

Coggins, Stephanie

From: Beckstedt, Jeri <Jeri.Beckstedt@bakertilly.com>
Sent: Thursday, May 2, 2024 12:19 PM
To: Zelinka, Al; McWilliams, Bryan
Cc: Hartman, Floyd; Jacobs, Carol
Subject: RE: Governance & Ends Policies Follow up
Attachments: Amarillo_CharterReview_GovEnds Policies_2024_EngageLetter_240502.pdf;
Amarillo_CharterReview_GovEnds Policies_2024_EngageLetter_240502.docx

Flag Status: Flagged

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Mr. McWilliams, Please see the attached engagement letter for the Governance and Ends Policies Review by Baker Tilly. If the agreement is satisfactory and you have no edits, Mr. Hartman can sign on page 4.

I have also attached a Word document should you wish to propose edits to the engagement letter.

Thank you, Jeri Beckstedt

Jeri Beckstedt
Manager, Office Services



[Schedule a meeting.](#)

Baker Tilly US, LLP
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1730 Madison Road, Cincinnati, OH 45206

jeri.beckstedt@bakertilly.com | [bakertilly.com](https://www.bakertilly.com)



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From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Thursday, May 2, 2024 11:15 AM
To: McWilliams, Bryan <Bryan.Mcwilliams@amarillo.gov>
Cc: Beckstedt, Jeri <Jeri.Beckstedt@bakertilly.com>
Subject: RE: Governance & Ends Policies Follow up

Thank you, Mr. McWilliams. Jeri Beckstedt will send a standard agreement to you.

Al Zelinka, FAICP, CMSM
Director



Baker Tilly US, LLP
M: +1 (714) 815 6403
18500 Von Karman Avenue, 10th Floor, Irvine, California, 92612 USA
al.zelinka@bakertilly.com | bakertilly.com

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From: McWilliams, Bryan <Bryan.Mcwilliams@amarillo.gov>
Sent: Thursday, May 2, 2024 8:10 AM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>
Subject: RE: Governance & Ends Policies Follow up

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Al,

If you will send me your standard consulting contract I will be happy to review so that we begin scheduling consultation dates.

Thank you.
Bryan McWilliams
City Attorney
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105
(806) 378-6067

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From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Tuesday, April 30, 2024 8:36 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>; McWilliams, Bryan <Bryan.Mcwilliams@amarillo.gov>
Cc: Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Savage, Donna <Donna.Savage@amarillo.gov>
Subject: RE: Governance & Ends Policies Follow up

You don't often get email from al.zelinka@bakertilly.com. [Learn why this is important](#)

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Thank you, Floyd.

Bryan, please let us know if you have any questions.

Al

Al Zelinka, FAICP, CMSM
Director



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From: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Sent: Tuesday, April 30, 2024 7:14 AM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; McWilliams, Bryan <Bryan.Mcwilliams@amarillo.gov>
Cc: Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Savage, Donna <Donna.Savage@amarillo.gov>
Subject: RE: Governance & Ends Policies Follow up

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Bryan, can you work Mr. Zelinka to process a contract?

Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105

806-378-9086

floyd.hartman@amarillo.gov

From: Zelinka, Al <Al.Zelinka@bakertilly.com>

Sent: Monday, April 29, 2024 11:59 AM

To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>

Cc: Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Savage, Donna <Donna.Savage@amarillo.gov>

Subject: RE: Governance & Ends Policies Follow up

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Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Mr. Floyd –

Good morning. As a follow-up to the communications below, attached please find a proposal to provide assistance to the City of Amarillo on both the City Charter amendment process and the Governance and Ends Policies update. We would be happy to answer any questions or provide additional information. Have a good day and we look forward to hearing from you.

Thank you,

Al

Al Zelinka, FAICP, CMSM
Director



Baker Tilly US, LLP
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[Schedule a meeting](#)



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From: Hartman, Floyd <Floyd.Hartman@amarillo.gov>

Sent: Wednesday, April 24, 2024 6:57 AM

To: Williams, Edward <Edward.Williams@bakertilly.com>

Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Savage, Donna <Donna.Savage@amarillo.gov>

Subject: RE: Governance & Ends Policies Follow up

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Thanks I appreciate this. The qualifications look outstanding. I don't have a formal rfp. I would like to propose the following for both Governance and Ends as well as Charter:

My vision is the consultant would guide Council and Staff through discussions of each topic. For the consultant I would anticipate, Total of 8 meetings, 4 in person here and 4 internet attendance. Obviously there would be document review and preparation time and insurance for onsite visits (should be in place with existing contract).

If we can refine this scope, I will have our attorney draft a proposed contract. Thanks

Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105
806-378-9086
floyd.hartman@amarillo.gov

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Tuesday, April 23, 2024 4:23 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>
Subject: Governance & Ends Policies Follow up

You don't often get email from edward.williams@bakertilly.com. [Learn why this is important](#)

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Mr. Hartman,

I pray you are having a great day. The purpose of this note is twofold. First, I want to introduce you to members of our team who are prepared to provide you with a proposal for your Governance & Ends Policies, and related consulting services you may find of interest. Carol, and Al are accomplished public sector executives who welcome the opportunity to work with you, and the Amarillo City Council. Secondly, I want to circle back to ensure that Carol and Al have the most detailed information about your current or projected need.

[Carol Jacobs](#),

[Al Zelinka](#),

Please let us know if you have questions or need anything from us at this point. For example, do you have an RFP or details of your desired services? Would you like to schedule a brief Teams meeting to discuss the above?

We are looking forward to working with you and your team.

Best wishes,

Edward

Edward G Williams
Director



Baker Tilly US, LLP
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edward.williams@bakertilly.com | bakertilly.com



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Baker Tilly US, LLP
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T: +1(949-809-5588)

bakertilly.com

May 2, 2024

Mr. Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Amarillo, TX (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.



Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Carol Jacobs, Managing Director
Carol.Jacobs@bakertilly.com
(714) 287-1547

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

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Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

April 29, 2024

Mr. Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105

Baker Tilly US, LLP
17 Cowboys Way, Suite 800
Frisco, TX 75034
+1 (949) 809 5588
bakertilly.com

Delivered electronically to floyd.hartman@amarillo.gov

Dear Mr. Hartman:

Thank you for the opportunity to provide this proposal to support the City of Amarillo on amendments to its *City Charter* (as originally adopted on November 18, 1913, and amended thereafter ten times by the citizens of Amarillo — most recently in 2020) and updates to its *Governance and Ends Policies* (as approved and readopted on August 24, 2021). We understand that time is of the essence for the City Charter amendments as the City Council's first and second readings of an ordinance to order an election on November 5, 2024, must occur by August 19, 2024, to meet the requirements of the Texas Election Code (i.e., the ordinance readings could occur at the regular meetings of the City Council on July 23, 2024, and August 13, 2024). The proposed Charter amendments will be recommended by the City Council-appointed Charter Review Committee to be placed on the ballot for the November 5, 2024, election. Additionally, we understand that in May, City staff will be bringing to the City Council a draft update to the City of Amarillo Governance and Ends Policies based on City staff experience and input received previously from the City Council.

Based on Baker Tilly's understanding of your needs, we are confident we are the right fit to support the *City Charter* amendment and *Government and Ends Policies* review assistance you seek. Director Al Zelinka will serve as the project director on this project and will be the City's lead contact for contract and performance matters; Shauna Clark will serve as the project manager and be responsible for carrying out the plan of work, as well as attending (virtually/in-person) City Council and Charter Review Committee meetings; and Consulting Manager Mary Locey will support the project through research and analysis.

It is assumed Baker Tilly will appropriately coordinate with the Interim City Manager, City Secretary, and City Attorney for input, guidance, and review pertaining to amendments to the City of Amarillo *City Charter* and updates to the City of Amarillo *Governance and Ends Policies*.

Baker Tilly capabilities

Baker Tilly provides a full range of consulting services to the public sector, using our extensive team of former local government professionals and subject matter experts. Our practice and experience cover every functional area of local government, including assisting cities with charter reform matters. One of the advantages of being a national firm is that we have ample resources to support our consultant teams in their respective engagements, including analytic, research, and technology support.

Additionally, each report or deliverable prepared by Baker Tilly undergoes our internal peer review and production/proofing process to ensure rigorous analysis, clear writing, and thoughtful presentation. These quality control steps have been a hallmark of our firm for many years.

The core team assembled for this engagement are seasoned local government professionals, each with decades of experience. This will translate into greater insight and a high degree of accessibility to the City of Amarillo. Their qualifications are summarized later in this proposal.

Proposed plan of work

We have prepared a plan of work to achieve the project objectives defined above for amending the City of Amarillo *City Charter* and assisting with updates to its *Governance and Ends Policies*. This framework is amenable to refinements based on the input of the City of Amarillo.

Activity 1 – Start the *City Charter* project and gather background information

Baker Tilly will begin the project with a quick learning phase to help us understand the organizational setting and confirm City Council and key City staff insights regarding amendments to the City of Amarillo *City Charter*. Baker Tilly will establish the foundation through the tasks described below.

Meet with the Interim City Manager and others. At the start of the engagement, we will meet with the Interim City Manager and others to understand the background on amending the City of Amarillo *City Charter* and review the City Council's written charge of topics to the Charter Review Committee. The Baker Tilly team will make itself available to schedule and conduct this meeting virtually promptly after the professional services agreement is executed.

Review background materials. Based on the kickoff meeting, Baker Tilly will review various materials provided by the Interim City Manager and City Secretary to gain a solid understanding of the background of the City of Amarillo *City Charter*. Such materials will include the *City Charter*, staff reports, ballot language and implementing ordinances of the ten previous Charter amendments, deadlines pertaining to the November 5, 2024, election (as provided by the City Secretary), links to any City Council discussions on the City of Amarillo *City Charter*, and other materials that will help Baker Tilly understand the work effort.

Activity 2 – Support the Charter Review Committee's review of *City Charter* topics to be considered for reform or amendment

Baker Tilly will provide support to the City of Amarillo Charter Review Committee as it reviews, discusses and considers the topics identified by the City Council for amendment to the *City Charter*. We assume there will be up to five Charter Review Committee meetings in May, June, and July 2024. Baker Tilly will follow up on issues raised by the Charter Review Committee and envision this support will include:

- Attending Charter Review Committee meetings. Baker Tilly's project manager will attend the first Charter Review Committee meeting in person and the remaining meetings virtually. Baker Tilly's project coordinator will attend all five Committee meetings virtually.
- Leading or supporting Charter Review Committee discussions. Baker Tilly will coordinate with the Interim City Manager to prepare for meetings and facilitate discussions as appropriate.
- Providing research support and preparation of written materials for the Charter Review Committee. Our team will coordinate with the Interim City Manager, City Secretary, and City Attorney for additional information needed, conduct relevant research and collect information compiled by relevant organizations. As the Charter Review Committee addresses topics, Baker Tilly will lead or support city staff in conducting research and preparing written materials (e.g., memoranda, reports, presentations). These written materials may include items such as:
 - Background information,
 - Graphs, charts, and tables to summarize research, comparative practices, and other issues,
 - Focused evaluation of specific topics,
 - Review of policy considerations,
 - Analysis of proposed charter changes on city governance, and
 - Evaluation of fiscal impacts.

Activity 3 – Document the work of the Charter Review Committee for consideration by the City Council

Given the fast-paced nature of this two-to-three-month process, Baker Tilly will collaborate with the Charter Review Committee, Interim City Manager and key staff to determine when summaries and reports should be provided to update the City Council on the work of the Charter Review Committee. Our team will then assist in preparing these written materials, which may include:

- Summary of the work of the Charter Review Committee,
- Final recommendations of the Charter Review Committee concerning the proposed amendments to the *City Charter*,
- A draft ordinance to order the election and ballot language for amendments to be considered by the Amarillo voters on November 5, 2024, and
- In-person attendance (and presentation as needed) at City Council meetings to support the Charter Review Committee in delivering its recommendations and for the First Reading of the ordinance to order the election; and virtual attendance (and presentation as needed) at the City Council meeting for the Second Reading of the ordinance to order the election.

Activity 4 – Review and make recommendations on *Governance & Ends Policies*

Building upon guidance from the City Council, City staff is updating the City of Amarillo *Governance and Ends Policies* and will bring the draft update to the City Council in May for consideration. As an available resource to City staff and the City Council, Baker Tilly — based on its nationwide work with cities on governance and other matters — will review the draft and recommend any additional best practices used by other municipalities. Baker Tilly will also be pleased to virtually present its additional recommendations to the Amarillo City Council. We anticipate products for this activity could include:

- Summary report with recommended updates to the *Governance and Ends Policies*, including identification of best practices and other considerations, and
- Virtual presentation to the City Council.

Activity 5 – City of Amarillo Mission and Vision Statements update assistance

The City Council adopted Resolution 09-26-23-1 to establish the City of Amarillo's Strategic Pillars and Milestones components of the Strategic Plan. Given the recently adopted resolution and the forthcoming updates to the City of Amarillo *Governance and Ends Policies* and potential amendments to the City of Amarillo *City Charter*, the City of Amarillo has a unique opportunity to revisit its Mission and Vision statements to maximize alignment between guiding policy direction of the City Council. To this end, Baker Tilly is suggesting the following process that can be accomplished in June to update the City of Amarillo's Mission and Vision statements:

- Virtually interview City Council members for input on the current Mission and Vision statements as well as suggestions and thoughts about possible changes,
- Development of draft updated Mission and Vision statements based on City Council input,
- Preparation of report and presentation of the recommended draft updated Mission and Vision statements, and
- Virtual presentation to the City Council.

Aligning key engagement team members with your goals

Our team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. The core team members are introduced below. They may be supported by other Baker Tilly professionals as necessary.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY OF AMARILLO



Al Zelinka — Director

Role: Project manager

Al brings a wealth of experience in local government leadership and consulting to his work with Baker Tilly's public-sector advisory team. He served most recently as city manager for the California cities of Huntington Beach and Riverside. Key accomplishments in those roles include overhauling outdated administrative policies and procedures, improving financial health, developing public infrastructure, advancing strategic planning and succession planning, advancing policies on equity and homelessness, and promoting community engagement. Al also served as community development director for the cities of Riverside and Fullerton, creating more efficient and effective processes and improving operations. Prior to his public service career, Al served more than 100 cities across the U.S.



Shauna Clark — Special Advisor

Role: Project manager

Shauna Clark has more than 30 years of expertise in local government operations and leadership. She served as city manager in San Bernardino from 1990 to 1997 and La Habra Heights from 2007 to 2016. Between city management positions, she was an independent consultant working for cities. As a consultant, she worked with the City of Los Angeles, where her assignments included serving as managing director of operations for Los Angeles' 2000 Democratic National Convention. In addition to Los Angeles, she also worked as project manager for Pasadena and Carmel-by-the-Sea for the renovation of two historic buildings. Shauna also performed economic analyses for Moreno Valley and other Inland Empire cities. Since 2000, Shauna has also been an adjunct professor in the MPA program at California State University Northridge. Shauna is currently leading Baker Tilly's work for the City of Pasadena City Charter amendments.



