

## AGENDAS

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, AUGUST 2, 2016 AT 3:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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

### WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
  - (2) Presentation and discussion of 2016-17 Annual Operating Budget and 5-Year Community Investment Plan; and
  - (3) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
- (1) Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074. Discussion regarding City Manager and appointment to fill vacancy.

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### 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 July 26, 2016.
2. **OATH OF OFFICE:**  
Sonya Letson, Municipal Court Judge, to conduct the Oath of Office for Councilmember Place 2.
3. **REMARKS:**  
Remarks by the new Councilmember Lisa Blake.
4. **RESOLUTION – RENAMING NORTH YMCA:**  
This item considers a resolution to rename the North Branch YMCA building located at 1330 N.W. 18<sup>th</sup> Ave. to the Charles E. Warford Activity Center.
5. **CONSENT AGENDA:**  
It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:
  - A. **Approval – Change Order No. 1 – Job # 521943: Hillside Terrace Estates 30" Sewer Replacement Contract 1-Soncy Road to Arden Road Project:**

Original Contract:	\$ 986,565.00
Previous Change Orders:	\$ -
Current Change Order:	\$ 54,785.00
Revised Contract Total:	\$ 1,041,350.00

This item is to approve Change Order No. 1 to the contract with Condie Construction Company, Inc. for additional work required on the 30" sewer pipeline and sampling of existing pipe.

B. Approval - Agreement with Jason Lamons for the construction of a multi-family rental unit and award of \$225,500 from the City's Home Rental Rehabilitation Program:

This is approval of a rental housing rehabilitation project to construct a multi-family rental unit at 3501 SE 21st. Of the \$445,000 total cost for this project, the project owner will provide \$222,500 of the funding. The Home Rental Rehabilitation Program will provide the remainder or \$222,500 of project funding. The Community Development funding is from federal funds allocated to the City for this purpose.

6. **PRESENTATION:**

Artwork winners announced for the City's 2016 Every Drop Counts Calendar.

**PUBLIC FORUM**

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

**MISCELLANEOUS**

1. Boards and Commissions – appointments as listed on attached.

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

Posted this 29th day of July 2016.

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

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 26th day of July 2016, the Amarillo City Council met at 12:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

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

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

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

TERRY CHILDERS  
BRYAN MCWILLIAMS  
BLAIR SNOW  
ANDREA MCDONALD

INTERIM CITY MANAGER  
ASSISTANT CITY ATTORNEY  
MANAGEMENT ANALYST  
ADMINISTRATIVE SPECIALIST

The invocation was given by Traci Rogers, No Boundaries International. Mayor Harpole led the audience in the Pledge of Allegiance.

Proclamations were presented for "Teen Christmas Week" and "Recognition of Brian J. Eades."

Mayor Harpole recognized three Boy Scouts and their Troop Leaders in the audience.

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 July 19, 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 the second and final reading of an ordinance rezoning of Lots 11 and 12, Ridgecrest Addition, in Section 7, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to planned development district for professional and general office uses. (Address: 3620 South Western Street.) Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7608

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF WESTERN STREET AND THIRTY-SEVENTH AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; 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 3: Mayor Harpole presented a resolution setting the date and time for a public hearing on August 16, 2016, at 5:00 p.m. to determine if the property at 5102 Oregon Trail constitutes a public nuisance and thereby requiring the removal of such accumulations. 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 Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 07-26-16-1

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 4: 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 Demerson to approve the consent agenda, seconded by Councilmember Nair.

