

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, AUGUST 29, 2017 AT 3:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
 - (1) Review agenda items for regular meeting and attachments;
 - (2) HOPE Program Update;
 - (3) Discuss Proposed 2017-2018 Budget; and
 - (4) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
 - (1) Attorney consultation. Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071.
 - (a) Consultation with attorney regarding status of negotiations – MPEV lease agreement and related matters.
 - (2) Deliberations about Real Property. in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.072.
 - (a) Discuss and consider acquisition for municipal purposes, an office building and parking lot located in the downtown area.

REGULAR MEETING ITEMS

INVOCATION: Melanie Scott, Chaplain for Amarillo Association of Realtors

PLEDGE OF ALLIGENCE: Sean Villalobos

PROCLAMATIONS: "National Hunger Action Month"
"Floyd Anthony"

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

1. **CONSENT AGENDA:**

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

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

- A. **MINUTES:**
Approval of the City Council minutes of the special and regular meetings held on August 22, 2017.
- B. **ORDINANCE NO. 7676:**
(Contact: AJ Fawver, Planning & Zoning Director)
This is the second and final reading to rezone Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M. D. Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3) (Vicinity: Southwest 24th Avenue and South Van Buren Street.)
- C. **ORDINANCE NO. 7677:**
(Contact: AJ Fawver, Planning & Zoning Director)
This is the second and final reading to rezone a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3). (Vicinity: Temecula Creek Boulevard and Cabernet Way.)
- D. **ORDINANCE NO. 7678:**
(Contact: AJ Fawver, Planning & Zoning Director)
This is the second and final reading of an ordinance annexing into the City of Amarillo, Potter County, Texas, on petition of property owner, territory generally described as a 154.68 acre tract located northwest of the city northwest of the intersection of Ravenwood Drive and Tascosa Road (RM 1061), and extending north/northwest adjacent to the westernmost line of Tascosa Road (RM 1061) for a distance of 5,562', and out of an 883.57 acre tract situated in Section 24, Block 9, B.S.&F. Survey; describing the territory annexed; finding that all necessary and required legal conditions have been satisfied; providing for amendment of the boundaries and official map of the City; approving a service plan therefore; subjecting the property situated therein to bear its pro rata part of taxes levied; providing rights and privileges as well as duties and responsibilities of inhabitants of said territory; 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 an effective date.
- E. **AWARD -- VACCINE ANNUAL CONTRACT:**
(Contact: Casie Stoughton/Carol Hill/Hector Mendoza)
Awarded to Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) -- \$623,673.40
This is to award the Vaccine Annual Contract Bid No. 5832 to Minnesota Multistate Contracting for Pharmacy (MMCAP).
- F. **AWARD -- MECHANICAL SYSTEMS UPGRADES BOILER INSTALLATION AT AMARILLO RICK HUSBAND INTERNATIONAL AIRPORT:**
(Contact: Mike Conner, Director of Aviation)
Awarded to: West Techs Chill Water Specialist, LLC -- \$427,500.00
This item is award of the bid for the airport terminal boiler installation. Included in the bid scope were the following items:
1. Removal of existing steam boiler system.
2. Installation of the new closed-loop boilers previously procured.
3. Replacement of the domestic hot water heater.
- G. **AWARD -- THE PURCHASE OF NEW LIGHTS AND POLES FOR DOWNTOWN PROJECTS:**
(Contact: Trent Davis, Purchasing Agent)
Award to Techline Inc. -- \$249,535.65
This award is to approve the purchase of downtown lights and poles.

- H. **ACCEPTANCE – REFUGEE MEDICAL SCREENING GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grant Amount: \$424,083
Grantor: U.S. Committee for Refugees and Immigrants
This item accepts the award from the U.S. Committee for Refugees and Immigrants from October 1, 2017 thru September 30, 2018 to continue health screening services for refugees resettled in Potter/Randall Counties.

REGULAR AGENDA

2. **PUBLIC HEARING ON TAX INCREASE:**

THE CITY OF AMARILLO IS CONSIDERING A TAX RATE OF \$0.36364, WHICH IS GREATER THAN THE CURRENT RATE. THIS PROPOSED RATE WILL RAISE MORE TAXES THAN LAST YEAR’S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.33 PERCENT. THE TAX ON AN AVERAGE HOME LAST YEAR WAS \$434.32. THE TAX ON AN AVERAGE HOME WOULD BE \$476.49 UNDER THE PROPOSED RATE.

3. **RESOLUTION – AUTHORIZING THE CENTER CITY TAX INCREMENT REINVESTMENT ZONE NUMBER ONE 2017/2018 FISCAL YEAR BUDGET:**

(Contact: Michelle Bonner, Assistant City Manager)

This resolution approves the 2017/2018 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors.

4. **RESOLUTION – INTENT TO ESTABLISH A CITY OF AMARILLO PACE PROGRAM:**

(Contact: Andrew Freeman, Economic Development Manager)

This item approves a Resolution of Intent to Establish a City of Amarillo PACE Program.

5. **RESOLUTION – APPROVES AND RATIFIES THE MEET AND CONFER AGREEMENT BETWEEN THE CITY OF AMARILLO AND THE AMARILLO POLICE OFFICERS ASSOCIATION:**

(Contact: Bob Cowell, Deputy City Manager)

This is a resolution ratifying the meet and confer agreement with the Amarillo Police Officers Association, providing for an effective date.

6. **APPROVAL – CHANGE ORDER NO. 2 – MILLING AND OVERLAY OF VARIOUS STREETS:**

Original Contract:	\$1,429,471.05
Previous Change Orders:	200,000.00
Current Change Order:	<u>96,039.90</u>
Revised Contract Total:	\$1,725,510.95

This is to approve Change Order No. 2 which adds a profile mill and overlay of Buchanan Street from 6th Avenue to 11th Avenue, and Pierce and Fillmore Streets at their intersection with 6th Avenue to match the scope of the existing contract. This Change Order also proposes unit adjustments to proposed 26th Avenue from Paramount Boulevard to Georgia Street as well as on Ross Street from I-40 to 3rd Avenue.

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

Posted this 25th day of August 2017.

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

www.amarillo.gov/granicus

Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 22nd day of August 2017, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

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

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

JARED H. MILLER
BOB COWELL
MICK MCKAMIE
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
MANAGEMENT ANALYST
CITY SECRETARY

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

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

PUBLIC COMMENT:

Jerri Glover, 5707 Berget Drive, spoke in favor of relocating the Confederate statute currently in Ellwood Park. Mike Moore, 3537 Tripp Avenue, stated he was a member of the Sons of the Confederate Veterans. He stated Confederacy was more than just slavery. There are 163 Confederates buried in Amarillo. He asked that the statute be left up. Mildred Darton, 2005 Northwest 14th Avenue, acknowledged Bob Cowell's leaving. Barbara Ann Burnette, 4406 Prairie Avenue, stated she would like the citizens to be able vote on whether the statute stays or not. She further stated she does not want to pay for parking downtown. Nick Smart, 6110 Calumet Road, spoke on the proposed golf permits fee increases. Floyd Anthony, 910 South Avondale Street, stated all symbols of Confederacy are linked to slavery. He further stated the NAACP Branch calls for the removal of all symbols of the Confederacy. James Schenck, 6216 Gainsborough Street, stated more research is needed on Robert E. Lee who fought for this country. He stated most people did not know the statute even existed. He suggested a plaque explaining the statute. He also stated he hoped the City has a parking problem downtown. Rusty Tomlinson, 5700 Canyon Drive, stated the Confederacy was not all about slavery, He read from the Declaration of Causes dated February 2, 1861 (A declaration of the causes which impel the State of Texas to secede from the Federal Union). Angela Clark, 207 Butadieno, Borger, stated slavery was a terrible thing that happened. She stated the statute was a symbol of oppression and must be remembered because history cannot be sanitized. James Roberts, 17400 Morning Star, Canyon, stated the person on the statute fought in the war. Later he was a Justice of Peace and severed two terms in the House of Representatives. He stated the statute has been in the park for 86 years with no one complaining. He proposed a bill to protect all monuments. He further stated Amarillo needs to be a role model and leave the statutes and monuments alone. His online petition has 5200 signatures. Matthew D. Ricks, 4511 South Bonham Street, stated 22 veterans commit suicide every day. He stated Confederate soldiers were given the same benefits. He inquired if in 50-years names would be removed from current memorials. He stated there was no such thing as a good war. They are generally about races, creeds and religions and without the history, history would repeat itself again. Eloy Heras, 1604 South Harrison Street, stated he was a veteran and there were 20,000 Hispanics who fought in the Civil War. He stated Arlington Cemetery was the property of Robert E. Lee. Mr. Heras stated

900,000 civilians and military died in that war. He asked that the statute be left up and many people did not know it was even in the park. Trey Bates, 8530 South Western Street, stated the civil war was a bad war which was fought over taxation and there was a lot of slavery on both sides. He stated the country will fall if we do away with our history. He stated the hatred needs to stop. Edith DiTommaso, 1613 (B) Bowie Street, expressed grief about what happen in Charlottesville. VA recently. She spoke out against bigotry, and all forms of hatred speeches. Thomas Politz, 7906 London Court, stated there was a lot at stake and as a Pastor in the community he expressed deep love and respect for Council. He stated leaders are individual thinkers and effective leaders make wise decisions. He asked for a possible creative solution such as, what can we build together. There were no further comments.

ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approval of the consent agenda, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

- A. **MINUTES:**
Approval of the City Council minutes of the regular meetings held on August 15, 2017.
- B. **AWARD – PROFESSIONAL ENGINEERING SERVICES:**
(Contact: Ron Burton, Water Production Superintendent)
Awarded to: Alan Plummer Associates, Inc. – Not to exceed \$162,500
This item is for the design of the rehabilitation of Filer Nos. 5-8 and design of Filter to Waste capability for Filters Nos. 1-8. Also, includes design of backwash recovery from the lagoons to the piping upstream of the ozone contactor.
- C. **AWARD -- SNOW REMOVAL EQUIPMENT (SRE) AND MODIFICATIONS FOR AIRPORT BUILDING 502:**
(Contact: Mike Conner, Airport Director)
Awarded to: Haynes Fire Protection -- \$118,950.00
This item awards the bid for Snow Removal Equipment (SRE) fire suppression system repair and upgrades for Building 502 at the Amarillo Rick Husband international Airport.
- D. **APPROVAL -- AMENDMENT OF CONTRACT NO. CP1704 BETWEEN THE CITY OF AMARILLO, TEXAS AND THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS: STATE ENERGY CONSERVATION OFFICE (AGREEMENT-IN-PRINCIPLE PROGRAM):**
(Contact: Chip Orton, Emergency Management Coordinator)
This amendment is a yearly occurrence where funds are transferred to cover costs as we reevaluate costs near the end of the fiscal year. Money is being transferred from other and Benefits accounts to cover Salaries and Indirect Costs.
- E. **APPROVAL -- INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO, TEXAS AND THE VILLAGE OF LAKE TANGLEWOOD:**
(Contact: Chip Orton, Emergency Management Coordinator)
This item approves an interlocal agreement between the City of Amarillo, Texas and the Village of Lake Tanglewood for the ability of the Office of Emergency Management to activate the Village's Outdoor Warning Sirens and for Radio Communications to maintain and repair the same.
- F. **APPROVAL – CITY MANAGEMENT EXECUTION OF STANDARD UTILITY AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR 12” WATER MAIN RELOCATION IN I-40 EAST BOUND FRONTAGE ROAD AT BELL STREET:**
(Contact: Floyd Hartman, CIP Director)
This item is to approve the Agreement for City execution for the relocation of an existing water main in TxDOT right-of-way.

G. **APPROVAL – CITY MANAGEMENT EXECUTION OF EMERGENCY WORK AUTHORIZATION WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR RELOCATION OF SANITARY SEWER MAIN IN BELL STREET SOUTH OF I-40:**

(Contact: Floyd Hartman, CIP Director)

This item is to approve the Emergency Work Authorization for City execution for the relocation of an existing sanitary sewer main.

H. **APPROVAL – LICENSE AND HOLD HARMLESS AGREEMENT:**

License and Hold Harmless Agreement to encumber two (2) 5' x 80' subsurface areas of public right-of-way (South Tyler Street and Southwest 4th Avenue) for underground fiber optic lines between Block 1, Glidden and Sanborn Unit No. 13, Block 35, Glidden and Sanborn Unit No. 8, and Block 34, Glidden and Sanborn Unit No. 1, all in Section 169, Block 2, AB&M Survey, Potter County.

I. **APPROVAL -- AVIATION CLEAR ZONE EASEMENT:**

Aviation Clear Zone Easement being 4,950 feet above mean sea level above the plat of Osage Acres Unit No. 7, an addition to the City of Amarillo, being a replat of a portion of Lot 21, Osage Acres Unit No. 1, in Section 148, Block 2, AB&M Survey, Randall County, Texas.

J. **ACCEPTANCE – TEXAS TRAFFIC SAFETY GRANT AGREEMENT – STEP COMPREHENSIVE GRANT:**

(Contact: Sergeant Wes Hill, Amarillo Police Department)

Grantor: Texas Department of Transportation

Grant Amount: \$169,048.88

Match Amount: 42,677.50

Total Awarded: \$211,726.38

This item accepts the Fiscal Year 2018 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

REGULAR AGENDA

ITEM 2: Mayor Nelson held a public hearing and presented the first reading of an ordinance rezoning Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M. D. Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3) (Vicinity: Southwest 24th Avenue and South Van Buren Street.) AJ Fawver, Planning Director, presented this item. Mayor Nelson opened a public hearing on this item. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Hays, that the following captioned ordinance be passed:

ORDINANCE NO. 7676

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST TWENTY FOURTH AVENUE AND SOUTH VAN BUREN STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3: Mayor Nelson held a public hearing and presented the first reading of an ordinance rezoning a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey,

Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3). (Vicinity: Temecula Creek Boulevard and Cabernet Way.) AJ Fawver, Planning Director, presented this item. Mayor Nelson opened a public hearing on this item. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7677

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF TEMECULA CREEK BOULEVARD AND CABERNET WAY, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4: Mayor Nelson held a public hearing and presented first reading of an ordinance annexing into the City of Amarillo, Potter County, Texas, on petition of property owner, territory generally described as a 154.68 acre tract located northwest of the city northwest of the intersection of Ravenwood Drive and Tascosa Road (RM 1061), and extending north/northwest adjacent to the westernmost line of Tascosa Road (RM 1061) for a distance of 5,562', and out of an 883.57 acre tract situated in Section 24, Block 9, B.S.&F. Survey; describing the territory annexed, finding that all necessary and required legal conditions have been satisfied; providing for amendment of the boundaries and official map of the City; approving a service plan therefore; subjecting the property situated therein to bear its pro rata part of taxes levied; providing rights and privileges as well as duties and responsibilities of inhabitants of said territory; 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 an effective date. AJ Fawver, Planning Director, presented this item. Mayor Nelson opened a public hearing on this item. Joe Watkins, 7609 Countryside, stated he appreciated Council considering approval of the annexation. He further stated this development would occur in three phases. Allen Finegold, 2601 North Grand Street, encouraged the Council to have a study done on projects considered within the City, particular topography and cost of thoroughfares before annexations are accepted in the future. There were no further comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Smith, seconded by Councilmember Powell, that the following captioned ordinance be passed:

ORDINANCE NO. 7678

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS A 154.68 ACRE TRACT LOCATED NORTHWEST OF THE CITY NORTHWEST OF THE INTERSECTION OF RAVENWOOD DRIVE AND TASCOSA RD (RM 1061), AND EXTENDING NORTH/NORTHWEST ADJACENT TO THE WESTERNMOST LINE OF TASCOSA RD (RM 1061) FOR A DISTANCE OF 5,562', AND OUT OF AN 883.57 ACRE TRACT SITUATED IN SECTION 24, BLOCK 9, B.S.&F. SURVEY; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; 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 AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 5: Mayor Nelson presented a resolution approving the 2017/2018 Amarillo Convention and Visitor Council budget with funding from hotel/motel occupancy tax revenue collected within the City. The Amarillo Convention and Visitor Council performs tourism, convention and cultural events, promotions and recruitment efforts for the City. This item was presented by Dan Quandt, Convention and Visitor Council. Motion was made by Councilmember Sauer, seconded by Councilmember Powell, that the following captioned resolution be passed:

RESOLUTION NO. 08-22-17-1

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING EXPENDITURE OF HOTEL OCCUPANCY TAX REVENUE BY THE AMARILLO CONVENTION AND VISITOR COUNCIL FOR THE FISCAL YEAR OCTOBER 1, 2017 TO SEPTEMBER 30, 2018.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 6: Mayor Nelson presented a resolution approving the FY2017-18 Amarillo Economic Development Corporation budget. This budget is funded by an existing one-half cent local sales tax and is utilized to attract and develop industrial, manufacturing and associated economic development enterprises as well as to retain and expand existing qualified businesses. These activities create employment and economic development opportunities for our community. This budget is recommended for approval by the Amarillo Economic Development Corporation Board of Directors. This item was presented by Barry Albrecht, Amarillo Economic Development Corporation. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned resolution be passed:

RESOLUTION NO. 08-22-17-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2017-2018 FOR THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 7: Mayor Nelson presented a resolution requesting the City Council approve a resolution approving the submission of a loan application for an additional \$12,500,000 to fund the anticipated construction, construction engineering services, special services, financial services, and contingencies to replace the existing Lift Station 32. The TWDB approval for the planning and design of the project was included in TWDB project #73663 of which \$2,615,473 is still available for construction. The City's consultant has prepared plans and specification bid documents to a sufficient level for the project to qualify to apply for the construction funding. This item was presented by Floyd Hartman, CIP Director. Motion was made by Councilmember Sauer, seconded by Councilmember Hays, that the following captioned resolution be passed:

RESOLUTION NO. 08-22-17

Application Filing and Authorized Representation Resolution

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 8: Mayor Nelson presented a resolution creating and appointing members to a citizen advisory committee for the photographic traffic signal enforcement system as required by state law. The Photographic Traffic Signal Enforcement Citizen Advisory Committee must consist of one member appointed by each member of the City Council. The Citizen Advisory Committee will review traffic engineering studies and advise City Council on the installation and operation of the photographic traffic signal enforcement system. This item was presented by Michael Padilla, Traffic Field Superintendent. Mr.