Mary Locey — Special Advisor

Role: Project support

Mary's broad range of local government experience includes public information and community and employee engagement, budgeting and purchasing, managing agendas, administering state and federal grants, implementing special projects, managing economic development and business improvement districts, developing internal policies and procedures, leading interdepartmental teams, and providing research and project support for city councilmembers and executive staff. Before becoming a consultant, she held progressively responsible roles within the California city of Newport Beach.

City of Amarillo
April 29, 2024

Professional fees

Estimating the cost of the services for this engagement is \$49,975, inclusive of all expenses. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

Conclusion

The City of Amarillo is a valued client of Baker Tilly. Al Zelinka, Shauna Clark, and Mary Locey will personally involve themselves in all aspects of our relationship from the initiation of the engagement through its completion. Thank you for the opportunity to make tangible contributions to your success. Our team is excited to earn your trust, and we look forward to discussing your questions and feedback.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly US, LLP
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. © 2024 Baker Tilly US, LLP. Baker Tilly US, LLP is currently undergoing a restructuring of its organization, which is anticipated to occur on or around June 1, 2024. Following the closing of such restructuring, all consulting and tax engagements will be performed by Baker Tilly Advisory Group, LP. All assurance engagements will continue to be performed by Baker Tilly US, LLP.

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Baker Tilly US, LLP
2570 W. El Camino Real Ste. 640
Mountain View, CA 94040
United States of America

T: +1(949-809-5588)

bakertilly.com

May 2, 2024

Mr. Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Amarillo, TX (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

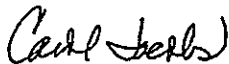
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Carol Jacobs, Managing Director
Carol.Jacobs@bakertilly.com
(714) 287-1547

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

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Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Coggins, Stephanie

From: Coggins, Stephanie
Sent: Wednesday, April 24, 2024 1:17 PM
To: Zelinka, Al; Hartman, Floyd; Williams, Edward
Cc: Jacobs, Carol
Subject: RE: Governance & Ends Policies Follow up
Attachments: 2024 Charter Amendment Election Plan of Action.docx

Hello Mr. Zelinka,

I have attached a draft plan we have discussed with Council that may help you draft a scope – specific committee meeting dates are not set in stone as we’ve been asked to query the members as to the best dates for them to meet. Under Texas Election Code, City Council must order an election on or before August 19, 2024 to be on the November 2024 ballot. For a Charter amendment election, Council would need to pass an ordinance which requires two readings. Hope this helps – let me know if I can provide any further information.

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, April 24, 2024 12:26 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>; Williams, Edward <Edward.Williams@bakertilly.com>
Cc: Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Savage, Donna <Donna.Savage@amarillo.gov>
Subject: RE: Governance & Ends Policies Follow up

You don't often get email from al.zelinka@bakertilly.com. [Learn why this is important](#)

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Mr. Hartman, Interim City Manager –

Good afternoon. It’s a pleasure to meet you via email and we look forward to meeting you, Ms. Savage and Ms. Coggins virtually or in-person in the days ahead. Thank you for your guidance below. We will have a proposal to you by May 3rd.

Ms. Coggins, City Secretary –

Good afternoon. For purposes of developing a draft schedule for the scope of work (i.e., most of the meetings and work will occur during June and July), we are wondering if you could provide key dates per the Texas Election Code timing required for Amarillo City Council action(s) for placing a measure (Charter Amendment) on the November 5, 2024, ballot. Thank you for your guidance.

Al Zelinka, FAICP, CMSM
Director



Baker Tilly US, LLP
M: +1 (714) 815 6403
18500 Von Karman Avenue, 10th Floor, Irvine, California, 92612 USA
al.zelinka@bakertilly.com | bakertilly.com

Schedule a meeting



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From: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Sent: Wednesday, April 24, 2024 6:57 AM
To: Williams, Edward <Edward.Williams@bakertilly.com>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Savage, Donna <Donna.Savage@amarillo.gov>
Subject: RE: Governance & Ends Policies Follow up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks I appreciate this. The qualifications look outstanding. I don't have a formal rfp. I would like to propose the following for both Governance and Ends as well as Charter:

My vision is the consultant would guide Council and Staff through discussions of each topic. For the consultant I would anticipate, Total of 8 meetings, 4 in person here and 4 internet attendance. Obviously there would be document review and preparation time and insurance for onsite visits (should be in place with existing contract).

If we can refine this scope, I will have our attorney draft a proposed contract. Thanks

Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105
806-378-9086
floyd.hartman@amarillo.gov

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Tuesday, April 23, 2024 4:23 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>
Subject: Governance & Ends Policies Follow up

You don't often get email from edward.williams@bakertilly.com. [Learn why this is important](#)

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Mr. Hartman,

I pray you are having a great day. The purpose of this note is twofold. First, I want to introduce you to members of our team who are prepared to provide you with a proposal for your Governance & Ends Policies, and related consulting services you may find of interest. Carol, and Al are accomplished public sector executives who welcome the opportunity to work with you, and the Amarillo City Council. Secondly, I want to circle back to ensure that Carol and Al have the most detailed information about your current or projected need.

[Carol Jacobs](#),

[Al Zelinka](#),

Please let us know if you have questions or need anything from us at this point. For example, do you have an RFP or details of your desired services? Would you like to schedule a brief Teams meeting to discuss the above?

We are looking forward to working with you and your team.

Best wishes,

Edward

Edward G Williams
Director



Baker Tilly US, LLP

T: +1 (214) 842 6478 | M: +1 (214) 608 6363

17 Cowboys Way, Suite 800, Frisco, TX, 75034

edward.williams@bakertilly.com | bakertilly.com



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City of Amarillo
2024 Charter Amendment Election Process

DESCRIPTION	DATE
Provide memo to Council regarding 2020 process <ul style="list-style-type: none"> provided in weekly operational update 	Feb. 16, 2024
Discuss Possible Charter Amendment Election at City Council Meeting <ul style="list-style-type: none"> Explain the process used in 2020 receive feedback/consensus on path forward 	Apr. 9, 2024
Discuss Charter Amendment Election Process <ul style="list-style-type: none"> Discuss the structure & get feedback on the plan Councilmembers provide names of citizens willing to serve Appoint Council subcommittee 	Apr. 23, 2024
Discuss Charter Amendment Election Process <ul style="list-style-type: none"> Discuss the citizens committee & appoint members Establish topics City Council would like the charge the committee with reviewing 	May XX, 2024 <i>(looking at special meeting week of May 6)</i>
Confirm committee appointees <ul style="list-style-type: none"> Staff reach out and confirm information/willingness to serve Send copy of Charter for preliminary review Query availability for June meetings 	May 15-20, 2024
Committee Meeting #1: Kickoff <ul style="list-style-type: none"> Explanation of the Charter (City Attorney) Present Council's written charge (Council subcommittee) Election a committee chair (citizen members) Discuss schedule of meetings and items to be covered at each 	May 30, 2024
Committee Meeting #2: Topics <ul style="list-style-type: none"> Discuss Committee Charge Topics 1 & 2 	Jun. 6, 2024
Committee Meeting #3: Topics <ul style="list-style-type: none"> Revisit & conclude Committee Charge Topics 1 & 2 Discuss Committee Charge Topics 3 & 4 	Jun. 13, 2024
Committee Meeting #4: Topics <ul style="list-style-type: none"> Revisit & conclude Committee Charge Topics 3 & 4 Discuss Committee Charge Topic 5 Discuss any Committee initiated topics 	Jun. 20, 2024
Committee Meeting #5: Topics <ul style="list-style-type: none"> Revisit and conclude Committee Charge Topic 5 and any Committee initiated topics Draft recommendation to Council 	Jun. 27, 2024
Committee presents recommendation to City Council <ul style="list-style-type: none"> Chair or spokesperson presents the committee's recommendation for ballot proposals to Council Council gives consensus on what proposals to move forward 	Jul. 9, 2024
Ordering of election by ordinance <i>(Deadline = Aug 19, 2024)</i> <ul style="list-style-type: none"> First reading Second reading 	Jul. 23, 2024 Aug. 13, 2024
Election Day	Nov. 5, 2024

**City of Amarillo
2024 Charter Amendment Election Process**

CITIZEN REVIEW COMMITTEE TENTATIVE TIME COMMITMENT

DATE	TIME	DESCRIPTION
Thursday, May 30, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 6, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 13, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 20, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 27, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, July 9, 2024	3:00 PM - ??	City Council Meeting

Additional time needed between meetings of a few hours per week to review topics and prepare for weekly discussions.

DRAFT

Coggins, Stephanie

From: Hartman, Floyd
Sent: Monday, May 6, 2024 1:06 PM
To: Williams, Edward
Cc: Zelinka, Al; Jacobs, Carol; Coggins, Stephanie
Subject: RE: Governance & Ends Policies Follow up

Good Edward, I left you a phone message. I wanted to discuss the possibility of getting someone to join us this Thursday at 8:30 a.m. via teams to help facilitate the Council meeting to discuss the Charter. The Council will be bringing their topics to this meeting.

Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105
806-378-9086
floyd.hartman@amarillo.gov

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Tuesday, April 23, 2024 4:23 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>
Subject: Governance & Ends Policies Follow up

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Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Mr. Hartman,

I pray you are having a great day. The purpose of this note is twofold. First, I want to introduce you to members of our team who are prepared to provide you with a proposal for your Governance & Ends Policies, and related consulting services you may find of interest. Carol, and Al are accomplished public sector executives who welcome the opportunity to work with you, and the Amarillo City Council. Secondly, I want to circle back to ensure that Carol and Al have the most detailed information about your current or projected need.

[Carol Jacobs](#),

[Al Zelinka](#),

Please let us know if you have questions or need anything from us at this point. For example, do you have an RFP or details of your desired services? Would you like to schedule a brief Teams meeting to discuss the above?

We are looking forward to working with you and your team.

Best wishes,

Edward

Edward G Williams
Director



Baker Tilly US, LLP

T: +1 (214) 842 6478 | M: +1 (214) 608 6363

17 Cowboys Way, Suite 800, Frisco, TX, 75034

edward.williams@bakertilly.com | bakertilly.com



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Coggins, Stephanie

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Tuesday, April 23, 2024 4:23 PM
To: Hartman, Floyd
Cc: Zelinka, Al; Jacobs, Carol
Subject: Governance & Ends Policies Follow up

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[Carol Jacobs](#),

[Al Zelinka](#),

Please let us know if you have questions or need anything from us at this point. For example, do you have an RFP or details of your desired services? Would you like to schedule a brief Teams meeting to discuss the above?

We are looking forward to working with you and your team.

Best wishes,

Edward

Edward G Williams
Director



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Coggins, Stephanie

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Wednesday, April 17, 2024 4:03 PM
To: Hartman, Floyd
Subject: Follow up

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Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Mr. Hartman,

Thank you for taking my call on Wednesday, April 17, 2024

We are looking forward to working with you all.

Happy Wednesday!

Edward

Edward G Williams
Director



Baker Tilly US, LLP
T: +1 (214) 842 6478 | M: +1 (214) 608 6363
17 Cowboys Way, Suite 800, Frisco, TX, 75034
edward.williams@bakertilly.com | bakertilly.com



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Coggins, Stephanie

From: Coggins, Stephanie
Sent: Thursday, January 25, 2024 11:38 AM
To: edward.williams@bakertilly.com
Subject: Signed Letter of Agreement - City of Amarillo
Attachments: Baker Tilly Letter Agreement 1-25-24.pdf

Hi Edward,

Here is the letter of agreement you sent signed on our end. Please have it executed on your side and return a final copy for my records.

Also, please let me know how I can assist you as we begin this process. I'm happy to visit via email or jump on a Zoom to discuss what you may need of me in connecting with Council during this process. Please note my cell phone number is below – you are welcome to utilize that number for calls or texts if needed.

Thank you,

Stephanie Coggins
City Secretary
City of Amarillo
P O Box 1971
Amarillo, TX 79105
stephanie.coggins@amarillo.gov
O: (806) 378-3014
C: (806) 282-1584

Optimism is the faith that leads to achievement. Nothing can be done without hope and confidence. (Helen Keller)

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January 17, 2024



Baker Tilly US, LLP
205 N. Michigan Avenue, 28th Floor
Chicago, IL 60601
United States of America

bakertilly.com

Ms. Stephanie Coggins, City Secretary
City of Amarillo
P O Box 1971
Amarillo, TX 79105

Dear Ms. Coggins:

This letter agreement (the "Agreement") documents City of Amarillo, Texas ("you/r" or "Client") engagement of Baker Tilly US, LLP ("we" or "Baker Tilly") to conduct a public sector executive recruitment for a City Manager (the "Project"). This Agreement defines our and your respective obligations for the Project.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your needs, and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Professional Services Description
Phase I	<u>Task 1</u> – Develop the candidate profile and its related marketing, recruitment, and outreach campaign. <u>Task 2</u> – Accept, review, classify and correspond with prospective applicants.
Phase II	<u>Task 3</u> – Draft written questionnaire, one-way interview, and due diligence questionnaire, assign to qualified applicants who meet established or desired profile, then prepare, and submit a semifinal report to client. <u>Task 4</u> – Conduct reference, academic verifications, criminal and/or credit history check. report
Phase III	<u>Task 5</u> – Develop a final process, candidate rating, suggested interview questions. <u>Task 6</u> – Support the process of extending a job offer and negotiation as needed.
Conclusion	Finalist accepts clients offer.

Project Timing and Budget

The Project will commence upon your execution of this Agreement and will remain in effect for the period necessary for successful completion of the Project.

1. Dr. Edward G. Williams will lead the Project, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$36,382 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for up to two on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and should be managed directly by the

CITY OF AMARILLO, TEXAS – CITY MANAGER – EXECUTIVE RECRUITMENT AGREEMENT

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Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.

2. The Fee will be billed in four installments; 30% billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of your offer by the candidate you select. The Fee is not contingent. This means that if you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$2,450. For additional on-site visits (beyond the two days included in each search), the additional fee would be an hourly rate of \$350 plus expenses.
4. If client requests additional services, such as strategic planning, performance management, coaching, onboarding, benefits and compensation studies, employee management, etc., Baker Tilly will present the associated fee, for approval, prior to beginning said work.

