

## AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, APRIL 30, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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*City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.*

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

**INVOCATION:** Sean Vokes, Hillside Christian Church

**PROCLAMATIONS:** "Older Americans Month"  
"Motorcycle Safety and Awareness Month"

1. City Council will discuss or receive reports on the following current matters or projects.
  - A. Review agenda items for regular meeting and attachments;
  - B. Update on Stolen Vehicles and Property Crime Report;
  - C. Update on Recent Blood Drive;
  - D. Update on Utility Billing; and
  - E. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **MINUTES:**

Approval of the City Council minutes for the meeting held on April 23, 2019.

B. **SECOND AND FINAL READING OF ORDINANCE NO. 7784 ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS APPROXIMATELY 328.67 ACRES OF LAND LOCATED IN SECTION 65 AND A PORTION OF THE RIGHT-OF-WAY IN SECTION 66, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS:**

(Contact: Cris Valverde, Assistant Director Planning and Development Services)

This item is to consider on second and final reading the proposed annexation of approximately 329 acres south of the existing Heritage Hills neighborhood. This is the result of a petition from the property owner requesting annexation.

The land is vacant, yet is anticipated to develop with 949 single-family detached and/or attached homes, 39 acres of various non-residential uses, and a new elementary school for the Canyon Independent School District.

On March 26 and April 2, City Council held public hearings regarding this proposed annexation.

C. **APPROVAL – REPAIRS TO THE AMARILLO FIRE DEPARTMENT TRAINING TOWER:**

(Contact: Jeff Greenlee, Fire Chief)

Panhandle Steel Buildings -- \$120,443.39

This item authorizes essential repairs of the Amarillo Fire Department's training tower and provides for the continuation of required training for the department.

D. **CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND AMARILLO COLLEGE TO PROVIDE TRANSIT SERVICES:**

(Contact: Chris Quigley, Assistant Transit Director)

This interlocal agreement between the City of Amarillo and Amarillo College (AC) allows for current AC students, faculty, and staff to ride Amarillo City Transit (ACT) in exchange for an annual sum of \$25,000. This proposed service will be provided as a one-year demonstration project starting in August 2019 as a means of increasing class participation and enrollment for students with insufficient transportation to get to AC.

E. **APPROVAL – AVIATION CLEAR ZONE EASEMENT:**

(Contact: Cris Valverde, Assistant Director Planning and Development Services)

Aviation Clear Zone Easement, being 3,800 feet above mean sea level above the plat of Cross Texas Addition No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 76, Block 2, AB&M Survey, Randall County, Texas. (Vicinity: Lakeside Drive and Southeast 34<sup>th</sup> Avenue.)

3. **NON-CONSENT ITEMS:**

A. **APPROVAL - CENTER CITY TAX INCREMENT REINVESTMENT ZONE #1 DEVELOPER AGREEMENT FOR CHASE TOWER, LLC:**

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

This item approves a Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the FirstBank Southwest Tower building located at 600 South Tyler Street. A 90% property tax rebate over a 15-year period, To assist with converting two floors of office space to residential housing units.

B. **APPOINTMENTS – BOARDS AND COMMISSIONS:**

Appointments are needed for the following boards:

	<u>Term Expiration:</u>
<u>Amarillo Hospital District Board of Managers</u> Dusty Clayton – Resigned	December 31, 2019
<u>Animal Management &amp; Welfare</u> Cullin Knutson – Resigned	December 31, 2021
<u>Beautification and Public Arts Advisory</u> Keith Grays – Resigned	December 31, 2020
<u>Environmental Task Force</u> Cole Camp – Resigned Tom Johnson – Resigned	December 31, 2019 December 31, 2019
<u>Library Advisory Board</u> Tom Warren, III – Resigned	December 31, 2020

Zoning Board of Adjustment

Need to appoint an alternate to a regular member position

December 31, 2019

D. **EXECUTIVE SESSION:**

City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

- 1) Section 551.089 Deliberation Regarding Security Devices or Security Audits:
  - (a) security assessments or deployments relating to information resources technology;
  - (b) network security information as described by Section 2059.055(b); or
  - (c) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

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

Posted this 26th day of April 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

*Archived meetings are also available.*

2A



STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 23rd day of April 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

ELAINE HAYS	MAYOR PRO TEM/COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Mayor Ginger Nelson. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
MARCUS NORRIS	DEPUTY CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

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

**PUBLIC COMMENT**

Jill Humphrey, 7714 Pineridge Drive, spoke about a dog that was euthanized at the AM&W last week. The dog bit a vet tech before a spay procedure. She stated mistakes were made by AM&W, and the need to choose a competent shelter director. Rusty Tomlinson, 5700 Canyon Drive, spoke again about what he heard about children going to school hungry at a recent AISD meeting. He stated he has been unable to find the information Mayor Nelson requested he read. He stated low wages cause children to go to school hungry, Gary Prescott, 10101 Amarillo Boulevard West, inquired about the procedures for a plat. He stated his property was taken without compensation. Jeff Meade, 4210 Southwest 3<sup>rd</sup> Avenue, stated he was a property owner and he continues to get bills for small amounts for each property he owns for drainage fees. He stated the need to not waste taxpayer money with all the mailings. James Schenck, 6216 Gainborough Road, spoke on public comment not being broadcast. He stated he has spoken to several Councils at various times. He spoke on the petition process and the campaigns of Council. Signed up but did not appear: Mike Fisher, 4410 Van Kriston Drive. There were no further comments.

ATTEST:

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

\_\_\_\_\_  
Elaine Hays, Mayor Pro Tem

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 23<sup>rd</sup> day of April 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

ELAINE HAYS	MAYOR PRO TEM/COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent was Mayor Ginger Nelson. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Davlyn Duesterhaus, BSA Chaplain. Mayor Pro Tem Hays led the Pledge of Allegiance.

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Reports and updates from City Councilmembers serving on outside Boards: Pedestrian and Bicycle Safety Advisory Committee (04/15)
- C. Amarillo Economic Development Corporation Quarterly Update;
- D. Update on Tourism Public Improvement District;
- E. Update on Thompson Park Swimming Pool; and
- F. Consider future Agenda items and request reports from City Manager.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Pro Tem Hays presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent items, seconded by Councilmember Sauer.

- A. **MINUTES:**  
Approval of the City Council minutes for the meeting held on April 16, 2019.
- B. **ORDINANCE NO. 7783:**  
(Contact: Trent Davis, Purchasing Agent)  
This is the second and final reading of an item considering the approval of an Ordinance amending the Amarillo Municipal Code, Chapter 2-4, Article III and adding Section 2-4-45 Disposition of Surplus or Obsolete Property.
- C. **APPROVAL -- INTERLOCAL COOPERATION CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY CRIME LABORATORY SERVICE (DPS):**  
(Contact: Chief Ed Drain, Amarillo Police Department)  
Department of Public Safety -- \$71,062.57  
This contract provides for the City of Amarillo, through the Amarillo Police Department (APD), to have DPS analyze all controlled substances, marijuana, and synthetic drugs. The purpose of the contract is to ensure all drug evidence submitted by the APD is analyzed in a timely manner to

support prosecution of criminal cases. This contract is a renewal and will remain in effect for a period of one year from the date of execution.

- D. **APPROVAL -- PURCHASE OF ANNUAL MAINTENANCE AGREEMENT FOR HEXAGON SAFETY INFRASTRUCTURE (ILEADS):**  
(Contact: Chief Ed Drain, Amarillo Police Department)  
Awarded to Hexagon Safety and Infrastructure (Intergraph Corporation) -- \$101,228.64  
This purchase is for Leased Computer Software.
- E. **CONSIDER -- CONTRACT FOR KSA ENGINEERS FOR INSPECTION SERVICES IN THE REPAIR TO FILTERS AT OSAGE WATER TREATMENT PLANT:**  
(Contact: Jonathan Gresham, Director of Utilities)  
KSA Engineers -- \$ 64,400.00  
This agenda item is the approval of an emergency contract with KSA Engineers to act on the City's behalf as construction project management in the repair of two filters (#2 and #3) of the eight rapid sand filters at the Osage Water Treatment Plant.
- F. **CONSIDER -- APPROVAL OF ARMORED CAR SERVICES:**  
(Contact: Laura Storrs, Finance Director)  
Rochester Armored Car Co. -- \$143,555.92  
This item approves the armored car services for various City departments.
- G. **CONSIDERATION OF A COMMUNICATIONS SYSTEM AGREEMENT -- MUTUAL AID ACCESS WITH TEXAS A&M FOREST SERVICE:**  
(Contact: Kevin Starbuck, Assistant City Manager)  
The Communications System Agreement for Mutual Aid Access establishes an Agreement between the City of Amarillo and Texas A&M Forest Service to provide limited access to the City of Amarillo's NEXGEN Radio Communications System. Mutual aid access with Texas A&M Forest Service is important to enhancing the safety and coordination of emergency responders.