Miller suggested using the existing Traffic Advisory Board to avoid creating another board. Mr. Padilla stated they had not heard from Mr. Everhart and Mr. Downey's term has expired but he is willing to serve until he is replaced. Mayor Nelson nominated Barbara Richardson, Councilmember Hays nominated Charlie Graham, Councilmember Powell nominated Scottie South, Councilmember Sauer nominated Adam Schaer and Councilmember Smith nominated Steve Rogers. Motion was made by Councilmember Powell to approve the appointments as stated, seconded by Councilmember Hays, that the following captioned resolution be passed:

RESOLUTION NO. 08-22-17-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPOINTING A CITIZEN ADVISORY COMMITTEE ON THE INSTALLATION AND OPERATION OF THE PHOTOGRAPHIC TRAFFIC ENFORCEMENT SYSTEM; PROVIDING FOR SEVERABILITY CLAUSE, SAVINGS CLAUSE AND EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 9: Mr. Miller asked that this item be tabled until they have had time to contact other entities to review theirs or adopt other items to be added to the City's plan. Mr. Grubbs stated they would get with landscapers and nurseries to review the plan going forward the next five-years. Mayor Nelson stated it would also give citizens the opportunity to review and comment on the plan. Motion was made by Councilmember Powell to table this item until after public engagement and a meeting with the Environmental Task Force; seconded by Councilmember Sauer.

RESOLUTION NO. 08-22-17

A RESOLUTION OF THE AMARILLO CITY COUNCIL AMENDING THE WATER CONSERVATION PROGRAM FOR THE CITY OF AMARILLO, ORIGINALLY ADOPTED IN 2002 AND LAST AMENDED IN 2007; PROVIDING AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE: PROVIDING A SAVINGS CLAUSE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 10: Mayor Nelson presented an item approving the construction contract for Wastewater Collection Improvements for the replacement of select sanitary sewer lines utilizing the pipebursting method. The location of this project targets specific areas identified by the Wastewater Collection Department. This item was presented by Alan Harder, Civil Engineer. Motion was made by Councilmember Sauer, seconded by Councilmember Hays, that this item be approved.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Item Taken Out of Order

ITEM 11: Mayor Nelson presented an item approving a performance-based incentive to Fairly Consulting Group, LLC/Occunet, LLC for the creation of new employment positions in Amarillo. The expansion of The Fairly Group will bring 100 new jobs to Amarillo with a gross annual payroll of \$5,700,000. The Fairly Group is headquartered in Amarillo and provides risk management and medical cost containment services to companies across the nation. The Fairly Group also operates offices in Houston and Denver. This expansion project prescribes The Fairly Group create jobs first and then receive incentive payments upon the achievement of annual performance metrics. Should The Fairly Group meet or exceed its stipulated performance metrics under this Agreement, the Amarillo Economic Development Corporation's total investment in this expansion project shall be \$1,800,000. The Fairly Group must create new jobs above its current headcount of 72 employees and corresponding payroll of \$6,200,000. This project was approved by the Amarillo Economic Development Corporation Board of Directors at its regular meeting on August 15, 2017. This item was presented by Barry Albrecht, President, Amarillo Economic Development Corporation. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that this item be approved.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

DRAFT

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	Community Appearance
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: SW 24th Ave. & S Van Buren St.

Rezoning of Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M D Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3)

Agenda Item Summary

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

During the site visit, Planning Department staff noticed that - in all directions of this property are low density residential uses except to the west where the existing Amarillo College campus is located; furthermore, this proposal lies on the eastern side of the established Amarillo College campus area.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “Neighborhood Conservation (NC) and General Commercial (GC)” land use. The Comprehensive Plan states that the character and intensity of the land use category would encompass attached public/institutional facilities which meet the both land use definitions.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of lower density at section line corners to areas of high density. This concept of development ensures that commercial areas will have less of an impact to residential areas. This concept does affect the Neighborhood Unit Concept as this request does follow along the section line; however, it is important to note that this area was developed before the Neighborhood Unit Concept was adopted by City Council.

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

- Emphasis on infill development and encouraging development in existing undeveloped portions of the city where utility services are already available. *(page 3.3, Growth Management &*

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Capacity)

The requested zoning change would create a logical continuation of the R-1/S-3 zoning in the area that the remainder of the Amarillo College campus is already zoned as, and this proposed project use would be allowed within, by right.

Requested Action

The applicant is requesting the rezoning of Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M D Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3) in order to expand the current Amarillo College Washington Street Campus.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 25 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 6:1 vote of the Planning and Zoning Commission at its August 14, 2017 public meeting.

City Manager Recommendation

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

ORDINANCE NO. 71576

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST TWENTY FOURTH AVENUE AND SOUTH VAN BUREN STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M D Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3).

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

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

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

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

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Looking north up South Van Buren Street with the proposed rezoning on the right.



Looking south down South Van Buren Street with the proposed rezoning on the left.



Looking west across the street from the proposed rezoning tract.



Looking northeast in front of where the new campus building will be located to the right.



Looking northeast from the extreme southwest of the parking lot at where the new building will be.



Looking west from the center of the parking lot.



Looking southwest from the center of the parking lot at the location where the new building will be.



Looking southeast towards the lone residence not owned by the Amarillo College on this block



Looking east from the center of the parking lot which is part of the rezoning tract.



Looking north from the center of the parking lot which is part of the rezoning tract.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	Community Appearance
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: Temecula Creek Blvd. & Cabernet Way

Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3).

Agenda Item Summary

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

This rezoning request is consistent with Phase 2 of the preliminary plan for this development, approved 9/12/2016. The preliminary plan was designed for the creation of a large residential subdivision that is incorporated in a Public Improvement District.

This rezoning request is inconsistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future "rural" land use. The Comprehensive Plan states that the character and intensity of the land use category would encompass lower density developments with open space. Although the portion of the site to be developed will not represent the large lot sizes mentioned in the future land use description, it is also recognized that there has been a change in conditions within the area that did not exist at the time of the Future Land Use Map adoption.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher density at section line corners to areas of lower density toward the center of the section. This concept of development ensures that commercial areas will have less of an impact to residential areas. This rezoning request does partially follow the Neighborhood Unit Concept as it would allow for a higher density type of residential development to occur along a section line while the interior would remain, at this time, Agriculture district (A). The section line intersections in this area are currently undeveloped and remain Agriculture district as well for which the Neighborhood Unit Concept might support future neighborhood services, retail, or commercial activity. This type of development at these intersections would further the compliance of the Neighborhood Unit Concept by this section of land.

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The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. One of these strategies is an emphasis on infill development and encouraging development in existing undeveloped portions of the city where utility services are already available. (page 3.3, Growth Management & Capacity) This action strategy is supported in this situation as the requested zoning change would create the opportunity for development in a place where little development besides this subdivision has occurred since its annexation on 6/13/2006.

Requested Action

The applicant is requesting the rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3) in order to begin Phase 2 of the subdivision known as The Vineyards.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 19 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its August 14, 2017 public meeting.

City Manager Recommendation

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

ORDINANCE NO. 7677

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF TEMECULA CREEK BOULEVARD AND CABERNET WAY, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3). Further described in Exhibit A.

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

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

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

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

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Ordinance No. _____

EXHIBIT A

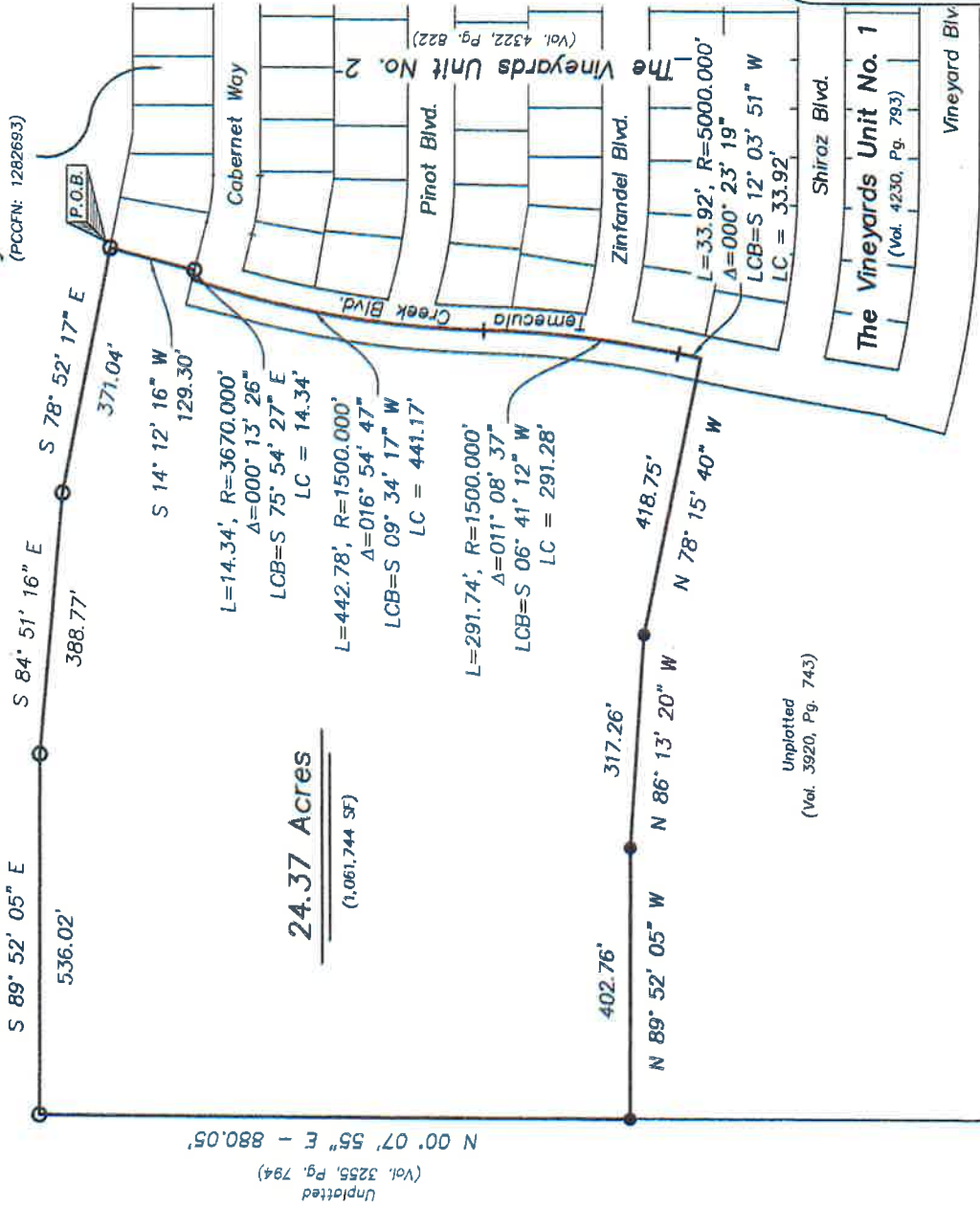
Rezoning A to R-3

LEGEND

- = 1/2" IRON ROD W/ YELLOW CAP SET
- = 1/2" IRON ROD W/ YELLOW CAP FOUND

Unplotted
(Vol. 3255, Pg. 794)

The Vineyards Unit No. 4
(PCORN: 1282693)



24.37 Acres
(1.061,744 SF)

Unplotted
(Vol. 3920, Pg. 743)

NOTES

1. BEARINGS BASED ON U.S. STATE PLANE OF 1983 - TEXAS NORTH ZONE UTILIZING THE CITY OF AMARILLO GPS CONTROL NETWORK.
2. DISTANCES SHOWN ARE GROUND DISTANCES.
3. GRID TO GROUND SCALE FACTOR: 1.0002507

1" = 200'



STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

COUNTY OF COLLINGSWORTH :

IN WITNESS THEREOF, my hand and seal, this the 17th day of July, A.D., 2017.



Richard E. Johnson
Richard E. Johnson
Registered Professional
Land Surveyor #4263

A Plat of 24.37 Acres out of Section 191,
Block 2, A. B. & M. Survey,
Potter County, Texas

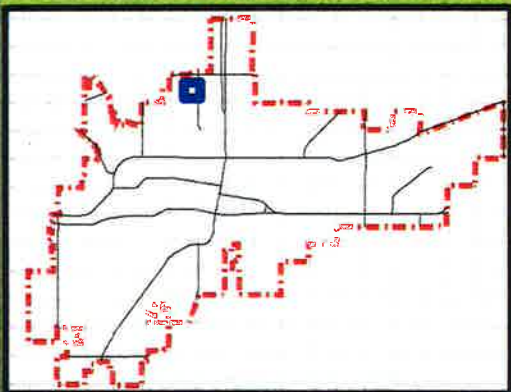
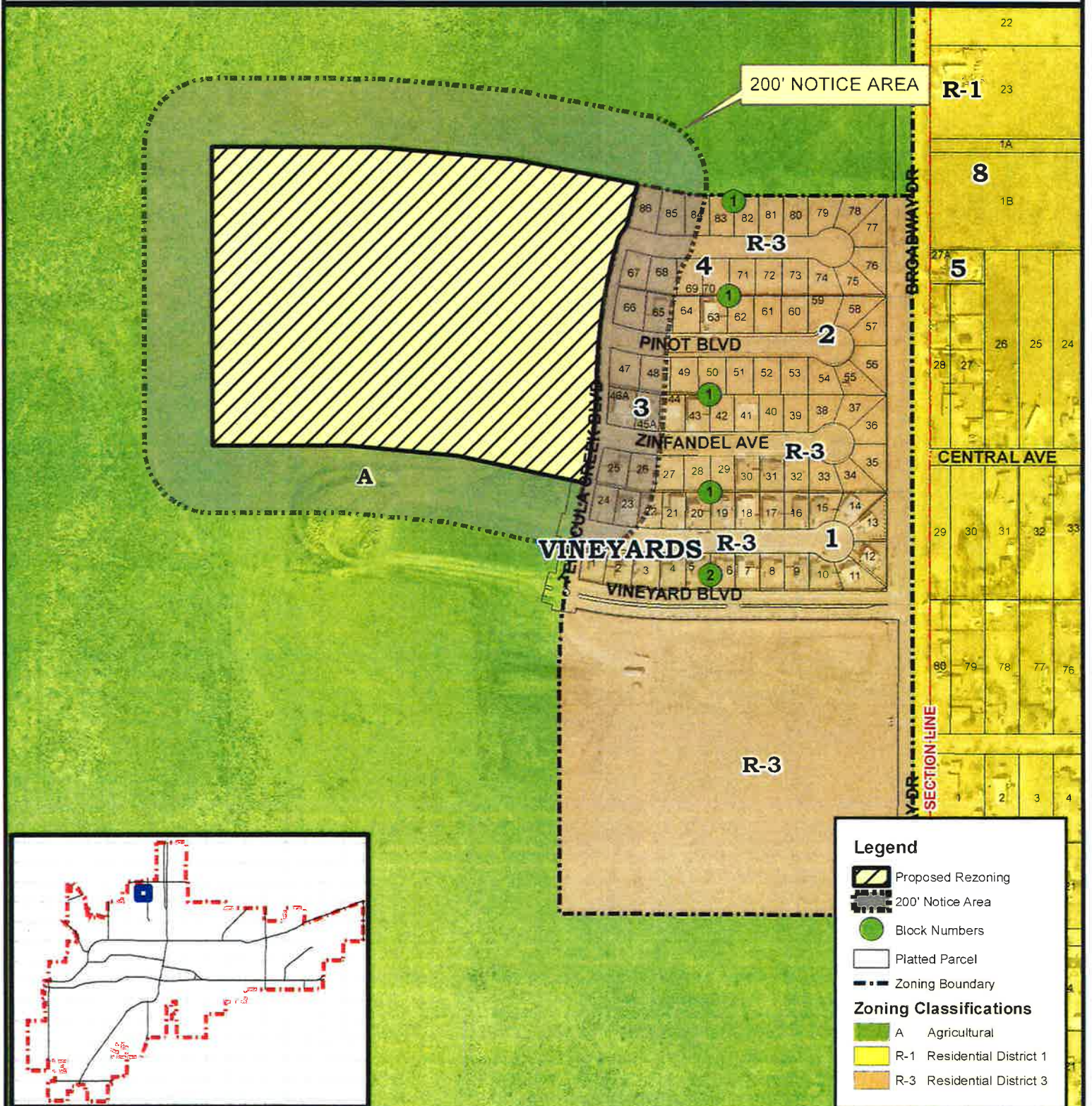
SCALE: 1" = 200'
DATE: 07/13/17
Firm No. 10090900
DRAWN BY: JA
FILE NAME:

806-352-7117
2420 Lakeview Drive
Amarillo, Texas 79109

OLD OJD Engineering, Inc.
Consulting Engineers & Surveyors

Reszone from Ag to R-3
DRAWING NUMBER

**CASE Z-17-19
 REZONING FROM AGRICULTURAL DISTRICT (A)
 TO RESIDENTIAL DISTRICT 3 (R-3)**



Legend

- Proposed Rezoning
- 200' Notice Area
- Block Numbers
- Platted Parcel
- Zoning Boundary

Zoning Classifications

- A Agricultural
- R-1 Residential District 1
- R-3 Residential District 3

**CITY OF AMARILLO
 PLANNING DEPARTMENT**

Scale: 1 inch = 400 feet
Date: 7/21/2017



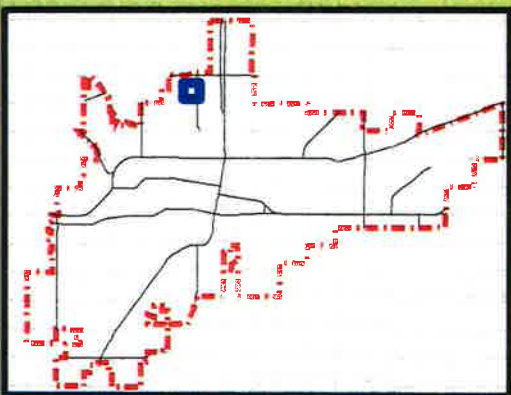
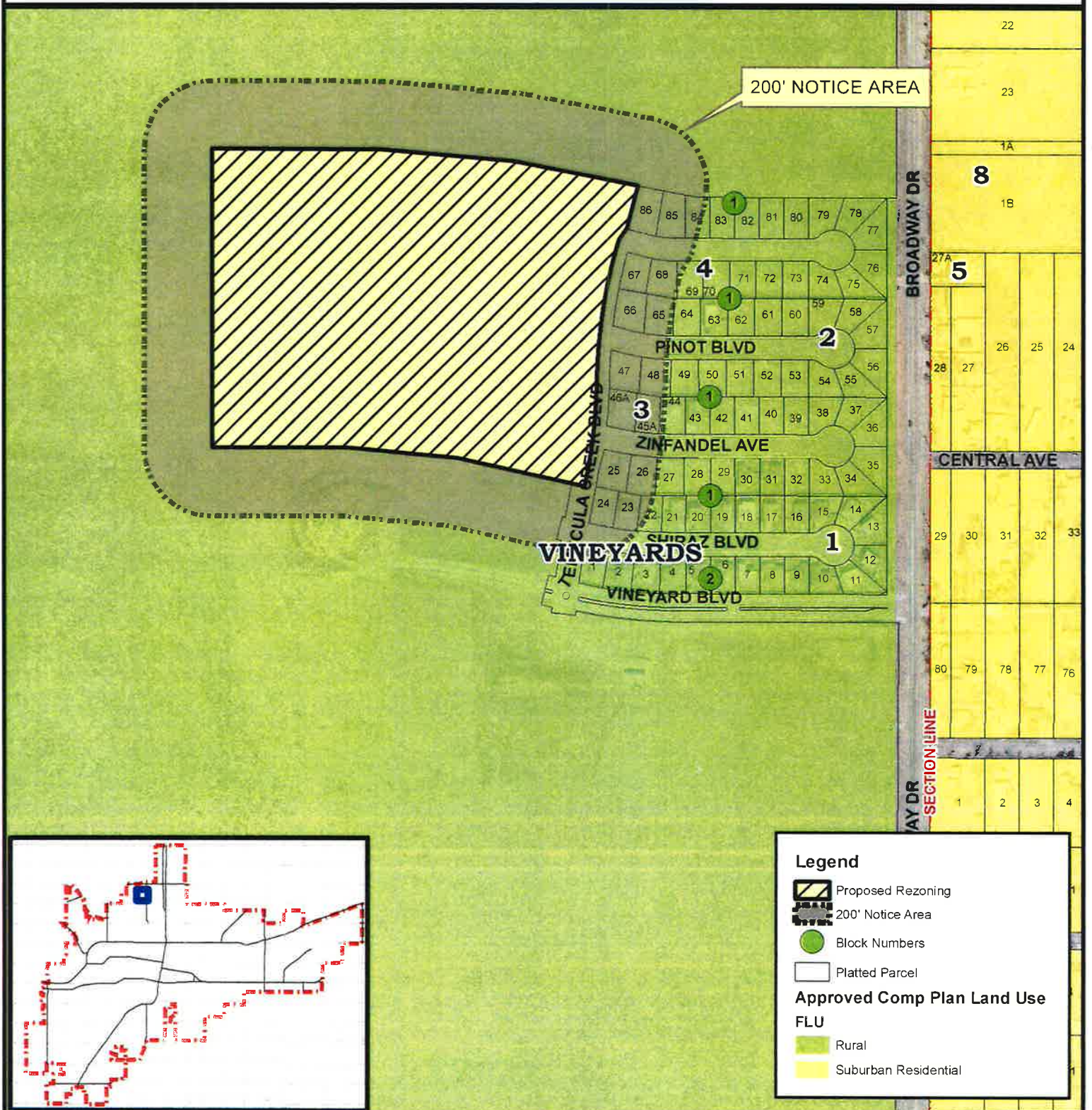
Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3).

Applicant: Che Shadle

Vicinity: Temecula Creek Blvd. & Cabernet Way

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.

**CASE Z-17-19
REZONING FROM AGRICULTURAL DISTRICT (A)
TO RESIDENTIAL DISTRICT 3 (R-3)**



Legend

- Proposed Rezoning
- 200' Notice Area
- Block Numbers
- Platted Parcel

Approved Comp Plan Land Use

FLU

- Rural
- Suburban Residential

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3).

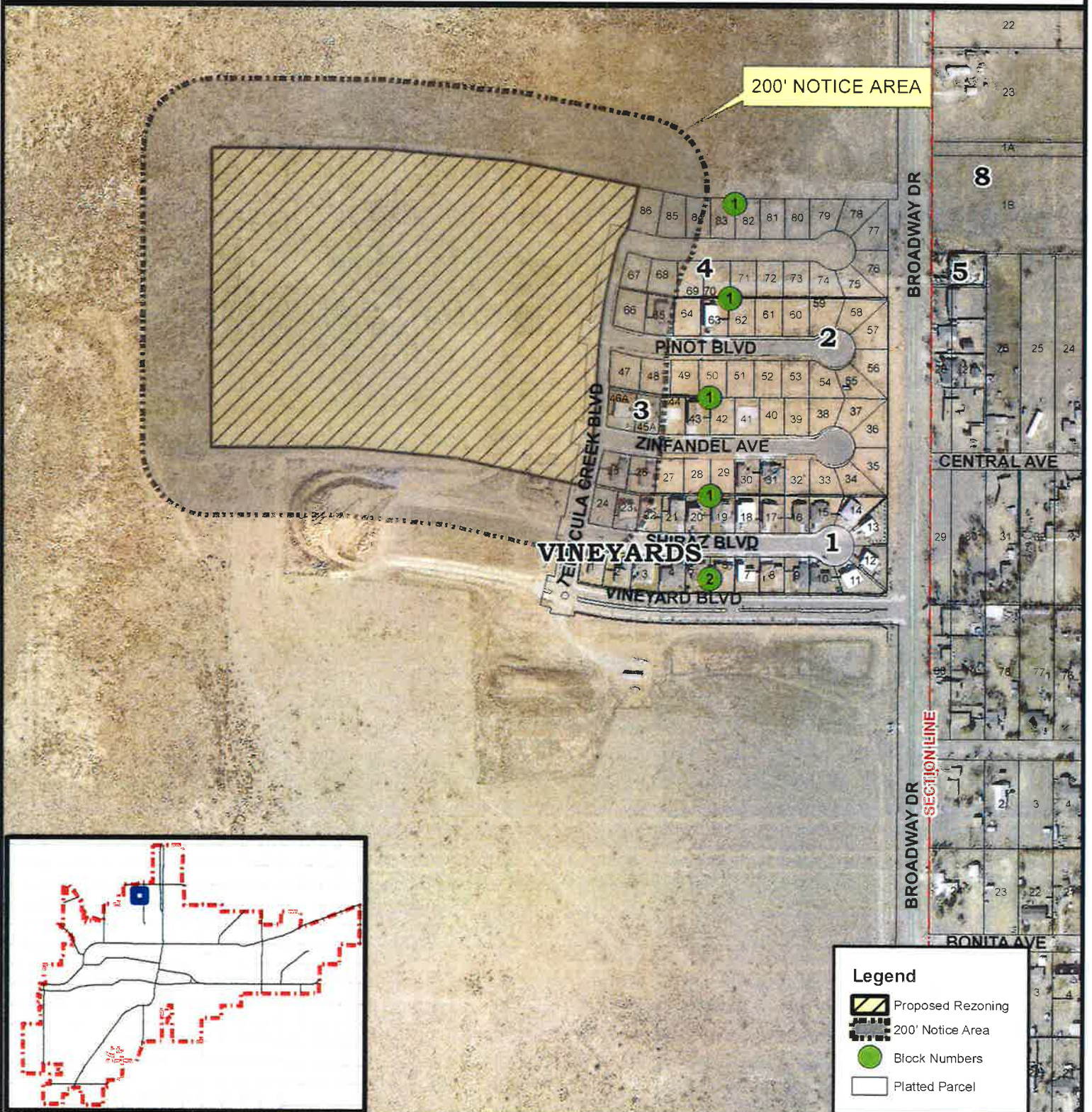
Applicant: Che Shadle

Vicinity: Temecula Creek Blvd. & Cabernet Way

Scale: 1 inch = 400 feet
Date: 7/21/2017



**CASE Z-17-19
 REZONING FROM AGRICULTURAL DISTRICT (A)
 TO RESIDENTIAL DISTRICT 3 (R-3)**



**CITY OF AMARILLO
 PLANNING DEPARTMENT**

**Rezoning of a 24.37 acre tract of land in Section 191, Block 2,
 AB&M Survey, Potter County, Texas plus one-half of all bounding
 streets, alleys, and public ways to change from Agriculture District
 (A) to Residential District 3 (R-3).**

Applicant: Che Shadle

Vicinity: Temecula Creek Blvd. & Cabernet Way

**Scale: 1 inch = 400 feet
 Date: 7/21/2017**



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Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	Consent Agenda – ACZ Easement
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Department	Planning	Contact	AJ Fawver
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Agenda Caption

Aviation Clear Zone Easement, being 4,950 feet above mean sea level above the plat of Osage Acres Unit No. 7, an addition to the City of Amarillo, being a replat of a portion of Lot 21, Osage Acres Unit No. 1, in Section 148, 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 Osage Acres Unit No. 7.

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 4,950 feet above mean sea level for the plat of Osage Acres Unit No. 7.

Requested Action

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

Amarillo City Council Agenda Transmittal Memo



Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 17-05.

ORDINANCE NO. 7278

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS A 154.68 ACRE TRACT LOCATED NORTHWEST OF THE CITY NORTHWEST OF THE INTERSECTION OF RAVENWOOD DRIVE AND TASCOSA RD (RM 1061), AND EXTENDING NORTH/NORTHWEST ADJACENT TO THE WESTERNMOST LINE OF TASCOSA RD (RM 1061) FOR A DISTANCE OF 5,562', AND OUT OF AN 883.57 ACRE TRACT SITUATED IN SECTION 24, BLOCK 9, B.S.&F. SURVEY; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; 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 AN EFFECTIVE DATE

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 City of Amarillo's policy is not to pursue involuntary annexations; and,

WHEREAS, annexation enables communities to encompass property at or before development occurs, and development is planned for this property as expressed by the petitioner; and,

WHEREAS, these statements substantiate that surrounding the area is in the public interest, as outlined in Local Government Code Section 43.057, permitting annexation that surrounds an area when a finding is made that doing so is in the public interest; and,

WHEREAS, pursuant to Texas Local Government Section 43.028, the owners of the property described in Exhibit A (hereinafter the "Area") have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and,

WHEREAS, the Area is one-half mile or less in width and vacant, without residents; 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 made a part hereof for all purposes; and the City of Amarillo is able to provide such services by any of the methods by which the City extends the services to any other area of the City; and,

WHEREAS, the notice, publication, time periods and other procedural requirements of Chapter C-1 of the Texas Local Government Code have been complied with, including with respect to this annexation that three 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, the first on July 18th of 2017, the second on August 1st of 2017, and the third on August 22nd of 2017; and,

WHEREAS, the hereinafter described properties and territory lies within the extraterritorial jurisdiction of the City of Amarillo;

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 is 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. It is further found that those characteristics of land use, population density and topography which distinguish this Area from other areas of San Angelo are considered a sufficient basis for providing a different level of services in the annexed Area.

SECTION 5. Pro Rata Share of Taxes. The annexed Area, being a part of the City of Amarillo for all purposes, the property situated herein shall bear its pro rata part of taxes levied by the City of Amarillo.

SECTION 6. 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 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 that 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 will become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 22nd day of August, 2017; and PASSED on Second and Final Reading on this the 29th day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council Agenda Transmittal Memo



Process to Date

In reaching agreement on proceeding with the petition, the following calendar of annexation proceedings was adopted, as prescribed under Chapter 43 of the Local Government Code.

First public hearing	July 18, 2017
Second public hearing	August 1, 2017
Introduction of annexation ordinance, on first reading	August 22, 2017
Adoption of annexation ordinance, on second reading	August 29, 2017

Local Government Code Guidance

The Local Government Code authorizes cities to annex sparsely occupied areas on petition of the area's landowner(s). This section (43.028) applies to the annexation of areas that meet the following criteria:

- 1) Is one-half mile or less in width;
- 2) Is within the ETJ (Extra-Territorial Jurisdiction) of the city;
- 3) Is vacant and without residents or on which fewer than three qualified voters reside;
- 4) Is contiguous to the annexing city.

The Local Government Code further allows cities to pursue an annexation that causes an area to be surrounded by the annexing city but would not include that area within the city, when a finding is made that surrounding the area is in the public interest. This section (43.057) applies in this instance, as the property immediately to the southeast of this annexation area (or immediately northwest of the intersection of Tascosa Rd and Ravenwood Dr) is not currently proposed for annexation, and the property owner has declined an offer of development agreement. In this case, staff asserts that there is a public interest in proceeding as proposed, especially in light of:

- the City of Amarillo's policy is not to pursue involuntary annexation;
- annexation enables communities to encompass property at or before development occurs, making this a prudent decision as knowledge exists that the property proposed for annexation is intended to be developed in the near future.

Staff does recommend that the neighboring property be annexed in conjunction with development or prior to, when any development application is received for the property.