Baker Tilly's Guarantees

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to select from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months of hire date, Baker Tilly will conduct an additional search at no additional professional fee but will invoice you for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

CITY OF AMARILLO, TEXAS – CITY MANAGER – EXECUTIVE RECRUITMENT AGREEMENT

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Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the times established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Terms and Conditions

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary, or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

CITY OF AMARILLO, TEXAS – CITY MANAGER – EXECUTIVE RECRUITMENT AGREEMENT

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2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

If this Agreement correctly sets for your understanding, please sign below, and return one copy to us for our files. We look forward to collaborating with you on this important project.

Sincerely,

Anne Lewis, Managing Director

Client Acceptance and Signature:

Name: 
Title: Interim City Manager
Date: 1/25/24

CITY OF AMARILLO, TEXAS – CITY MANAGER – EXECUTIVE RECRUITMENT AGREEMENT

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Coggins, Stephanie

Subject: Amarillo City Council Work Session Prep Meeting

Start: Mon 6/3/2024 2:30 PM

End: Mon 6/3/2024 2:30 PM

Recurrence: (none)

Organizer: Coggins, Stephanie

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 299 683 233 957

Passcode: aLySds

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Coggins, Stephanie

Subject: Review Working Administrative Draft Charter Review Citizens Committee Report

Start: Mon 6/3/2024 2:30 PM
End: Mon 6/3/2024 2:30 PM

Recurrence: (none)

Organizer: Zelinka, Al

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. Shauna has prepared a draft report to provide to the Charter Review Committee prior to its first May 30 meeting. This meeting is to receive high level input on a shared-screen review of the working administrative draft.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 254 062 951 635

Passcode: 6j8Nde

Dial in by phone

[+1 312-248-4474,,115395515#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 115 395 515#

For organizers: [Meeting options](#) [Reset dial-in PIN](#)



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4.

2

Coggins, Stephanie

From: Coggins, Stephanie
Sent: Thursday, May 9, 2024 7:50 AM
To: al.zelinka@bakertilly.com; shauna.clark@bakertilly.com
Cc: Hartman, Floyd
Subject: 2024 Charter Review Citizen Committee - Final for Council Consensus.pdf
Attachments: 2024 Charter Review Citizen Committee - Final for Council Consensus.pdf

Good morning!

Here is the final committee list we will lay at each councilmember's seat for that item. Staff in our department reached out and has confirmed with each that they are willing to serve and able to commit. If Council give us consensus today, this committee is ready to begin on May 30th.

Thanks,
Stephanie

City of Amarillo
2024 Charter Review Citizens Committee

NAME:	NOMINATED BY:
DONNA WARD	Stanley
MICHAEL HANNING	Stanley
GARY PITNER	Simpson
FREDA POWELL	Simpson
KIM BENSON	Scherlen
TOBY HUDSON	Scherlen
RODNEY HILL	Tipps
DEAN CRUMP	Tipps
SANDRA MCCARTT	Craft
AUDREY CASTILLO	Craft

This list of 10 members has been confirmed - each is willing to serve and can make the meeting committments. If council gives consensus today, this is the committee.

Coggins, Stephanie

From: Coggins, Stephanie
Sent: Monday, May 20, 2024 8:30 AM
To: Clark, Shauna; Hartman, Floyd
Cc: Zelinka, Al
Subject: RE: AmarilloCharterMay30Agemda
Attachments: AmarilloCharterMay30Agemda.docx

I have added a location. No other edits necessary in my review.

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Clark, Shauna <Shauna.Clark@bakertilly.com>
Sent: Monday, May 20, 2024 8:20 AM
To: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>
Subject: AmarilloCharterMay30Agemda

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Good Morning

Here is a draft agenda for the May 30 meeting. Please feel free to edit

Shauna

**Shauna Clark | Public Sector Advisory
Consultant**



Baker Tilly US, LLP
T: +1 (310) 826 4474 | M: +1 (626) 429 1990
11150 Santa Monica Blvd. St. 600 Los Angeles CA 90025
shauna.clark@bakertilly.com | [bakertilly.com](https://www.bakertilly.com)

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**Agenda – Thursday, May 30, 2024, at 5:30 p.m.
Citizen’s Charter Study Committee
City Hall Room 105 – 601 S. Buchanan**

1. Introduce Baker Tilly as facilitators and explain how Baker Tilly will support the committee
Al Zelinka -- Shauna Clark -- Mary Locey -- Dennis Hawkins

2. Committee Members – Self-introductions - Elect Chair and Vice Chair

Name	Nominated by	Name	Nominated by
Donna Ward	Stanley	Toby Hudson	Scherlen
Michael Hanning	Stanley	Rodney Hill	Tipps
Gary Pitner	Simpson	Dean Crump	Tipps
Freda Powell	Simpson	Sandra McCartt	Craft
Kim Benson	Scherlen	Audrey Castillo	Craft

3. Scope of Work (items discussed by the Mayor and Council on May 9, 2024)
 - A. Staggered terms
 - B. Three-year terms
 - C. Four-year terms
 - D. Mayor: Two-year terms
 - E. Expand to Seven Member Council

4. Explanation of Texas codes limiting frequency of charter amendments

5. Goals and Objectives:
 - A. Consider all items recommended by Mayor and Council
 - B. Select amendments to recommend to the Mayor and Council
 - C. List proposed amendments in priority order
 - D. Consider possibility of voter fatigue
 - E. Consider Article 5, Section 5(a) of state constitution limiting charter amendments
 - F. Complete work no later than: _____
 - G. Return to the City Council for their July 9, 2024, meeting

6. Meeting schedule: June 6, 13, 20, 27 at 5:30 p.m. Council: July 9, 2024

7. Adjournment – Next meeting: June 6

Coggins, Stephanie

From: Coggins, Stephanie
Sent: Tuesday, May 7, 2024 8:19 AM
To: Zelinka, Al; Hartman, Floyd; Williams, Edward
Cc: Jacobs, Carol; Clark, Shauna
Subject: RE: Governance & Ends Policies Follow up

Thank you, Al. I'll send a Zoom or Teams invitation for the meeting on Thursday to both of you. Do you have a preference on which platform?

It would be good to have a quick prep meeting. Today looks pretty full on our end, but tomorrow at 8:30am, 11:00am or 1:00pm could work. We are CST, and I anticipate it would only be 10-15 minutes.

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Tuesday, May 7, 2024 7:50 AM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>; Williams, Edward <Edward.Williams@bakertilly.com>
Cc: Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: Re: Governance & Ends Policies Follow up

You don't often get email from al.zelinka@bakertilly.com. [Learn why this is important](#)

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Good morning, Floyd and Stephanie. I left a message yesterday afternoon with Donna indicating Shauna Clark and I can remotely attend the 8:30am Amarillo City Council meeting on Thursday. Please email or call me at (714) 815-6403 to coordinate any background and insights for our role in the meeting so that we are prepared and meet expectations.; alternatively, we would be happy to participate in a remote prep meeting with you today or tomorrow -- please provide any times that you have available. Thank you, Al

From: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Sent: Monday, May 6, 2024 11:06 AM
To: Williams, Edward <Edward.Williams@bakertilly.com>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Subject: RE: Governance & Ends Policies Follow up

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Good Edward, I left you a phone message. I wanted to discuss the possibility of getting someone to join us this Thursday at 8:30 a.m. via teams to help facilitate the Council meeting to discuss the Charter. The Council will be bringing their topics to this meeting.

Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105
806-378-9086
floyd.hartman@amarillo.gov

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Tuesday, April 23, 2024 4:23 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>
Subject: Governance & Ends Policies Follow up

You don't often get email from edward.williams@bakertilly.com. [Learn why this is important](#)

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Mr. Hartman,

I pray you are having a great day. The purpose of this note is twofold. First, I want to introduce you to members of our team who are prepared to provide you with a proposal for your Governance & Ends Policies, and related consulting services you may find of interest. Carol, and Al are accomplished public sector executives who welcome the opportunity to work with you, and the Amarillo City Council. Secondly, I want to circle back to ensure that Carol and Al have the most detailed information about your current or projected need.

[Carol Jacobs](#),

[Al Zelinka](#),

Please let us know if you have questions or need anything from us at this point. For example, do you have an RFP or details of your desired services? Would you like to schedule a brief Teams meeting to discuss the above?

We are looking forward to working with you and your team.

Best wishes,

Edward

Edward G Williams
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Coggins, Stephanie

Subject: Amarillo City Council - Special Work Session

Start: Mon 6/3/2024 2:30 PM
End: Mon 6/3/2024 2:30 PM

Recurrence: (none)

Organizer: Coggins, Stephanie

Call or text my cell if you have any troubles connecting. Thanks, Stephanie

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 227 676 614 606

Passcode: UCGMoJ

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

Coggins, Stephanie

From: Clark, Shauna <Shauna.Clark@bakertilly.com>
Sent: Monday, May 20, 2024 8:20 AM
To: Coggins, Stephanie; Hartman, Floyd
Cc: Zelinka, Al
Subject: AmarilloCharterMay30Agemda
Attachments: AmarilloCharterMay30Agemda.docx

You don't often get email from shauna.clark@bakertilly.com. [Learn why this is important](#)

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Good Morning

Here is a draft agenda for the May 30 meeting. Please feel free to edit

Shauna

**Shauna Clark | Public Sector Advisory
Consultant**



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Agenda – Thursday, May 30, 2024, at 5:30 p.m.
Citizen’s Charter Study Committee
<location>

- 1. Introduce Baker Tilly as facilitators and explain how Baker Tilly will support the committee
 Al Zelinka -- Shauna Clark -- Mary Locey -- Dennis Hawkins

- 2. Committee Members – Self-introductions - Elect Chair and Vice Chair

Name	Nominated by	Name	Nominated by
Donna Ward	Stanley	Toby Hudson	Scherlen
Michael Hanning	Stanley	Rodney Hill	Tipps
Gary Pitner	Simpson	Dean Crump	Tipps
Freda Powell	Simpson	Sandra McCartt	Craft
Kim Benson	Scherlen	Audrey Castillo	Craft

- 3. Scope of Work (items discussed by the Mayor and Council on May 9, 2024)
 - A. Staggered terms
 - B. Three-year terms
 - C. Four-year terms
 - D. Mayor: Two-year terms
 - E. Expand to Seven Member Council

- 4. Explanation of Texas codes limiting frequency of charter amendments

- 5. Goals and Objectives:
 - A. Consider all items recommended by Mayor and Council
 - B. Select amendments to recommend to the Mayor and Council
 - C. List proposed amendments in priority order
 - D. Consider possibility of voter fatigue
 - E. Consider Article 5, Section 5(a) of state constitution limiting charter amendments
 - F. Complete work no later than: _____
 - G. Return to the City Council for their July 9, 2024, meeting

- 6. Meeting schedule: June 6, 13, 20, 27 at 5:30 p.m. Council: July 9, 2024

- 7. Adjournment – Next meeting: June 6

Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Friday, May 17, 2024 1:39 PM
To: McWilliams, Bryan; Hartman, Floyd; Coggins, Stephanie
Subject: Contract and Draft Report

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Good afternoon. I have two items for your consideration:

- 1) I understand that the City Council approved the contract at it's Tuesday meeting. I wanted to check in to check on the process from here for processing the contract.
- 2) Floyd and Stephanie – Shauna has prepared a draft report to provide to the Charter Review Committee prior to its first May 30 meeting. Could we meet early on Monday, 5/20, to review it with you? We can meet as early as 8am CST (or earlier if you prefer). Given we believe the agenda deadline is 5/24 (due to 5/27 being a holiday), we need your input on it and would like to walk you through it. Please let us know your availability.

Al Zelinka, FAICP, CMSM
Director



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Schedule a meeting



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Coggins, Stephanie

From: Clark, Shauna <Shauna.Clark@bakertilly.com>
Sent: Sunday, May 19, 2024 7:59 PM
To: Coggins, Stephanie; Hartman, Floyd
Subject: DRAFT report Amarillo_CharterReview_2024-May 30 Report to Committee (003)
Attachments: Amarillo_CharterReview_2024-May 30 Report to Committee (003).docx

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Dear Stephanie and Floyd

Here is a draft of a report to the Amarillo Charter Committee for discussion on Monday.

Shauna

**Shauna Clark | Public Sector Advisory
Consultant**



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REPORT TO THE AMARILLO CHARTER COMMITTEE

May 30, 2024

Abstract

Review of five Charter amendments discussed by the Mayor and Council on
May 9, 2024

aLzelinka@bakertilly.com
shauna.clark@bakertilly.com

Contents

- Background 2
 - Texas and Amarillo Elections 2
 - Texas State Election Cycles 2
 - Method of Electing the Council 3
 - Amarillo Election Cycles 3
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Report to the Amarillo Charter Committee

Charter Amendments Discussed by the Mayor and Council on May 9, 2024

Background

This report is an overview of the charter changes discussed by the Amarillo Mayor and City Council on May 9, 2024. Baker Tilly's input is based on our charter experience in other jurisdictions. Though we will share with the Committee what we believe will work from an overall governance standpoint, we must rely on the Committee and City staff to provide context about Amarillo as a community and the way the current government structure is working. Baker Tilly will also rely on the City Attorney to provide legal advice related to the Texas state law and the Elections Code.

The May 9 discussion was led by Mayor Stanley who expressed a strong preference for three-year terms for the Mayor and City Council or, if four-year terms, two-year terms for the mayor. All members present (Councilmember Tibbs absent) supported staggered terms as that would prevent a complete turnover of the City Council. There was also a preference for expanding the City Council from five to seven members. The workload for a city the size of Amarillo is demanding especially for citizen-politicians who are not full-time.

Baker Tilly's research methodology includes surveying other cities to compare with Amarillo and presenting the advantages and disadvantages as a starting point for discussion. We also coordinate our research with the City Manager and City Secretary. We work for the City of Amarillo and for you as Committee members. Feel free to ask for a change in direction or additional research at any time.

Texas and Amarillo Elections

Below is an overview of some important information about elections in the State of Texas and the City of Amarillo.

Texas Constitution Article 11, Section 5 (a) Limiting Charter Amendments

It will be critical to consider Article 11, Section 5 (a) that says no city charter shall be altered, amended, or repealed more often than every two years. Failed ballot measures do not count.

Texas State Election Cycles

Election cycles are a crucial factor when considering charter changes, especially term lengths. Federal and state elections occur in March or May (this is a guess on my part--



Stephanie, is this true?) and November of even years. Those elections, which are conducted by the counties, become the foundation for two-year election cycles in Texas. The City of Amarillo also has a two-year election cycle for the Mayor and Council but in odd, rather than even years.

Method of Electing the Council

Council members in cities with two-year terms may be elected by a plurality of votes cast; however, Article 11, Section 11 of the Texas Constitution stipulates that in cities with terms longer than two years, members of the governing body must be elected by a majority vote. This also applies because Amarillo has more than 5,000 residents.

