performed in the previous month. Within fifteen days of the HOA's receipt from CONTRACTOR of an invoice for work the HOA determines to be satisfactorily completed, the HOA shall submit the invoice to the CITY for payment in accordance with the approved PID budget. The CITY shall make payment to the CONTRACTOR no later than thirty days after its receipt of an invoice from the HOA. The CITY shall be solely responsible for paying the CONTRACTOR, and the HOA shall have no liability to the CONTRACTOR for payment.

If this Agreement is terminated prior to expiration, final payment will be made to CONTRACTOR only for those monthly installments associated with actual work satisfactorily completed prior to termination.

**ARTICLE V
TERM OF THE AGREEMENT**

The initial term of this Agreement is three (3) years beginning _____, 2016 and ending _____, 2019, unless terminated sooner as provided in this Agreement. The CITY and the HOA shall have the option to renew this Agreement for two (2) additional terms of one (1) year each upon the same terms and conditions herein. The CITY and the HOA shall exercise each option for renewal by providing written notice of renewal to CONTRACTOR ninety (90) days prior to the end of the then current term of this Agreement, and CONTRACTOR shall have thirty (30) days to accept in writing such option to renew.

**ARTICLE VI
NONDISCRIMINATION**

As a condition of this Agreement, CONTRACTOR covenants and agrees that CONTRACTOR shall take all necessary actions to insure, in connection with any work under this Agreement, that CONTRACTOR, or CONTRACTOR'S associates, sub-contractors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, CONTRACTOR shall keep, retain and safeguard all records relating to this Agreement for work performed hereunder for a minimum period of three (3) years from the completion of this Agreement, with full access allowed to authorized representatives of the HOA or the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Agreement.

**ARTICLE VII
INDEPENDENT CONTRACTOR**

By the execution of the Agreement, the parties do not change the independent contractor status of CONTRACTOR. No term or provision of the Agreement or any act of CONTRACTOR in the performance of this Agreement may be construed as making CONTRACTOR the employee, agent or representative of the CITY or the HOA.

**ARTICLE VIII
HOLD HARMLESS**

CONTRACTOR shall defend, indemnify, and hold the CITY, the HOA, and the HOA's designated agent, whole and harmless from and against any and all claims for damages or injuries of whatever nature or kind, including to persons or property, and including, but not limited to, fines, penalties, court costs, attorneys' fees, interest, and all other expenses, that may directly or indirectly arise out of, or be occasioned by: (1) the

execution or performance of this Agreement by CONTRACTOR or any of its representatives, agents, employees, or subcontractors; (2) any acts or omissions related to this Agreement by CONTRACTOR or any of its representatives, agents, customers, employees, subcontractors, or invitees; and (3) a violation by CONTRACTOR or any of its representatives, agents, employees, or subcontractors of any law, ordinance, or regulation affecting or applying to CONTRACTOR'S work under this Agreement.

ARTICLE IX INSURANCE

Prior to the commencement of work under this Agreement, CONTRACTOR shall obtain and shall continue to maintain in full force and effect during the term of this Agreement insurance with a company authorized to do business in the state of Texas and rated B+ or better in the current Best's Key Rating Guide, in an amount of not less than five hundred thousand dollars per occurrence for liability and for property damage, which shall include bodily injury, death, automobile liability and property damage coverage, with the CITY and the HOA listed as additional insureds as to general liability.

CONTRACTOR shall also obtain and continue to maintain in full force and effect during the term of this Agreement statutory workers comp and employers' liability insurance. The requisite workers comp shall include a waiver of subrogation in favor of the CITY and the HOA.

A certificate of insurance will be placed on file with the City of Amarillo Purchasing Department prior to the execution of this Agreement. If, during the term of this Agreement or any extension thereof, the described insurance is terminated, altered or changed, this Agreement may be immediately terminated by the CITY by providing written notice of termination to the CONTRACTOR.

ARTICLE X VENUE

The parties to this Agreement agree and covenant that this Agreement will be performed in Amarillo, Texas, and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Randall County, Texas.

ARTICLE XI NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be sent to all of the parties to this Agreement by personal delivery, delivery by reputable overnight courier, or by United States registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below. Notices personally delivered will be deemed given the day delivered. Notices given by overnight courier will be deemed given on the first business day following the mailing date. Notices mailed by registered or certified mail will be deemed given on the third business day following the mailing date. Notices of change of address shall be given by written notice in the manner described in this Section.