- A. Award – Purchase of Groundwater Rights:  
This contract in the amount of \$384,000 is for the purchase of groundwater rights to add 1,280 acres in Ochiltree County.
- B. Approval – Interlocal Agreement between the City of Amarillo and Canyon Independent School District:  
This item is the approval of an Interlocal Agreement between the City of Amarillo and Canyon Independent School District (CISD), granting CISD to construct improvements to Stone Meadow and Meadow Ridge adjacent to CISD new intermediate school in Randall County, Texas.
- C. Approval – License and Hold Harmless Agreement:  
License and Hold Harmless Agreement for the installation of groundwater monitoring wells in public right-of-way in Section 228, Block 2, AB&M Survey, Randall County.
- D. Approval – Amendment #3, Task Order #15, KSA Engineers for Rick Husband Amarillo International Airport:  
KSA Engineers -- \$76,681.10  
This item approves Amendment #3, Task Order #15, KSA Engineers for the Rick Husband Amarillo International Airport. This amendment outlines the requirements for monitoring wells and quarterly testing per the TCEQ Risk Based Assessment for the East Side Drainage Project.
- E. Approval – Aviation Clear Zone Easements:
- 1) Aviation Clear Zone Easement being 3,755 feet MSL above the plat of Centerport Addition Unit No. 7, an addition to the City of Amarillo, being a replat of Lot 1, Block 2, Centerport Addition Unit No. 4, out of Section 72, Block 2, AB&M Survey, Potter County, Texas.
  - 2) Aviation Clear Zone Easement being 4,650 feet MSL above the plat of Holland Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 175, Block 2, AB&M Survey, Randall County, Texas.

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.

Jesse Pfrimmer, 5723 South Milam Street, stated that the AEDC should be looked at as a source of revenue rather than property tax and presented the Council with supporting documentation. Alan Abraham, 7205 SW 35<sup>th</sup> Avenue, expressed his concerns regarding Downtown Amarillo Inc., the need for a year-end statement from the organization, and whether or not the entity is in the City's budget for the upcoming fiscal

year. Robert Goodrich, 4111 Stony Point, presented a letter to the Council regarding Financial Consulting Resources for financing contemplated municipal projects from 2016 to 2020 and beyond; and stated the need for the city to look into such resources. Carolyn Thornton, 4101 Southwest 45<sup>th</sup> Avenue, addressed Councilmember Eades and expressed her appreciation for him. Lila Mitchell, 3124 Redwood Street, expressed her dismay over Councilmember Eades' departure from the city. Keith Grays, 707 South Polk Street, thanked Councilmember Eades for his assistance with Mr. Grays' goddaughter and also thanked the Council and City Manager for their community engagement initiative. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

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

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

DRAFT

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

**A RESOLUTION OF THE CITY OF AMARILLO, TEXAS RENAMING THE NORTH YMCA TO CHARLES E. WARFORD ACTIVITY CENTER.**

**WHEREAS**, Mr. Charles E. Warford moved to Amarillo in 1937 at the age of 12; and

**WHEREAS**, Mr. Warford, served with distinction in World War II serving aboard a destroyer that participated in Operation Overlord, the allied code name for the D-Day invasion, and was present at Tokyo Bay to witness the unconditional surrender of Japan.

**WHEREAS**, Mr. Warford graduated from mortuary school in 1947 and later founded the Warford-Walker Mortuary in the North Heights neighborhood of Amarillo in 1962; and

**WHEREAS**, Mr. Warford was a trailblazer and one of the founders of Amarillo United Citizens Forum, a group organized to promote and support cultural and historical programs in Amarillo; and

**WHEREAS**, Mr. Warford, through his volunteer efforts and service in various leadership capacities at Mount Zion Baptist Church, has made a positive impact in the community; and

**WHEREAS**, Mr. Warford has been a prominent business man and active community leader in Amarillo for more than fifty years;

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

**Section 1.** That the North Branch YMCA building located at 1330 N.W. 18<sup>th</sup> Ave. Amarillo, Texas be renamed the Charles E. Warford Activity Center; and

**Section 2.** This Resolution shall become effective from and after its passage.

**BE IT FURTHER RESOLVED**, that the Mayor and Council do hereby thank Mr. Warford for his numerous years of service to the citizens of the City of Amarillo.