Amarillo Election Cycles

The City conducts municipal elections in May of odd years. Because Amarillo must elect by majority, it can be forced to conduct runoffs. If Amarillo conducts a runoff, the election is standalone and costly. **(Stephanie: Is this part about standalone elections correct?)**

Charter Article V Section 8 – Election Day

The regular municipal elections of the City of Amarillo shall be held on the date allowed by state law that occurs on or nearest to May 1 in each odd numbered year. If state law provides two election dates which are equally near May 1, the Council shall select one.

Charter Article V. Section 5 c – Elections

Should any candidate fail to receive a majority of the votes at the regular election for the office for which he is a candidate, the Council shall immediately order a special election in accordance with applicable state law, at which special election the names only of the two candidates receiving the highest number of votes at the regular election, for the office for which they were candidates shall be printed on the ballot and submitted to the registered voters within the city for election, and the candidate receiving the majority of votes at such special election for the place of office for which he was a candidate, shall be declared duly elected.

Comparison City Data

Amarillo City Secretary, Stephanie Coggins, selected ten home rule cities with a charter for comparison with Amarillo—five larger and five smaller in population. Ms. Coggins also researched, collected, and assembled the data for Table 2 below.

Table 1. Comparative Data from Ten Texas Home Rule Cities

City	Size	Total Seats	Single	At-Large	Term	Staggered
El Paso	683,577					
Arlington	398,864					
Plano	291,296	Mayor + 7	6	Mayor	2 + 4	Every 2
Lubbock	264,000	Mayor + 6	6	Mayor + 3	Four	Every 2
Laredo	263,640	Mayor + 8	8	Mayor	Four	Every 2
Amarillo	201,234	Mayor + 4	0	Mayor + 4	Two	No

City	Size	Total Seats	Single	At-Large	Term	Staggered
Brownsville	199,062	Mayor + 6	4	Mayor + 2	Four	Every 2
Grand Prairie*	197,590	Mayor + 8	6	Mayor + 2	Three	Each year
Killeen	156,261					
Mesquite	150,184					
Waco	141,377					

Due to three-year terms, Grand Prairie elects one at large and two from single member districts each year.

Observations (Note: the following will be updated when rest of data comes in)

- All cities except Amarillo have staggered terms.
- Only Amarillo has two-year terms for the mayor and council.
- Plano has two-year terms for the mayor and four-year terms for the council – a model mentioned by Mayor Stanley on May 9.
- Every city on the list has at least seven council members and they all have member districts

Recommended Charter Amendments

In brief, the proposed changes discussed by the Mayor and Council on May 9 were staggered terms, extended terms, and expanding the size of the City Council. We will present issues in that order.

Two-year Staggered Terms

The Amarillo City Charter includes the following language about terms:

Charter Article V. Section 2 – Term of Office

The Mayor and each Councilmember shall serve for a term of two (2) years until a successor is elected and qualified; unless sooner removed from office as herein provided.

On May 9, 2024, all Councilmembers present appeared to favor alternating terms in which the Mayor and one or two Councilmembers are elected one year, and the others stand for election another year. Alternating election cycles for councilmembers are standard among cities, except for the few cities like Amarillo that have two-year terms. Staggering two-year terms would require the City of Amarillo to conduct an election every year. Not only would this double the cost of elections, but voters might also lose interest in city elections due to their frequency. There was no city among the ten comparison cities that had two-year staggered terms.

Table 2. Advantages and Disadvantages of Two-year Staggered Terms

Two-year Staggered Terms	
Advantages	Disadvantages
Eliminates the possibility of turning over the entire council in one election	Some would run during the even-year, presidential or gubernatorial election cycle making it exceedingly difficult to be seen among candidates for higher offices

Staggered terms may increase stability

Staggered two-year terms would double the cost of elections

Four-Year Terms

Of the comparison cities, X (and X%) have four-year terms. Table 4 below has information on the advantages and disadvantages of four-year terms for Amarillo and its mayor and council elections.

Table 3 Advantages and Disadvantages of Four-Year Terms

Four Year Terms	
Advantages	Disadvantages
Councilmembers will have more time to focus on duties because they will not be campaigning every other year	Voters may feel they have lost the ability to quickly replace a councilmember who is not performing*
Longer terms equal longer focus and more willingness to take on multiyear projects	A person interviewed by the Globe said it would be hard to find people who would make a four-year commitment
With longer terms, council members may be more likely to make unpopular but necessary choices	Longer term means more possibility of vacancy on council. (The charter has a process for filling vacancies)
Can reduce the cost of elections for the city and the candidate.	
Elected officials have more time between elections to get to know constituents	
Two years is not long enough to become an expert in running a city the size of Amarillo	
Less turnover adds to stability—an essential for well-run organizations	

*One way to address this might be to liberalize recall procedures

Four-year Staggered Terms

According to the Texas Handbook for Mayors and Councils, more than ninety percent of home rule charters provide continuity on the governing body by staggering council members' terms, thus preventing wholesale changeovers on the council at any one election.

From our point of view and experience, four-year staggered terms are the most workable for City operations. This combination brings together the best of all options and offers several advantages over other models. However, Amarillo voters in 2020 did not agree. Four-year staggered terms were placed on the ballot as Proposition B (i.e. proposition language provided below). The vote was 48% in favor and 52% opposed.

Proposition B

To amend Article V, Section 2 of the Amarillo City Charter to provide for a 4-year term of office for Mayor and each Councilmember with those terms

being staggered as provided by ordinance and conforming amendments as required by state law.

Table 4: Advantages and Disadvantages of Four-Year Staggered Terms

Four-Year Staggered Terms	
Advantages	Disadvantages
<p>All advantages of four-year terms plus the following:</p> <p>Experienced officials are always on the dais and can guide new members in protocol and decision making</p> <p>There is no opportunity for complete turnover of council</p> <p>While one-half of the council is running for office, the other half is focused on city business</p>	<p>All disadvantages of four-year terms plus</p> <p>Harder for the public to keep track of who's on which election cycle.</p>

A measure could be placed on the ballot changing from two to four-year terms. That ballot measure could include a transition process. Here are a couple of examples.

1. Place all current positions on the May 2025 ballot. Of those five positions, three will be elected for four years and two will be elected for two years. The two-year terms would expire in 2027, in time for placement on the May ballot. The remaining two would run again in 2027 for four-year terms.
2. The following method converts all positions to four years as follows. The May ballot would name two council seats with four-year terms. The remaining three would stay in place until 2027. In other words, the charter would extend the terms of the remaining council members by two years.

Three-Year Staggered Terms

Based on the May 9 meeting of the City Council, Mayor Stanley supports staggered terms. He also suggested extending from two to three-year terms. He believes this change would be more acceptable to the voters than making the leap to four-year terms. Of the comparison cities, only Grand Prairie has three-year terms. They also have a nine-member city council with six members representing districts and the mayor and two of the council elected at large.

In 2008, Eveline Moulder surveyed cities in the United States to determine the percentage spread on terms for mayor in US cities. Her data shows that three-year terms are rare, used by only 6% of the representative sample. Her data shows 35% of cities have two-year terms and 45% have four-year terms.

Table 5 ICMA Information on Length of Mayor's Term of Office

Length of Mayor's Term	Percentage of Cities
One Year	14%
Two Years	35%
Three Years	6%
Four Years	45%
Other	<1%

Source: International City Managers Association

We believe that three-year terms are rarely used because they do not synchronize with traditional two-year election cycles. There is either a presidential or a gubernatorial primary in May of every even year followed by a general election in November. Odd-year elections were specifically set aside for municipal and special district elections.

Changing to three-year terms would require the city to hold elections every even and every odd year. Some officials would run in odd years and others in even years, but the cycle would flip at the end of a three-year term. We think this could accelerate turnover.

Three-year terms, as they are off cycle, can lead to confusion and voter fatigue from having to vote in a city election every year, sometimes twice per year. Three-year terms are harder for candidates as well. When city elections coincide with presidential or gubernatorial elections, the local candidate's campaign, can be overshadowed by the campaigns of the governor or president.

Table 6 Advantages and Disadvantages of Three-Year Staggered Terms

Three-Year Staggered Terms	
Advantages	Disadvantages
Longer than two-year terms thus adding stability to city operations	Throws off election cycles
Three-year terms allow for staggering	More confusing to voters who do not typically vote for a city candidate every year
Might be more palatable to voters because it does not "double" terms the way four-year terms would	Candidates running in even years would find it difficult to be heard above the noise of a presidential or gubernatorial election
Even year elections would produce a higher turnout because the ballot for council seats would be consolidated with state and federal elections	Some think higher turnout is a disadvantage because voters who go to the polls to vote for a governor or president, are less knowledgeable about city operations and make poorer election choices
	More costly. Instead of holding city elections every two years, the city would have an election (maybe two) every year, nearly doubling the cost of elections

Expanding Council Size from Five to Seven

On May 9, the Amarillo City Council spoke of meeting the demands of the office with only five people to share the work. Part-time council members still must take care of their families and businesses. Residents may become dissatisfied with the lack of responsiveness on the part of their elected officials.

The more the workload expands, the more difficult it will become to motivate people to run for office. Of the Mayor and four Councilmembers elected in 2021, only Cole Stanley ran in 2023. According to the Texas Handbook for Mayors and Councils, there is no state law requiring the city council of a home-ruled city to be a certain size. The size of the governing body is determined by the city's charter. Every comparison city, even those with a lower population than Amarillo, has a larger council.

Table 7 below takes the population of each city and divides it by the number of officials (mayor plus council) to find an average number of constituents per official.

Table 7: Average Number of Representatives per Constituent

City	Population	Officials	Average number of Constituents per Official
El Paso	683,577		
Arlington	398,864		
Plano	291,296	Mayor + 7	36,412
Lubbock	264,000	Mayor + 6	37,714
Laredo	263,540	Mayor + 8	29,282
Amarillo	201,234	Mayor + 4	40,247
Brownsville	199,062	Mayor + 6	28,437
Grand Prairie	197,590	Mayor + 8	21,954
Killeen	156,261		
Mesquite	150,261		

All comparison cities have a larger council and a lower number of constituents per Councilmember. The average representation per official in all comparison cities is -----
 ---. This is X% more than Amarillo. .

More here about 7 member council

Table 8. Advantages and Disadvantages of Expanding the Council to Seven Members

Expand to Seven Member Council	
Advantages	Disadvantages
A larger council would reduce the council to constituent ratio and increase responsiveness to constituents	Due to Voting Rights Act, expanding to seven councilmembers might force the city into single member representation

Expand to Seven Member Council

Amarillo is expected to grow to 250,000

City would need to make physical changes to the dais and city hall

Would be easier to deal with any vacancies on council

Demands from two additional council members could increase the workload for staff

Constituents, staff and the Mayor and Council would have the ability to talk to an additional council member without violating the Open Meetings Act.

Question: Does the council have staff?

One alternative for reducing the workload without making Amarillo vulnerable to single member districts might be to add staff (such as "Council assistants") who could help address constituent needs and free up time for the Mayor and Council; however, there are advantages and disadvantages to that as well.

Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 11:27 AM
To: Coggins, Stephanie; Hartman, Floyd
Cc: Clark, Shauna
Subject: Follow-up
Attachments: Amarillo City Council May 9 2024.docx

Importance: High

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Floyd and Stephanie – Please find a working draft of how the flow of Agenda Item 2 could go. Please edit as you wish and please review with the mayor for his edits. This will help all of us be on the same page as the discussion progresses. Additionally, here are ten follow-up items:

1. Stephanie: Can your office provide a list of the comparison cities to Amarillo that would be appropriate for charter-related and governance/rules-related research?
2. Stephanie: Related to question 1, if Shauna provides you with a list of charter research needed for comparison purposes, can she provide that to you in the days ahead?
3. Stephanie: for the Charter Review Citizens Committee, will your office prepare/distribute the agenda and minutes?
4. Stephanie/Floyd: For mailing purposes you can use:

Shauna Clark
696 E. California Boulevard
Pasadena, CA 91106

Al Zelinka
545 E. Palmyra Avenue
Orange, CA 92866

5. Floyd/Stephanie: Our cell phone numbers are:

Shauna: (626) 429-1990
Al: (714) 815-6403

6. Floyd/Stephanie: For our benefit when we remotely participate in City Council and Committee meetings, can you share about the screen sizes in the Council chambers or Committee meeting rooms so we can properly prepare presentations so they are most legible? Also, do you have any presentation templates or guides we need to use?
7. Stephanie: Can you send us the link to tomorrow's City Council meeting? We will also have two colleagues who will be supporting us: Mary Locey Locey, (Mary.Locey@bakertilly.com) and Dennis Hawkins (Dennis.Hawkins@bakertilly.com). We can either have them watch the livestream of the City Council meeting or join the Teams/Zoom link. Do you have a preference? They will not be participating in dialogue with the City Council tomorrow; Shauna and I will be the only Baker Tilly team members participating.
8. Floyd: We are not planning on preparing a presentation for tomorrow. Please confirm this is ok.
9. Floyd/Stephanie: There will be many moving parts over the next several months. Do you want to have a standing weekly meeting just to touch base, exchange thoughts, and share any insights or dynamics we need to be aware of?

10. Floyd: Shauna and I will send you our resumes separate from this email.

Thanks for the meeting this morning. We are looking forward to working with you and supporting you and the City.

Al Zelinka, FAICP, CMSM
Director



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Schedule a meeting



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Amarillo City Council
Work Session
May 9, 2024

Item 2. Discuss City Charter Review Process and Governance and Ends Policy

Working Draft – Flow of Agenda Item (Please edit)

- A. City Charter Review Process
 - a. Committee Selection and Organization
 - i. Appoint Committee Members
 - ii. Identify Chair and Vice Chair
 - b. Discuss Scope of Work for Charter Review Citizen Committee
 - i. Identify Issues
 - 1. Article by Article, or
 - 2. Place by Place
 - c. Role of City Council Subcommittee
 - i. Members
 - 1. Tom Scherlen - Councilmember, Place 3
 - 2. Les Simpson - Councilmember, Place 4
 - d. Confirm Citizen Committee Schedule
- B. Governance and Ends Policies
 - a. Review March 26, 2024, Issues/Changes
 - b. Identify Additional Issues/Changes
 - c. Schedule for City Council Consideration of Public Review Draft
- C. Additional Considerations

Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 6:37 PM
To: Hartman, Floyd; Coggins, Stephanie
Cc: Clark, Shauna
Subject: Follow-up

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Thank you, Stephanie and Floyd. The outline looks good. A couple of follow-ups:

1. Will one of you or the Mayor introduce Shauna and I?
 - Here is a basic suggested script for whomever introduces:
 - *Honorable Mayor and City Council, I would like to introduce Shauna Clark and Al Zelinka. two members of the firm Baker Tilly. Baker Tilly is a national firm, including offices throughout Texas, with a Public Sector Advisory practice that specializes in working with local governments to accomplish their objectives. Shauna and Al are both former city managers and have served in other executive roles with cities the size of Amarillo. They have experience with charter amendment processes as well as working with City Councils on their governance and rules policies.*
2. Regarding the standing touch base meeting, I would suggest we meet with you and Floyd mostly. We will certainly will discuss policy items, but also will need to coordinate on matters that may be mundane.