Voting AYE were Mayor Pro Tem Hays, Councilmembers Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

#### **NON-CONSENT ITEMS**

**ITEM 3A:** Mayor Pro Tem Hays presented an ordinance to consider on first reading the proposed annexation of approximately 329 acres south of the existing Heritage Hills neighborhood. This is the result of a petition from the property owner requesting annexation. The land is vacant, yet is anticipated to develop with 949 single-family detached and/or attached homes, 39 acres of various non-residential uses, and a new elementary school for the Canyon Independent School District. On March 26 and April 2, City Council held public hearings regarding this proposed annexation. This item was presented by Cris Valverde, Assistant Director Planning and Development Services. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following ordinance be approved:

#### ORDINANCE NO. 7784

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS APPROXIMATELY 328.67 ACRES OF LAND LOCATED IN SECTIONS 65 AND 66, A PORTION OF THE RIGHT-OF-WAY IN SECTION 66, BLOCK 9, BS&F SURVEY, RANDALL, COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; ADOPTING A SERVICE PLAN; SUBJECTING THE PROPERTY

SITUATED THEREIN BEAR ITS PRO RATA PART OF TAXES LEVIED; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Hays, Councilmembers Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3B: Mayor Pro Tem Hays presented a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event. This item was presented by Sherman Bass, Civic Center Manager. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following resolution be approved:

RESOLUTION NO. 04-23-19-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Hays, Councilmembers Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3C: Mayor Pro Tem Hays presented a resolution which provides City Council and City of Amarillo support to the 2020 U.S. Census to be conducted by the U.S. Census Bureau. This item was presented by Kevin Starbuck, Assistant City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following resolution be approved:

RESOLUTION NO. 04-23-19-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO SUPPORTING THE U.S. CENSUS BUREAU 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Hays, Councilmembers Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3D: Mayor Pro Tem Hays presented a resolution consideration of approval of a resolution renewing the existing Drought Contingency Plan for the next five (5) years. TCEQ rules require the City to have the Drought Contingency Plan and be reviewed every five (5) years. The City of Amarillo Drought Contingency Plan was updated in 2014. Staff is not proposing any changes to the plan that was approved in 2014. The City has not implanted any stages of the plan since it was updated in 2014. This item was presented by Floyd Hartman, Assistant City Manager. Mayor Pro Tem Hays opened a public hearing. There were no comments and the public hearing was closed. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following resolution be approved:

RESOLUTION NO. 04-23-19-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: CONDUCTING A PUBLIC HEARING AND APPROVING A DROUGHT CONTINGENCY PLAN; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Hays, Councilmembers Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3E: Mr. McWilliams advised at 2:15 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 - Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street.

Mr. McWilliams announced that the Executive Session was adjourned at 2:45 p.m. and recessed the Regular Meeting.

ATTEST:

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

\_\_\_\_\_  
Ginger Nelson, Mayor

DRAFT



2B



# Amarillo City Council Agenda Transmittal Memo

<b>Meeting Date</b>	April 30, 2019	<b>Council Priority</b>	Infrastructure Customer
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<b>Department</b>	Planning and Development Services Cris Valverde - Assistant Director
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## Agenda Caption

SECOND AND FINAL READING OF AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS APPROXIMATELY 328.67 ACRES OF LAND LOCATED IN SECTION 65 AND A PORTION OF THE RIGHT-OF-WAY IN SECTION 66, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; ADOPTING A SERVICE PLAN; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

## Agenda Item Summary

### Area to be annexed

The proposed annexation represents the continuation of the Heritage Hills Subdivision southward and consists of approximately 329 acres adjacent to the southwest quadrant of Amarillo, near the northwest corner of the Hollywood Rd and Soncy Rd/Loop 335 intersection (map of area attached).

The land is vacant, yet is anticipated to develop with 949 single-family detached and/or attached homes, 39 acres of various non-residential uses, and a new elementary school for the Canyon Independent School District. Staff estimates a 7-year build out period which would consist of approximately 135 residential and 4 commercial lots developed per year.

### Annexation Events

Below is a table of annexation events that have either occurred or are scheduled to occur.

First Public Hearing	March 26, 2019
Second Public Hearing	April 2, 2019
First Reading of Annexation Ordinance	April 23, 2019
Second Reading of Annexation Ordinance	April 30, 2019

### Service Plan

A Service Plan detailing what municipal services shall be provided is attached for Council's review. The Service Plan provides estimated service costs and/or revenues that would result if the area is annexed.

## **Municipal Services**

Municipal services are divided into two categories. The first is immediate services and the second is full services. Immediate services are to be provided upon annexation and as development warrants. Full services are to be provided to the annexed area within 2 ½ years.

Below is a list of both services.

### **Immediate services:**

- Fire suppression
- Emergency Medical Services
- Fire prevention
- Police patrols
- Building permitting and inspection
- Code enforcement
- Planning services
- Library privileges
- Animal management services
- Health regulation and enforcement
- Solid waste collection
- Public Park maintenance
- Public Right-of-way maintenance
- Water and Sewer maintenance
- Traffic control and street lighting
- Public Transit
- Storm water management

### **Full services:**

- Water and Sanitary Sewer main extensions to the area annexed

Cost associated with providing both immediate and full services will be borne by the City of Amarillo. As mentioned previously, the attached Service Plan details estimated costs of providing such services yet below are some of the more significant costs associated with annexation, should it be approved.

- \$152,280 in Water main extension costs within 2 ½ years.
- \$21,060 in Sanitary Sewer main extension costs within 2 ½ years.
- \$315,310 in TxDOT right-of-way acquisition cost (future Loop 335 to the south and west).
- \$1,085,561 in Water main upsizing (12" to 20") participation. This cost is anticipated to be spread over a 5-7 year period.
- \$135,000 for an additional solid waste truck upon significant development of the area. Additionally, once purchase occurs, an annual cost of \$95,504 for an additional truck driver salary and monthly side-loader rental rate will result.
- \$110,000 for purchase of an additional Spec-Trans vehicle to continue Spec-Trans service the area once fully developed.
- Other service costs (operations and maintenance) associated with providing services to the area are described in the Service Plan.

Anticipated revenues, should the area be annexed, are also detailed in the Service Plan. Below are estimates of typical revenues associated with annexation.

- Annual Ad Valorem taxes are expected to be \$95,620 for residential development (135 lots per year) and \$37,487 for commercial development (4 lots per year).
- Other revenues generated (drainage fees, water use, solid waste pickup) resulting from providing services to the area are described in the Service Plan.

It is worth noting that due to the area proposed for annexation being bounded on the west, south, and east by right-of-way under TxDOT ownership, the City will not bear any cost associated with the construction of its typical portion/s of section line arterial roadways (approximately a \$3,000,000 construction cost savings).

**Requested Action/Recommendation**

The area proposed for annexation is one of the more rapidly growing areas of the City and as a result, has been identified as a “near-term” growth area. Annexation of such areas is a recommended strategic action. Utilizing annexation as a growth management tool, staff believes that an opportunity exists to continue the orderly growth of the Heritage Hills Subdivision via subdivision and land use regulations, property maintenance standards, fire and construction codes, and environmental regulations.