**PASSED AND APPROVED** this \_\_\_\_\_ day of August 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	8/2/2016	<b>Council Priority</b>	Infrastructure Initiative
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<b>Department</b>	Capital Projects & Development Engineering
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### Agenda Caption

Approval – Change Order No. 1 – Job # 521943: Hillside Terrace Estates 30” Sewer Replacement Contract 1-Soncy Road to Arden Road Project

Original Contract:	\$	986,565.00
Previous Change Orders:	\$	-
Current Change Order:	\$	54,785.00
Revised Contract Total:	\$	1,041,350.00

This item is to approve Change Order No. 1 to the contract with Condie Construction Company, Inc. for additional work required on the 30” sewer pipeline and sampling of existing pipe.

### Agenda Item Summary

Change Order No. 1 is to authorize additional work required on the project including sampling of existing pipe and Contract Time.

### Requested Action

Consider Change Order No. 1 for approval.

### Funding Summary

Funding for this project is available in the Project Budget Number 521943.17400.1090

### Community Engagement Summary

N/A

### Staff Recommendation

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

THE CITY OF AMARILLO, TEXAS

Date: June 28, 2016

INTER-DEPARTMENTAL  
OFFICE COMMUNICATION

TO: Bob Cowell, Deputy City Manager

SUBJECT: Bid No. 5418  
Hillside Terrace Estates 30"  
Sewer Replacement Contract  
1-Soncy Road to Arden  
Road Project

FROM: Purchasing Department

DESCRIPTION	This purchase is for construction services to replace clay pipe from Soncy to Arden. This purchase will be paid from the Emergency Repair account.
DEPARTMENT	Director of Capital Projects and Project Engineering
RECOMMENDATION	Award to Condie Construction Company in the amount of \$986,565.00. Change order in the amount of \$54,785.00 for a total revised amount of \$1,041,350.00.  A recommendation from the department is attached.
HISTORY	No historical data is available to base a percentage difference in cost evaluation.
FUNDS	Sufficient funds are available in the department's Emergency Repair Account, account number 521943.17400.1090.

Trent Davis  
Trent Davis, Purchasing Agent

7-27-16  
Date

LS 7/27/16



CHANGE ORDER # 01  
CITY OF AMARILLO  
CAPITAL PROJECTS & DEVELOPMENT ENGINEERING

JOB NO. 521943 - HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT - CONTRACT 1  
BID NO. 5418

DATE: 7/26/2016

CONTRACTOR: CONDIE CONSTRUCTION CO. INC.

CHANGE ORDER NO. 01

DESCRIPTION OF CHANGE

Modification to allow for clay pipe sampling, which includes additional time (7 days), by-pass pumping, coordination, and equipment.

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATE QUAN.	REVISED ESTIMATE QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
16	Pipe sampling including by-pass pumping equipment and excavation	0	1	1	LS	\$ 54785.00	\$ 54,785.00
				0		\$	\$ -
				0		\$	\$ 0.00

NET THIS CHANGE ORDER	\$ 54,785.00
PREVIOUS CHANGE ORDERS	\$ 0.00
TOTAL OF CHANGE ORDERS	<u>\$ 54,785.00</u>
ORIGINAL CONTRACT TOTAL	\$ 986,565.00
REVISED CONTRACT TOTAL	<u>\$ 1,041,350.00</u>

Percent changed 5.55%

REVISED CONTRACT TIME IN WORKING DAYS- 180 days (original Contract Time) + 7 days (CO #1) = 187 days (Total)

APPROVED:

CONDIE CONSTRUCTION Co., Inc.  
Contractor

*[Signature]*  
By

\_\_\_\_\_  
City Manager

RECOMMENDED:

*[Signature]*  
Consultant/Engineer

*Marco Lopez*  
Project Manager

*[Signature]*  
Assistant Director of Utilities

cc: Departmental  
Accounting  
Contractor  
Project Representative  
Public Works Project Coord.