Al Zelinka, FAICP, CMSM
Director



Baker Tilly US, LLP
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Schedule a meeting



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From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Wednesday, May 8, 2024 2:48 PM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: RE: Follow-up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Answers are below in red. I will let Floyd respond and provide any updates he may have.

Also on the draft – I took the new one you sent and incorporated changes I just spoke with the Mayor on. I believe we would like to have the committee self-appoint their chair / vice chair on their first meeting. And the Mayor would like Council to bring forward their issues place by place instead of article by article. I've attached the revised version and we should be good to go.

Al – if you are comfortable, I did chat with the Mayor about whether he'd like to lead the conversation or have you do so, and he'd prefer you lead. We of course will all be available if you need to pitch something over to us.

Thanks,
Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 11:27 AM
To: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: Follow-up
Importance: High

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Floyd and Stephanie – Please find a working draft of how the flow of Agenda Item 2 could go. Please edit as you wish and please review with the mayor for his edits. This will help all of us be on the same page as the discussion progresses. Additionally, here are ten follow-up items:

1. Stephanie: Can your office provide a list of the comparison cities to Amarillo that would be appropriate for charter-related and governance/rules-related research? **I think the best comparative cities would be those close in population to us. To keep it to around the number Shauna recommended, maybe we can do 5 larger and 5 smaller. I will verify those are all Home Rule (since that's most comparative) and get to work on researching the information on each city back to you**
2. Stephanie: Related to question 1, if Shauna provides you with a list of charter research needed for comparison purposes, can she provide that to you in the days ahead? **Absolutely I'd be happy to assist as you send info needed**
3. Stephanie: for the Charter Review Citizens Committee, will your office prepare/distribute the agenda and minutes? **Yes, we can work with you as to content of the agendas, and we will prepare/distribute everything.**
4. Stephanie/Floyd: For mailing purposes you can use:

Shauna Clark
696 E. California Boulevard
Pasadena, CA 91106

Al Zelinka
545 E. Palmyra Avenue
Orange, CA 92866

Great, I'll get some charters overnighted to you for arrival Friday.

5. Floyd/Stephanie: Our cell phone numbers are:

Shauna: (626) 429-1990
Al: (714) 815-6403

Floyds # is (806) 680-6727. I'll open up a group text for us to comm tomorrow during the meeting if needed.

6. Floyd/Stephanie: For our benefit when we remotely participate in City Council and Committee meetings, can you share about the screen sizes in the Council chambers or Committee meeting rooms so we can properly prepare presentations so they are most legible? Also, do you have any presentation templates or guides we

need to use? In Council meetings (for tomorrow) each Councilmember has a personal monitor in front of them that is 23", and there are 4 52" TVs mounted around the room. I think we are hoping to hold committee meetings in Room 105 of City Hall which has 2 large wall mounted projector screens.

7. Stephanie: Can you send us the link to tomorrow's City Council meeting? We will also have two colleagues who will be supporting us: Mary Locey Locey, (Mary.Locey@bakertilly.com) and Dennis Hawkins (Dennis.Hawkins@bakertilly.com). We can either have them watch the livestream of the City Council meeting or join the Teams/Zoom link. Do you have a preference? They will not be participating in dialogue with the City Council tomorrow; Shauna and I will be the only Baker Tilly team members participating. I will create and send that link now – even though they aren't participating on the Teams, I'd recommend they join that meeting and turn cameras off so they will be with us real time if they need to communicating anything in real time with you. The YouTube stream has about a 30-60 second delay in broadcasting.
8. Floyd: We are not planning on preparing a presentation for tomorrow. Please confirm this is ok. Absolutely. I can have the Governance and Ends Document Pulled up and scroll thru as we discuss it, and can have the online charter pulled up in case we need to view any particular section as it's discussed.
9. Floyd/Stephanie: There will be many moving parts over the next several months. Do you want to have a standing weekly meeting just to touch base, exchange thoughts, and share any insights or dynamics we need to be aware of? Yes, please. Would you recommend including our 2 councilmembers in this touchpoint or keep them at more of a committee member level?
10. Floyd: Shauna and I will send you our resumes separate from this email.

Thanks for the meeting this morning. We are looking forward to working with you and supporting you and the City.

Al Zelinka, FAICP, CMSM
Director



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Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 3:17 PM
To: Hartman, Floyd
Subject: FW: Comparison cities
Attachments: Amarillo comparison city request_az.docx

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From: Clark, Shauna <Shauna.Clark@bakertilly.com>
Sent: Wednesday, May 8, 2024 1:03 PM
To: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>
Subject: Comparison cities

Hello Stephanie:

It was very nice to meet you today. I am looking forward to this project.

In Charter efforts in other cities, we used a list of cities to compare with the city we were working in. Since you offered to get some data, I put together the attached memo of what we need. If this request is too much, just let me know what you would like to eliminate. Thank you.

Shauna

Shauna Clark | Public Sector Advisory
Consultant



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To: Stephanie Coggins, Amarillo City Secretary

From: Shauna Clark, Baker Tilly
Al Zelinka, Baker Tilly

Subject: Comparison city information

Date: May 8, 2024

We touched on the subject of comparison city data for Amarillo charter meetings, and you said you can help us get the data. If you can, here is what we need.

1. We are working on a charter in California and are using nine comparison cities from the total 482 cities. Texas has 1,221 municipalities, almost three times that number. Can you select about nine comparison cities, or do you think more/less are needed?
2. Please indicate how you chose your cities.
3. Here is some form of governing information we would need from each city
 - Home Rule (i.e., Charter) city? If not, what type (i.e. General Law)?
 - Form of government: Council/Manager, Mayor/Council, commission?
 - Other elected officials each city, e.g., City Attorney
 - Number of council members?
 - Districts or no districts?
 - Timing of elections – odd years, even years, county consolidation?
 - Is the Mayor a member of council or is the Mayor directly elected specifically to serve as mayor?
 - Is there a Vice Mayor or Mayor Pro Tempore? If so, how were they chosen?
 - Voting power – Mayor votes?
 - Length of terms
 - Recall provisions (if any)
 - Any term limits? If so, what are they

NOTE, one way to get voters to sign off on longer term length, would be to add in term limits. Almost every city in California has a four-year term for council and mayor. About 37% have term limits—usually three terms or twelve years.

4. Demographic and financial information

- Population
- Total budget
- Total general fund budget

5. Other data that might be helpful.

Thank you very much.

Coggins, Stephanie

From: Coggins, Stephanie
Sent: Wednesday, May 8, 2024 8:42 AM
To: Zelinka, Al; Clark, Shauna
Cc: Hartman, Floyd
Subject: FW: Governance and Ends Policies - Draft Document & Plan for Thursday
Attachments: Governance and Ends Policies DRAFT 03_26_2024.docx

Importance: High

Here is the red-lined version of the G&E Policy document.

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

CITY OF AMARILLO

GOVERNANCE AND ENDS POLICIES



Originally Adopted: April 9, 2019

Approved and Readopted: August 24, 2021

City of Amarillo – Governance and Ends Policies

This policy document, established by the Amarillo City Council, defines, protects, and prioritizes the workings of the Amarillo City government. It is the intent of the Amarillo City Council to lead the citizens of Amarillo in an ethical and prudent manner, in the best interests of the citizens, learning from the past and looking to the future.

Commented [CS1]: JC: Lots of mentions to the BluePrint - can we update the blueprint or update references to it

Commented [CS2R1]: DT: Consensus on this change

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Policy 1 – Governance Process

Defining the purpose of the City Council, City Manager and all City Employees

1.1 Governance Process: Ownership of the Council

Governance Process is considered a key performance area by the Amarillo City Council. Amarillo City Council shall answer to, and take into consideration the best interests of all residents of the City of Amarillo, both vocal and silent citizens, with respect paid to all residents, regardless of their economic status. Since the City is “owned” by the Citizens, Council’s thinking shall be influenced by this Ownership. Secondly, Council shall consider the needs of any person who regularly works in, shops in, uses facilities of, owns a business in, or accesses services from the City of Amarillo.

1. Council represents the citizens. Therefore, it shall educate itself regarding the values held by the persons it represents and shall act always under the influence of those values. Council’s education may be facilitated by a) formal and informal citizen opinions; b) formal and informal focus groups to explore specific issues; c) considering input by citizen volunteers who participate on advisory boards, committees and commissions; d) monitoring the demand and utilization of services; e) discussions with representatives from other governmental and educational bodies; and f) reviewing reports and citizen responses in the media.
2. Council shall report periodically to the Citizens on its stewardship. At least once per year, the Mayor shall give an accounting of the City’s financial resources and the extent to which these funds have been translated into services in the State of the City Address.

1.2 Governance Process: Council Role

The role of Council, on behalf of the citizens of Amarillo, is to assure that the City of Amarillo:

a) accomplishes what it should, and b) avoid unacceptable activities and conditions.

1. Council will engage in structured contact with citizens of Amarillo to represent their diverse views.
2. Council will define, in Ends Policies, what is to be accomplished in terms of benefits, recipients, and their relative priorities. It will define, in Executive Limitations Policies, those activities and conditions it considers unacceptable. Council will delegate performance on these matters to a City Manager.
3. Council will carry out its job with discipline, emphasizing strategic rather than short-term issues, policy rather than single events, and group rather than individual decisions.
4. ~~Annually,~~ Council will conduct an annual review of all Governance, Ends and Executive Limitations Policies. Any policy revisions resulting from such review shall be adopted at

City of Amarillo – Governance and Ends Policies

Council’s discretion.

5. Council shall honor all demands and restrictions outlined in the City of Amarillo Municipal Charter.

1.3 Governing Process: Council Style and Vision

Council will govern with an emphasis on: a) outward vision rather than an internal preoccupation; b) strategic leadership rather than administrative detail; c) clear distinction of Council and City Manager roles; e) future rather than past or present; and f) proactively rather than reactively. Council will:

1. Deliberate in many voices. but govern in one.
2. Cultivate a sense of excellence. Council will be responsible for excellence in governing. Council will be an initiator of policy, with the advice and counsel of the City Manager.
3. Define in Ends Policies what is to be accomplished in terms of benefits, recipients, and their relative priorities. Council will define in Executive Limitations Policies those activities and conditions it considers unacceptable. Council will delegate performance on these matters to the City Manager.
4. Direct, control and inspire the organization through the careful establishment of broad written policies reflecting Council’s values and perspectives. Council’s major policy focus will be on the intended long-term impacts outside the operating organization, not on the administrative or programmatic means of attaining those effects.
5. Enforce upon itself whatever discipline is needed to govern with excellence. Discipline will apply to matters such as attendance, preparation for meetings, policymaking principles, respect of roles, and ensuring the continuity of governance capability. Continual Council development will include orientation of new members in the Council’s governance process and periodic Council discussion of process improvement. The Council will allow no officer, individual or committee of the Council to hinder or be an excuse for not fulfilling its commitments. In compliance with this policy, in May 2018 the City Council adopted the City Council Mission and Responsibility Statements, City Council Member Code of Conduct and City Council Member Code of Ethics document. They are attached to this document as Appendix A.
6. Monitor and discuss the Council’s process and mission achievement **periodicallyquarterly**. Self-monitoring shall include comparison of Council activity and discipline to policies in the Ends, Governance Process and Council-Staff Linkage categories.

Commented [CS3]: TS: Define quarterly - once it's set may meet less?

1.4 Governance Process: Council Action

The job of the Amarillo City Council is to achieve the mission in a prudent and ethical way. The

City of Amarillo – Governance and Ends Policies

job of Council is to make certain contributions to the total benefit of the City, which is unique to its public trusteeship role and necessary for proper governance and management of the City. Consequently, the “products” of the Council itself shall be:

1. Connection between the Council and its “owners” the citizens.
2. Written governing policies that concern:
 - a. Governance Process (how Council carries out its task, and the passing of power and measurement of its use);
 - b. Ends policies (what benefits, for whom, at what cost); and
 - c. Executive Limitations (prudent and ethical imitations binding upon the staff)
3. The assurance of staff performance (through guidance and evaluation of the City Manager).

1.5 Governance Process: Council Code of Conduct

Since Councilmembers have no authority as individuals, members shall refrain from efforts that may lead to situations in which a Councilmember might have occasion to overstep their bounds. While not every situation can be outlined, some common areas of concern include:

1. Staff being intimidated or manipulated by a Councilmember’s individual comments or actions. Councilmembers must bear in mind that at times, staff may ask for an individual opinion from a Councilmember, and while the Councilmember may sincerely respond only as an individual, staff will often place undue emphasis on the opinion.
2. Staff being polarized by dissention. Although all Councilmembers are obligated to register differences of opinion on Council issues at the Council level as passionately as desired, individual members must not direct their differences of opinion to staff in a manner which creates dissension or polarization in the organization.
3. Since no one has the right to speak on behalf of the entire Council, individual Councilmembers are encouraged to conduct themselves in a professional manner in all communications.
4. Members will not individually render binding judgments of the City Manager or staff performance apart from compliance with Council policies as monitored by the Council as a body.

1.6 Governance Process: Citizen Advisory Boards and Commissions

Council values the expression of citizen viewpoints on topics of concern to the Council. Therefore, Council will continue the tradition of seeking input from volunteer citizen advisory boards and commissions, although, with few exceptions, final responsibility for decisions, and

Commented [CS4]: LS: Don't know why this is in here since none of Council can do it. Proposes striking this entirely.

Commented [SC5R4]: No consensus given for this change

Commented [CS6]: Need to make sure of citizen participation in these boards - has heard from lots of citizens their board meetings are canceled due to lack of quorum; boards shouldn't exist if they aren't going to meet; have each board make a report to council at least [quarterly?]

Commented [SC7R6]: Nothing to codify: have each board write a report to add to CM Report quarterly

City of Amarillo – Governance and Ends Policies

the implementation that follows, rests entirely with Council. Council and staff recognize that the ideal purpose of citizen involvement is to seek objective opinions from a diverse range of citizens.