Staff believes that if approved, efficient and effective delivery of municipal services while contributing to the City tax base would result if annexed. Therefore, staff recommends approval of the annexation request.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS APPROXIMATELY 328.67 ACRES OF LAND LOCATED IN SECTIONS 65 AND 66, A PORTION OF THE RIGHT-OF-WAY IN SECTION 66, BLOCK 9, BS&F SURVEY, RANDALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; ADOPTING A SERVICE PLAN; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and

**WHEREAS**, the owners of the property described in Exhibit A (hereinafter the "Area"), attached hereto and incorporated herein, have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and

**WHEREAS**, the City did offer a development agreement pursuant to Texas Local Government Code, Section 43.016, and the petitioner rejected such offer, and the City Council then accepted such voluntary annexation petition; and

**WHEREAS**, a service plan has been prepared that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and incorporated herein, for all purposes, and the City is capable of providing such services by any of the methods in which the City extends the services to any other areas of the corporate City limits; and

**WHEREAS**, an updated official map is available indicating all property owners within the proposed annexation area; and

**WHEREAS**, the notice, publication, time periods and other procedural requirements of Texas Local Government Code, Section 43.063, have been complied with, including with respect to this annexation that two public hearings have been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard; and

**WHEREAS**, the property and territory herein described lies within the extraterritorial jurisdiction of the City of Amarillo; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code, other state laws, and the City of Amarillo, Texas charter have been duly followed; and

**WHEREAS**, the City Council finds it in the best interest of the City of Amarillo's citizens to annex such property and territory for the public purpose of promoting economic development in the community.

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

**Section 1. Findings of Fact.** All of the above premises are hereby found to be true and correct and are incorporated into the body of this ordinance as if fully set forth.

**Section 2. Annexation.** The Area described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, and said Area shall hereafter be included within the corporate limits of the City of Amarillo, and the present boundary lines of said City, are hereby altered, extended and amended so as to include said Area within the corporate limits.

**Section 3. Amendment of Boundaries and Official Map.** The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

**Section 4. Service Plan.** The service plan attached hereto as Exhibit B is hereby approved and incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density and topography.

**Section 5. Rights, Privileges and Duties of Inhabitants.** The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions and other regulations of said City.

**Section 6. Pro Rata Share of Taxes.** The annexed Area, being a part of the City of Amarillo for all purposes, situated herein shall bear its pro rata part of taxes levied by the City of Amarillo.

**Section 7. Filing of Ordinance.** The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Potter County, Texas, the County Tax Assessor of Potter County, Texas, the Potter County Appraisal District, the Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

**Section 8. Severability.** If any part, provision, section, subsection, sentence, clause or phrase of this ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this Ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby, it being the intent of City Council in adopting this Ordinance, that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 9. Open Meeting Act Compliance.** The City Council for the City of Amarillo hereby finds and declares that the meetings at which this Ordinance was introduced and finally passed were open to the public as required by law, and public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

**Section 10. Effective Date.** This Ordinance shall be in full force and effect upon its passage and publication as required by law.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the **23rd day of April, 2019**; and **PASSED** on Second and Final Reading on this the **30th day of April, 2019**.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

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

EXHIBIT A

A 328.67+/- acre tract of land out of Sections 65 and 66, Block 9, B.S. & F. Survey, Randall County, Texas, being a portion of that certain 590.9343+/- acre tract of land being described in Clerk's File No. 2012013183, Official Public Records of Randall County, Texas, said 328.67+/- acre tract of land having been surveyed on the ground on December 5, 2018 by Geospatial Data, Inc. and being described by metes and bounds as follows:

Point of Beginning is a 1/2" iron rod with cap (Furman) found in the apparent West R-O-W line of Soncy Road (A.K.A. Loop 335) as filed for record in Volume 754, Page 573, Deed Records of Randall County, Texas and the East line of that certain tract or parcel of land as conveyed to Soncy Road Investments by instrument and recorded in Clerk's File No. 2016009988, Official Public Records of Randall County, Texas for the Northeast corner of this tract as referenced by instrument and recorded in Clerk's File No. 2013019301, Official Public Records of Randall County, Texas, whence a 3/8 inch iron rod (4664) found in the North line of Section 65 bears N 00° 33' 08" W – 2739.04 feet;

Thence S 00° 33' 08" E on said apparent West R-O-W line of Soncy Road (A.K.A. Loop 335), same being the East line of said Soncy Road Investments tract for a distance of 405.43 feet to a 1/2 inch iron rod found;

Thence S 01° 54' 11" E on said apparent West R-O-W line of Soncy Road (A.K.A. Loop 335), same being the East line of said Soncy Road Investments tract for a distance of 1358.17 feet to a 1/2 inch iron rod found;

Thence S 00° 19' 24" E on said apparent West R-O-W line of Soncy Road (A.K.A. Loop 335) same being the East line of said Soncy Road Investments tract for a distance of 473.91 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set in said apparent West R-O-W line of Soncy Road being the most Easterly Southeast corner of this tract;

Thence N 89° 43' 56" W for a distance of 511.54 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set for an interior corner of this tract;

Thence S 00° 33' 08" E at a distance of 182.77 feet pass an aluminum R-O-W marker, continue on for a total distance of 500.00 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set in the apparent South R-O-W line of F.M. 2186 (A.K.A. Hollywood Road) as filed for record in Volume 1888, Page 145, Deed Records of Randall County, Texas;

Thence N 89° 43' 56" W on said South line of F.M. Highway 2186 for a distance of 1933.07 feet to a 3/8 inch iron rod found in the East line of that certain tract or parcel of land as conveyed to Adam & Lucy Creery by instrument and recorded in Clerk's File No. 2012015110, Official Public Records of Randall County, Texas;

Thence N 00° 30' 17" E for a distance of 10.00 feet to a 1/2 inch iron rod found for the Northeast corner of said Creery tract;

Thence N 89° 43' 56" W for a distance of 296.21 feet to a 1/2 inch iron rod found for the Northwest corner of said Creery tract;

Thence S 00° 10' 29" E on the West line of said Creery tract for a distance of 10.00 feet to a 3/8 inch iron rod found in said South line of F.M. 2186, same being the Northeast corner of Lot 12, Block 4, Grayhawk Landing Unit No. 5 as filed for record in Clerk's File No. 01-013366, Official Public Records of Randall, County, Texas;

Thence N 89° 43' 56" W on said South R-O-W line of F.M 2186 for a distance of 2594.18 feet to a point, from whence an aluminum cap stamped "CDS MUERY" found for the intersection of the common line of Sections 66 and 71, Block 9, B.S. & F. Survey, Randall County, Texas and the apparent South R-O-W line of F.M. 2186 for the Southwest corner of this tract bears N 89° 43' 56" W, 30.00feet;

Thence N 00° 12' 23" W along a line 30 feet East of and parallel to the East line of said Section 65 for a distance of 1382.67 feet;

Thence S 89° 48' 57" W, 30.00 feet to a point in the East line of said Section 65;

Thence N 00° 12' 23" W continue on the common line of Sections 65 & 72, said Block 9 for a total distance of 1350.38 feet to a 1/2 inch iron rod with cap stamped "GDI AMARILLO" set on said common line of Sections 65 & 72 for the Northwest corner of this tract, same being the Southwest corner of that certain tract or parcel of land recorded in Clerk's file No. 2013019301, Official Public Records of Randall County, Texas;

Thence S 89° 46' 19" E for a distance of 5318.21 feet to the Point of Beginning.

Said tract contains 328.67 acres of land, more or less.



## **MUNICIPAL SERVICE PLAN**

### **FIRE**

*Existing Services:* None

*Services to be Provided:* Fire suppression, prevention, and first response Emergency Medical Services (EMS) will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.3, located at 7441 Oxford Ln. Fire Department and EMS activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

### **POLICE**

*Existing Services:* None

*Services to be Provided:* Upon annexation, the City of Amarillo Police Department (APD) will extend regular and routine patrols to the area. Police Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

### **BUILDING INSPECTION**

*Existing Services:* None

*Services to be Provided:* The Building Inspection Department will provide code enforcement services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo. Such activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

### **PLANNING AND ZONING**

*Existing Services:* None

*Services to be Provided:* The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance. Planning related activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

### **PARKS & RECREATION**

*Existing Services:* None

*Services to be Provided:* The common areas proposed within the development will be installed and maintained by the Heritage Hills Public Improvement District. It is Parks and Recreation Department's understanding that an elementary school will be located within the area to be annexed, yet Parks and Recreation staff have not fielded any requests from the school district for dedication and/or maintenance of public park area. Should a request for such be submitted, Parks and Recreation will require the park area be improved per departmental policy (groundcover, irrigation, and ADA compliant) as well as review the department's ability to maintain the public area within the department's current budget before accepting the park area.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

## **LIBRARY**

*Existing Services:* None

*Services to be Provided:* Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

## **HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE**

*Existing Services:* None

*Services to be Provided:* The Bi-City-County Health District will implement the enforcement of the City of Amarillo's health ordinances and regulations on the effective date of the annexation. In addition, Animal Management and Welfare services will be provided to the area as needed. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

## **PUBLIC RIGHT-OF-WAY**

*Existing Services:* None

*Services to be Provided:* There are no existing streets or alleys within the area of annexation. Developers will provide streets and alleys within the area to be annexed at their own expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance to any future street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period.