CITY OF AMARILLO
Planning Director
City of Amarillo
509 E. 7th
Amarillo, Texas 79101

COLONIES MASTER ASSOCIATION, INC.
Colonies Master Association, Inc.
Attn: FIMC Commercial Realty, Inc.
1619 S Tyler Street
Amarillo, Texas 79102

CUSTOM GARDENS, LLC
Custom Gardens
925 E Loop 335
Amarillo, TX 79118

ARTICLE XII DEFAULT

The following events shall constitute a default by the CITY: (1) the failure of the CITY to pay CONTRACTOR an overdue payment within fifteen days after written notice to the CITY from CONTRACTOR and/or the HOA that the payment is overdue and unpaid; and (2) the failure of the CITY to perform or comply with any other provision of this Agreement if the failure continues for thirty days after written notice to the CITY from CONTRACTOR and/or the HOA.

The following events shall constitute a default by CONTRACTOR: (1) the failure of CONTRACTOR to satisfactorily perform work called for in this Agreement if the failure continues for fifteen days after written notice to CONTRACTOR from the CITY and/or HOA of the work to be performed; and (2) the failure of CONTRACTOR to perform or comply with any other provision of this Agreement if the failure continues for thirty days after written notice to CONTRACTOR from the CITY and/or the HOA.

The following events shall constitute a default by the HOA: (1) the failure of the HOA to present an invoice to the CITY in accordance with Article IV of this Agreement within fifteen days after written notice to the HOA from the CITY and/or CONTRACTOR that the invoice is overdue; and (2) the failure of the HOA to perform or comply with any other provision of this Agreement if the failure continues for thirty days after written notice to the HOA from CONTRACTOR and/or the CITY.

A party's remedies for a default by another party are to sue for specific performance, sue for damages, and/or to terminate this Agreement; provided that the HOA shall have no liability for any failure of the CITY to pay CONTRACTOR.

ARTICLE XIII COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state and local laws, rules and regulations applicable to the services to be provided under this Agreement, including but not limited to those pertaining to landscape irrigation systems and licensed irrigators.

ARTICLE XIV SEVERABILITY

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

ARTICLE XV ASSIGNMENT

This Agreement may not be assigned by CONTRACTOR without the prior written consent of the CITY and the HOA. The HOA may assign its duties and obligations under this Agreement to a designated agent of the HOA.

**ARTICLE XVI
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, and, except as otherwise provided, their assigns.

**ARTICLE XVII
OBLIGATIONS CONTINGENT**

All obligations of the CITY and the HOA under this Agreement are expressly contingent on the appropriation of sufficient monies to fund this Agreement in the annual fiscal year budget of the PID as approved by Ordinance of the Amarillo City Council. In the event sufficient funds for the PID's fiscal year budget are not appropriated and approved, this Agreement will automatically terminate at the end of the last fiscal year for which sufficient funds were appropriated and approved.

**ARTICLE XVIII
ENTIRE AGREEMENT**

The Agreement contains all of the agreements of the parties with respect to the services to be provided by CONTRACTOR to the CITY and the HOA and may not be amended or modified except in writing.

**ARTICLE XIX
ATTORNEY'S FEES AND COSTS**

If, as a result of a breach of this Agreement by a party hereto, another party or parties employ an attorney to enforce its rights under this Agreement, the breaching or defaulting party will pay the other party or parties the reasonable attorney's fees and costs incurred to enforce this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the dates stated below.

CUSTOM GARDENS, LLC

By: _____
Brooke Furrh,
Member and Authorized Representative

Date: _____

ATTEST:

CITY OF AMARILLO

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Date: _____

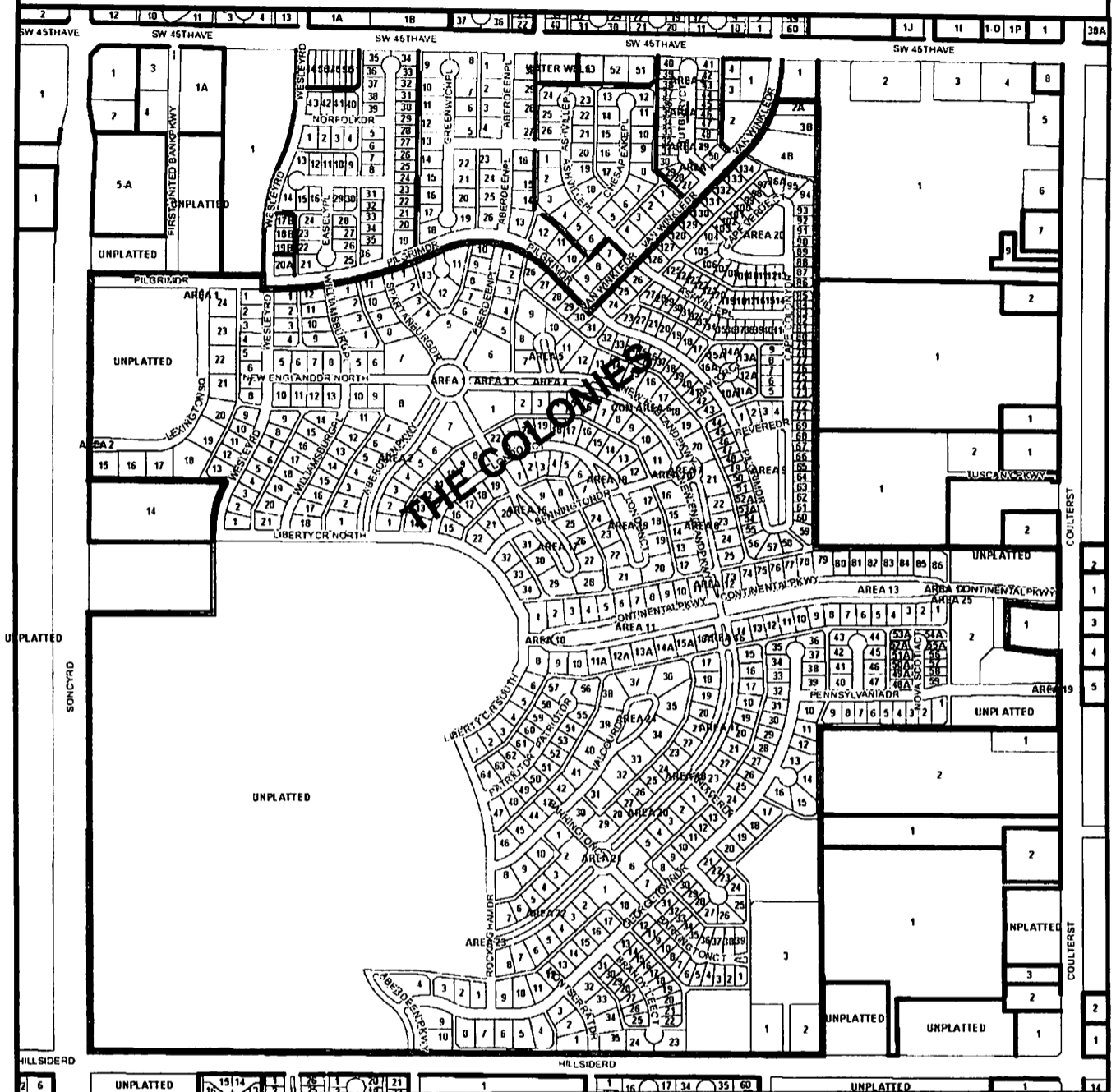
COLONIES MASTER ASSOCIATION, INC.

By: _____
Wesley Lawhorn, President

Date: _____

Exhibit "A"

The Colonies Public Improvement District



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 800'
Date: 7-2-13



AP#: I-15

Exhibit "B"

Landscape Maintenance Specifications & Costs

A. Mowing, Edging & Trimming

1. Spring clean up shall begin the first week in March and includes: Removal of leaves, debris and cleaning out flower beds; shrubs pruned as needed. For the first year this Agreement is in place, spring clean up shall start on the beginning date of the term of this Agreement if the term begins later than March 1.

2. Mowing shall be done once a week from March 1 through November 30. For the first year this Agreement is in place, mowing shall begin during the first week following the beginning date of the term of this Agreement if the term begins later than March 1. The remainder of the year mowing will be done as necessary, or at the HOA's request, to keep the lawn in the appropriate condition. Mowing shall be done using a professional grass catching mower. Contractor will clean all litter and debris from the lawn areas at the time of mowing.