Guideline A:

Council will make every effort to offer overall direction and guidelines to citizen volunteers through the use of Council Ends Policies and by reviewing the mission and need for each citizen advisory board and commission on an annual basis. During the annual review:

1. Council will determine if the need for a citizen advisory board or commission justifies continuation of the board or commission.
2. If continuation is justified, Council will make an effort to determine the most effective use of citizen volunteers with a primary decision being the length of service for each board and commission. Council believes citizen input will be more objective and updated if the advisory board or commission is kept in an ad hoc (short-term) format. However, Council recognizes that some complex issues require citizen involvement for a longer period in order to be effective.
3. Unless otherwise specified by Council, the City Manager will coordinate the activities and reporting functions of all citizen advisory boards and commissions.
4. The City Manager will base his guidance of citizen advisory boards and commissions on Ends policies established by Council.
5. Council will make all appointments to open seats for citizen advisory boards and commissions annually and on an ad hoc basis as needed.
6. Upon recommendation of the City Manager, the Council may approve the creation of ad hoc committees to assist the City Manager or his staff.
7. The Mayor and Council may, but shall not be obligated to, reappoint members to expiring terms subject to any term limitation as specified by each respective board. The Mayor and Council shall consider and balance the value of institutional knowledge and experience as well as the need for new and different perspectives and contributions to the board in the appointment/re-appointment process.

Guideline B:

Council directs all staff to review relevant Ends Policies with citizens upon their appointment to advisory boards or commissions. Council asks staff to be as objective as possible in educating and presenting options to citizens, since the purpose of advisory boards and commissions is not only to hear from citizens, but to increase citizen involvement, loyalty, and creativity toward their City.

City of Amarillo – Governance and Ends Policies

1. Council asks the City Manager to create and regularly update an orientation packet for each new volunteer that includes relevant Ends policies.
2. The Council asks staff to review this orientation packet with each potential volunteer, prior to their appointment, emphasizing this very policy (Governance Policy 1.6) and to ask for a citizen signature on the line that indicates understanding of this policy.
3. Staff will provide updates of the work of citizen advisory boards and commissions to Council as needed or requested.

1.7 Governance Process, Review and Update of Policies

The Council will review all policies (including Governance, Council-Staff Linkage, Ends, and Executive Limitations) annually, although the Council may also review and update any policy at any time deemed prudent and necessary by the Council. The Council expects immediate adjustment by the City Manager to any policy change instituted by the Council.

Policy 2 – Council-Staff Linkage

Defining the purpose of the City Council, City Manager and all City Employees

2.1 Council-Staff Linkage: City Manager Role

As the Council's single official link to operating City government, the City Manager's performance will be considered to be synonymous with organizational performance as a total. Consequently, the City Manager's job contributions can be stated as performance in these Policies, but not limited to:

1. City government accomplishment of the provisions of Council policies within the Policy Governance Model, especially Ends policies, but also including Governance Process and Council-Staff Linkage policies.
2. City government operation within the boundaries of prudence and ethics established in Council policies on Executive Limitations.

2.2 Council-Staff Linkage: Delegation to the City Manager

All Council authority delegated to staff is delegated through the City Manager, so that all authority and accountability of staff, as far as the Council is concerned, is considered to be the authority and accountability of the City Manager.

1. Council will direct the City Manager to achieve certain results for the citizens at a certain cost through the establishment of Ends policies. Council will limit the latitude the City Manager may exercise in practices, methods, conduct, and other "means" through the establishment of Executive Limitations within those policies.
2. ~~As long as the City Manager uses any reasonable interpretation of Council's Ends and Executive Limitations policies,~~ The City Manager is authorized to establish all further policies, make all decisions, take all actions, establish all practices, and develop all activities in accordance with these Governance and Ends Policies.
3. ~~Councilmembers will respect and support the City Manager's decisions and choices whenever made pursuant to existing Council policies. If Council may changes its Ends and Executive Limitations policies, thereby shifting the boundary between Council and City Manager domains will thereby shift, and the City Manager will respond in accordance with the new policies. By doing so, the Council will change the latitude given to the City Manager. Councilmembers will respect and support the City Manager's decisions and choices whenever made pursuant to existing Council policies.~~
4. The City Manager works for the Council as a body, and no individual Councilmember may give direction.
5. In the case of Councilmembers, citizen advisory boards and commissions, or others

Commented [CS8]: TS: find a better word to use here

Commented [CS9]: LS: Does this even need to be in here?

Commented [CS10R9]: CS: Believes this section goes completely against the Charter and proposes removing

Commented [CS11R9]: CS: Proposes striking

Commented [SC12R9]: Revised per conversations

Commented [CS13]: CS: Doesn't understand anything going on in this paragraph; Need to define support - would Council support a decision as a body even if they don't agree with it?

Commented [CS14R13]: FH: Confirmed that yes if decisions are made within the policy the expectation is that Council would support it.

Commented [CS15R13]: CS: Andrew acted within policy and expected support, and Council went a different direction and called him in and didn't support it; Propose removing #3

Commented [CS16R13]: FH: Recommends we consider before removing #3

Commented [CS17R13]: CS: Consensus for staff to consider first and recommend.

City of Amarillo – Governance and Ends Policies

requesting information or assistance without Council authorization, the City Manager may turn to the Council for guidance, especially when such requests will require an inordinate amount of staff time or funds or are disruptive to the efficient operation of the City.

2.3 Council-Staff Linkage, Monitoring Executive Performance

Monitoring executive performance is synonymous with monitoring organizational performance against Council Policies on Ends and Executive Limitations. Any evaluation of the City Manager's performance, formal or informal, shall be measured against these expectations. This places the burden of measuring performance on two primary considerations: well-defined Ends and Executive Limitation Policies and reasonably accurate measurements. Without well-defined policies and reasonably accurate performance metrics, the effectiveness of monitoring performance is compromised.

1. The purpose of monitoring is simply to determine the degree to which Council policies are being fulfilled. Information which does not do this will not be considered as monitoring. Monitoring will be as automatic as possible using a minimum of Council time so that meetings can be used to create the future rather than to review the past.
2. A given policy may be monitored in three ways:
 - a. **Internal report:** Disclosure of compliance information to Council from the City Manager **to keep Council informed through verbal and written communications.**
 - b. **External report:** Discovery of compliance information by an objective party who is selected by and reports directly to the Council. Such reports must assess executive performance only against policies of the Council, not those of the external party unless the Council has previously indicated that party's opinion to be the standard.
 - c. **Direct Council inspection:** Discovery of compliance information by a Councilmember or the Council as a whole. This is a Council inspection of documents, activities or circumstances directed by the Council which allows a "prudent person" test of policy compliance.
3. The Council recognizes that, at times, noncompliance with a policy may be necessary and prudent in the short term. However, in order to monitor the performance of the City, and to modify policies that need improvement, the Council must constantly be aware of compliance issues. The Council expects monitoring and reporting compliance or noncompliance to be the City Manager's highest priority. To promote regular monitoring, the Council asks the City Manager to follow these guidelines:
 - a. All Ends and Executive Limitations Policies will be monitored by the City

Commented [CS18]: CS: Should be getting verification more often - third party inspections? This process should be codified?

Commented [SC19R18]: No changes to be made - no 3P used to evaluate CM performance

Commented [CS20]: JC: Would like to include the operational update weekly with the CM Report (may not require this to be codified in policy)

Commented [CS21]: DT: Add the CM Report to the G&E polices - good to codify this

Commented [CS22R21]: LS: does not like the idea of codifying this. Should just say "keep council fully informed through verbal and written communication"

Commented [CS23R21]: DT: That is too subjective. Can say fully informed with at a minimum of a weekly report

City of Amarillo – Governance and Ends Policies

Manager who is expected to be responsible for achieving and maintaining compliance.

- b. Any noncompliance of significance shall be reported to Council as soon as practical; and such non-compliance shall be monitored and corrective actions taken by the City Manager to regain compliance.
4. At a minimum annually, the Council will institute a formal evaluation of the City Manager. ~~This evaluation will consider only monitoring data as defined here as it has appeared over the intervening year.~~

Commented [CS24]: LS: Proposes striking in case something from a prior year comes up that Council wants to assess the CM on.

Commented [CS25R24]: LS: Doesn't want to limit to only information defined in Governance and Ends policies for evaluating CM

Policy 3 – Ends Policies

Establishing what is to be done, for whom, and at what cost, and Executive Limitations to define unacceptable means

3.1a Ends Policy: Fiscal Responsibility: Key Performance Area

Fiscal Responsibility is considered a key performance area by Amarillo City Council and is addressed in the City Council Mission as “govern the City efficiently.” Fiscal Responsibility is also specifically addressed in the City’s strategic visioning document, [BluePrint for Amarillo City Council’s Strategic Pillars and Milestones](#).

One of the duties of the City Manager is the development of a process that keeps the Council aware of upcoming budgetary needs and requests so that the Council may aid in the creation of ongoing budget priorities. Good stewardship requires the Council to discern what is in the best interests of the citizens and budget accordingly.

3.1b Ends Policy: Fiscal Responsibility: Executive Limitations

Therefore, budgeting for any fiscal period or the remaining part of any fiscal period shall not deviate materially from Council policies as established in key performance areas or other City Council policies. The City Manager is therefore restricted from budgeting or spending that:

1. Lowers the City’s bond rating;
2. Lowers the pledged revenues collected by the City in the last preceding fiscal years as determined by the City to not less than 1.75 times the annual principal and interest requirements on the outstanding bonds with a goal to maintain a two (2) times coverage; or
3. Violates Federal, State, or Municipal laws; ethical standards; and generally accepted accounting and budgeting principles.

In addition, the City Manager may not bypass Council judgment to allow budgeting that:

1. Does not consider the long-term aspirational goals of Council’s [BluePrint for Amarillo City Council Strategic Pillars and Milestones](#) when prioritizing each department’s mission and budget needs;
2. Does not result from a detailed analysis of departmental budgets focusing on each department’s mission and operational programs;
3. Does not maintain a diversified revenue system with a stable source of income; or
4. Maintains a property tax rate that is not adequate to produce the revenues for City services included in the General Fund according to best practices.

Commented [CS26]: LS: Doesn't understand this - do we need it?

Commented [CS27R26]: CS: Is okay leaving it since it makes sense to those who understand it.

Commented [SC28R26]: Staff recommends to leave it in.

City of Amarillo – Governance and Ends Policies

3.2a Ends Policy: Municipal Services: Key Performance Area

Municipal Services, as defined in the annual operating budget, is considered a key performance area by the Amarillo City Council, and is specifically addressed in the BluePrint for Amarillo.

The City Council deems Mmunicipal Services, along with fiscal responsibility, as the highest priorities of the City Manager and City staff. There is no more important function of municipal government than to serve the citizens of Amarillo in a friendly, effective manner.

In providing municipal services to the citizens of Amarillo, the City Manager will, within the bounds of available resources:

1. Repair infrastructure in a timely manner;
2. Increase services while forecasting the need for and benefits of such services;
3. Continually strive to improve operational efficiencies;
4. Establish, model, and enforce the highest standards of exceptional customer service from employees;
5. Enforce ordinances and laws;
6. Anticipate and communicate foreseeable needs;
7. Use foresight in developing services;
8. Deliver services in a timely and quality manner;
9. Consider citizens' input;
10. Emphasize a user-friendly, solutions-oriented approach; and
11. Use technology, with respect to citizens' privacy rights, to ensure effective and efficient customer service experiences.

Commented [CS29]: TS: Very important - these are the things where we are lacking; this is a must

Commented [CS30]: TS: more communication of what we need to get done

Commented [CS31]: JC: Add "with respect to citizens' privacy rights"
RG: can align with the resolution for digital privacy

3.2b Ends Policy: Municipal Services: Executive Limitations

In providing Municipal Services to the citizens of Amarillo, the City Manager shall not:

1. Cause or allow any practice, activity, decision, or organizational circumstance which is either unlawful, in breach of the City's charter or bylaws, imprudent or in violation of commonly accepted business and professional ethics or practices;
2. Allow the organization to operate in such a way that conflicts with the City's adopted budget or the City's adopted financial policies; or
3. Fail to comply with the Code of Ethics set forth by the International City Manager Association (ICMA).

Commented [CS32]: TS: We need a code of ethics for every employee; they need to read it, know it, and sign it

Commented [CS33R32]: FH: There IS a code of conduct for all employees that we can share

3.3a Ends Policy: Business Models: Key Performance Area

Operation of the City under a business model emphasizing long-range planning, customer satisfaction, productivity, and process improvement is considered a key performance area by the Amarillo City Council. The Council chooses to import models and practices not only from government, but just as importantly from innovative business models. In other words, the Council wants the City whenever possible and prudent to operate with similar systems and attitudes adopted by any successful business. When utilizing business models, Council chooses to emphasize the following:

City of Amarillo – Governance and Ends Policies

1. Benchmarking. ~~Council wants to continually compare City performance with other cities and other departments to be sure Amarillo is operating in not only an efficient but creative and innovative manner.~~ Council is aware that Amarillo is unique, the City’s emphasis and direction will, and should, differ considerably from other cities. However, information about best practices from other municipalities ~~will always~~ may often help the Council make better choices.
2. Continuous improvement. Council expects measurements of performance to challenge the status quo through the use of continuous improvement processes. Since the needs of the citizens are constantly changing, so should the City’s practices.
3. Goal-setting. Council expects specific goals to challenge each City department in alignment with the Council’s strategic vision as set forth in the BluePrint for Amarillo City Council Strategic Pillars and Milestones.
4. Accountability. The Council expects the City Manager to hold City employees to standards that demand excellence. “Good enough” is not an acceptable standard.
5. Customer satisfaction. The Council expects the City to institute a form of measurement to gather and monitor customer satisfaction.

Commented [CS34]: TS: Change from “always”

Commented [CS35]: TS: Sometimes we place too much emphasis on other cities like the metroplex area; we aren’t like the metroplex - never will be

3.3b Ends Policy: Business Models: Executive Limitations

1. When utilizing business models to assist in operations of the City, the City Manager shall not make use of any business model that would violate currently adopted financial policies of the City.

3.4a Ends Policy: Economic Development and Redevelopment: Key Performance Area

Economic Development and Redevelopment is considered a key performance area by the Amarillo City Council, ~~and is specifically addressed within the BluePrint for Amarillo.~~

The City Council’s desired End is to have an economy that is healthy and growing with enough economic activity to support and fund public services. Toward that End, some overall indicators, expressed as Ends, have been identified as follows:

1. Emphasize tourism, - our hotel rooms are full, and tourism entities work cooperatively and collaboratively;
2. Recruit and retain a highly-educated population;
3. Create a qualified, knowledgeable, highly-skilled workforce and business environment that will attract desired industries to relocate to Amarillo;
4. Foster a healthy and cooperative relationship with the Amarillo Economic Development Corporation (AEDC) to align economic incentives and goals by meeting [periodically]; and
5. Support collaboration with AEDC and other taxing entities through the utilization of a comprehensive economic development policy.