<p><b>Main Office</b>            53 North 1650 West, Springville, UT 84663            O: 801.489.3070 F: 801.489.7263  <b>Texas Office</b>            402 Gulf Avenue, Justin, TX 76247            O: 940-648-2000 F: 800-803-0392</p>
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## Proposed Change Order No. 1

Pipe Sampling

**To:** Mr. Marco Lopez  
 City of Amarillo, Texas  
 808 S. Buchanan Street  
 Amarillo, Texas 79105

**Date:** 7/22/2016

**Re:** Hillside Terrace 30" Sewer Replacement Contract 1

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Labor & Equipment (6 man crew w/ equipment)	3	DY	\$6,825.00	\$20,475.00
2	Supervision (Superintendent & Project Manager)	3	DY	\$1,685.00	\$5,055.00
3	Bypass Pump Watch (3 men on 8 hour shifts)	1	WK	\$5,875.00	\$5,875.00
4	Fuel for By-Pass Pumps	1	WK	\$1,695.00	\$1,695.00
5	By-Pass Pump Rental	1	WK	\$21,135.00	\$21,135.00
6	Additional Bond	1	LS	\$550.00	\$550.00
Total Change Order					<b>\$54,785.00</b>
Additional Days					7
Original Contract					\$986,565.00
Days					180
Revised Contract Amount					<b>\$1,041,350.00</b>
Revised Days					<b>187</b>

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	8/2/2016	<b>Council Priority</b>	Community Counts (Disadvantaged Areas)
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<b>Department</b>	Community Development
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## Agenda Caption

Approval - Agreement with Jason Lamons for the construction of a multi-family rental unit and award of \$225,500 from the City's Home Rental Rehabilitation Program.

## Agenda Item Summary

This is approval of a rental housing rehabilitation project to construct a multi-family rental unit at 3501 SE 21st. Of the \$445,000 total cost for this project, the project owner will provide \$222,500 of the funding. The Home Rental Rehabilitation Program will provide the remainder or \$222,500 of project funding. The Community Development funding is from federal funds allocated to the City for this purpose. This program provides financial assistance to landlords for the development of their rental properties.

A four-unit modular dwelling will be constructed to provide low to moderate income families with decent and affordable housing. Each unit will have three bedrooms and two bathrooms. The affordability period will be 20 years.

## Requested Action

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

## Funding Summary

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

## Community Engagement Summary

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

## Staff Recommendation

It is the City Manager's recommendation that \$222,500 be funded to the project for the construction of affordable housing.

## HOME RENTAL REHABILITATION CONTRACT

This agreement is made between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "CITY", and Jason Lamons Hereinafter called "OWNER", pursuant to CITY's HOME Investment Partnership Program of the National Affordable Housing Act of 1990, as amended, (Contract Number M -15- MC-48-0211, CFDA Number 14.239) to construct the residential rental property located at 3501 SE 21st, upon the following terms and conditions performable in Potter and Randall Counties, Texas:

CITY is approving a forgivable no interest deferred payment loan, the terms and conditions of which are contained in the HOME Rental Rehabilitation Promissory Note, to be used by the OWNER solely for the purpose of constructing the rental unit(s) located at 3501 SE 21<sup>st</sup> and further being described as Lot(s) 4B, Block 25, Grand Avenue Tract 8 to the City of Amarillo, Potter County, Texas, for the use by the OWNER as residential rental property. The term of this contract and the affordability period shall be 20 years from the date of completion of all rehabilitation work.

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

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

CITY agrees to provide OWNER assistance to rehabilitate the hereinabove described rental unit(s) in an amount not to exceed TWO HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$222,500.00) or 50% of the actual costs of the required rehabilitation work per unit, whichever is less.

OWNER shall execute a preliminary Promissory Note and Deed of Trust in the amount of TWO HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$222,500.00) to be replaced by a subsequent Promissory Note and Deed of Trust in the amount of actual allowable rehabilitation costs determined upon completion of the rehabilitation work. OWNER claims no homestead interest in said property. CITY will make interim and final payments to the OWNER or a designee upon receipt by the CITY of a request for payment in a format prescribed by CITY. All payments are subject to inspection and approval by the CITY to insure work has been satisfactorily completed.