Service Plan

Section 43.056 of the Local Government Code requires preparation of a service plan, detailing what services shall be provided, when, and how (see attachment 2, prepared in June of this year). While this plan is more detailed, here is a short summary of its main features:

- Existing services to this area: None.
-

Amarillo City Council

Agenda Transmittal Memo



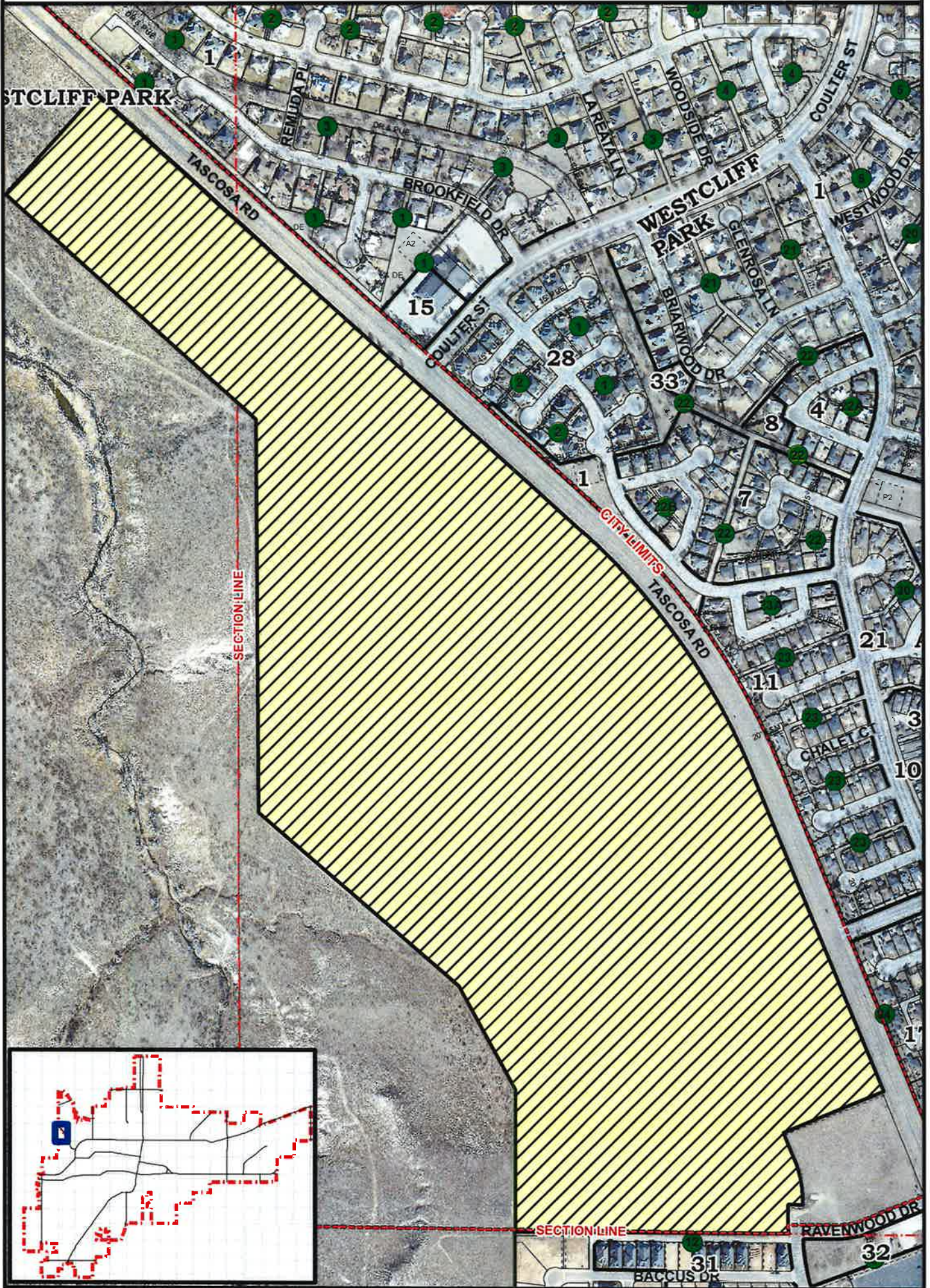
-
- Services to be provided at the effective date of annexation and thereafter, consistent with other parts of the city:
 1. fire response,
 2. fire inspection,
 3. police patrols,
 4. building permitting & inspection,
 5. code enforcement,
 6. zoning and planning services,
 7. administration of ordinances,
 8. library privileges,
 9. animal control services,
 10. health regulation enforcement,
 11. drainage inspection, and
 12. solid waste collection.
 - Services to be provided in accordance with related and adopted policies and plans as deemed appropriate:
 1. maintenance to future streets and alleys upon acceptance of those improvements,
 2. maintenance to future drainage upon acceptance,
 3. coordination of street lighting,
 4. traffic control devices,
 5. extensions of water service,
 6. extensions of sanitary sewer service, and
 7. transit services.

City of Amarillo Costs

It is anticipated that the following costs would be borne by the City of Amarillo in association with this annexation as proposed:

- Streets - a possible 50% contribution for the future extension of Coulter to the west. This would be subject to funding; if no funding is available at the time the extension is necessary, a developer agreement would be utilized, requiring the developer to bear the up-front costs and later receiving a refund equal to the City's share. All other streets internal to the development would be 100% paid by the developer.
 - Drainage – no contribution by the City, other than maintenance after acceptance.
 - Water – no cost; water is already located in right-of-way for Tascosa Rd. Any extensions would be paid by the developer.
 - Sanitary Sewer – sewer main extension to serve this area is already budgeted for in FY 19/20 in conjunction with the 2007 Northwest Sewer System Evaluation. Any obtaining of easements for connection to this main, and the connection itself, would be paid by the developer.
 - Other Services – all other departments have reported the ability to absorb the extension of services into their existing operating budgets.
-

PROPOSED ANNEXATION



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 500'
Date: 12-20-16
Case No:



AP: I-10 & J-10

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.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 11, located at 2401 N Coulter. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention and fire inspection activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Potter County Sheriff's Office. However, upon annexation, the City of Amarillo Police Department (APD) will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

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 and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Amarillo, Department of Building Safety.

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. These services can be provided within the department's current budget.

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. These privileges can be provided within the current budget appropriation.

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. Such services can be provided with current Health Department personnel and within the current budget appropriation. In addition, Animal Control services will be provided to the area as needed.

STREETS

Existing Services: None

Services to be Provided: There are no existing streets or alleys within the area of annexation. Developers and other parties will provide streets and alleys 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. Any future maintenance will require a budget increase, based upon the number of lane miles of streets and alleys installed as part of future development. Future consideration for the continuation of Coulter Street to the west will be part of future development discussions.

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.

STREET LIGHTING

Existing Services: None

Services to be Provided: 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.

TRAFFIC ENGINEERING

Existing Services: None

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

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable City Codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances. Water service is currently provided within the right-of-way for Tascosa Rd.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable City codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

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

TRANSIT

Existing Services: None

Services to be Provided: Transit services shall be provided to the area of annexation as deemed appropriate by the City of Amarillo and in accordance with the related and adopted studies and plans.

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.

E

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	N/A
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Department	Public Health/Benefits	Contact Person	Casie Stoughton/Carol Hill/Hector Mendoza
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Agenda Caption

Award of annual contract Bid No. 5832 to Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) in the estimated amount of \$623,673.40

Agenda Item Summary

This is to award the Vaccine and Medical Annual Contract.

Requested Action

Consider approval and award for the annual vaccine and medical annual contract.

Funding Summary

Funding for this award
 25011.51410 AHD Public Health
 25012.51410 Refugee Grant
 25024.51410 DSRIP Grant
 25045.51410 TB Grant
 64300.51350 City Care Clinic Chemical Medical

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

MMCAP VACCINE

ANNUAL CONTRACT

Date Mailed _____

Date to Open 07/28/2017 4:00 PM

435571 MMCAP MINNESOTAMULTISTATECONTRACTING

50 SHERBURNE AVE#112

ST PAULMN 55155

Phones: 651 201-2411

FAX 651 297-3996

651 201-2420

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	08/29/2017	Council Priority	Infrastructure
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Department	Aviation	Contact Person	Mike Conner
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Agenda Caption

Award Bid No. 5796 – Mechanical Systems Upgrades Boiler Installation for Airport
Total Bid Amount: \$427,500.00 to be awarded to West Techs Chill Water Specialist, LLC

Agenda Item Summary

This item is award of the bid for the airport terminal boiler installation. Included in the bid scope were the following items:

1. Removal of existing steam boiler system.
2. Installation of the new closed-loop boilers previously procured.
3. Replacement of the domestic hot water heater.

Requested Action

Award bid for total contract in the amount of \$427,500.00 to West Techs Chill Water Specialist, LLC.

Funding Summary

Funding for this project will be from project 540140 Terminal Boiler Replacement Project. This project is in the Airport's approved 16/17 CIP Budget.

Community Engagement Summary

N/A.

Staff Recommendation

Staff recommends award of bid no. 5796 in full to West Techs Chill Water Specialist, LLC.

5796 Mechanical Systems Upgrades Boiler Replacement
Bid Opening Date July 27, 2017

West Techs Chill Water
Specialist, LLC

To be awarded as one lot

Line 1 Furnish all necessary Superintendence, Labor,
Materials, Tools, Equipment, Machinery, Apparatu,
and whateer else may be necessary to complete all
work covered by this proposal within the time stated,
per specifications

1 ea

Unit Price

\$427,500.000

Extended Price

427,500.00

Bid Total

427,500.00

Awarded to Vendor

427,500.00

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	N/A
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Department	Central Stores	Contact Person	Trent Davis
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Agenda Caption

Award – The purchase of new lights and poles for downtown projects

Award to Techline Inc., in an amount of \$249,535.65

This award is to approve the purchase of Downtown Lights and Poles

Agenda Item Summary

Award of Downtown Lights and Poles

Requested Action

Consider approval and award for the City's Downtown Lights and Poles

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5833 LIGHTS FOR DOWNTOWN PROJECTS
 Opened 4:00 p.m. August 2, 2017

To be awarded as one lot	TECHLINE INC
Line 1 Black LED light fixture, per specifications 104 ea	
Unit Price	\$1,184.000
Extended Price	123,136.00
Line 2 Black Bracket, per specifications 47 ea	
Unit Price	\$266.000
Extended Price	12,502.00
Line 3 Black street light pole, per specifications 58 ea	
Unit Price	\$1,933.000
Extended Price	112,114.00
Line 4 Anchor bolts for street lights, per specifications 47 ea	
Unit Price	\$37.950
Extended Price	1,783.65
Bid Total	249,535.65
Award by Vendor	249,535.65

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	N/A
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Department	Public Health	Contact Person	Casie Stoughton, Director of Public Health
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Agenda Caption

Acceptance – Refugee Medical Screening Grant
 Grant Amount : \$424,083
 Grantor: U.S. Committee for Refugees and Immigrants

This item accepts the award from the U.S. Committee for Refugees and Immigrants from October 1, 2017 thru September 30, 2018 to continue health screening services for refugees resettled in Potter/Randall county.

Agenda Item Summary

The Refugee Medical Screening base contract 2018-AMATX-02 is between the U.S. Committee for Refugees and Immigrants (USCRI) and the City of Amarillo to provide health screening, assessment, referral services, and follow-up for official refugees through the Office of Refugee Resettlement.

Requested Action

Approval of grant award.

Funding Summary

The grant is a reimbursement contract between the City of Amarillo and the U.S. Committee for Refugees and Immigrants to provide services.

Community Engagement Summary

The City of Amarillo actively participates in the Amarillo Refugee Quarterly Consultations hosted by Catholic Charities of the Texas Panhandle and Refugee Services of Texas.

Staff Recommendation

Staff recommends acceptance of this grant.

**USCRI
BUDGET SUMMARY FORM
FY2018**

Legal Name of Respondent: City of Amarillo

Budget Categories
A. PERSONNEL
TOTAL PERSONNEL
B. FRINGE BENEFITS
Fringe Benefits (% of the salary)
TOTAL PERSONNEL INCLUDING FRINGE BENEFITS
C. TRAVEL
TOTAL TRAVEL
D. EQUIPMENT
TOTAL EQUIPMENT
E. SUPPLIES
TOTAL SUPPLIES
F. CONTRACTUAL
TOTAL CONTRACTUAL
G. OTHER DIRECT COSTS
Rent/Occupancy
Telephone and Communication
Translation and Interpretation
Postage and Shipping
Equipment Maintenance and Lease
Printing and Reproduction
Utility
Transportation Cost
Security
Other (Specified)
TOTAL OTHERS
H. TOTAL DIRECT COST
INDIRECT COST RATE
I. INDIRECT COSTS (CONTRACTUAL EXCLUDED)
GRAND TOTAL



Total Budget
\$424,083.00

Total Budget
\$171,378.00
\$171,378.00
\$53,470.00
\$53,470.00
\$224,848.00
\$2,439.00
\$2,439.00
\$0.00
\$0.00
\$109,321.00
\$109,321.00
\$58,500.00
\$58,500.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$9,413.00
\$9,413.00
\$404,521.00
8.70%
\$19,562.00
\$424,083.00



U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS

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EQUAL VALUE.

Refugee Medical Screening BASE CONTRACT 2018-AMATX-02

This contract is entered into by and between the U.S. Committee for Refugees and Immigrants (USCRI), an independent nonprofit 501(c)(3) organization incorporated in the State of New York and headquartered in the Commonwealth of Virginia, and City of Amarillo (Contractor), a governmental entity, (collectively, the Parties).

1. **Purpose of the Contract:** USCRI agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations, as defined in Section I of the Statement of Work.
2. **Total Amount:** The total amount of this Contract is \$424,083.
3. **Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, federal government shutdown, or any other disruptions of current appropriated funding for this Contract, USCRI may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract:** This Contract begins on 10/01/2017 and ends on 09/30/2018. The parties may agree in writing to renew the Contract. USCRI is not responsible for payment under this Contract before both Parties have signed the Contract or before the start date of the Contract, whichever is later. Either party may terminate this Contract early by giving the other party 90 days' written notice.
5. **Authority:** As applicable, USCRI enters into this Contract under the authority of the Refugee Education Assistance Act of 1980, Title V, Section 501(a), Public Law 96-422, 94 Stat. 1799, 8 U.S.C 1522 note; the Refugee Act of 1980, Section 412, Public Law 96-212, 94 Stat. 111, 8 U.S.C 1522; the William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008, Section 212-235, Public Law 110-457; and the Victims of Trafficking and Violence Protection Act of 2000, Public Law 106-386.
6. **Program Name:** Refugee Medical Screening



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Refugee Medical Screening
BASE CONTRACT 2018-AMATX-02

7. Statement of Work:

Section I: OVERVIEW

Contractor shall provide health screening, assessment, referral services, and follow-up for Official Refugees, Amerasian-Immigrants, entrants and parolees from Cuba and Haiti, asylees, U. S. Department of Health and Human Services Office of Refugee Resettlement (ORR)-certified victims of severe forms of trafficking, certain Iraqis and Afghanis granted special immigrant status by the United States Citizenship and Immigration Services (SIVs), and other populations, as designated by ORR, who are resettled by voluntary refugee resettlement agencies ("volags"), or self-referred within Contractor's normal service area (as specified in the final approved work plan, attached). Henceforth, all eligible populations described above will be included in the terms "refugee", "client", "patient", and "person".

Contractor shall provide services to all eligible patients who have been resettled by the voluntary resettlement agency, who live in, or receive services in, but not limited to, the Service Area designated in the most recent version of Section 8, "Service Area" of this contract. Service Area includes, but is not limited to, all counties that the Contractor serves.

Services provided under this Contract shall be conducted in a manner that takes into account the ethnic and cultural origins of the recipient of the services, and shall utilize the support of an appropriately-trained interpreter if the client does not speak English well.

Contractor shall comply with all applicable federal and state statutes, regulations, standards, policies and guidelines, including, but not limited to:

- The Immigration and Nationality Act, 8 U.S.C. §§ 1522;
- Chapter 81, Texas Health and Safety Code;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004, available at
 - www.dshs.state.tx.us/qmb/dshsstdnrds4clinicsevs.pdf
- DSHS Texas Notifiable Conditions, available at www.dshs.state.tx.us/idcu/investigation/conditions; and
- State letters, recommendations, or guidance's which may be issued by ORR and/or Center for Disease Control and Prevention (CDC), and forwarded to Contractor by USCRI, during the course of this contract.

Without review of documentation of Medicaid/CHIP ineligibility, Contractor shall initiate screening, assessment, referral, and follow-up services, through initial appointments for identified conditions, within a preferred period of thirty (30) days and a maximum of ninety (90) days from the official refugee's arrival in the United States, date asylum granted, or certification of eligibility by ORR. After 90 days, documentation of Medicaid/CHIP ineligibility will be required in order to provide services.



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Refugee Medical Screening
BASE CONTRACT 2018-AMATX-02

Section II: CLINICAL SERVICES

Services shall include the following activities:

- A. Review of medical history, chest x-ray(s), and other medical records as available. Follow-up (evaluation, referral for treatment) on: Class A communicable diseases of public health significance identified during the overseas medical exam and requiring medication or other type of treatment after resettlement; and Class B conditions. Utilization of the CDC's Electronic Disease Notification System (EDN) is required to obtain overseas medical records. Communicable diseases of public health significance conditions are defined in <http://www.cdc.gov/immigrantrefugeehealth/exams/diseases-vaccines-included.html>, and are reported on "Medical Examination of Applicants for United States Visas", forms DS-2053, DS-3024, DS-3025, and DS-3026.
- B. Review of immunization status, utilizing available arrival documents, and subsequent administration of required vaccines (for up to one year after program eligibility) as recommended by the Advisory Committee on Immunization Practices (ACIP)/CDC: <http://www.cdc.gov/vaccines/schedules/index.html>. See CDC Guidelines for Evaluating and Updating Immunizations during the Domestic Medical Examination for Newly Arrived Refugees: <http://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/immunizations-guidelines.html>
- C. Tuberculosis screening, including questioning for signs and symptoms, administering interferon gamma release assay (IGRA) tests i.e. T-SPOT® or QuantiFERON®-TB Gold In-Tube test (QFT-GIT), or a Mantoux Purified Protein Derivative (PPD) skin test if IGRA testing is contraindicated, and submitting appropriate referrals to local/regional tuberculosis programs for evaluation and follow-up treatment or prophylaxis, as medically indicated. See CDC Guidelines for Screening for Tuberculosis Infection and Disease during the Domestic Medical Examination for Newly Arrived Refugees: <http://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/tuberculosis-guidelines.html>
- D. Parasite assessment, including:
 1. Review of overseas medical documentation of presumptive treatment.
 2. Based on evidence of or the absence of overseas presumptive treatment (based on each medication given):
 - a. Screen for parasites (ova and parasite stool test, serology specimens) and/or provide domestic presumptive treatment.