Estimated first year maintenance costs (sealcoating, cracksealing, and asphalt repair), at current service levels, are \$3,834 for streets and \$8,256 for alleys with costs increasing by the same amount each year for 7 years (assuming 2.32 lane miles of streets and 0.82 lane miles of alleys are constructed each year at a maintenance cost of \$1,653 per lane mile of street and \$10,069 per lane mile of alley). Once fully developed, the anticipated annual maintenance costs are \$26,838 for streets and \$57,792 for alleys.

Estimated first year maintenance costs (sealcoating, cracksealing, and asphalt repair), at a best practices level, are \$5,783 for streets and \$10,363 for alleys with costs increasing by the same amount each year for 7 years (assuming 2.32 lane miles of streets and 0.82 lane miles of alleys are constructed each year at a maintenance cost of \$2,493 per lane mile of street and \$12,639 per lane mile of alley). Once fully developed, the anticipated annual maintenance costs are \$40,486 for streets and \$72,547 for alleys.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

*It is worth noting that due to the area proposed for annexation being bounded on the west, south, and east by right-of-way under TxDOT ownership, the City will not bear any cost associated with the construction of its typical portion/s of section line arterial roadways (approximately \$3,000,000 of construction cost).*

*Of additional note, whereas the proposed annexation will include TxDOT right-of-way (Loop 335 to the south and west), acquisition cost in the amount of \$315,310 will be borne by the City.*

## **STORM WATER MANAGEMENT**

*Existing Services:* None

*Services to be Provided:* Developers will provide storm water drainage at their own expense and will be jointly inspected by the Capital Projects and Public Works Department at time of completion. Construction of all storm water drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the drainage upon approval.

Estimated first year maintenance costs (street sweeping and curb and gutter), at current and best practice service levels, are \$8,053 for streets with costs increasing by the same amount each year for 7 years (assuming 0.92 linear miles of streets are constructed each year at a maintenance cost of \$8,754 per linear mile). Once fully developed, the anticipated annual maintenance costs are \$56,901.

Estimated first year Drainage Utility fee revenues are \$6,242 and increasing the same amount each year for 7 years (assuming 135 residential lots at a rate of \$2.47 per lot and 4 commercial lots at a rate of \$46.69 per lot are developed each year). Once fully developed, anticipated annual revenues are \$43,694.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

*It is worth noting, during recent discussions with the developer, it is the City's understanding that the developer has yet to successfully resolve off-site drainage with TxDOT.*

### **STREET LIGHTING**

*Existing Services:* None

*Services to be Provided:* All residential street lighting will be provided by the developer. The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

### **TRAFFIC ENGINEERING**

*Existing Services:* None

*Services to be Provided:* After annexation, the City of Amarillo Traffic Engineering Department will provide additional traffic control devices deemed necessary by that Department.

Traffic signing will be placed as development occurs and appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required. Based upon the proposed street layout, a minimum of 95 individual sign pole installations will be required at a current cost of \$180 per installation for a total of \$17,100. Traffic activities be afforded to the annexed area within current budget appropriation.

Existing traffic patterns warrant a traffic signal at either Soncy Rd. and Heritage Hills Pkwy. or at the intersection of Heritage Hills Prkwy. and the future Loop 335. Signalization cost will fall between \$300,000 to \$500,000. Consultant design fees and any additional roadway preparation may push signal install costs higher.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

### **WATER SERVICE**

*Existing Services:* None

*Services to be Provided:* Water service to the area will be provided in accordance with State Law.

It is anticipated that approximately \$152,280 in water extension costs within 2 ½ years will be borne by the City to provide service to the annexed area.

Estimated first year operating and maintenance costs are \$62,550 with costs increasing by an equal amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year at a cost of \$450 per connection). Once fully developed, the anticipated annual maintenance costs are \$438,750.

Estimated first year revenues are \$46,795 with revenue increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year and a residential customer uses 8,000 gallons monthly at a rate of \$27.13 a gallon and a commercial customer uses 15,000 gallons a month at a rate of \$59.26 a gallon). Once fully developed, the anticipated annual revenues are \$327,565

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

*It is worth noting that as phases of the area develop, the developer will be responsible to "loop" the water mains via 12" mains around the area. As this occurs, the City will participate in upsizing to a 20" main and the anticipated cost is \$1,085,561. This cost is anticipated to be spread over a 5-7 year period.*

### **SANITARY SEWER SERVICE**

*Existing Services:* None

*Services to be Provided:* Sanitary Sewer service to the area will be provided in accordance with State Law.

It is anticipated that approximately \$21,060 in Sanitary Sewer extension costs (20 linear feet of 10" sanitary sewer line and one manhole) within 2 ½ years will be borne by the City to provide service to the annexed area.

Estimated first year operating and maintenance costs are \$44,550 with costs increasing by an equal amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year at a cost of \$211 per connection). Once fully developed, the anticipated annual maintenance costs are \$311,850.

Estimated first year revenues are \$43,862 with revenue increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year and an average monthly rate of \$25.88 per residential customer and \$40.36 per commercial customer). Once fully developed, the anticipated annual revenues are \$307,040.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

### **SOLID WASTE SERVICES**

*Existing Services:* None

*Services to be Provided:* After annexation, solid waste collection shall be provided to the area of in accordance with the present City ordinance. Service shall begin with occupancy of structures.

Estimated first year service and maintenance costs are \$27,338 with costs increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year at a monthly cost of \$16.39 per lot). Once fully developed, the anticipated annual service and maintenance costs are \$287,267 (a service cost rate of \$16.39 per lot totaling \$191,369 annual service costs plus an additional annual service cost of \$95,504 for an additional truck driver salary and monthly side-loader rental rate).

Estimated first year revenues are \$26,057 with revenue increasing by the same amount each year for 7 years (assuming 135 residential and 4 commercial lots are developed per year and average monthly rate of \$15.59 per customer). Once fully developed, the anticipated annual revenues are \$182,403 annually.

*It is worth noting that as significant development occurs, an additional one time cost of \$135,000 for an additional truck is necessary to continue services. Budgeting for the additional truck will need to be taken into account as development occurs. Additionally, as each phase is developed, upfront costs for equipment (dumpsters) at a rate of \$500 each will be required to serve the area. One dumpster is required for every 3.5 homes developed.*

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

## **TRANSIT**

*Existing Services:* None

*Services to be Provided:* There are no plans for fixed route service within the area proposed for annexation, yet Spec-Trans service will be provided upon annexation. First year service cost is estimated to be \$3,741 with an average yearly increase in service cost of approximately \$5,225 a year (yearly increase takes into account inflation and increased trip lengths) for a total of \$127,782 service cost at the end of the build out period.

Estimated maintenance costs for service is \$35,100 assuming all factors remain the same and no fixed route service is added to the area.

At the end of the build out period, it is anticipated that purchase of an additional Spec-Trans vehicle in the amount of \$110,000, would be required to continue Spec-Trans service to the area. As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

## **AD VALOREM TAX**

Expected first year Residential Ad Valorem taxes are expected to be \$95,620 and \$37,487 for commercial development (assuming 135 residential lots and 4 commercial lots are developed per year at a tax rate of \$0.368380). Once fully developed, anticipated annual revenue is \$931,749 annually once fully developed.