3. Blades on mowers will be sharp at all times to provide a highly quality cut and minimize disease.

4. Mowing height will be in accordance to grass type and variety and agreed upon with the HOA.

5. All sidewalks, fences, driveways, parking lots, other surfaced areas bordered by grass, buildings adjacent to turf, as well as plant tree rings and beds will be edged every other week from March 1 through November 30, and as needed, or at the HOA's request, during the remainder of the year. For the first year this Agreement is in place, edging shall begin during the first week following the beginning date of the term of this Agreement if the term begins later than March 1. Contractor will clean all clippings from sidewalks, curbs, and roadways immediately after mowing and/or edging.

6. All mowing, edging and maintenance will be scheduled during Monday - Friday unless CONTRACTOR makes other arrangements with the HOA to reschedule due to weather or other causes.

7. CONTRACTOR will take reasonable precautions to prevent bringing fungicide in on equipment from other locations to the Colonies Area.

B. Fertilization

1. CONTRACTOR will be responsible for all turf fertilization. CONTRACTOR shall furnish and apply commercial lawn fertilizers at the rates recommended by label, always follow label, and use product consistent with label instructions.

2. All turf areas shall be fertilized with application of 16-4-8 fertilizer.

3. All complete fertilizers shall be granular in composition.

4. All turf areas will be fertilized three (3) times per year. Applications shall be made during the months of February, May and September.

5. No fertilizer will be left on the concrete sidewalks or on any turf in bulk before, during or after application to cause the grass to burn or cause coloring on any concrete area.

6. Fertilizer shall be properly watered after the application so as to prevent burning of the grass.

C. Aeration, Grub & Weed Control

1. Lawns will be aerated in March and September.

2. CONTRACTOR will be responsible for all turf Insect Control. CONTRACTOR shall furnish and apply an application in July for Grub control.

3. CONTRACTOR will be responsible for all turf weed control and exercise extreme caution when using chemicals for control. CONTRACTOR shall furnish and apply commercial lawn herbicides at the rates recommended by the label. 2-4D application will be applied in April and September for weed control.

D. Bedding

1. Flower Bed maintenance will be done weekly including cleaning litter and debris, weed removal and chemical application as needed, fertilization three (3) times a year, and winter pruning of all rose bushes and ornamental grasses.

2. Plant warranty: CONTRACTOR will supply trees and plants for replacement if such trees or plants were purchased from nurseries that guaranteed such trees or plants for a minimum of one year, if within such warranty period.

E. Irrigation System

1. CONTRACTOR will inspect and test all components and zones in the irrigations system on a quarterly basis for maximum efficiency and coverage, beginning in February of each year, with the exception that for the first year this Agreement is in place, the initial inspection and testing shall occur within one week of the beginning of the term of this Agreement if the term begins later than February. Operation times will be adjusted as needed at those times. CONTRACTOR shall recommend and perform, as necessary, seasonal adjustments that need to be made in irrigation zones for run times according to seasonal changes.

2. CONTRACTOR shall report to the HOA any irrigation system symptoms of inadequate or excessive irrigation, drainage problems etc. CONTRACTOR will notify the HOA of all needs and repairs. Repairs will be charged at an hourly rate plus parts.

3. A licensed irrigator will supervise any irrigation technician and/or installer when connecting an irrigation system to a water supply or installing, maintaining, altering, repairing, or servicing an irrigation system.

F. Fountain Maintenance

1. Fountain will be cleaned and drained two (2) times per month and water kept at a functioning level during the warm weather months.

G. Other services available upon request:

1. Turf replacement
2. Tree mulching and pruning
3. Snow removal

H. Liabilities

1. CONTRACTOR is liable for:
 - a. Any damage due to operation of its equipment within the Colonies Area.
 - b. Complying with all laws pertaining to work performed in the Colonies Area.
 - c. Damage to plant material due to improper work practices.
 - d. Improper installation of irrigation system components.

2. CONTRACTOR is not liable for:
 - a. Death or decline of plants due to improper selection, placement or maintenance that occurred prior to the beginning date of the initial term of this Agreement.
 - b. Damage due to improper irrigation components that were installed before the beginning date of the initial term of this Agreement.
 - c. Exposed cables/wires or sprinkler components/lines normally found below the surface of the lawn that were in such condition prior to the beginning date of the initial term of this Agreement.
 - d. Flooding, storm, wind, or other damage by natural causes.
 - e. Disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to (1) inoperative irrigation components that CONTRACTOR previously reported to the HOA, or (2) irrigation restrictions imposed by water rationing by city authorities.
 - f. Damage caused by any item hidden in the landscape and not clearly guarded or marked.
 - g. Damage due to vandalism.