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Refugee Medical Screening BASE CONTRACT 2018-AMATX-02

For screening, see CDC Domestic Intestinal Parasite Guidelines:

<http://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/intestinal-parasites-domestic.html>

For domestic presumptive treatment, see CDC Treatment Schedules for Presumptive Parasitic Infections for U.S.-Bound Refugees:

<http://www.cdc.gov/immigrantrefugeehealth/guidelines/overseas/interventions/interventions.html>; and CDC Overseas Refugee Health Guidelines: Intestinal Parasites <http://www.cdc.gov/immigrantrefugeehealth/guidelines/overseas/intestinal-parasites-overseas.html>.

b. Provide Malaria presumptive treatment or screening as described in CDC Malaria Domestic Guidelines:

<http://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/malaria-guidelines-domestic.html>.

E. Obtain patient medical history, and conduct physical examination, according to the following guidance:

1. Medical Screening Protocol for Newly Arriving Refugees (“Medical Screening Protocol”), United States Department of Health and Human Services, Administration for Children and Families (ACF), Office of Refugee Resettlement (ORR) State Letter (SL) 12-09, including the ORR Medical Screening Guidelines Checklist, and all subsequent revisions: <https://www.acf.hhs.gov/orr/resource/medical-screening-protocol-for-newly-arriving-refugees>
2. Center for Disease Control and Prevention “Domestic Examination for Newly Arrived Refugees: Guidelines and Discussion of the History and Physical Examination” <http://www.cdc.gov/immigrantrefugeehealth/pdf/guidelines-history-physical.pdf>; and
3. Physical examinations must be performed by a Physician, Nurse Practitioner, or Physician Assistant.

F. Conduct medical testing and any required follow-up, including:

1. Pregnancy Test for females of childbearing age (15-44 years of age);
2. Urinalysis (if feasible with a reasonable way to overcome barriers);
3. Complete Metabolic Panel;
4. Cholesterol screening for men over 35 and 45 for females;
5. Complete Blood Count (CBC) with differentials, including eosinophil count, hemoglobin, and hematocrit;



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Refugee Medical Screening BASE CONTRACT 2018-AMATX-02

6. Hepatitis B (Anti-HBs, HBsAg, Anti-HB) screening;
 7. Syphilis screening for all patients 15 years of age and above, unless Syphilis screening done overseas;
 8. Chlamydia screening for females age 15 to 25 years old;
 9. HIV screening of all patients. See also CDC Refugee Health Guidelines: HIV Screening: <http://www.cdc.gov/immigrantrefugeehealth/guidelines/domestic/screening-hiv-infection-domestic.html>;
 10. Follow-up for sexually transmitted infections (STIs) identified on overseas medical examination forms and when medically indicated, screening for other sexually transmitted infections;
 11. Blood Lead Level of all children 6 months to 16 years old, including internal re-testing of Elevated Blood Lead Levels. See also CDC Refugee Health Guidelines: Lead Screening <http://www.cdc.gov/immigrantrefugeehealth/guidelines/lead-guidelines.html>;
 12. Varicella titers for all patients 19 years of age and above (unless contraindicated from oral or written history of infection), and subsequent vaccination of all susceptible (i.e., non-immune) patients; and
 13. Laboratory services and/or screening tests when medically indicated by history, initial assessment, age, gender, or particular refugee subpopulation, such as:
 - a. Hepatitis A Screening (if signs or symptoms present); and
 - b. Hepatitis C screening (risk factors include injection drug use, overseas surgeries or blood transfusions, dialysis, organ transplantation, tattoos, piercings, HIV-positive status, etc.).
- G. Other medical services shall include, but are not limited to:
1. Conducting nutritional assessment with provision of (or referral for) appropriate nutritional and supplemental therapy, if indicated;
 2. Treatment of routine/minor conditions not requiring formal referral;
 3. Performing a general assessment of mental status and mental health (presence of depression, suicidal ideation, post-traumatic stress disorder, etc.);



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Refugee Medical Screening BASE CONTRACT 2018-AMATX-02

4. Providing multi-vitamins to patient's age 6-59 months of age, as well as to those with clinical evidence of poor nutrition; and
5. Prescribing initial or continued medications for chronic conditions, when medically indicated.

Section III: ADDITIONAL SERVICES

A. Additional services shall include the following activities, protocols, and referrals to external health services:

1. Dissemination of the Welcome to the Refugee Health Clinic information sheet to all clients (based on appropriate language and literacy levels)
2. Health care orientation and general health education, including but not limited to the following topics: chronic disease, preventive health care, how to use insurance in the United States, how to matriculate through the United States healthcare system, emergency preparedness, difference between a primary care provider (PCP) versus the emergency room.
3. Case management, including but not limited to: client tracking; provision of, or arrangement for, necessary transportation; home visits and/or other client contact (e.g., telephone); and trained interpreter support, sufficient to carry out effective screening and follow-up, through initial referral appointments for identified conditions needing referral
4. Referrals for further evaluation (preferably to a health care facility that will ultimately provide routine care and serve as a medical home) for any identified conditions and any screening tests that have abnormal results (according to standard medical practice and CDC guidelines)
5. Routine medical, vision, hearing and dental care, as well as medical specialists; community health and social service referrals as appropriate, including mental health, women, infants, and children (WIC), family planning, children's health, newborn screening tests, rehabilitation, and any other services not listed but deemed necessary, may be referred upon request by Contractor; and
6. Contractor shall provide additional special outreach and follow-up services, when such need is directed by USCRI.



Refugee Medical Screening
BASE CONTRACT 2018-AMATX-02

- B. Contractor must submit, within 14 days of the completion of a health assessment and return of laboratory tests, complete refugee health assessment information for each client by submitting an assessment form to USCRI, or entering the data into the eSHARE information system when so directed by USCRI. If Contractor is instructed to use the eSHARE system, USCRI will first provide training to Contractor staff regarding this system. This provision applies to 100% of eligible patients resettled in, and/or served by, the voluntary agencies in the Contractor's service area.
- C. Contractor will provide equivalent services to eligible secondary arrivals into their service area upon notification by local voluntary refugee resettlement agencies (volags) and/or USCRI, or by self-referral.
- D. Contractor must establish and/or maintain capability, within its refugee health and/or immunization programs, to complete the vaccination portion of USCIS form I-693, Report of Medical Examination and Vaccination Record; and sign-off, as a designated Civil Surgeon, for official Refugees (only) seeking to adjust status to permanent lawful resident, as described in 2009 Technical Instructions for Vaccination for Civil Surgeons:
<http://www.cdc.gov/immigrantrefugeehealth/exams/ti/civil/vaccination-civil-technical-instructions.html>.

Section IV: MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT

- A. Contractor shall order medications through a USCRI-designated pharmacy ordering system. Contractor shall assure medications and supplies purchased with USCRI Refugee Health Services funds are used in a prudent manner that contributes to disease control in their service area. All anti-parasitic medications, anti-malarial medications, nutritional supplements and multivitamins are among the medications to be ordered through a USCRI designated pharmacy and shall be provided to the Contractor at no additional cost to the Contractor.
- B. Contractor shall monitor and manage its usage of medications and testing supplies furnished by USCRI in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a 1-month supply and based on number of patients receiving treatment.
- C. Between the first and the seventh working day of every month, the Contractor shall perform a physical count of its inventory of medications and supplies furnished by the USCRI-designated pharmacy and appropriately reconcile the quantities by product and lot number. Failure to reconcile may prohibit release of medications. Contractor shall assure that



Refugee Medical Screening
BASE CONTRACT 2018-AMATX-02

medications are stored properly and securely, in accordance with manufacturer's instructions.

Section V: FUNDS

- A. Refugee Medical Assistance (RMA) funds provided to Contractor under this contract are intended to support and defray actual costs incurred by local governments in providing health screening services and assessments to officially arriving Refugees and other eligible patients in their approved program area.
- B. Funding to Contractor can only be used to support Refugee Health Program requirements. Funds used outside of this scope are considered supplanting. If supplanting is identified, USCRI reserves the right to decrease funding and avail itself of any other remedies available by law.
- C. Costs of assessments and treatments should be first recovered by Contractor through Medicaid, Early Periodic Screening, Diagnosis and Treatment (EPSDT), and/or the State Child Health Insurance Program(s) (CHIP) whenever possible (all official Refugees meet the immigration eligibility requirements for Medicaid upon arrival in the US). Maximum use of other public health program resources (e.g., funds for immunizations, prevention of tuberculosis, etc.) should be used to the extent that they are available for use for these patients.
- D. Contractor shall maintain thorough and complete financial records that identify the source and application of funds provided; and make those records immediately available to USCRI upon request.
- E. Contractor shall perform all activities in accordance with Contractor's final, and detailed budget as approved by USCRI and with program guidelines. New and/or revised guidelines will be communicated to Contractor.
- F. USCRI reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall.
- G. USCRI will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Contract,



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Contractor's budget may be subject to a decrease for the remainder of the Contract terms. Vacant positions existing after ninety (90) days may result in a decrease in funds.

- H. Contractor agrees to read and comply with 2 CFR §200.501, Audit Requirements, and work with USCRI staff regarding the management of funds received under this Contract.

Section VI: PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract without waiving the enforceability of any of the other terms of the Contract. Contractor shall maintain sufficient documentation to allow USCRI to evaluate Contractor's full compliance with these performance measures.

Contractor shall ensure that the following activities are performed, unless the patient refuses, relocates, or cannot be located—which must be documented in the medical file. USCRI calculates these measures based on the following data submitted by Contractor:

1. Health assessment/outcome data is submitted within fourteen (14) days of the completion of health assessment/return of laboratory tests for 100% of eligible patients resettled in, and/or served by the voluntary agencies in, the Contractor's service area. If data indicates a compliance rate for this Performance Measure of less than 85%, then USCRI may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by USCRI.
2. Health assessments are provided for at least 50% of patients within thirty (30) days of: arrival to the U.S. (for parolees, refugees, and Special Immigrant Visa holders); asylum granted date for asylees; or, date of certification for victims of human trafficking. Those patients who do not get the assessment within 30 days must be assessed within 90 days. If data indicates a compliance rate for this Performance Measure of less than 25%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
3. Physical Exams are performed on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.



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Refugee Medical Screening BASE CONTRACT 2018-AMATX-02

4. Tuberculosis screening is completed and necessary referrals are made for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
5. Hepatitis B screening is completed for 100% of eligible patients. Hepatitis B screening includes: HBsAg, Anti-HBs, and Anti-HBc. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
6. Intestinal parasite screening or presumptive treatment is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
7. Blood lead levels are obtained for 100% of eligible patients between 6 months and 16 years of age. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
8. A Complete Blood Count (CBC) with differential is obtained on 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
9. HIV screening is completed for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
10. Syphilis screening is completed for 100% of eligible patients age 15 and above. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.



Refugee Medical Screening
BASE CONTRACT 2018-AMATX-02

11. Chlamydia screening is completed for 100% of females age 15 to 25. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.
12. Complete Metabolic Panel is obtained for 100% of eligible patients. If data indicates a compliance rate for this Performance Measure of less than 95%, then USCRI may, at its sole discretion, require additional measures be taken by Contractor to improve that percentage, on a timeline and corrective action plan set by USCRI.

Section VII: REPORTING REQUIREMENTS

Contractor shall:

- A. Submit program and fiscal reports. Reports should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

Attention: Director of Refugee Health Services
U.S. Committee for Refugees and Immigrants
Department of Refugee Health Services
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address

refugeehealth@uscritx.org

- B. Reports shall include, but are not limited to:
 1. Noteworthy Achievements: Noteworthy achievements and/or major problems in providing timely health assessment and referral services in general, or to any specific population group, under this Contract
 2. Unusual Cases: Medically remarkable, or medically complex cases, or unusually prevalent medical conditions identified, along with referral and/or treatment outcomes and information on arriving refugees with disabilities, including the nature of the



Refugee Medical Screening
 BASE CONTRACT 2018-AMATX-02

disability and care required, paying particular attention to mobility concerns and the impact on housing

3. Programmatic Changes: Programmatic changes, such as changes in staff and/or major subcontracting changes
4. Best Practices: A description of any best practices and innovative methods and procedures
5. Program Feedback: Feedback on program needs, or suggestions regarding USCRI process changes, activities, or actions that will enhance Contractor's ability to perform requirements of this Contract
6. Top Health Issues: Top five (5) health issues for all referrals during the reporting period
7. Annual single audit in accordance with 2 CFR §200.514 and other applicable federal, state and local guidance
8. Financial statement in accordance with 2 CFR §200.510 and other applicable federal, state and local guidance; and
9. Other program and financial status reports according to the template and instructions provided by USCRI.

C. Program reports shall reflect the following reporting periods and submission due dates:

Reporting Period		Due Date
Start Date	End Date	
October 1, 2017	January 31, 2018	February 9, 2018
February 1, 2018	May 31, 2018	June 8, 2018
June 1, 2018	September 30, 2018	October 5, 2018

D. Fiscal reports shall reflect the following reporting periods and submission due dates:

Reporting Period		Due Date
Start Date	End Date	
October 1, 2017	December 31, 2017	February 9, 2018



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January 1, 2018	March 31, 2018	April 6, 2018
April 1, 2018	June 30, 2018	July 6, 2018
July 1, 2018	September 30, 2018	October 5, 2018

- E. Failure to submit reports according to the reporting periods and submission due dates specified in Section IX, Paragraphs C and D above shall constitute a breach of contract.

Section VIII: BILLING REQUIREMENTS

- A. Contractor shall request payments using the USCRI's Purchase Voucher form and acceptable supporting documentation for reimbursement of the required services and deliverables. Vouchers and supporting documentation should be mailed or submitted by electronic mail to the addresses provided below:

Mailing Address

Attention: Michael Wiles, Director of Finance and Compliance
U.S. Committee for Refugees and Immigrants
Department of Finance and Compliance
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Email Address

refugeehealth@uscritx.org and MRDFinance@uscrdc.org

- B. Request for payments should be delivered to USCRI within 10 business days after the end of the service month. Bills received within that timeframe will be paid by the 20th business day of the month in which the request for payment was made. Requests for payments received after the 10th business day will be processed in the ensuing month.
- C. Contractor shall close all requests for payment within 90 business days after the close of the federal fiscal year in which funds were awarded. USCRI has the option, in its sole discretion, to process request for payments made after the closing period.

8. **Service Area**



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BASE CONTRACT 2018-AMATX-02

Potter County, Randall County

9. Award Information:

Award Name: Refugee Medical Screening
Award Number: 2018-AMATX-02

Award Start Date: October 1, 2017
Award End Date: September 30, 2018

10. Renewals

Number of Renewals Remaining: 0 Date Renewals Expire: 9/30/2018

11. Payment Method

Cost Reimbursement

12. Source of Funds

Catalog of Federal Domestic Assistance (CFDA) Program No. 93.566, Refugee and Entrant Assistance State Administered Programs

13. EIN Number

75-6000444

14. DUNS Number

065032807



Refugee Medical Screening
BASE CONTRACT 2018-AMATX-02

15. Special Provisions

- A. Contractor must adhere to the Privacy Act of 1974, as amended by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable rules concerning the confidentiality of medical records, including providing each patient with a Notice of Privacy Practices and responding to patients' requests for access to their Protected Health Information (PHI), amendments to their PHI, accounting of disclosures, restrictions on uses and disclosures of their health information, and confidential communications. Parties may be required to enter into and adhere by a Business Associate Agreement per HIPAA requirements, if needed.
- B. Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf, unless required (or permitted without patient consent) by law in accordance with HIPAA and the Texas Health and Safety Codes; however, USCRI may require Contractor, or any subcontractor, to timely transfer a client or patient record to USCRI if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or as otherwise provided by law.
- C. USCRI shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, USCRI shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.
- D. Contractor must submit all amendment and revision requests in writing to USCRI's Department of Refugee Health Services at least 90 days prior to the end of the term of this Contract.

CERTIFICATION REGARDING LOBBYING

16. Governing Law and Venue

This Contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Contract will be the Northern District of Texas, Amarillo Division, if the lawsuit arises in Federal Court, or Potter County if the matter arises in State Court.

17. Documents Forming Contract

The Contract consists of the following:

- A. Contract (this document) 2018-AMATX-02
- B. Attachments Budget
- C. Declarations Certification Regarding Lobbying
Fiscal Federal Funding Accountability and Transparency
Act (FFATA) Certification

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by USCRI and Contractor and incorporated herein.

18. Payee

The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract.

Name: City of Amarillo
Employment Identification Number: 75-6000444

19. Entire Agreement

The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

20. Liability

Notwithstanding any other provision herein this contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law

21. 1295 Compliance

USCRI acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295 electronically, with the Texas Ethics Commission as required by law.