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

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

OWNER agrees to comply with all provisions of the HOME Rental Rehabilitation Program, which includes the requirements and conditions set forth in the HOME Rental Rehabilitation Promissory Note incorporated herein by reference and made a part hereof.

OWNER agrees to comply with all federal laws and regulations regarding the HOME Rental Rehabilitation Program, and with all reasonable policies and procedures established by the CITY necessary to administer and monitor the HOME Rental Rehabilitation Program.

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

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

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

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

contract or the proceeds thereof.

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

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

Executed this \_\_\_\_\_ day of August.

CITY OF AMARILLO

By: \_\_\_\_\_  
Michelle Bonner, Assistant City Manager

ATTEST:

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

Owner

By: \_\_\_\_\_  
Jason Lamons

STATE OF TEXAS )(

COUNTY OF Potter )(

This instrument was acknowledged before me on this \_\_\_\_\_ day of August 2016, by Michelle Bonner, Assistant City Manager.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS )(

COUNTY OF Potter )(

This instrument was acknowledged before me on this \_\_\_\_ day of August 2016, by Jason Lamons.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**HOME RENTAL REHABILITATION PROGRAM  
PROMISSORY NOTE**

For value received, the undersigned parties, hereinafter called Borrower, of the County of Potter, and State of Texas, do jointly and severally, promise to pay the City of Amarillo the sum AMOUNT SPELLED OUT (\$) which represents the entire principal of a HOME rental rehabilitation no-interest, deferred-payment loan, payable at the office of Community Development, City of Amarillo, County of Potter, Texas, (or such other place as the holder hereof may from time to time designate), payable on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

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

Codes. BORROWER agrees to allow CITY to inspect each unit for compliance with Section 8 Housing Quality Standards annually but not less than every three years.

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

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

LEGAL Address:  
to the City of Amarillo, Potter County, Texas.

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

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

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

In witness whereof, this Note has been duly executed by the undersigned, as of this \_\_\_\_\_ day of MONTH YEAR.

BORROWER(S):

\_\_\_\_\_  
PROPERTY OWNER

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

DEED OF TRUST

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF Potter

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

LEGAL ADDRESS HERE, an addition to the City of Amarillo, Potter County, Texas

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

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

A no-interest deferred-payment loan in the principal amount of NUMERICAL NUMBER WRITTEN OUT (\$) payable on the \_\_\_\_\_ day of \_\_\_\_\_, YEAR. The lien secured hereby shall be discharged if at the end of NUMBER years from date hereof, the Grantor has fully complied with all of the terms and conditions of the Note executed by the Grantor of even date herewith. Payment of the loan amount is subject to the conditions of the Promissory Note: Assignment of the Promissory Note without prior approval accelerates full payment of the principal.

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

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

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

WITNESS my hand(s) this \_\_\_\_\_ day of MONTH YEAR.