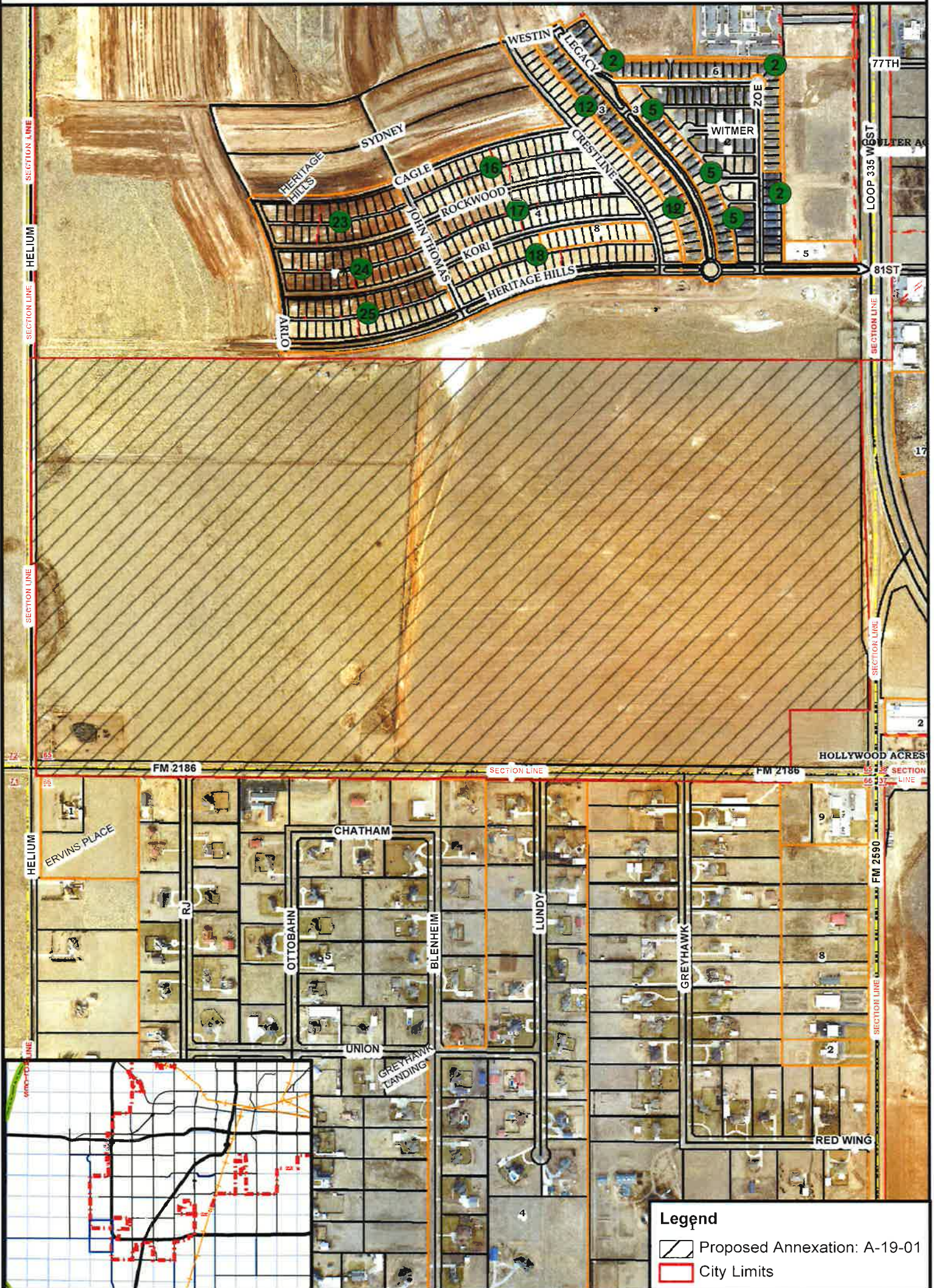
## **MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.



# CASE A-19-01

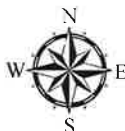
## Annexation of 328.67+/- Acres



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

**Annexation of a 328.67+/- acre tract of land out  
of Sections 65 & 66, Block 9, BS&F Survey,  
Randall County Texas.**

**Scale: 1 inch = 750 feet**  
**Date: 4/5/2019**  
**Case No: A-19-01**



**Vicinity: Soncy Rd.**

**Applicant: Seth Williams**



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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	April 30, 2019	<b>Council Priority</b>	Public Safety
<b>Department</b>	Amarillo Fire Department		
<b>Contact</b>	Chief Jeff Greenlee		

### Agenda Caption

APPROVAL – REPAIRS TO THE AMARILLO FIRE DEPARTMENT TRAINING TOWER:  
 (Contact: Jeff Greenlee, Fire Chief)  
 Panhandle Steel Buildings -- \$120,443.39  
 This item authorizes essential repairs of the Amarillo Fire Department’s training tower and provides for the continuation of required training for the department.

### Agenda Item Summary

The Department worked with Pharis Engineers to conduct a study of the training tower facility. The study identified needed repairs. This bid addresses the needed repairs and will allow for the continued use of the facility.

### Requested Action

Approval of the repair of Amarillo Fire Department’s training tower.

### Funding Summary

The funding source for these essential repairs is provided in the General Construction fund (Job #411471).

### Community Engagement Summary

Not applicable

### Staff Recommendation

Staff recommends approval of the bid from Panhandle Steel Buildings.

Bid No. 6444 AFD FIRE TRAINING FACILITY REPAIRS  
Opened 4:00 p.m. April 16, 2019

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To be awarded as one lot                      PANHANDLE STEEL BUILDINGS

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Line 1 Item A Concrete Slab Repair, per specifications

70 sf

Unit Price                      \$252.096

Extended Price                                      17,646.72

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Line 2 Item B Concrete Beam Repair, per specifications

30 lf

Unit Price                      \$226.800

Extended Price                                      6,804.00

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Line 3 Item C Stair Connections(North Stairs), per specifications

2 ea

Unit Price                      \$543.685

Extended Price                                      1,087.37

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Line 4 Item D Route & Seal Cracks, per specifications

1,500 lf

Unit Price                      \$5.340

Extended Price                                      8,010.00

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Line 5 Item E Penetrating Sealer, per specifications

3,000 sf



	Unit Price	\$6.086	
	Extended Price		18,259.20
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Line 6 Item F Burn Room Insulation, per specifications			
	400 sf		
	Unit Price	\$84.540	
	Extended Price		33,816.00
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Line 7 Item H Stair Bolts, per specifications			
	8 ea		
	Unit Price	\$180.000	
	Extended Price		1,440.00
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Line 8 Item J Stair Bolts for Training Tower, per specifications			
	50 ea		
	Unit Price	\$192.000	
	Extended Price		9,600.00
<hr/>			
Line 9 Item J Chase Bolts, per specifications			
	15 ea		
	Unit Price	\$220.344	
	Extended Price		3,305.16
<hr/>			
Line 10 Item L Steel Joist Protection, per specifications			
	4 ea		
	Unit Price	\$151.235	
	Extended Price		604.94
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Line 11 Ditching, Road Grading, Rock  
General Conditions, per specifications

1 ea		
Unit Price	\$17,100.000	
Extended Price		17,100.00

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Line 12 Cash/Securities & Bonding  
Services, per specifications

1 ea		
Unit Price		
Extended Price		2,770.00

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Bid Total		120,443.39
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Award by Vendor 120,443.39



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	April 30, 2019	<b>Council Priority</b>	Transportation Systems; Highly Educated Population
<b>Department</b>	Amarillo City Transit (ACT)		
<b>Contact</b>	Chris Quigley, Assistant Transit Director		

### Agenda Caption

CONSIDERATION OF A INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND AMARILLO COLLEGE TO PROVIDE TRANSIT SERVICES

### Agenda Item Summary

This interlocal agreement between the City of Amarillo and Amarillo College (AC) allows for current AC students, faculty, and staff to ride Amarillo City Transit (ACT) in exchange for an annual sum of \$25,000. This proposed service will be provided as a one-year demonstration project starting in August 2019 as a means of increasing class participation and enrollment for students with insufficient transportation to get to AC.

### Requested Action

Request consideration of the interlocal agreement between the City of Amarillo and AC to provide transit services, authorizing the City Manager to execute the agreement.

### Funding Summary

AC will provide the City of Amarillo \$25,000 annually to provide this service to current AC students, faculty, and staff. This benefit to current AC students, faculty, and staff will be provided through the existing ACT route structure, resulting in no additional cost to the City.

### Community Engagement Summary

An AC study found that 11% of the AC students had unreliable transportation or none at all. Anyone presenting a current AC identification would be able to ride any ACT route at no cost. AC will promote the partnership to encourage usage of ACT service. ACT will benefit from a ridership increase that could increase federal funding levels. This demonstration project addresses two Council Pillars established in the Vision for the Future of Amarillo: Highly Education Population and Transportation Systems.