CERTIFICATION REGARDING LOBBYING

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

**U.S. Committee for Refugees
and Immigrants**

City of Amarillo

Signature of Authorized Official

Signature of Authorized Official

Date

Date

Lavinia Limón
President and CEO
2231 Crystal Drive
Suite 350
Arlington, VA 22202

Jared Miller
City Manager
PO Box 1971
Amarillo, TX 79105

(703) 310-1130
refugeehealth@uscritx.org

CERTIFICATION REGARDING LOBBYING

Organization Name:	City of Amarillo	Program ID:	Refugee Medical Screening
Contract Number	2018-AMATX-02		

Budget Categories

Budget Categories	USCRI Funds Requested	Cash Match	In-Kind Match Contributions	Category Total
Personnel	\$171,378			\$171,378
Fringe Benefits	\$53,470			\$53,470
Travel	\$2,439			\$2,439
Equipment	\$0			\$0
Supplies	\$109,321			\$109,321
Contractual	\$58,500			\$58,500
Other	\$9,413			\$9,413
Total Direct Costs	\$404,521			\$404,521
Indirect Costs	\$19,562			\$19,562
Program Income - Projected Earnings				
Totals	\$424,083			\$424,083

CERTIFICATION REGARDING LOBBYING

Organization Name: City of Amarillo

Contract Number: 2018-AMATX-02

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicable Non-Applicable

Jared Miller

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which USCRI relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, USCRI may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to USCRI if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to USCRI detailing which of the below statements it cannot certify and why.

Organization Name: City of Amarillo
Address: PO BOX 1971 State: Texas
City: Amarillo Zip Code (9 digit): 79105
Payee Name: City of Amarillo
Address: PO Box 1971 State: Texas
City: Amarillo Zip Code (9 digit): 79105
EIN:75-6000444
Payee DUNS No.:065032807

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year?
 Yes No
2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?
 Yes No
3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?
 Yes No

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers. Example: John Blum: \$500,000; Mary Redd: \$500,000; Eric Gant: \$400,000; Todd Platt: \$300,000; Sally Tom: \$300,000.

Jared Miller: City Manager: \$230,000/Annually, Robert Cowell Jr. : Deputy City Manager: \$172,500/Annually, Michelle Bonner: Assistant City Manager: \$170,536/Annually, Eddie Drain: Chief of Police: \$167,000/Annually, Jeffery Greenlee: Fire Chief: \$147,780.80/Annually

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1
Name: Michelle Bonner
Email: michelle.bonner@amarillo.gov
Telephone: 806-378-4209

FFATA Contact Person #2
Name: Laura Storrs
Email: laura.storrs@amarillo.gov
Telephone: 806-378-6207

As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Jared Miller

Date

**USCRI
BUDGET SUMMARY FORM
FY2018**

Legal Name of Respondent: City of Amarillo

Budget Categories
A. PERSONNEL
TOTAL PERSONNEL
B. FRINGE BENEFITS
Fringe Benefits (% of the salary)
TOTAL PERSONNEL INCLUDING FRINGE BENEFITS
C. TRAVEL
TOTAL TRAVEL
D. EQUIPMENT
TOTAL EQUIPMENT
E. SUPPLIES
TOTAL SUPPLIES
F. CONTRACTUAL
TOTAL CONTRACTUAL
G. OTHER DIRECT COSTS
Rent/Occupancy
Telephone and Communication
Translation and Interpretation
Postage and Shipping
Equipment Maintenance and Lease
Printing and Reproduction
Utility
Transportation Cost
Security
Other (Specified)
TOTAL OTHERS
H. TOTAL DIRECT COST
INDIRECT COST RATE
I. INDIRECT COSTS (CONTRACTUAL EXCLUDED)
GRAND TOTAL



Total Budget
\$424,083.00

Total Budget
\$171,378.00
\$171,378.00
\$53,470.00
\$53,470.00
\$224,848.00
\$2,439.00
\$2,439.00
\$0.00
\$0.00
\$109,321.00
\$109,321.00
\$58,500.00
\$58,500.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$9,413.00
\$9,413.00
\$404,521.00
8.70%
\$19,562.00
\$424,083.00

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	
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Department	City Manager Michelle Bonner, Assistant City Manager
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Agenda Caption

PUBLIC HEARING ON TAX INCREASE:

THE CITY OF AMARILLO IS CONSIDERING A TAX RATE OF \$0.36364, WHICH IS GREATER THAN THE CURRENT RATE. THIS PROPOSED RATE WILL RAISE MORE TAXES THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.33 PERCENT. THE TAX ON AN AVERAGE HOME LAST YEAR WAS \$434.32. THE TAX ON AN AVERAGE HOME WOULD BE \$476.49 UNDER THE PROPOSED RATE.

Agenda Item Summary

This public hearing is the first public hearing on the proposed tax rate: at this meeting Council must have a public hearing on the tax rate and announce meeting dates and times to adopt the tax rate.

Requested Action

Council hold a public hearing on the tax rate and announce the meeting dates and times to adopt the tax rate. Those meeting times are September 5, 2017 at 5:00 P.M. and September 12, 2017 at 5:00 P.M.

Funding Summary

N/A

Community Engagement Summary

The City Council met on August 8th, 9th and 10th to review the proposed 2017/2018 budget. At the August 8th Council meeting, City Staff presented an overview of the proposed 2017 tax rate and required tax notices. On August 15, 2017 the City Council discussed the tax rate and approved a motion to consider a \$0.36364 property tax rate.

Staff Recommendation

Request that Council conduct the public hearing and announce the meeting times to adopt the tax rate, September 5, 2017 at 5:00 P.M. and September 12, 2017 at 5:00 P.M.

Amarillo City Council

Agenda Transmittal Memo



3

Meeting Date	August 29, 2017	Council Priority	Redevelopment
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Department	City Manager Michelle Bonner, Assistant City Manager
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Agenda Caption

RESOLUTION – AUTHORIZING THE CENTER CITY TAX INCREMENT REINVESTMENT ZONE NUMBER ONE 2017/2018 FISCAL YEAR BUDGET

This resolution approves the 2017/2018 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One. This budget is recommended for approval by the TIRZ #1 Board of Directors.

Agenda Item Summary

This resolution approves the 2017/2018 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2017/2018 fiscal year budget has been reviewed and approved for Council consideration at the August 17, 2017 Tax Increment Reinvestment Zone Number One board meeting.

Staff Recommendation

Staff recommendation is to approve the 2017/2018 fiscal year budget for the Center City Tax Increment Reinvestment Zone Number One.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
ADOPTING THE BUDGET OF THE TAX INCREMENT
REINVESTMENT ZONE NO. 1, CITY OF AMARILLO FOR
THE FISCAL YEAR OCTOBER 1, 2017, TO SEPTEMBER 30,
2018.

WHEREAS, Tax Increment Reinvestment Zone No. 1, City of Amarillo was created in December, 2006 by municipal ordinance pursuant to state law, and it is required that the budget of said Zone be presented to the governing body of the City of Amarillo for final approval; and

WHEREAS, a budget for the fiscal year October 1, 2017, to September 30, 2018, has been prepared under the direction of the Board of Directors of said Zone as required by law; and

WHEREAS, the proposed budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to a public hearing upon the budget; and after considering the comparative expenditures, other financial considerations and public comment, the City Council finds that the budget should be approved; now, therefore,

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

SECTION 1. That the budget as filed, together with any amendments made in public meetings, for the Tax Increment Reinvestment Zone No. 1 for the fiscal year October 1, 2017, to September 30, 2018, be and the same is hereby approved, adopted and ratified together with any amendments made in public meeting at which it is considered.

SECTION 2. That the chair may authorize adjustments and transfers between and among line items in the budget so long as such does not increase the total expenses or obligations in excess of the budget here approved in Section 1.

INTRODUCED AND PASSED by the City Council on the _____ day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

MEMO



To: Mayor Nelson
From: Michelle Bonner, Assistant City Manager
Date: August 20, 2017
Subject: Center City Tax Increment Reinvestment Zone #1 2017/2018 Budget

Attached is the proposed 2017/2018 budget for the Center City Tax Increment Reinvestment Zone (TIRZ). The Board met on August 17, 2017 and approved the attached budget.

The proposed budget reflects revenue of \$716,659 included \$713,159 of participation from the taxing entities, Potter County, City of Amarillo, Amarillo College and the Panhandle Groundwater District. The Potter Randall Appraisal District (PRAD) has prepared the 2017 certified taxable value of \$209.9 million with \$11.7 million in new improvements compared to 2016 certified values of \$194.3 million.

Total expenses of \$716,659 include \$169,479 to fund community projects, \$150,000 of funding with Center City and \$286,314 to fund the TIRZ debt service obligations for the year.

The cash flow reflects beginning year (10/01/2017) available cash flows of \$529,124 and estimates ending available cash of \$529,124 which is above the targeted reserve of \$394,000.

9270 - TIRZ #1 Rev & Exp
Budget 2016/2017

	Approved Budget 2016/17	Revised Estimate 2016/17	Proposed Budget 2017/18
Beginning Cash	927,105	536,326	529,124
Revenue			
Potter County	345,889	345,784	385,255
City of Amarillo	181,994	182,363	203,155
Amarillo College	107,675	107,872	120,170
Panhandle Groundwater District	4,106	4,110	4,579
30310 TIRZ Participation	639,664	640,129	713,159
37109 Interest Earnings	3,500	6,484	3,500
TREVENUE Total Revenues	643,164	646,613	716,659
Expenditures			
51110 Office Expense	400		400
61200 Postage	-	-	-
61300 Advertising	375		375
61400 Dues	850		850
62000 Professional	5,000		5,000
63140 Audit Fee	3,500	3,500	3,600
63455 Community Projects	125,000	125,000	169,479
63455 Community Projects - Way Finding	125,000	125,000	-
63455 Transportation Enhancement Program Match			
63500 Center City Inc.	150,000	150,000	150,000
74000 Printing and Binding	250		250
75100 Travel	13,500		13,500
75300 Meals and Local	1,550	793	1,550
77215 Tax Refund - Courtyard by Marriott	53,500	76,897	50,761
77215 Tax Refund - Toot 'n Totum	6,200		6,610
77215 Tax Refund - 10th Avenue Lofts	17,197		17,200
77215 Tax Refund - Double R Lofts	30,703		10,770
92150 Cert of Obligation	174,125	172,625	176,238
Debt Service on loan from the City (\$1.85 million)	130,168		110,076
Total Recurring Expenses	837,318	653,815	716,659
Ending Cash	732,951	529,124	529,124
<i>Targeted Fund Balance</i>			
<i>90 days operating reserve</i>			107,586
<i>One year's debt service</i>			286,314
<i>Targeted Fund Balance</i>			393,900
Available Funds at 9/30/2016			
Cash and investments		2,514,419	
Accrued interest		1,517	
Outstanding Projects at 9/30/2016			
Downtown Projects		(2,994,610)	
City of Amarillo Loan		1,500,000	
TxDOT Grant Match		(385,000)	
Herring Bank		(50,000)	
10th and Tyler (Firestone Building)		(50,000)	
		<u>536,326</u>	

City of Amarillo

TIRZ #1 Fund

DESCRIPTION	Actual 2014	Actual 2015	Budget 2016	RevEst 2016	Dept Req 2017
30310 Collec Potter County As	600,778	655,852	639,664	640,129	713,159
30300 Current Year's Levy	600,778	655,852	639,664	640,129	713,159
30200 Ad Valorem Tax Collectio	600,778	655,852	639,664	640,129	713,159
37110 Interest Income	4,938	9,496	3,500	6,484	3,500
37115 Unrealized G/L	128	-128	0	0	0
37109 Interest Earnings	5,066	9,368	3,500	6,484	3,500
TREVENUE Total Revenues	605,844	665,220	643,164	646,613	716,659
51110 Office Expense	0	0	400	0	400
51000 Supplies	0	0	400	0	400
61300 Advertising	0	0	375	0	375
61400 Dues	0	0	850	0	850
62000 Professional	0	0	5,000	0	5,000
63140 Audit Fee	3,200	3,500	3,500	3,500	3,600
63455 Community Projects	0	0	250,000	250,000	169,479
63500 Center City Inc.	8,100	0	150,000	150,000	150,000
60000 Contractual Services	11,300	3,500	409,725	403,500	329,304
74000 Printing and Binding	0	0	250	0	250
75100 Travel	0	0	13,500	0	13,500
75300 Meals and Local	1,242	644	1,550	793	1,550
77215 Tax Payments on Leased L	49,263	54,293	107,600	76,897	85,341
70000 Other Charges	50,505	54,938	122,900	77,690	100,641
92170 Trsf to Debt Service	173,663	175,425	304,293	172,625	286,314
92000 Operating Transfers	173,663	175,425	304,293	172,625	286,314
TEXPENSES Total Expenses	235,467	233,863	837,318	653,815	716,659

City of Amarillo

TIRZ #1 Fund

DESCRIPTION	Actual 2014	Actual 2015	Budget 2016	RevEst 2016	Dept Req 2017
30310 Collec Potter County As	600,778	655,852	639,664	640,129	713,159
[Entity] Budget Detail Desc.					Total
[92710] COA			203,155		
[92710] Potter County			385,255		
[92710] Amarillo College			120,170		
[92710] PGWD			4,579		
Total			713,159		

30300 Current Year's Levy	600,778	655,852	639,664	640,129	713,159
30200 Ad Valorem Tax Collectio	600,778	655,852	639,664	640,129	713,159
37110 Interest Income	4,938	9,496	3,500	6,484	3,500
37115 Unrealized G/L	128	-128	0	0	0
37109 Interest Earnings	5,066	9,368	3,500	6,484	3,500
TREVENUE Total Revenues	605,844	665,220	643,164	646,613	716,659
51110 Office Expense	0	0	400	0	400
51000 Supplies	0	0	400	0	400
61300 Advertising	0	0	375	0	375
61400 Dues	0	0	850	0	850
62000 Professional	0	0	5,000	0	5,000
63140 Audit Fee	3,200	3,500	3,500	3,500	3,600

[Note Entity:92710]

Includes a 3% increase over the prior year.

63455 Community Projects	0	0	250,000	250,000	169,479
63500 Center City Inc.	8,100	0	150,000	150,000	150,000
60000 Contractual Services	11,300	3,500	409,725	403,500	329,304
74000 Printing and Binding	0	0	250	0	250
75100 Travel	0	0	13,500	0	13,500
75300 Meals and Local	1,242	644	1,550	793	1,550
77215 Tax Payments on Leased L	49,263	54,293	107,600	76,897	85,341

[Entity] Budget Detail Desc.	Total
[92710] Courtyard by Marriot	50,761
[92710] Toot'n Totum	6,610
[92710] 10th Avenue Lofts	17,200
[92710] Double R Lofts	10,770
Total	85,341

70000 Other Charges	50,505	54,938	122,900	77,690	100,641
92170 Trsf to Debt Service	173,663	175,425	304,293	172,625	286,314

[Entity] Budget Detail Desc.	Total
[92710] 2011B debt service	174,738
[92710] fisca agent fees	1,500
[92710] City loan (\$1,850,000)	110,076
Total	286,314

92000 Operating Transfers	173,663	175,425	304,293	172,625	286,314
TEXPENSES Total Expenses	235,467	233,863	837,318	653,815	716,659

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 29, 2017	Council Priority	Redevelopment
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Department	Office of Economic Development	Contact Person	Andrew Freeman, Economic Development Manager
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Agenda Caption

Resolution – Approval of Resolution of Intent to Establish a City of Amarillo PACE Program

Agenda Item Summary

On August 15, 2017 city staff made a presentation on the PACE (Property Assessed Clean Energy) program, how the program works, who/what could qualify for improvements and what the benefits would be. Staff has heard from developers interested in using this program in the near future to help fund their redevelopment project. Similar to a PID (Public Improvement District), this program uses property assessments to obtain low-cost, long-term loans for water conservation, energy-efficiency improvements, and distributed generation retrofits.

In order to create a PACE program, City Council is required by statute to adopt a resolution of intent, provide a report on the program, and schedule a public hearing date before adopting the program.

Tonight’s agenda item will address the resolution of intent requirement. The report has been created and is available online and in the City Manager’s Office for review. The proposed public hearing date is September 5, 2017. There will also be an action item on the agenda for City Council to consider approval of the program during the same meeting.

Requested Action

Approval of Resolution of Intent

Funding Summary

N/A – there is no cost to the City if this program were to be initiated.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

RESOLUTION NO. 08-29-17-_____

A RESOLUTION OF INTENT OF THE AMARILLO CITY COUNCIL TO ESTABLISH A PACE PROGRAM; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a city, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (five or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Amarillo will further the goals of energy and water conservation without cost to the public;

WHEREAS, the City Council finds that third-party financing of energy and water conservation projects through contractual assessments maintained by the City of Amarillo (“PACE Financing”) furthers essential government purposes, including but not limited to economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions; and

WHEREAS, the City Council—subject to the public hearing, scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this Resolution—finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City’s jurisdiction as a region within which a designated City-authorized representative and the record owners of qualified real property may enter into PACE Financing arrangements;

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

SECTION 1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

SECTION 2. Intent to Establish Program. The City of Amarillo hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose. The City intends to call the program the The City of Amarillo Property Assessed Clean Energy Program (“City of Amarillo PACE Program” or the “Program”).