I. Fees for services to be provided regularly in accordance with this Agreement

1. Mowing is \$937.74 per mowing (39 times per year) (\$36,571.86 per year).
2. Fertilization is \$8,058.66 per application (3 times per year) (\$24,175.98 per year).
3. Aeration is \$1,210.00 per time (2 times per year) (\$2,420.00 per year).
4. Grub control is \$2,548.00 (\$2,548.00 per year).
5. Weed control is \$1,592.50 per application (2 times per year) (\$3,185.00 per year).
6. Flower bed maintenance is \$667.60 per time (52 times per year) (\$34,715.20 per year).
7. Fountain maintenance is \$425.00 per month fountain is operating.
8. CONTRACTOR will be paid in twelve (12) equal monthly installments of \$8,634.67 ($8,634.67 \times 12 = \$103,616.04$), plus an additional \$425.00 for each month the fountain is operating for a total payment of \$9,059.67 in the months the fountain is operating. If the term of this Agreement begins on a date other than the first day of a month or ends on a date other than the last day of a month, the payment for such partial months shall be prorated.

J. Additional fees for services to be provided at the direction of the HOA

1. Irrigation repair is \$40.00 per hour plus costs of parts.
2. Turf replacement is \$0.70 per square foot.
3. Low level tree mulching and pruning additional cost is \$30.00 per tree.
4. Additional park area added after the beginning of the term of this Agreement, for mowing, maintenance etc., will be billed at \$35.00 an hour.
5. Snow removal bid upon request.
6. Fungicide control as needed on a bid basis.

7. Tree trimming and mulching as needed on a bid basis.

B

Amarillo City Council Agenda Transmittal Memo



CITY MANAGER

Meeting Date	March 15, 2016	Council Priority	Infrastructure Planning – Landfill Mgmt.
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Department	Public Works - 1410
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Agenda Caption

Approval – Engineering Services Agreement for 2016 Groundwater Monitoring, Analysis and Reporting: HDR Engineering Inc. -- \$49,300.00

This Engineering Services Agreement provides for groundwater statistical analysis and reporting as required by the Texas Commission on Environmental Quality (TCEQ) under Landfill MSW Permit 73A involving 25 groundwater monitor wells. A "Groundwater Background Update Report" will also be prepared and filed with the TCEQ.

Agenda Item Summary

This Engineering Services Agreement provides for groundwater statistical analysis and reporting as required by the Texas Commission on Environmental Quality (TCEQ) under Landfill MSW Permit 73A involving 25 groundwater monitor wells. A "Groundwater Background Update Report" will also be prepared and filed with the TCEQ.

Requested Action

Discussion and approval of Professional Engineering Services Agreement in the amount of \$49,300 for groundwater statistical analysis, reporting and groundwater background assessment and update reporting on the City's Landfill.

Funding Summary

Funds are currently available within the Solid Waste Disposal Fund 4300-1432, Job No. 430067 - Annual Landfill Engineering Services, in the amount of \$55,000.

Community Engagement Summary

This item is a routine operation that is performed each year, as required under the Landfill Permit issued by the TCEQ. No community engagement is contemplated or anticipated.

Staff Recommendation

City Staff recommends approval of the Professional Engineering Services Agreement for Landfill Groundwater Analysis and Reporting to HDR Engineering in the amount of \$49,300.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and HDR Engineering, Inc. ("ENGINEER").

OWNER hereby engages ENGINEER to perform engineering services in connection with the ground water statistical analysis and reporting and the groundwater background update report with respect to OWNER's Landfill ("Project").

The Scope of Work is more particularly set forth in the letter dated January 20, 2016 from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER's letter dated January 20, 2016 and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not-to-exceed fee of Forty-nine Thousand Three Hundred and No/100 Dollars (\$49,300.00).

II.

ENGINEER will submit monthly billings to OWNER for payment. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Van E. Hagan, Interim Director of Public Works or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project in a timely manner.

IV.

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

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information

received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

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

VIII.

ENGINEER shall furnish at ENGINEER'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If ENGINEER is requested in writing by OWNER to provide any additional or out of scope services ENGINEER and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

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

XI.

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

XII.

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

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further

1/26/2016 CHD

work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER. In the event Consultant has been deprived of the opportunity to complete such documents and certify them as ready for construction, neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section.

XV.

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

XVI.