ACT has engaged the public as part of the Master Planning Process and continues to conduct outreach with each new initiative. AC will promote the use of ACT service community wide to encourage enrollment.

### Staff Recommendation

Staff recommends approval of the interlocal agreement authorizing the City Manager to execute the agreement with AC to provide transportation services for current AC students, faculty and staff.

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF AMARILLO, TEXAS  
AND AMARILLO COLLEGE  
(for Group Transit Service Rates)**

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO"), a home rule municipality, and Amarillo College (hereafter, "AC"), subject to Chapter 130, Texas Education Code. Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

- 1. Entity and Authority.** Each party is a local government within the State of Texas. The governing body of each entity has approved this agreement in a public meeting and, has authorized its signatory to execute this agreement and thereby legally obligate each party. AC is authorized to contract for transportation service benefits to students, faculty, and staff.
- 2. Public Benefit & Purpose.** The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function, service, or transaction which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement. This service was conceived to provide service to that estimated 11% of the AC population that has transportation insufficiency. However, AC and AMARILLO agree that, for administrative convenience and efficiency, this transit service is to be made available to all current Amarillo College students, faculty and staff.
- 3. Current revenues.** A party hereto which is required to make a payment shall do so from current revenues legally available to the party.
- 4. City Obligation.** AMARILLO agrees to provide public transit service to AC students, faculty, and staff in accordance with the terms specified in Exhibit A.
- 5. College Obligation.** AC hereby (a) accepts the services, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A; and, (b) agrees to timely pay for such service in accordance with Exhibit A.
- 6. Exhibit incorporated.** The provisions of Exhibit A are incorporated herein by this reference as though stated here verbatim. The governing body of each Party hereby authorizes its point-of-contact official to mutually agree (without the need of further approval by either governing body) to minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in fees, costs, or the performance required of a party.
- 7. Liability.** The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function, services, or transaction described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party

waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising out of the approval or performance of this agreement. Each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of it's employees or agents and not those of any other party.

**8. Venue.** Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

**9. Effective date & Term.** This Agreement shall become effective on the first day after it has been approved the governing body for each respective entity. This Agreement shall remain in full force and effect for a term of one (1) year from the effective date hereof. This Agreement shall automatically be renewed for additional one-year terms unless and until a Party cancels it by giving thirty (30) days written notice to the other Party.

**10. Severance & Survival.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any aspect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been stated herein. The provisions of paragraphs 7, 8, and Exhibit A inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

**11. Entire Agreement; Amendments.** This Agreement contains all of the commitments and agreements of the Parties. Any oral or written commitment not stated herein shall have no force or affect. This Agreement may be amended or modified only by mutual agreement in a writing signed by both Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

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

**AMARILLO COLLEGE**

**CITY OF AMARILLO, TEXAS**

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

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

Title: Dr. Russell Lowery-Hart, President

Title: Jared Miller, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A – Cooperative Public Transit Arrangement**

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached, is to state the terms, conditions, and consideration by which the City of Amarillo ("City") will provide a special fare for public transit service to current students, faculty, and staff of Amarillo College ("AC") and the consideration to be paid by AC. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

**1. Description of service to be provided; terms and conditions:** City agrees to provide public transit service (both fixed route and spec trans) to any current AC student, faculty or staff member presenting a current valid AC identification badge/card, without a fare box payment from such passenger, upon the following terms and conditions:

- a) Service to current AC students, faculty and staff is to be provided during regularly scheduled City Transit service hours, Monday through Saturday, on such days and hours when and as City Transit service is in operation. City reserves the right to alter its fixed routes and schedules, if such is done for the general public ridership programming of the City.
- b) Trips are not restricted to/from AC campuses, but may be made to/from anywhere within the regularly served City transit service area and system.
- c) AC students, faculty and staff must show a current Amarillo College ID card in order to board the bus under the special fare program described in this Agreement. Persons who attempt to board without the current AC ID card will be required to pay the regular applicable fare. Passengers with a disability who may desire to utilize the City's Spec Trans (door-to-door) services must first qualify in accordance with the standard eligibility requirements for such service as well as complying with the standard procedures for using the Spec Trans program.
- d) AC is responsible for the marketing/promotion of this service. AC agrees that City has the right of prior approval of all marketing/promotion materials developed or acquired by AC for this transit service, prior to production of all such material. City may choose to provide additional marketing/promotion material but is not required to supplement the AC effort.
- e) City will track the number of AC students, faculty and staff using the service. AC and City agree to evaluate the success of the pilot project at least 90 days before the end of the agreement. AC makes no assurance of any particular level or quantity of riders on City buses.
- f) The City strives to offer a safe and reliable transit system. Nonetheless, AC understands and agrees that City transit service may be interrupted, delayed, or altered due to weather, mechanical breakdown, labor unrest or unavailability, Acts of God, road construction, traffic congestion, changes to federal or state regulations, or other causes beyond the control of City.
- g) THE CITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED AS TO THE QUALITY OR TIMELINESS OF TRANSIT SERVICE. THE CITY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TO THE EXTENT ALLOWED BY STATE LAW, THE CITY IS NOT RESPONSIBLE FOR ACTUAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM ANY DELAY, INTERRUPTION, OR ALTERATION OF ITS TRANSPORTATION SERVICES. THE PASSENGER AGREES THAT BY USING THE SERVICE, THE SOLE EXTENT AND LIMIT OF ANY LIABILITY OF THE CITY FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES

OF ACTION, ATTORNEY FEES, AND COSTS ARISING OUT OF OR RELATED TO THE QUALITY, QUANTITY, OR TIMING OF TRANSIT SERVICES SHALL BE NO GREATER THAN THE MAXIMUM PASSENGER FARE CHARGED OR THAT COULD HAVE BEEN CHARGED FOR THE DELAYED OR INTERRUPTED RIDE. THIS DISCLAIMER DOES NOT APPLY TO MATTERS COVERED BY CHAPTER 101, TEXAS CIVIL PRACTICES AND REMEDIES CODE.

h) Nothing in this agreement shall be construed as the City or AC waiving any governmental immunity, defense, affirmative defense, or rights, available to each respective party.

**2. Consideration:** For and in consideration of City transporting AC students, faculty, and staff as described herein, AC agrees to pay the City the sum of \$2,083.33 per month, due on the 15<sup>th</sup> of each month, beginning on August 15, 2019 and continuing monthly thereafter until August 15, 2020. This Interlocal Agreement shall be entered as a recurring account payable by AC without necessity of any monthly invoicing by the City.

**3. Point of Contact:** Each party hereby designates the following person as its Point of Contact for administering this agreement:

**City of Amarillo**  
Transit Director  
P.O. Box 1971  
Amarillo TX 79105

**Amarillo College**  
Dr. Russell Lowery-Hart  
P.O. Box 447  
Amarillo TX 79178

**4. Independent Contractor Status:** Each party is solely responsible for the manner and means of performing this Agreement. The City is solely responsible for service delivery, operation, maintenance, of buses and the legal obligations and rights arising out of such. Neither party has control over the other. Each party functions as an independent contractor and is not an employee or agent of the other party. City and AC each independently retains sole determination as to the best manner, means, and methods for procuring and delivering the services, functions, or transaction contemplated in this Agreement. As an independent contractor, neither party has any authority or right to represent or commit to any matter on behalf of the other, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement or another document signed by the parties.

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# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	April 30, 2019	<b>Council Priority</b>	Community Appearance
<b>Department</b>	Planning and Development Services		
<b>Contact</b>	Cris Valverde – Asst. Planning Director Brady Kendrick – Planner I (Case Manager)		

### Agenda Caption

Consideration of an Aviation Clear Zone Easement, being 3,800 feet above mean sea level above the plat of Cross Texas Addition Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 76, Block 2, AB&M Survey, Randall County, Texas.

### Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Cross Texas Addition Unit No. 2.

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

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

This ACZ Easement is establishing a height regulation of 3,800 feet above mean sea level for the plat of Cross Texas Addition Unit No. 2.



# Amarillo City Council Agenda Transmittal Memo



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**Requested Action**

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

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**Funding Summary**

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

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**Community Engagement Summary**

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N/A

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**Staff Recommendation**

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Staff recommends approval of this Aviation Clear Zone Easement.

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AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement, being 3,800 feet above mean sea level above the plat of Cross Texas Addition Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 76, Block 2, AB&M Survey, Randall County, Texas.