SECTION 3. Contractual Assessments. The City of Amarillo intends to make contractual assessments to repay PACE Financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large multifamily residential real property.

SECTION 4. Qualified Projects. The following types of projects are qualified projects for PACE Financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five or more dwelling units; and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

SECTION 5. Region. The boundaries of the entire geographic area within the City's jurisdiction (including its extraterritorial jurisdiction) are intended to be the boundaries of the region where PACE Financing and assessments can occur.

SECTION 6. Third-Party Financing. Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City's authorized representative to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. The lender contracts will provide that the City will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City will not, at this time, provide financing of any sort for the Program.

SECTION 7. Authorized Representative. The City Council intends to designate, through inter-local agreement, a qualified non-profit organization to act as the authorized representative with authority to enter into written contracts with the record owners of real property in the City to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property, to enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments, and to file written notice of each contractual assessment in the real property records, all on behalf of the City. The City Manager or his designee is intended to be the liaison with the authorized representative.

SECTION 8. Enforcement. The City will consult with the Tax Assessors-Collectors for Potter and Randall Counties regarding collecting the proposed contractual assessments with property taxes imposed on the assessed property.

SECTION 9. Report. The report on the proposed Program, prepared in accordance with Texas Local Government Code § 399.009, is available for public inspection on the Internet website of the City of Amarillo and in the office of the City Manager at 509 S.E. Seventh Avenue, Room 301, and is incorporated in this Resolution and made a part hereof for all purposes.

SECTION 10. Public Hearing. The City Council will hold a public hearing on the proposed Program on September 5, 2017 at 5 p.m. in the City Council Chambers, 509 S.E. Seventh Avenue, Third Floor.

SECTION 11. Repealer. Should any part of this Resolution conflict with any other resolution, then such other resolution is hereby repealed to the extent of the conflict with this Resolution.

SECTION 12. Effective Date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, August 29, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 23, 2017	Council Priority	
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Department	City Manager
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Agenda Caption

RESOLUTION – Approves and Ratifies the Meet and Confer Agreement between the City of Amarillo and the Amarillo Police Officers Association

Agenda Item Summary

THIS IS A RESOLUTION RATIFYING THE MEET AND CONFER AGREEMENT WITH THE AMARILLO POLICE OFFICERS ASSOCIATION; PROVIDNG FOR AN EFFECTIVE DATE.

Requested Action

Approval

Funding Summary

Community Engagement Summary

N/A

Staff Recommendation

Approval

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: A RESOLUTION RATIFYING THE MEET AND CONFER AGREEMENT WITH THE AMARILLO POLICE OFFICERS ASSOCIATION; PROVIDNG FOR AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the invaluable service that members of the Amarillo Police Department provide for the citizens of Amarillo; and

WHEREAS, the City Council finds that an open dialogue regarding employment concerns of the Amarillo Police Department contributes to the continued success of the department; and

WHEREAS, the City Council desires to formalize its show of support and solidarity with members of the Amarillo Police Department towards the common goal of providing superior public safety for the citizens of Amarillo.

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

SECTION 1: Adoption. The City Council of the City of Amarillo, Texas hereby approves and ratifies the attached Meet and Confer Labor Agreement between the City of Amarillo, Texas and the Amarillo Police Officers Association.

SECTION 2. Effective date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 29th day of August 29th, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

RESOLUTION NO. 08-29-17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: A RESOLUTION RATIFYING THE MEET AND CONFER AGREEMENT WITH THE AMARILLO POLICE OFFICERS ASSOCIATION; PROVIDNG FOR AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the invaluable service that members of the Amarillo Police Department provide for the citizens of Amarillo; and

WHEREAS, the City Council finds that an open dialogue regarding employment concerns of the Amarillo Police Department contributes to the continued success of the department; and

WHEREAS, the City Council desires to formalize its show of support and solidarity with members of the Amarillo Police Department towards the common goal of providing superior public safety for the citizens of Amarillo.

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

SECTION 1: Adoption. The City Council of the City of Amarillo, Texas hereby approves and ratifies the attached Meet and Confer Labor Agreement between the City of Amarillo, Texas and the Amarillo Police Officers Association.

SECTION 2. Effective date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 29th day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

MEET AND CONFER
LABOR AGREEMENT
BETWEEN
CITY OF AMARILLO, TEXAS AND
AMARILLO POLICE OFFICERS
ASSOCIATION

EXPIRES _____

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**ARTICLE 1
DEFINITIONS**

The following definitions apply to terms and acronyms used in this Agreement unless a different definition is required by the context in which the term or acronym is used.

1. "Agreement" refers to this Meet & Confer" agreement between the City of Amarillo and the Amarillo Police Officers Association.
2. "Civil Service Act" or "CSA" refers to the Fire and Police Civil Service Act, Texas Local Gov't Code Chapter 143.
3. "Civilian Employee" means an employee of the Police Department other than the Police Chief and Police Officers, as authorized by the Civil Service Act and this Agreement.
4. "Officer" or "Police Officer" means a bargaining unit employee covered by this Agreement.

**ARTICLE 2
RECOGNITION**

The City recognizes the Association as the exclusive bargaining agent for a bargaining unit consisting of all Police Officers. The bargaining unit does not include the Police Chief or Civilian Employees.

**ARTICLE 3
MANAGEMENT RIGHTS**

Except as specifically modified by the terms of this Agreement, the City retains and does not waive its pre-existing management rights under applicable law.

**ARTICLE 4
ASSOCIATION RIGHTS**

Section 1. Payroll Deductions.

A. **Dues Deductions.** The City agrees to deduct Association dues from an Association member's pay upon receipt of a "Dues Deduction Authorization" form voluntarily and individually authorized, signed, and dated by the member. The member's authorization shall remain in effect until terminated in writing by either the member or the Association. The form to be initially used for this purpose is set forth in Appendix "A-1" to this Agreement. The City agrees to increase the amount of dues deducted, without requiring the member to execute a new Dues Deduction Authorization Form, upon written notice from the Association's President that

the Association's dues deduction amount has been increased in accordance with the Association's Constitution & Bylaws.

B. **Special Assessments.** The City agrees to deduct special assessments from the pay of all Association members upon receipt of official written notification from the Association President indicating that the special assessment was authorized in accordance with the Association's Constitution & Bylaws. The form to be used for this purpose is set forth in Appendix "A-2" to this Agreement.

Section 2. Association Business Leave ("ABL").

A. **Creation of ABL Pool.** At the beginning of each Fiscal Year covered by this Agreement, the City shall assess from each Association member two (2) hours of accrued vacation leave time to be placed in an Association Business Leave ("ABL") Pool. Any hours remaining in the ABL Pool as of the end of a fiscal year will be carried forward into the next fiscal year. At the start of each fiscal year, the City will provide the Association with a report of the ABL hours available to it for the coming fiscal year.

B. **ABL Usage.** The Association shall be allowed to debit the ABL Pool during the calendar year when Association officers or designees need to engage in any of the following activities during their regularly scheduled work hours:

- administer the Agreement;
- attend Association Board meetings;
- conduct Association elections;
- represent the Association at other meetings or events;
- represent Police Officers at disciplinary hearings, grievances, or other job-related meetings;
- meet with Police Officers to investigate or discuss possible disciplinary actions or grievances;
- attend conventions, seminars or training programs;
- engage in any business associated with this Agreement.

With the exception of the Association President, Police Officers may not use ABL for the purpose of engaging in partisan political activities, or political activities in which the City has an adverse interest. Where possible, the Association shall provide the Chief with 48 hours advance notice of the need for ABL, including the name(s) of the Association official/designee(s), the estimated amount of time needed, and the nature of the Association business involved. If it is not possible to provide 48 hours notice, the Association will provide as much advance notice as possible under the circumstances. The Chief has the right, which shall be exercised in good faith, to deny requests for ABL leave that do not comply with this Article, or when there exists a department or public need for staffing that is inconsistent with approval.

C. **Collective Bargaining Negotiations.** The Association may also use ABL for purposes of negotiating a successor to this Agreement. The Association President will designate

up to six (6) Association members as the Association Negotiating Team (ANT). During their regular work hours, ANT members will be excused from duty and allowed to use ABL Pool time to attend collective bargaining sessions and meetings to prepare for such collective bargaining sessions.

**ARTICLE 5
BASE WAGES**

Police Officers will be entitled to the base wages shown in the chart below commencing with the first full pay period following execution of this Agreement.

Rank	Years Service in Rank	Annual Pay
Police Officer	Recruit	\$51,052
	1-2	\$54,115
	2-3	\$57,362
	3-4	\$60,804
	4-6	\$65,972
	6-8	\$66,632
	8-10	\$67,298
	10+	\$67,971
Corporal	Entry	\$68,511
	2-4	\$69,196
	4-6	\$69,888
	6-8	\$70,587
	8-10	\$71,293
	10+	\$72,006
Sergeant	Entry	\$75,953
	2-4	\$76,713
	4-6	\$77,480
	6-8	\$78,254
	8-10	\$79,037
	10+	\$79,827
Lieutenant	Entry	\$86,100
	2-4	\$86,961
	4-6	\$87,831
	6-8	\$88,709
	8-10	\$89,896
	10+	\$90,492

Captain	Entry	\$97,256
	2-4	\$98,229
	4-6	\$99,211
	6-8	\$100,203
	8+	\$101,205

In addition, at the beginning of each fiscal year following the execution of this Agreement, Police Officers will be entitled to no less than the base wage increase provided to City employees not covered by this Agreement in that same fiscal year.

**ARTICLE 6
SUPPLEMENTAL PAYS**

Effective beginning the second fiscal year following the execution of this Agreement each Police Officer regularly assigned to a shift other than the day shift (Evening & Night Shifts) will be paid Shift Differential Pay in the amount of 2.5% of the Police Officer's base salary.

**ARTICLE 7
EMPLOYMENT BENEFITS**

Section 1. Medical (Health) Insurance

The City will furnish to each bargaining unit employee, the same accident and medical insurance coverage, on the same terms, conditions, and costs as is equivalent to what the City provides to the City's civilian employees at any given time. The City reserves the right to elect, purchase and implement a medical insurance plan that serves the best interests of the City and its employees.

Section 2. Retirement Contributions.

During the life of this Agreement the City will establish and make contributions to the Texas Municipal Retirement System ("TMRS"), in accordance with the statutory provisions and authority for that system.

Section 3. Legal Defense.

The City will provide a defense to any Police Officer in connection with the lawful performance of his/her duties, in accordance with the provisions of City Ordinance 6720, the current litigation handling guidelines, and any state law requirements.

**ARTICLE 8
HOURS OF WORK & OVERTIME PAY**

Section 1. Overtime Pay.

Police Officers will receive overtime compensation in accordance with state and federal law.

Section 2. Call-Back.

Police officers who are called back to work during non-duty hours, will be paid at one and one-half times their regular rate of pay for all such hours worked, with a minimum of two hours.

**ARTICLE 9
MODIFIED HIRING PROCESS FOR LATERAL ENTRY OFFICERS (LEO)**

The Chief shall establish requirements for applicants for lateral hiring from other law enforcement agencies. The requirements need not be the same as those established by the Civil Service Act or those applicable to applicants for the position of recruit in the regular training academy. The requirements may be modified by the Chief of Police but shall include at least the following:

- A. At the time of application, each LEO applicant must:
1. be actively employed as a full-time paid police officer for a municipal, county, or state law enforcement agency that has at least 30 sworn police officers and handles a full array of urban police work such as responding to all types of calls for law enforcement services, with a total of three years of service at such agency. At the Chief's discretion, LEO applicant's from smaller agencies with similar service may be considered on a case by case basis.
 2. be no less than 21 years old and have not reached their 46th birthday at the time they apply to be hired as a LEO.
 3. have obtained
 - a. High School Diploma, or
 - b. GED plus 12 hours of college credit
- B. The Chief or designee at their sole discretion may deny the application of any LEO applicant.

- C. The Chief will take the necessary steps to make sure applicants accomplish the required hours and learn the necessary curriculum to receive a Texas Peace Officer License from TCOLE and to be eligible for the intermediate certificate prior to completing the academy course of study.
- D. The Chief shall establish the selection criteria and procedures for the modified hiring process, consistent with this agreement. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.
- E. The Chief shall establish the training requirements for a modified training academy. All applicants hired through the modified hiring process must successfully complete the modified training academy. The Chief may choose to send an applicant through the full Amarillo Police Academy, or any additional training as deemed to be necessary.
- F. All applicants will serve a probationary period from the date of hire until completion of the modified training academy and one year following being commissioned as an Amarillo Police Officer. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment or condition, such as pregnancy, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. This provision does not override or modify any other rights or privileges of the officer independent of the Civil Service Act. During the probationary period, a probationary employee may be terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.
- G. Upon completion of training academy requirements, each applicant will be assigned to a Field Training Officer (FTO) for a minimum of 16 weeks unless an exception is granted based on a recommendation of the FTO, the Uniform Division Captain, and approved by the Chief or designee.
- H. Regardless of any rank or position the officer previously held in another law enforcement agency, an applicant who successfully completes the modified training academy will be placed in the classification of Police Officer.
- I. The base pay rate for lateral hires will be compensated at the Police Officer Step 1 rate of pay of the structured pay plan described in this Agreement.

- J. Seniority for purposes of longevity pay shall begin when the officer is hired by the City of Amarillo Police Department.
- K. In devising the lateral hiring process, the Chief shall utilize the services of a third party vendor who is testing professional. The third party vendor will certify that the lateral process used is valid in accordance with accepted professional standards (e.g., the Society for Industrial and Organizational Psychology's *Principles for the Validation and Use of Personnel Selections Procedures* (SIOPS)).
- L. In the event of any litigation contesting the interpretation, application or validity of provisions in this Article, the City will provide a joint defense to the Association, using counsel of its choosing. If the Association chooses to retain its own independent counsel those costs will be born by the Association.

ARTICLE 10 PROMOTIONS

A. Promotional candidates will be promoted to non-entry police officer classifications in accordance with the requirements of the Civil Service Act, except as modified by this Agreement.

B. Alternative Promotion System

1. For the rank of Sergeant and Lieutenant, the Chief may design an alternative promotional system. The system may be comprised of a written test and an assessment center, each weighted 50%.

2. For the rank of Captain:

a. A candidate for the rank of Captain must receive a bachelor's degree from an accredited university prior to being promoted to the position.

b. In addition to the degree requirement, the Chief may designate an alternative promotional system for the rank of Captain. The system may be comprised of a written test and an assessment center, each weighted 50%.

C. The written examination, the assessment center, and the overall promotional process must be certified by the City to be valid in accordance with accepted professional standards (e.g., the Society for Industrial and Organizational Psychology's *Principles for the Validation and Use of Personnel Selection Procedures* [SIOPS]).

D. Any written examination process will be conducted in accordance with the procedures set forth in Chapter 143.

E. In the event of any litigation contesting the interpretation, application or validity of

provisions in this Article, the City will provide a joint defense to the Association, using counsel of its choosing. If the Association chooses to retain its own independent counsel those costs will be born by the Association.

ARTICLE 11 GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Purpose.

A. "Grievance" defined. A grievance is defined as a dispute concerning the interpretation, application, or alleged violation of the terms of this Agreement. Only such labor agreement disputes are subject to this article, and other work place issues may not be submitted to the grievance procedure, including arbitration, for resolution.

B. Exclusion of Disciplinary Actions. This grievance procedure does not apply to Police Officer appeals of discharges, disciplinary suspensions, demotions, promotional bypasses, and promotional examination appeals, which shall be governed by the procedures set forth in the Civil Service Act as modified by this Agreement, and are not subject to the contract grievance procedure.

Section 2. Initiation of Grievances.

A. Association & Police Officer Grievances. Each grievance shall be submitted to the Association Grievance Committee on the form attached to this Agreement as Appendix "B." Each written grievance must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the sections(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought, (4) the Police Officer's signature; and (5) the date the grievance was filed with the Association Grievance Committee. If the grievance is filed on behalf of the Association, the signature to be included is that of the Grievance Committee Chair or Association President. If the grievance involves an issue affecting more than one Police Officer, it may be filed as a "Class Action" grievance by so noting on the grievance form (Appx. B). Either the Police Officer or Association Grievance Committee may add this designation.

B. City Grievances. Each grievance shall be submitted to the Association President on the form attached to this Agreement as Appendix "C." Each written grievance must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the sections(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought, (4) the signature of the appropriate City representative; and (5) the date the grievance was filed with the Association Grievance Committee.

Section 3. Grievance Procedure: Association & Police Officer Grievances.

A. Step 1 - Informal Attempt at Resolution.

In order for the City to have notice and an opportunity to correct any unintentional violations of this Agreement, a Police Officer (or his/her representative) who is aggrieved

should, where appropriate, seek to informally resolve a grievance with his/her supervisor, who may direct the issue to someone else in the Chain of command, if necessary for resolution.