OWNER NAME

\_\_\_\_\_  
Owner

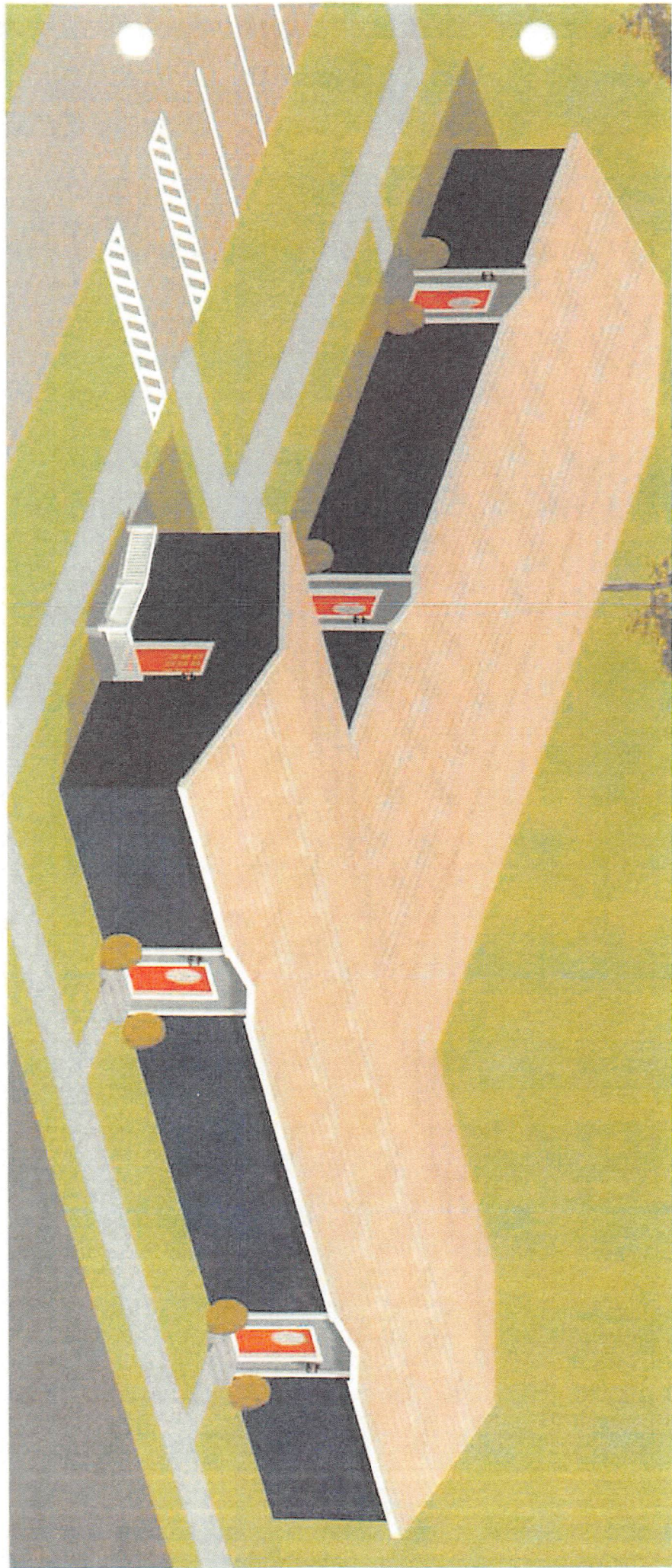
STATE OF TEXAS )(

COUNTY OF Potter )(

This instrument was acknowledged before me on this \_\_\_\_\_ day of MONTH YEAR, by OWNER NAME, Owner.