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

HDR Engineering, Inc.
Attention: Joel Miller, P.E.
4401 West Gate Boulevard, Suite 400
Austin, Texas 78745
Telephone: (512) 912-5100
Email: joel.miller@hdrinc.com

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

City of Amarillo, Texas
Attn: Van E. Hagan, P.E.
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-3024
Email: van.hagan@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Date: _____

HDR ENGINEERING, INC.
(ENGINEER)

By: Matthew Tondl

Printed Name: Matthew Tondl

Title: Sr. Vice President

Date: 3/2/16



January 20, 2016

Van E. Hagan, PE, CFM
Interim Director of Public Works
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186-0001

Re: City of Amarillo Landfill 2016 Professional Services – Groundwater

Dear Mr. Hagan:

Thank you for the opportunity to provide this letter proposal for continued groundwater professional services for the City for 2016. This proposal includes the following groundwater services that are anticipated for 2016:

- Groundwater Statistical Analysis and Reporting
- Groundwater Background Update Report

Please review the detailed scope and proposed fees and contact me with any questions you may have. As in past years, we can put together the appropriate contract documents with the previously-approved language after your review and approval of the scope and budget.

SCOPE OF WORK

The following sections provide additional details for each proposed task listed above:

Task 1: Groundwater Statistical Analysis and Reporting

Detection and Assessment Reporting:

Detection monitoring of 25 groundwater monitoring wells is currently performed on a semi-annual basis. HDR will continue to compile and statistically analyze the data provided by the City using the SANITAS[®] software package. Reports will be prepared to discuss the laboratory findings and will contain information regarding any Statistically Significant Increases (SSI). Reports will be prepared

hdrinc.com

4401 West Gate Boulevard, Suite 400 Austin TX 78745
T 512.912.5100 F 512.912.5158
Texas Registered Engineering Firm F 754

following receipt of information from the April and October 2016 sampling events. An up-to-date groundwater contour map will be created for each of the semi-annual monitoring events.

Monitoring wells MW-815 and MW-816 are currently in Assessment Monitoring. City collection of samples for the assessment monitoring program are performed concurrently with the detection monitoring sampling. HDR will also include a discussion of the results of this sampling in the semi-annual reporting. As required by regulation, HDR will continue to calculate and report on confidence interval testing that may be required in certain wells in the Assessment Monitoring program. This testing will be included in the Assessment reporting.

HDR will continue to provide a comprehensive email to City staff providing sampling guidance regarding well sampling required for each well and constituents of interest.

Verification Reporting and Alternate Source Demonstration:

HDR will evaluate and present the results of verification testing that may be required based on the results of the Detection/Assessment monitoring. Should verification testing confirm an SSI, HDR will work with the City in developing an Alternate Source Demonstration (ASD) for selected constituents. This will include research into Potter County background groundwater constituent levels, and may include additional research at the TCEQ file room. This 2016 scope of work includes the January and July 2016 verification sampling events and ASD (if necessary). Additional effort may be needed depending on the constituent(s), the feasible ASD that may be claimed, and/or additional questions or follow-up submittals required by TCEQ that are not included in this scope of work.

Interior Observation Well VOC Reporting:

Currently, monitoring well MW-10 is still monitored on a semi-annual basis coinciding with the Detection Monitoring program. HDR will continue to compile and evaluate data from the semi-annual sampling events (April and October 2015) for MW-10. This information will be included in the semi-annual Detection/Assessment reports to be submitted to the TCEQ.

Task 1 Assumptions:

- HDR will continue to maintain the annual software registration and training as a reimbursable expense for this project.
- All sampling and analysis will be performed or contracted by the City, with data provided to HDR via hard copy or digital transmission.
- No site visits are expected for this task.
- If sampling and analysis results in additional regulatory requirements per Subchapter J (i.e. requiring an Assessment of Corrective Measures), then additional effort may be required that is not included with this proposal. Additional effort might include modeling, research, reporting, and/or meetings with TCEQ.

Task 2: Groundwater Background Update Report

The original background report of the “new” wells (MW-801 to MW-819) and the background update for the “existing” wells (MW-1 to MW-6) was approved by TCEQ letter dated July 12, 2013. In accordance with 30 TAC 330.407(a)(1), the background data set for groundwater compliance wells can be updated every two years with semi-annual detection monitoring results. Updating the background data set may help address issues in some of the wells where the practical quantitation limit (PQL) is higher than the prediction limit (PL), causing them to stay in assessment monitoring. This is also an opportunity to reset the PL’s based on recent sample values.