Commented [CS36]: TS: Add possible language for comment below on 3.4a5

Commented [CS37]: TS: AEDC needs to work closer with the Council so we know their vision and forecast

3.4b Ends Policy: Economic Development: Executive Limitations

Council understands and intends to emphasize the importance of a healthy economy in Amarillo and the surrounding communities. A healthy economy is a driver of a high quality of life. Because of its great importance, there are many entities involved in economic development in Amarillo. As the City is a significant funding source for much of the economic development

City of Amarillo – Governance and Ends Policies

efforts in Amarillo, it is Council's intention to spend economic development dollars in the wisest most productive manner possible. Toward that end, the City Manager shall not:

1. Fail to abide by the currently adopted Economic Development policy; or
2. Authorize the award of a property tax or sales tax abatement incentive prior to Council's review and approval.

3.5a Ends Policy: Employee Training and Development: Key Performance Area

City Council values City of Amarillo employees as emissaries to the ~~world~~Amarillo community. With this in mind, the work environment for employees shall be one in which employees are appreciated and encouraged to grow and expand their skills within the safest possible working conditions. Within the bounds of available resources, compensation and benefit packages should promote excellence. The goal of training shall be to provide tools to assist staff to exceed management and customer expectations.

Commented [CS38]: DT: Consider revising this description

It is the intent of the Council for compensation to:

1. Be commensurate with individual productivity within the market range;
2. Be systematic, with defined ranges and a consistent span in the pay ranges where feasible using the median of the maximum rate of pay of surveyed positions as a benchmark;
3. Be used as a reward and motivation to achieve excellence;
4. Be attractive to top candidates;
5. Be adequate to retain top performers;
6. Exceed standards only when justified by exceptional performance;
7. Be structured, when appropriate, to allow staff attrition to maintain market rates.

3.6a Ends Policy: Intergovernmental Cooperation and Relations: Key Performance Area

City Council wishes to coordinate efforts with other governmental bodies, within the city limits and region, to mutual benefit, whenever possible and appropriate. Because the City holds such a key role that benefits our entire region, Council desires City staff to engage in regional organizations and take a leadership role, whenever possible, to provide leadership to the region. Council hopes to continue to work closely with any governmental body seeking to serve the best interests of the citizens of Amarillo in a more integrated manner.

3.6b Ends Policy: Intergovernmental Cooperation and Relations: Executive Limitations

Council wishes to coordinate efforts with a variety of governmental agencies in the area, examples of which include (not in order of importance) Federal, State, counties, school districts, universities and junior colleges, and other municipalities. Therefore, the City Manager shall not silo the City from coordinating or cooperating with other governmental bodies, when coordination and cooperation may provide mutual benefit.

3.7 Ends Policy: Strategic Visioning: Key Performance Area

In an effort to further the City's Mission Statement, City Council and staff will utilize a systematic process of ~~S~~strategic ~~V~~isioning to guide major policy decisions. Strategic ~~V~~isioning is a disciplined effort to produce fundamental decisions and actions that shape and guide the

City of Amarillo – Governance and Ends Policies

City, its purpose, function, priorities, decisions, and implementation process. Strategic Visioning will enable Council and staff to blend futuristic thinking, objective analysis, and subjective evaluation of goals and priorities to chart future courses of action that will ensure the long-term vitality and effectiveness of the City.

The result of this deliberative process should ideally be a specific set of priorities, developed and adopted over a timeline as determined by the Council, consisting of over-arching policy goals and objectives as outcomes of the decision-making process. Annually, Council will hold a Strategic Visioning retreat to review and update the City's Council's Strategic Vision. City staff will then provide a suitable plan of work that will ensure the effective implementation of the Council's Strategic Vision.

3.8a Ends Policy: **Excellence in Communications: Key Performance Area**

Excellence in Communications is considered a key performance area by the Amarillo City Council and is specifically addressed within the [BluePrint for Amarillo City Council Strategic Pillars and Milestones](#). Excellence in Communication is one of Council's most important Pillars as Council strives to run the City on an open and transparent platform with employees and citizens.

It is the intent of Council for the City Manager to promote **Excellence in Communications**, both internally and externally, through the following methods:

1. Enhance communication to be proactive (anticipating citizens' questions, citizens' informational needs and citizens' input) and prompt, in order to get accurate and timely information to the citizens;
2. Develop and maintain strong working relationships with media partners and key stakeholders;
3. Continually evaluate and utilize technology to enhance the City's messaging with depth and penetration to increase reach to all citizens across Amarillo's diverse community and strive to provide a clearer understanding of City policies, programs and procedures, especially any change to a policy, program or procedure;
4. Improve communication with employees, and ensure they are informed about organizational changes, events, etc.;
5. Respond timely to citizens' requests for public information;
6. Communicate items of a significant nature to Council in a timely manner; and
7. Communicate so that the City earns a reputation and brand identity for reliability, accuracy, trustworthiness and confidence.

3.8b Ends Policy: **Excellence in Communications: Executive Limitations**

As Council strives to ensure the City is run on an open and transparent platform with employees and citizens, the City Manager shall not permit Council to be uninformed or unsupported in its work on issues, **including but not limited to** significant **public safety operational**, financial, legal, or political risk.

Commented [CS39]: LS: wants to add "including but not limited to" language after work; believes Council should not be limited to the four broad categories listed

Commented [CS40R39]: JC: proposes changing "public safety" to "operational" to cover all areas

Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Thursday, May 9, 2024 8:07 AM
To: Coggins, Stephanie; Clark, Shauna
Cc: Hartman, Floyd
Subject: RE: 2024 Charter Review Citizen Committee - Final for Council Consensus.pdf

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.
Thank you, Stephanie.

Al Zelinka, FAICP, CMSM
Director



Baker Tilly US, LLP
M: +1 (714) 815 6403
18500 Von Karman Avenue, 10th Floor, Irvine, California, 92612 USA
al.zelinka@bakertilly.com | bakertilly.com

Schedule a meeting



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From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Thursday, May 9, 2024 5:50 AM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Clark, Shauna <Shauna.Clark@bakertilly.com>
Cc: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Subject: 2024 Charter Review Citizen Committee - Final for Council Consensus.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning!

Here is the final committee list we will lay at each councilmember's seat for that item. Staff in our department reached out and has confirmed with each that they are willing to serve and able to commit. If Council give us consensus today, this committee is ready to begin on May 30th.

Thanks,
Stephanie

Disclaimer

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Coggins, Stephanie

From: Coggins, Stephanie
Sent: Wednesday, May 8, 2024 8:24 AM
To: Zelinka, Al; Hartman, Floyd; Clark, Shauna
Subject: RE: Amarillo City Council Work Session Prep Meeting
Attachments: 2024 Charter Amendment Election Plan of Action.docx; History of Charter Amendment Elections.pdf; Memo RE History of 2020 Charter Election.pdf; Presentation made 4-09-24 re charter review process.pdf; Presentation made 4-23-24 re charter review process.pdf

Hi Al and Shauna,

To aid in the transition of the Charter review facilitation to you, I've attached several files I think will be helpful to let you see what we've done thus far. Also below are links to where Council discussed this item twice in their recent meetings. Look forward to talking more with you shortly.

4/9/24: <https://amarillotx.new.swagit.com/videos/302121?ts=5036>

4/23/24: <https://amarillotx.new.swagit.com/videos/303539?ts=3737>

Thanks!

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

-----Original Appointment-----

From: Coggins, Stephanie
Sent: Tuesday, May 7, 2024 9:01 AM
To: Coggins, Stephanie; Zelinka, Al; Hartman, Floyd; Clark, Shauna
Subject: Amarillo City Council Work Session Prep Meeting
When: Wednesday, May 8, 2024 8:30 AM-9:00 AM (UTC-06:00) Central Time (US & Canada).
Where: Microsoft Teams Meeting

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 299 683 233 957

Passcode: aLySds

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

City of Amarillo
2024 Charter Amendment Election Process

DESCRIPTION	DATE
Provide memo to Council regarding 2020 process <ul style="list-style-type: none"> provided in weekly operational update 	Feb. 16, 2024
Discuss Possible Charter Amendment Election at City Council Meeting <ul style="list-style-type: none"> Explain the process used in 2020 receive feedback/consensus on path forward 	Apr. 9, 2024
Discuss Charter Amendment Election Process <ul style="list-style-type: none"> Discuss the structure & get feedback on the plan Councilmembers provide names of citizens willing to serve Appoint Council subcommittee 	Apr. 23, 2024
Discuss Charter Amendment Election Process <ul style="list-style-type: none"> Discuss the citizens committee & appoint members Establish topics City Council would like the charge the committee with reviewing 	May 9, 2024
Confirm committee appointees <ul style="list-style-type: none"> Staff reach out and confirm information/willingness to serve Send copy of Charter for preliminary review Query availability for June meetings 	May 15-20, 2024
Committee Meeting #1: Kickoff <ul style="list-style-type: none"> Explanation of the Charter (City Attorney) Present Council's written charge (Council subcommittee) Election a committee chair (citizen members) Discuss schedule of meetings and items to be covered at each 	May 30, 2024
Committee Meeting #2: Topics <ul style="list-style-type: none"> Discuss Committee Charge Topics 1 & 2 	Jun. 6, 2024
Committee Meeting #3: Topics <ul style="list-style-type: none"> Revisit & conclude Committee Charge Topics 1 & 2 Discuss Committee Charge Topics 3 & 4 	Jun. 13, 2024
Committee Meeting #4: Topics <ul style="list-style-type: none"> Revisit & conclude Committee Charge Topics 3 & 4 Discuss Committee Charge Topic 5 Discuss any Committee initiated topics 	Jun. 20, 2024
Committee Meeting #5: Topics <ul style="list-style-type: none"> Revisit and conclude Committee Charge Topic 5 and any Committee initiated topics Draft recommendation to Council 	Jun. 27, 2024
Committee presents recommendation to City Council <ul style="list-style-type: none"> Chair or spokesperson presents the committee's recommendation for ballot proposals to Council Council gives consensus on what proposals to move forward 	Jul. 9, 2024
Ordering of election by ordinance (<i>Deadline = Aug 19, 2024</i>) <ul style="list-style-type: none"> First reading Second reading 	Jul. 23, 2024 Aug. 13, 2024
Election Day	Nov. 5, 2024

City of Amarillo
2024 Charter Amendment Election Process

CITIZEN REVIEW COMMITTEE TENTATIVE TIME COMMITMENT

DATE	TIME	DESCRIPTION
Thursday, May 30, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 6, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 13, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 20, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 27, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, July 9, 2024	3:00 PM - ??	City Council Meeting

Additional time needed between meetings of a few hours per week to review topics and prepare for weekly discussions.

CITY OF AMARILLO
History of Charter Amendment Elections

PASSED
FAILED

ELECTION DATE	DESCRIPTION	FOR	AGAINST
April 5, 1980	Create Ad Valorem Tax	8,868	12,679
August 9, 1980	Classification Plan	3,849	5,602
August 9, 1980	Elections first Saturday in April odd years	7,873	1,039
August 9, 1980	Mayor and Commissioners resident citizens of Amarillo	7,525	1,347
August 9, 1980	Poll Tax	5,005	4,101
August 9, 1980	Sealed competitive bids	8,016	880
January 1, 1989	Proposition: Single Member Districts & Increase Council size to 7	4,383	4,957
November 5, 2013	Proposition 10: CM, others bond as required by ordinance	9,400	4,540
November 5, 2013	Proposition 11: quorum = ALL members	10,868	3,160
November 5, 2013	Proposition 12: elections by state law and next available date	10,042	3,705
November 5, 2013	Proposition 13: regular municipal election and date closest to May 1	11,412	2,550
November 5, 2013	Proposition 14: resolve competing charter amendments by vote total	10,031	3,706
November 5, 2013	Proposition 15: resolve competing initiatives by vote total	10,037	3,712
November 5, 2013	Proposition 16: petitions returned by 120th day	9,545	4,213
November 5, 2013	Proposition 17: City Secretary allowed 21 days to verify petition	10,994	2,854
November 5, 2013	Proposition 18: petition not allowed within 3 years of public election	8,312	5,343
November 5, 2013	Proposition 19: Commission allowed to cancel for exigent circumstances	10,591	3,105
November 5, 2013	Proposition 2: nonsubstantive vocabulary changes - commission to council	10,702	3,502
November 5, 2013	Proposition 20: 100 signatures or \$100 to file for office	10,390	3,593
November 5, 2013	Proposition 21: remove licensed professionals from civil service	8,174	5,516
November 5, 2013	Proposition 22: petitions require 5% of registered voters	9,303	4,745
November 5, 2013	Proposition 3: removing charter implementation procedures	11,461	2,631
November 5, 2013	Proposition 4: repeal statutory references - add applicable law as amended	10,417	3,494
November 5, 2013	Proposition 5: annexation = state law or ordinance	10,302	3,655
November 5, 2013	Proposition 6: acknowledge Texas Open Meetings Act, as amended	12,296	1,865
November 5, 2013	Proposition 7: authorize any number of municipal court judges necessary	9,151	4,952
November 5, 2013	Proposition 8: maximum court fine = state law or ordinance	11,371	2,741
November 5, 2013	Proposition 9: emergency purchase limits = applicable law as amended	8,671	5,373
November 3, 2020	Proposition B: To amend Article V, Section 2 of the Amarillo City Charter to provide for a 4-year term of office for Mayor and each City Councilmember with those terms being staggered as provided by ordinance and conforming amendments as required by state law.	33,066	35,270
November 3, 2020	Proposition C: To amend Article V, Section 12(a) of the Amarillo City Charter to provide for the Mayor and Councilmembers to meet to qualify for office on the day of the election canvass and thereafter meet not less than twenty-four times per calendar year.	38,389	29,046

Memo

To: Andrew Freeman, Interim City Manager
From: Stephanie Coggins, City Secretary
Date: February 12, 2024
Re: 2020 Charter Review & Charter Election

2020 CHARTER AMENDMENT ELECTION

A subcommittee of Amarillo City Council, including Mayor Ginger Nelson and Councilmember Place 4 Howard Smith, appointed and a nine-member citizens committee in June 2020 to perform a review the Amarillo City Charter (Charter). The nine citizens appointed to the committee represented six unique zip codes within the City of Amarillo. The following individuals participated on the committee:

1. Roy Bara
2. Bill (W H) Brian
3. Raquel De Los Santos
4. Michelle Eggleston
5. Lilia Escajeda
6. Michael Haning
7. Randy O'neal
8. Joseph Peterson
9. Denise Price

The subcommittee was charged with looking at what's best for Amarillo in four areas: frequency of council meetings; housekeeping matters (primarily out-of-date provisions); councilmember terms and term limits; and compensation of councilmembers. All nine subcommittee members attended four meetings, where they were joined by Mayor Nelson, Councilmember Smith, the city manager, the assistant to the city manager, and the city attorney/assistant city attorney.