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

GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 3,800 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 3,800 feet above mean sea level.

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

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

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 12 day of April, 2019.

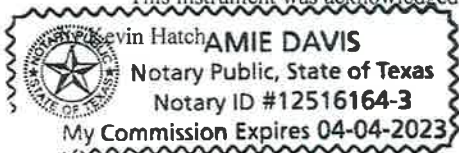
GRANTOR  
KDH Real Property LLC

By:   
Kevin Hatch, Partner

THE STATE OF TEXAS §

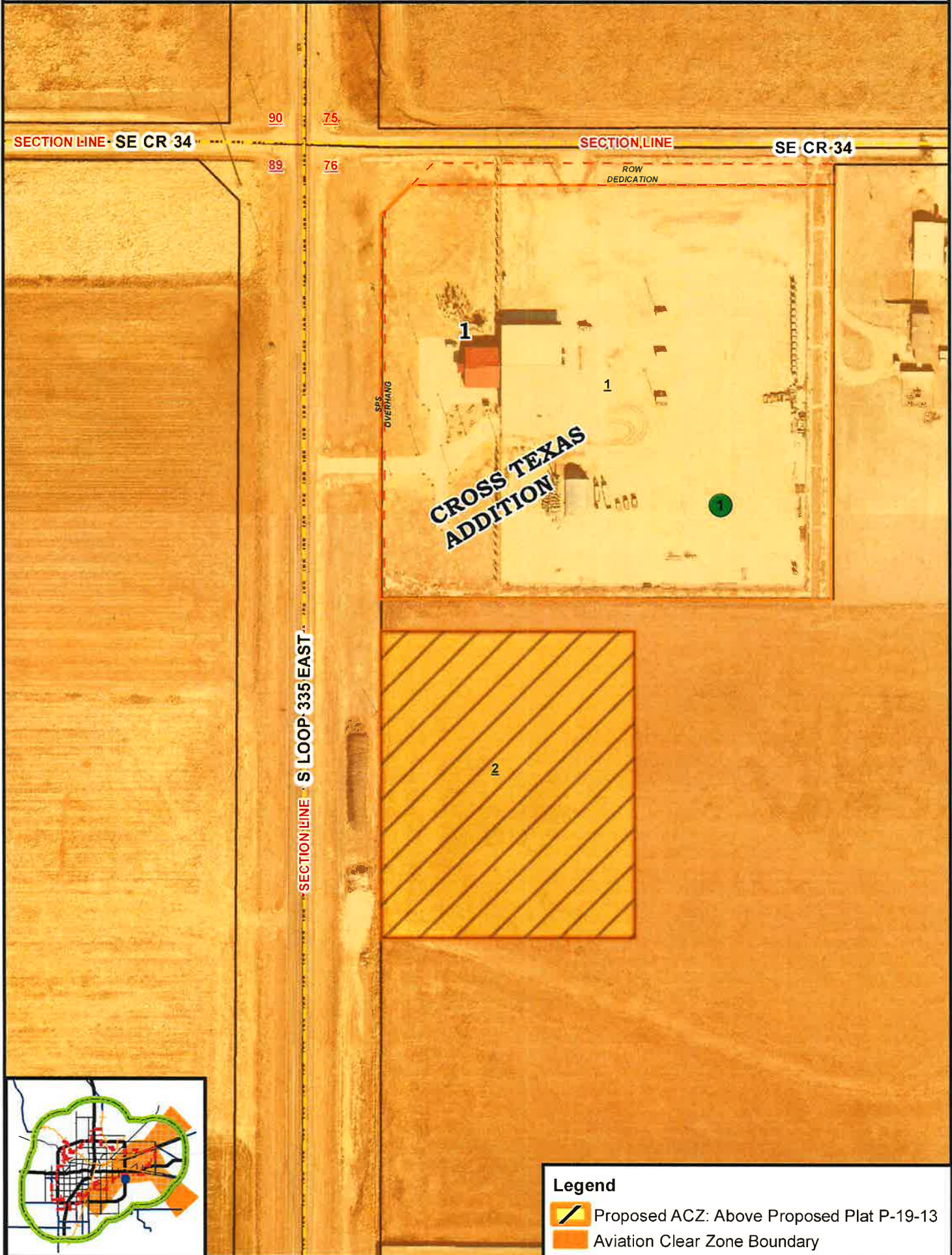
COUNTY OF RANDALL §

This instrument was acknowledged before me on this the 12<sup>th</sup> day of April, 2019,



  
Notary Public, State of Texas

# AVIATION CLEAR ZONE EASEMENT CASE ACZ-19-04 CROSS TEXAS ADDITION UNIT NO. 2



**Legend**

- Proposed ACZ: Above Proposed Plat P-19-13
- Aviation Clear Zone Boundary

**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Scale: 1 inch = 200 feet  
Date: 3/11/2019  
Case No: ACZ-19-04

Aviation Clear Zone Easement, being 3800 feet above mean sea level above the plat of Cross Texas Addition Unit No.2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 76, Block 2, AB&M Survey, Randall County, Texas.

Vicinity: Lakeside Dr. & SE 34th

Developer: KDH Real Property AP: T14

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



# Amarillo City Council Agenda Transmittal Memo



3A

<b>Meeting Date</b>	April 30, 2019	<b>Council Priority</b>	Redevelopment
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<b>Department</b>	Planning and Development Services	<b>Contact Person</b>	Andrew Freeman, Director of Planning and Development Services
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## Agenda Caption

Approval - Center City Tax Increment Reinvestment Zone #1 Developer Agreement for Chase Tower, LLC:

This item approves a Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the FirstBank Southwest Tower building located at 600 S. Tyler. A 90% property tax rebate over a 15-year period, to assist with converting two floors of office space to residential housing units.

## Agenda Item Summary

On April 11, 2019 the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #1 approved a request for TIRZ incentives associated with 600 S. Tyler, also known as FirstBank Southwest Tower. Originally built as an office building in 1971, the applicant is proposing to convert the 10th and 11th floors into residential housing units.

This project would consist of converting 21,000 square feet to approximately 12-18 units between 800-1,500 square feet each. The project includes an estimated \$2,500,000 of total construction costs, including utility/infrastructure improvements to the building to support residential construction. A minimum investment of \$1,900,000 will be required. The redevelopment of the structure meets the goals of the Downtown Strategic Action Plan by developing residential units within the TIRZ Boundary.

TIRZ assistance in the form of a property tax rebate is requested due to the higher costs of converting the floors to residential compared to maintaining the office as-is, as well as the risks involved in entering the residential market downtown. The developer has previously invested over \$2 million in fire sprinkler systems, chillers, energy management system, and fire detection that would assist with the residential conversion. Such TIRZ participation is consistent with the policy goals of the TIRZ Project and Financing Plan.

The Tax Reimbursement Developer Agreement stipulates a 90% reimbursement of annual increment generated by the project's ad valorem tax revenue above base year 2019, for fifteen years, with no cap.

## Requested Action

Approve as presented. This agreement was approved by the TIRZ #1 board 6-0-1 during their April 11, 2019 Board meeting. The item was presented to the Potter County Commissioners for comment on April 22, 2019.

## Funding Summary

Funding for this incentive is provided through the TIRZ #1 budget, and with this being a reimbursement the property owner must pay their annual taxes before receiving a reimbursement in June of the following year.

## Community Engagement Summary

Public TIRZ Board meeting held on April 11, 2019

## Staff Recommendation

Staff recommends approval as presented

**DEVELOPER AGREEMENT  
TAX INCREMENT REINVESTMENT ZONE NO. 1,  
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and Chase Tower, LLC (Developer).

The Zone and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the Zone and Developer have entered into this Agreement:

WHEREAS, on December 19, 2006, the City Council approved Ordinance No. 7012 establishing Tax Increment Reinvestment Zone Number One, City of Amarillo, Texas, (the "Zone") in accordance with the Tax Increment Financing Act, as amended (V.T.C.A., Tax Code, Chapter 311) to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, on November 13, 2007, pursuant to Ordinance No. 7076, the CITY approved Tax Increment Financing Reinvestment Zone Number One, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7012;

WHEREAS, pursuant to the Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund (TIF); also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7012, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these four goals: 1) Convention Hotel, 2) Urban Residential Development, 3) Office/Commercial/Retail Development, or 4) Ballpark/Family Entertainment Venues;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the Plan; and,

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Council on \_\_\_\_\_;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Site**

Developer owns or is under contract to purchase certain real property (the "Property"), which is within the city limits of Amarillo and the boundaries of the Zone. The Property is specifically described in Exhibit A.