HDR will evaluate the proposed new background data to confirm that it is representative of background groundwater constituent concentrations. This will involve statistically analyzing the data for outliers and trends to find possible impacts. The results of this analysis will be used to prepare a proposed background data set for each constituent at each well. Using this proposed background set, a new prediction limit will be prepared for each constituent at each well to show how the new background data set will affect future detection monitoring. This information will be compiled into a report submitted to TCEQ.

Task 2 Assumptions:

- After submission of the report, TCEQ comments or questions may require additional effort not included with this proposal. Additional effort might include modeling, research, reporting, and/or meetings with TCEQ.
- No site visits expected for this task.

FEE SCHEDULE

Task 1: Groundwater Statistical Analysis and Reporting \$40,150

Task 2: Groundwater Background Update Report \$ 9,150

Total requested for this authorization \$49,300

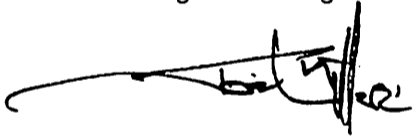
HDR proposes to complete the above scope of services on a Per Diem basis for a not-to-exceed fee of **\$49,300**. Per Diem shall mean an hourly rate equal to Payroll Cost times a multiplier of two point five (2.5) to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense. Payroll Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project, plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. For this Agreement, the amount of customary and statutory benefits of all personnel will be considered equal to thirty-five percent (35%) of salaries and wages.

If you have any questions, please do not hesitate to contact me at 512-498-4716. We appreciate the opportunity to provide continued services to the City of Amarillo.

Sincerely,

HDR Engineering, Inc.

Texas Registered Engineering Firm F-754



Joel Miller, P.E.
Project Manager



Matthew B. Tondl, P.E.
Sr. Vice President



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

3/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

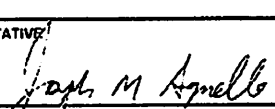
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td>American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER D:</td> <td>Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:	Travelers Property Casualty Co of America	25674	INSURER C:	American Zurich Insurance Company	40142	INSURER D:	Lexington Insurance Company	19437	INSURER E:			INSURER F:	
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INSURED 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049																					

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 13935223 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU0950	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQUI1160 (MA)	6/1/2015 6/1/2015 6/1/2015	6/1/2016 6/1/2016 6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S	N	N	ZUP-10R64084-15-NF (EXCLUDES PROF LIAB)	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0381127	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2015	6/1/2016	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF AMARILLO LANDFILL 2016 PROFESSIONAL SERVICES - GROUNDWATER. CITY OF AMARILLO IS NAMED AS ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES. 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER 13935223 CITY OF AMARILLO, TEXAS ATTN: VAN E. HAGAN, PE, CFM PO BOX 1971 AMARILLO TX 79186-0001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HDR Engineering, Inc.
Austin, TX United States

Certificate Number:
2016-20254

Date Filed:
03/01/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Amarillo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

00000

Professional Services for the Amarillo Landfill including Groundwater Statistical Analysis and Reporting and Groundwater Background Update Report.

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HDR, Inc.	Omaha, NE United States	X	
Little, George A.	Omaha, NE United States	X	
Keen, Eric L.	Omaha, NE United States	X	
Felker, Brent R.	Davis, CA United States	X	
O'Reilly, Charles L.	Boston, MA United States	X	

Name of Interested Party

City, State, Country (place of business)

Nature of interest (check applicable)

Controlling

Intermediary

HDR, Inc.

Omaha, NE United States

X

Little, George A.

Omaha, NE United States

X

Keen, Eric L.

Omaha, NE United States

X

Felker, Brent R.

Davis, CA United States

X

O'Reilly, Charles L.

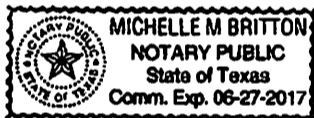
Boston, MA United States

X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Kelly J Koatz

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kelly J Koatz this the 2 day of March, 2016 to certify which, witness my hand and seal of office.

Michelle M Britton Michelle M Britton Acting

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

BOARDS AND COMMISSIONS – VACANCIES

Amarillo Economic Development Corporation (3-year terms) – Executive Session

04/09/2013	Roy Bara	03/31/2016
04/09/2013	John Kritser	03/31/2016

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)