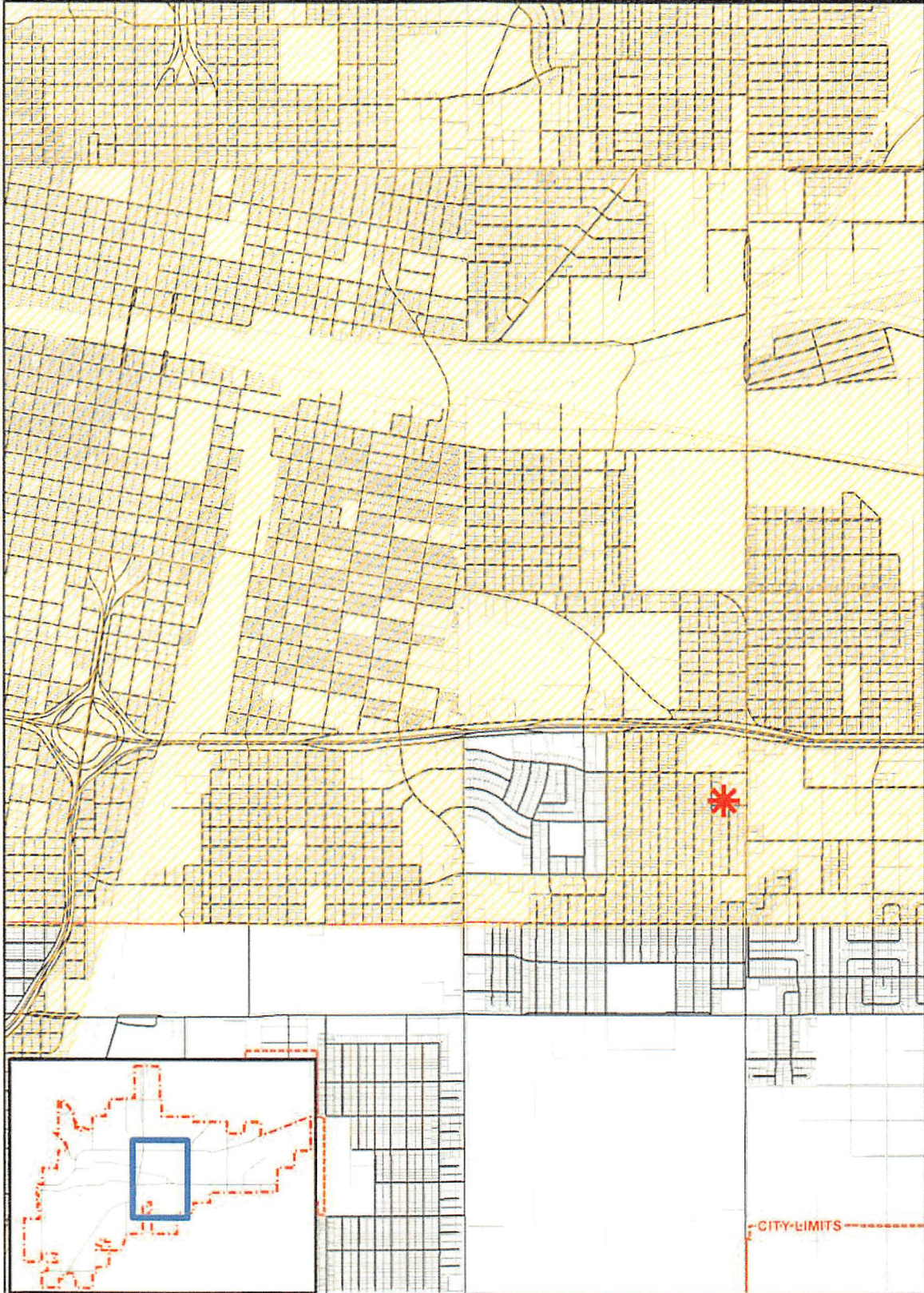
\_\_\_\_\_  
Notary Public, State of Texas








COMMUNITY DEVELOPMENT DEPARTMENT



CITY OF AMARILLO  
COMMUNITY DEVELOPMENT DEPARTMENT

COMMUNITY DEVELOPMENT DEPARTMENT:  
HOME Rental Rehabilitation Project  
3501 SE 21st Street, Amarillo TX \*  
CDBG Area 

Scale: 1" = 400'  
Date: 7-28-16



AP: x



## BOARDS AND COMMISSIONS – VACANCIES

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

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

### Canadian River Municipal Water Authority (2-year terms)

08/06/2002	William Hallerberg	07/31/2016
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### Emergency Care Advisory Board (3-year terms)

10/01/2013	Stephen Neumann	04/21/2018 (resigned)
04/21/2010	Brian Eades	04/21/2019 (resigned)

### Library Advisory Board (3-year terms)

09/10/2013	Joy Brennaman	07/19/2016
10/01/2013	Cullen Lutz	09/30/2016
09/07/2010	Mary Roman-Jordan	07/19/2016

### Parks and Recreation Board (3-year terms)

01/02/2013	William Chafin	07/01/2016
09/10/2013	Terry Easterling	07/01/2016
01/02/2013	David Hudson	07/01/2016

### Planning and Zoning Commission (3-year terms)

06/28/2011	David Craig	05/15/2016
05/14/2014	Jessie Phifer	05/15/2018 (resigned 07/11/2016)