**Section 2. Project & Financing**

The project involves redevelopment of 21,000 square feet (two floors) out of an existing 295,835 square foot building on multiple lots located at 600 S. Tyler into residential housing units (the "Private Improvements"), which are more particularly described on Exhibit B-1.

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

### **Section 3. TIF Participation: partial reimbursement of tax increment**

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of ninety percent (90%) of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed fifteen (15) years after the effective date stated herein. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year, commencing with the 2021 tax year, provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to (i) preexisting debt service and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement.

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance plus accrued interest under this Agreement, and under any other outstanding developer agreements within the Zone.

### **Section 4. Reimbursement Limited to TIF Fund**

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 19, 2036, as provided by Ordinance No. 7012 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

### **Section 5. Term**

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) expiration of fifteen years after commencement of reimbursements; or (c) the expiration of the term of the Zone.

### **Section 6. Exhibits**

The parties agree that each and every exhibit that is mentioned in and attached to this Agreement is a material part of this Agreement and each such exhibit is by this reference, incorporated into this agreement for all purposes as thought set forth verbatim here.

### **Section 7. Force Majeure**

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**Section 8. Indemnity**

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSIONS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD OR CITY UNDER TEXAS OR FEDERAL LAW.

**Section 9. M/WBE Goals**

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

**Section 10. Events of Default & Remedies**

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, including exhibits, which is not otherwise excused under the terms of this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

**Section 11. Venue and Governing Law**

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

**Section 12. Notices**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.



**If intended for Zone, to:**

Tax Increment Reinvestment Zone No. 1  
c/o City of Amarillo Planning and Development  
Services Department  
808 S. Buchanan St.  
Amarillo TX 79101  
Fax: 806/378-9388

**If intended for Developer, to:**

Chase Tower, LLC  
David Long  
Member  
5475 G Street  
Chino, CA 91710

**Copy to:**

Office of the City Attorney  
601 S. Buchanan St.  
Amarillo, Texas 79101  
Fax: 806/378-3018

**Copy to:**

Same as Developer

**Section 12. Severability**

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Section 13. Counterparts & Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

**Section 14. Captions**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**Section 15. Successors and Assigns**

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, Developer shall not assign this Agreement without prior Zone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the Zone shall not be required for an assignment to an Affiliate of Developer. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited), or to the Developer's financial institution.

**Section 16. Limited Rights and Non-waiver**

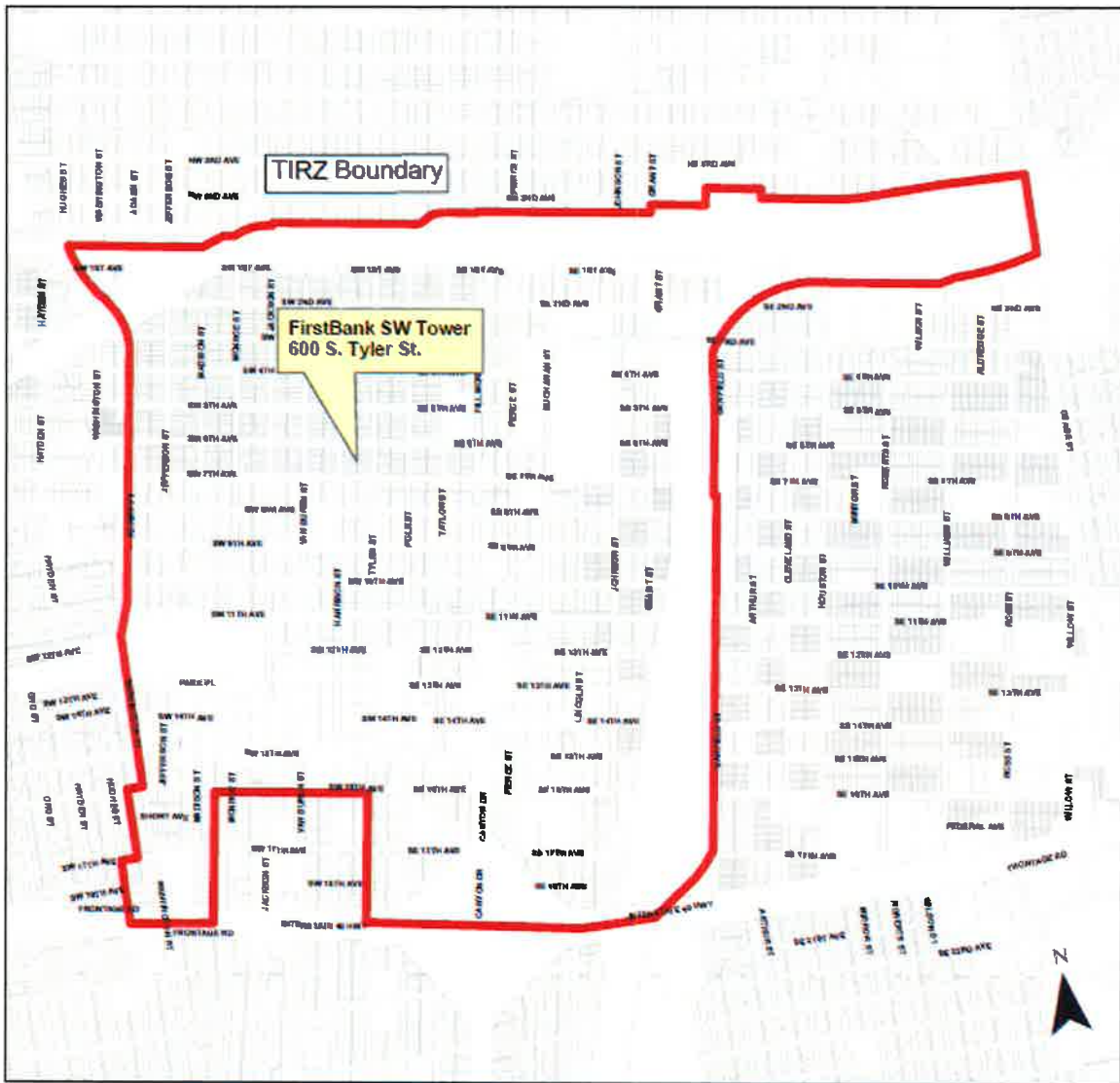
This agreement is intended only to establish the rights and obligations as between the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the Zone or the City and their respective officials, directors, members, employees, agents, assigns, successors.

**Section 17. Entire Agreement**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.



**EXHIBIT A**  
**MAP OF TIRZ BOUNDARY AND SITE LOCATION**



**SITE LEGAL DESCRIPTION**

**FirstBank Southwest Tower, 600 S. Tyler, and legally described as:**

<b>LOTS</b>	1-20
<b>BLOCK</b>	78
<b>ADDITION</b>	Glidden and Sanborn & Plemons
<b>CITY</b>	Amarillo, Texas
<b>COUNTY</b>	Potter County, Texas

**EXHIBIT B-1**  
**PRIVATE PROPERTY IMPROVEMENT**

**SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED**

Developer promises to redevelop the building, resulting in the following improvements to the Property described in Exhibit A:

Business/Land Use	<u>21,000</u> square feet (two floors) out of an existing <u>295,835</u> square foot office/mixed-use building to be converted to residential housing units
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**SECTION 2. FINANCIAL ANALYSIS**

Analysis indicates the financial feasibility of the Project is negatively affected due to the fiscal impacts created with the renovation and conversion of two floors to residential of this property. The proposed gap assistance will encourage and support the Project and is consistent with the goals of the Zone and public purpose to diversify the economy, increase residential units, eliminate un- and under-employment in the Zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

In order to make Developer's planned development financially feasible, Developer has requested that the Zone reimburse Developer for certain actual costs incurred for financial "gap" assistance per §311.010 of the Texas Tax Code and chapter 380 of the Texas Local Government Code.

**SECTION 3. DEVELOPER'S OBLIGATIONS**

As conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$1,900,000 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B-1 and the Agreement to which it is attached.
- Obtain a Certificate of Occupancy for the building on or before July, 2020.
- Anticipate the first reimbursement no earlier than June 1, 2022 based on 2021 property tax statements. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

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