B. Step 2 - Association Grievance Committee.

A Police Officer seeking relief must file the grievance with the Association Grievance Committee within 21 calendar days of the date that s/he knew or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee will determine if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, no further proceedings are necessary. If the Association Grievance Committee determines that the grievance is valid, it shall so notify the Police Chief, and forward the completed grievance form (Appx. B) to the Police Chief. The Association Grievance Committee will complete its processing of the grievance within 14 days after it receives the grievance.

C. Step 3 - Police Chief.

When the Police Chief receives a grievance found to be valid from the Association Grievance Committee, s/he may, but is not required to, conduct a grievance meeting with the grievant and Association representative(s). The Police Chief shall submit his/her response in writing to the Association Grievance Committee within 14 calendar days after receiving it.

D. Step 4 - City Manager.

The Association Grievance Committee shall have 14 calendar days following its receipt of the Police Chief's written decision to submit the grievance to the City Manager. The City Manager may, but is not required to, conduct a grievance meeting with the grievant and Association representative(s). The City Manager shall submit his/her written response to the Association Grievance Committee within 14 calendar days of receiving the grievance.

E. Step 5 – Mediation. The parties will mutually select a mediator and seek to resolve the matter by negotiation in this manner, prior to seeking a decision by a third party arbitrator.

F. Step 6 - Arbitration.

The Association Grievance Committee shall have 14 calendar days after it receives the City Manager's written decision to submit the matter to arbitration. The Association will provide written notice to the City Manager of its intent to arbitrate.

Section 4. Grievance Procedure: City Grievances.

A. Step 1 – Informal Attempt at Resolution.

In order for the Association to have notice and an opportunity to correct any unintentional violations of this Agreement, the City, by and through its representatives, should where

appropriate seek to informally resolve a grievance with the appropriate Association officials.

B. Step 2 – Action by the Association Grievance Committee.

The City, acting through its designated representative(s), must file the grievance with the Association Grievance Committee within 21 calendar days of the date that the City knew or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee may, but is not required to, conduct a grievance meeting with the City representative(s). The Association Grievance Committee will submit its written response to the City Manager within 14 calendar days of receiving the grievance.

C. Step 3 – Mediation. The parties will mutually select a mediator and seek to resolve the matter by negotiation in this manner, prior to seeking a decision by a third party arbitrator.

D. Step 4 – Invocation of Arbitration.

The City Manager shall have 14 calendar days after s/he receives the Association Grievance Committee's written decision to submit the matter to arbitration. The City Manager will provide written notice to the Association President of the City's intent to arbitrate.

Section 5. Arbitration Procedure.

A. Arbitrator selection; setting hearing. If a grievance is submitted to arbitration, the City and Association may mutually agree to a neutral arbitrator. If the parties are unable to do so after 5 calendar days, either may request a list of 7 arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The party requesting a list of arbitrators will provide a copy of the request to the other party. Within 10 calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator by alternately striking names from the list. The party required to strike first will be determined by coin flip. When only one name remains, that person shall serve as the arbitrator. The parties will promptly notify the AAA or FMCS of the arbitrator's selection. The AAA or FMCS will notify the chosen arbitrator who, together with the parties' representatives, will select a time, place and date for the arbitration hearing.

B. Arbitration hearing & decision. The following procedures will govern the conduct of the arbitration hearing.

- The hearing will be conducted informally and the strict rules of evidence or pleadings shall not apply.
- The parties will cooperate in the exchange of exhibit and witness lists at least 10 days prior to any hearing, and any disputes which may arise shall be presented to the Arbitrator in writing (who may set a phone conference) for resolution in a timely manner.
- Either party may request that a transcript of the hearing be made at its own expense. However, a copy of the transcript will be provided to the arbitrator only if agreed by the parties, in which case the cost of the transcript will be borne equally.

- Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing. However, on-duty Police Officers needed by either party as witnesses will be released from duty for the time needed to testify without loss of pay.
- Within thirty (30) calendar days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and City.
- The losing party shall pay all the arbitrator's fees and expenses. The arbitrator's written opinion shall designate the losing party for purposes of this requirement. If the arbitrator determines that both parties lost in part, s/he will apportion fees and expenses accordingly.

C. Arbitrator's Authority. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement(s) thereto. The arbitrator shall have no authority to add to, subtract from, or modify the applicable provisions of this Agreement in arriving at a decision on the issue or issues presented.

Section 6. Enforcement of Grievance/Arbitration Procedure Time Limits.

A. For the purpose of this Article only, if the due date for any response or notice falls on a Saturday, Sunday, or City-observed holiday, then the due date will extend to the next day that is not a Saturday, Sunday or City-observed holiday.

B. All time limits set forth in this Article must be strictly observed unless extended by mutual consent. Failure of the grieving party to comply with the time limits set forth, absent legitimate excuse, will constitute abandonment of the grievance, and no further action may be taken. Failure of the non-grieving party to respond within the time limits, absent good cause, will constitute a denial of the grievance effective the last date of the response period, and the grieving party may proceed to the next step of the grievance procedure.

Section 7. Arbitrator's Ruling Binding; Election of Remedies.

The arbitrator's decision as to matters properly grievable under this Article is final and binding on the parties. The parties understand and agree that filing a grievance concerning a matter properly grievable under this Article constitutes an election of remedies. Any appeal of an arbitrator's decision shall be strictly and solely limited to the following grounds:

- that the arbitrator exceeded his/her authority as provided under this Agreement;
- that the arbitrator's decision was procured by fraud, collusion or other unlawful means; or
- that the arbitrator's decision represents a clear and manifest error of law.

**ARTICLE 12
CIVILIAN EMPLOYEES**

Section 1. Civilian Positions approved.

The City and Association agree that civilian employees (i.e., non-Police Officers) may continue to perform the job duties or functions they currently perform during the life of this Agreement.

Additionally, the City and Association agree that the Police Chief may hire civilian employees (i.e., non-Police Officers) to perform job duties or functions within the department that do not require certification or licensure as peace officers by the Texas Commission on Law Enforcement. However, this authority does not allow the Chief to use civilian employees to fill positions the Civil Service Act requires to be classified.

Section 2. Conditions.

The City agrees that:

- A. the City will not permit civilian employees to perform any job duties or functions that the Civil Service Act requires to be performed by sworn personnel;
- B. the City will not allow civilian employees to supervise Police Officers.

**ARTICLE 13
PREEMPTION OF CIVIL SERVICE & OTHER PROVISIONS**

To the full extent permitted by the applicable Meet and Confer Statute, the terms and provisions in this Agreement preempt and override all contrary, inconsistent or incompatible provisions in civil service rules, city policy, city ordinance, and state law, including but not limited to any provisions in Chapters 141, 142 and 143 of the Texas Local Government Code, to the extent such provisions are inconsistent.

**ARTICLE 14
ENTIRE AGREEMENT**

A. Except as explicitly provided herein, the parties may amend this Agreement during its term only by written mutual agreement ratified in accordance with the provisions of Texas Local Government Code Chapter 142.

B. The parties may mutually agree to corrections or clarifications by Memorandum of Agreement with the authority of Association's Board of Directors and the City's City Manager.

**ARTICLE 15
MAINTENANCE OF STANDARDS**

Section 1. Preservation of Existing Policy.

All Police Officer economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Police Department, pursuant to written policy of the department or the City of Amarillo, on the date of this Agreement, but which are not specifically mentioned in or modified by this Agreement, shall remain unchanged for its duration.

Section 2. Disciplinary Procedure and Officer Rights.

All substantive officer due process and procedural rights set forth in the APD Rules and Regulations shall continue during the term of this Agreement. The Chief shall have the right to make changes in the organization, structure, assignment, duties of personnel, and otherwise, provided that the changes do not modify any substantive officer rights. The Chief will provide the Association advance notice of such procedural changes, and an opportunity to meet and confer in an attempt to ameliorate any perceived negative effects.

If an officer believes that any such change to the policy affects his procedural or substantive right, he shall bring it the attention of the supervisor or IA officer during the process, so that the Department can consider the contention and take any necessary action. The Officer shall have a reasonable time to consult with counsel and raise any such objection. Failing such notice by the officer, the issue may not be raised as a complaint or defect in the discipline process unless it involves an established substantive constitutional right.

**ARTICLE 16
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or contrary to applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision that cures the illegality.

**ARTICLE 17
FUNDING OF THE AGREEMENT**

The parties have engaged in careful and transparent discussions about the provisions in this Agreement, including economics and costs of each component, along with projections of costs and revenues in future years. The City has determined in good faith that it will be able to fund the pay and benefits set forth herein, and is committed to meeting this obligation to the members of the Amarillo Police Officer's Association. In the event of any change in state law that modifies the City's budgetary and revenue authority, such that the City's anticipated revenues are impaired, the City Council shall have the authority to make proportionate adjustments to any additional costs in the relevant fiscal year of this agreement, after a full opportunity for the Association and citizens to address that action in posted public meeting. Before making any such

adjustments, the City will meet and confer with the Association concerning the manner in which such proportionate adjustments are to be effected.

**ARTICLE 18
DURATION**

This Agreement shall be effective for an initial term commencing on the date it is lawfully ratified by parties, and extending until September 30, 2020. Thereafter, the Agreement shall remain in effect until the date it is replaced by a successor Agreement, or September 30, 2021, whichever occurs first.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF _____, 2017.

CITY OF AMARILLO

City Manager

, Mayor

Approved as to Form and Legality:

Attested by:

AMARILLO POLICE OFFICERS ASSOCIATION

, President
Amarillo Police Officers Association

Amarillo City Council Agenda Transmittal Memo



Meeting Date	08/29/2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering	Contact Person	Kyle Schniederjan, City Engineer
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Agenda Caption

Approval-Change Order No. 2– BID # 5735/JOB # 420055 2016/2017 Milling and Overlay of Various Streets

Original Contract:	\$	1,429,471.05
Previous Change Orders:	\$	200,000.00
Current Change Order:	\$	96,039.90
Revised Contract Total:	\$	1,725,510.95

Agenda Item Summary

This item is to approve Change Order No. 2 which adds a profile mill and overlay of Buchanan St. from 6th St. to 11th St., and Pierce and Fillmore Streets at their intersection with 6th St. to match the scope of the existing contract. This Change Order also proposes unit adjustments to proposed 26th Ave. from Paramount Blvd. to Georgia St. as well as on Ross St. from I-40 to 3rd Ave.

Requested Action

Consider approval of Change Order No. 2

Funding Summary

Funding for this change order is available in the Current Project Number 420055.17400.1040 which was approved in the FY 16/17 CIP Budget. The construction expenses of this change order are funded from the General Fund.

Community Engagement Summary

This project will have modest impact to the community. City staff will update the public with press releases and public announcements through social media before and during the project.

Staff Recommendation

City Staff is recommending approval of Change Order No. 2

Bid No. 5735 2017 Milling and Overlay of Various City Streets
 Opened 4:00 p.m., May 5, 2017

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 1 Preparing the Righth of Way or Projet Site: Removal and disposal of concrete curb and gutter with saw cuts where necessary, (COA 3.03) complete, per specifications 200 lf	\$12.500	\$10.00	\$10.800	\$14.00	\$20.00
Unit Price					
Extended Price	2,500.00	2,000.00	2,160.00	2,800.00	4,000.00
Line 2 Preparing the Righth of Way or Project Site: Concrete slab removal including walks, drives, valleys, etc and saw cuts where necessary, (COA 3.03) complete, per specifications 480 sf	\$3.500	\$1.90	\$6.000	\$12.00	\$8.00
Unit Price					
Extended Price	1,680.00	912.00	2,880.00	5,760.00	3,840.00
Line 3 Preparing the Right of Way or Project Site: Removal and disposal of H/MAC and saw cuts where necessary, (COA 3.03 complete, per specifications 50 sy	\$21.000	\$13.20	\$14.400	\$12.00	\$36.00
Unit Price					
Extended Price	1,050.00	660.00	720.00	600.00	1,800.00
Line 4 Scarify, Reshape, Comapnt and Refinish Existing Base Material, (6") Depth (COA 4.05) complete, per specifications 6,180 sy	\$1.800	\$1.90	\$3.600	\$5.50	\$6.10
Unit Price					
Extended Price	11,124.00	11,742.00	22,248.00	33,990.00	37,698.00

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 5 Six inch (6") 3000 psi Concrete curb and gutter, (COA 430) complete, per specifications 200 lf					
Unit Price	\$28.150	\$30.00	\$27.600	\$33.00	\$57.00
Extended Price	5,630.00	6,000.00	5,520.00	6,600.00	11,400.00
Line 6 Eight inch (8") concrete flatwork (valleys and spandrels), minimum 4000 psi at 28 days, reinforced with #4 re reinforcing bars 12" OC both ways, subgrade preparation, complete with toewalls when required (COA 4.09) installed complete, per specifications 480 sf					
Unit Price	\$17.250	\$20.00	\$21.600	\$19.96	\$14.70
Extended Price	8,280.00	9,600.00	10,368.00	9,580.80	7,056.00
Line 7 Plane Existing Asphaltic Concrete Pavement (ACP) one and one half inches (1 1/2") and Stockpile Salvaged Materials, (COA 4.16), per specifications 4,710 sy					
Unit Price	\$3.000	\$3.50	\$2.750	\$2.41	\$3.50
Extended Price	14,130.00	16,485.00	12,952.50	11,351.10	16,485.00
Line 8 Plane existing Asphaltic Concrete Pavement (ACP) three (3") and stockpile salvaged materials, (COA 4.16) complete, per specifications 6,164 sy					
Unit Price	\$3.000	\$5.10	\$2.800	\$3.52	\$4.15
Extended Price	18,492.00	31,436.40	17,259.20	21,697.28	25,580.60

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 9 Plane existing Asphaltic Concrete Pavement (ACP) from zero to one (0" to 1") inch and stockpile salvaged materials, (COA 4.16) complete, per specifications 56,631 sy					
Unit Price	\$1.300	\$2.50	\$1.900	\$2.02	\$2.35
Extended Price	73,620.30	141,577.50	107,598.90	114,394.62	133,082.85
Line 10 Plane existing Asphaltic Concrete Pavment (ACP) ibe (1") inch and stockpile Salvaged Materials, (CO 4.16) complete , per specifications 2,635 sy					
Unit Price	\$7.800	\$2.50	\$2.750	\$6.56	\$2.35
Extended Price	20,553.00	6,587.50	7,246.25	17,285.60	6,192.25
Line 11 Furnish, haul, place and compact one and one-half inch (1 1/2") hot-mix asphaltic concrete, type D, (COA 4.13) complete, per specifications 4,905 sy					
Unit Price	\$8.150	\$10.50	\$12.000	\$8.14	\$11.90
Extended Price	39,975.75	51,502.50	58,860.00	39,926.70	58,369.50
Line 12 Furnish, haul, place and compact three inch (3") hot-mix asphaltic concrete, type D, (COA 4.13) complete, per specifications 6,164 sy					
Unit Price	\$13.500	\$17.00	\$21.100	\$16.52	\$20.80
Extended Price	83,214.00	104,788.00	130,060.40	101,829.28	128,211.20
Line 13 Furnish, haul, place and compact one inch (1") hot-mix asphaltic concrete, type D, (COA 4.13) complete , per specifications 185,087 sy					
Unit Price	\$6.000	\$5.95	\$6.600	\$7.68	\$8.60
Extended Price	1,110,522.00	1,101,267.65	1,221,574.20	1,421,468.16	1,591,748.20

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 14 Remove and replace existing asphaltic concrete pavement, base course and subgrade adjacent to concrete flatwork and cutb and gutter as noted on plans as necessary, including saw cuts, installed per COA Paving Tie (Typ) detail (COA 4.02, 4.05 and 4.13) complete, per specifications 50 sy					
Unit Price	\$41.000	\$55.00	\$84.000	\$5.50	\$132.00
Extended Price	2,050.00	2,750.00	4,200.00	275.00	6,600.00
Line 15 Water Valve Box Adjustment, installed complete, per specifications 27 ea					
Unit Price	\$300.000	\$440.00	\$546.000	\$275.56	\$535.00
Extended Price	8,100.00	11,880.00	14,742.00	7,440.12	14,445.00
Line 16 Manhole Adjustment, installed complete, per specifications 20 ea					
Unit Price	\$690.000	\$770.00	\$840.000	\$275.56	\$720.00
Extended Price	13,800.00	15,400.00	16,800.00	5,511.20	14,400.00
Line 17 Furnishm install and maintain Traffic Control Plan, (COA 9.04) complete, per specifications 1 ls					
Unit Price	\$14,750.000	\$88,050.00	\$139,800.000	\$57,665.35	\$105,000.00
Extended Price	14,750.00	88,050.00	139,800.00	57,665.35	105,000.00
Bid Total	1,429,471.05	1,602,638.55	1,774,989.45	1,858,175.21	2,165,908.60

Awarded to Vendor
 Change Order 1
 Change Order 2
 1,429,471.05
 200,000.00
 96,039.90
1,725,510.95