Upon completion of these meetings, the subcommittee presented their recommendations to City Council at a City Council regular meeting on July 14, 2020 and brought unanimous recommendations regarding three of the four areas with which they were charged.

Frequency of Council Meetings - The committee proposed the charter be amended to require 24 meetings per year but allowing Council flexibility in setting the meeting dates to meet this requirement.

Housekeeping Matters - The committee brought forward eight propositions updating 31 sections of the charter, including removing or revising outdated legal references or practices; simplifying the process for issuing bonds; clarifying and making more efficient the recall

procedure; conforming eminent domain and street condemnation to current state law; plus four other barriers.

Length of Term and Terms of Service – The subcommittee proposed increasing from two-year to four-year terms and proposed staggering terms. The subcommittee proposed that no more than three councilmembers would be elected in each election, with each eventually elected for a four-year term (initially some positions would have to be elected for two-year terms to create the staggered terms). Term limits were discussed but the usefulness of those was not indicated among the subcommittee since councilmembers are elected “at-large”.

Councilmember Compensation – Any compensation adjustment discussed by the subcommittee, would have been merely a token of compensation and not a meaningful compensation, and so the subcommittee determined that it was best to defer the issue of compensation to some later time.

On July 21, 2020, City Council discussed the proposals in a work session and decided to call an election to take two charter amendments to voters. The ordinance to call the Charter Amendment election was read on July 28, 2020 and August 11, 2020, and on November 3, 2020 the special election was held for the following items:

PROPOSITION B

To amend Article V, Section 2 of the Amarillo City Charter to provide for a 4-year term of office for Mayor and each City Councilmember with those terms being staggered as provided by ordinance and conforming amendments as required by state law.

33,066 FOR

35,270 AGAINST

PROPOSITION C

To amend Article V, Section 12(a) of the Amarillo City Charter to provide for the Mayor and Councilmembers to meet to qualify for office on the day of the election canvass and thereafter meet not less than twenty-four times per calendar year.

38,389 FOR

29,046 AGAINST

As shown above, Proposition B failed, and Proposition C passed. Results of the special election were canvassed on November 17, 2020, and the Charter was updated to reflect the passage of Proposition C.

ADDITIONAL INFORMATION

Please note that Texas Constitution, Article XI, Section 5 provides that no city may hold an election to amend its charter sooner than the 731st day after its most recent charter election.

Attached to this memo for awareness is a history of Amarillo's charter amendment elections from 1980 through the present.

Possible Charter Amendment Election

Presented to Amarillo City Council on April 9, 2024



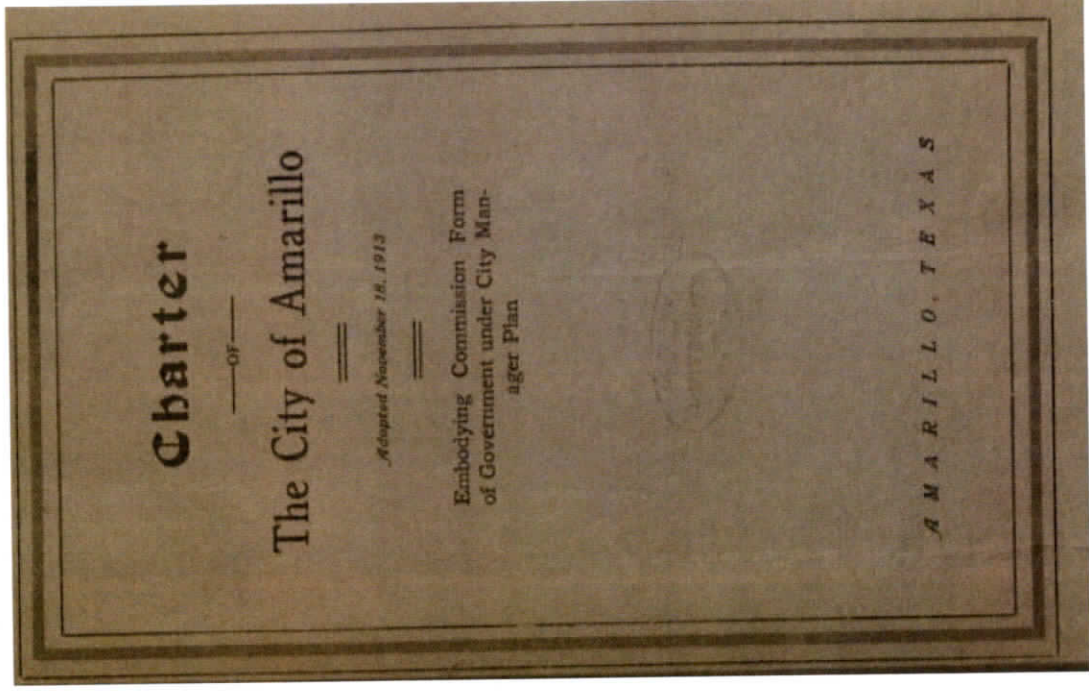
Amarillo City Charter

- November 18, 1913
- Amarillo was the first City in Texas to establish a Council-Manager form of government
- Defines roles, duties, authority and responsibilities of each branch of City government.
- Defines relationship between Council and City Manager
- Established three branches of government



Amarillo City Charter

- A document created by the people.
- Can only be updated through a Charter Election
- Last Charter Election held November 2020



Amarillo City Charter

“This Charter after its adoption, may be amended in accord with applicable state law as amended.

At any election for the adoption of Charter amendments, if the provisions of two or more proposed amendments on the ballot are irreconcilably inconsistent, and each receives a majority favorable vote, then the amendment that receives the highest number of favorable votes shall prevail in that election.”

Art. VII, Sec. 3

Amarillo City Charter

- (a) “Cities having more than five thousand (5000) inhabitants may, by a majority vote of the qualified voters of said city, at an election held for that purpose, adopt or amend their charters.”
- (b) “Furthermore, no city charter shall be altered, amended or repealed oftener than every two years.”

Texas Constitution Art. XI, Sec. 5

CITY OF AMARILLO

History of Charter Amendment Elections - 1980 to present

		PASSED		
		FAILED		
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November 3, 2020	Proposition B: To amend Article V, Section 2 of the Amarillo City Charter to provide for a 4-year term of office for Mayor and each City Councilmember with those terms being staggered as provided by ordinance and conforming amendments as required by state law.	33,066	35,270	
November 3, 2020	Proposition C: To amend Article V, Section 12(a) of the Amarillo City Charter to provide for the Mayor and Councilmembers to meet to qualify for office on the day of the election canvass and thereafter meet not less than twenty-four times per calendar year.	38,389	29,046	



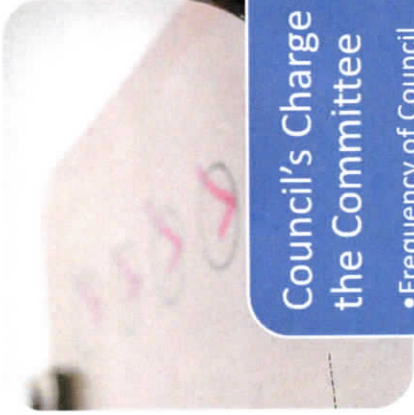
2020 Charter Election

Citizen Charter Review Committee



Committee Created

- Nine citizen members appointed June 2020
- Represented six unique zip codes within city limits
- A two-member subcommittee of City Council served alongside the committee



Council's Charge to the Committee

- Frequency of Council meetings
- Housekeeping matters
- Councilmember terms and term limits
- Councilmember compensation
- Any other areas the subcommittee felt needed addressed



Review Process

- All nine members attended four meetings
- Members were joined by the two-person Council subcommittee, city manager, assistant to the city manager, and the city attorney/assistant city attorney
- Upon completion of these meetings, the committee presented their recommendations to Council on July 14, 2020

2020 Charter Election Committee Recommendations

MEETING FREQUENCY

- Proposed amending the Charter to require 24 meetings per year
 - As proposed, allows Council flexibility to set the meeting dates to meet this requirement.

2020 Charter Election Committee Recommendations

HOUSEKEEPING ITEMS

- Proposed eight propositions to amend 31 sections of the Charter, including:
 - removing or revising outdated legal references or practices;
 - simplifying the process for issuing bonds;
 - clarifying and making more efficient the recall procedure;
 - Conforming eminent domain and street condemnation to current state law;

2020 Charter Election Committee Recommendations

LENGTH OF TERM AND SERVICE

- Proposed amending the Charter to increase from two-year terms to four-year terms and to stagger such terms
 - No more than three councilmembers would be elected in each election, with each eventually elected for a four-year term
 - Initially some would have to be elected for two-year terms to create the staggering of positions
 - Proposed these changes would take effect with the next election

2020 Charter Election *Committee Recommendations*

COUNCILMEMBER COMPENSATION

- No proposal made

2020 Charter Election

City Council Calls Election

- On July 21, 2020, City Council discussed the proposals in a work session and decided to call an election for two Charter amendments to be voted on.
- The Ordinance calling the Special Election was first read on July 28, 2020 and passed upon second and final reading on August 11, 2020.
- The election was held on November 3, 2020.

2020 Charter Election

City Council Calls Election

PROPOSITION B

To Amend Article V. Section 2 of the Amarillo City Charter to provide for a 4-year term of office for Mayor and each City Councilmember with those terms being staggered as provided by ordinance and conforming amendments as required by state law.

33,066 FOR

35,270 AGAINST

PROPOSITION C

To amend Article V. Section 12(a) of the Amarillo City Charter to provide for the Mayor and Councilmembers to meet to qualify for office on the day of the election canvass and thereafter meet not less than twenty-four times per calendar year.

38,389 FOR

29,046 AGAINST

Amarillo City Charter

Upcoming Elections

ELECTION DATE

LAST DAY TO CALL AN ELECTION

November 5, 2024

August 19, 2024

May 3, 2025

February 14, 2025

Approximate cost to hold an election: \$70,000 - \$100,000

Questions?

Charter Amendment Election Process

Presented to Amarillo City Council on April 23, 2024



Objectives

1. Discuss the draft plan of action and discuss
2. Provide names of possible citizen committee members and discuss
3. Appoint two-member City Council subcommittee

Draft Plan of Action

DESCRIPTION	DATE
Provide memo to Council regarding 2020 process provided in weekly operational update	Feb. 16, 2024
Discuss Possible Charter Amendment Election at City Council Meeting	Apr. 9, 2024
<ul style="list-style-type: none"> Explain the process used in 2020 receive feedback/consensus on path forward 	Apr. 23, 2024
Discuss Charter Amendment Election Process	May 14, 2024 <i>(Regular meeting or possible morning W3)</i>
<ul style="list-style-type: none"> Discuss the structure & get feedback on the plan Councilmembers provide names of citizens willing to serve Appoint Council subcommittee 	May 15-20, 2024
Discuss Charter Amendment Election Process	May 30, 2024
<ul style="list-style-type: none"> Discuss the citizens committee & appoint members Establish topics City Council would like the committee with reviewing Staff reach out and confirm information/willingness to serve Send copy of Charter for preliminary review Query availability for June meetings 	Jun. 6, 2024
Committee Meeting #1: Kickoff	Jun. 13, 2024
<ul style="list-style-type: none"> Explanation of the Charter (City Attorney) Present Council's written charge (Council subcommittee) Election a committee chair (citizen members) Discuss schedule of meetings and items to be covered at each 	Jun. 20, 2024
Committee Meeting #2: Topics	Jun. 27, 2024
<ul style="list-style-type: none"> Discuss Committee Charge Topics 1 & 2 Revisit & conclude Committee Charge Topics 1 & 2 Discuss Committee Charge Topics 3 & 4 	Jul. 9, 2024
Committee Meeting #3: Topics	Jul. 23, 2024
<ul style="list-style-type: none"> Revisit & conclude Committee Charge Topics 3 & 4 Discuss Committee Charge Topic 5 Discuss any Committee initiated topics 	Aug. 13, 2024
Committee Meeting #4: Topics	Nov. 5, 2024
<ul style="list-style-type: none"> Revisit and conclude Committee Charge Topic 5 and any Committee initiated topics Draft recommendation to Council 	
Committee presents recommendation to City Council	
<ul style="list-style-type: none"> Chair or spokesperson presents the committee's recommendation for ballot proposals to Council Council gives consensus on what proposals to move forward 	
Ordering of election by ordinance <i>(Deadline = Aug 19, 2024)</i>	
<ul style="list-style-type: none"> First reading Second reading 	
Election Day	

CITIZEN REVIEW COMMITTEE TENTATIVE TIME COMMITMENT

DATE	TIME	DESCRIPTION
Thursday, May 30, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 6, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 13, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 20, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 27, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, July 9, 2024	3:00 PM - 2?	City Council Meeting

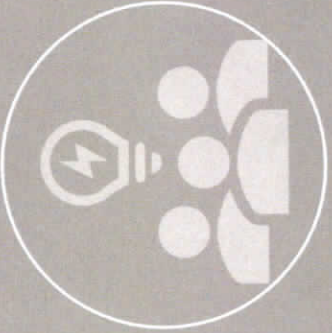
Additional time needed between meetings of a few hours per week to review topics and prepare for weekly discussions.



Draft Plan of Action



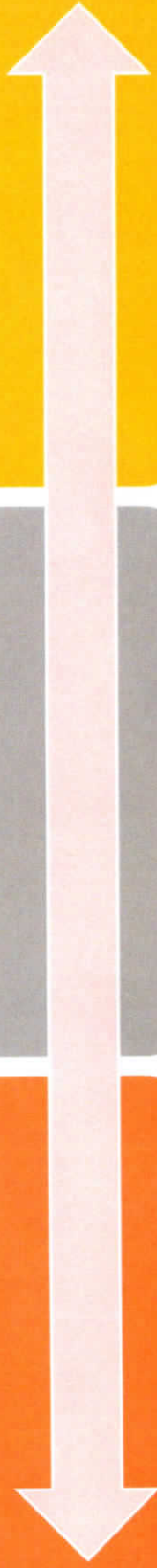
PHASE 1
City Council appoints members to committee & establish priority topics



PHASE 2
Committee reviews charter topics and presents recommendations to City Council



PHASE 3
City Council reviews recommendations from committee and calls an election



Citizen Committee

Estimated Time Commitment

DATE	TIME	DESCRIPTION
Thursday, May 30, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, June 6, 2024	5:30 – 7:00 PM	Committee Meeting
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Thursday, June 27, 2024	5:30 – 7:00 PM	Committee Meeting
Thursday, July 9, 2024	3:00 PM - ??	City Council Meeting

Additional time needed between meetings of a few hours per week to review topics and prepare for weekly discussions.

Citizen Committee

Considerations:

- Size of Committee?
- Residency?
- Chair – Council appointed or committee appointed?
- Consultant led?

Council Subcommittee

Selection of two members to participate with the Citizens Committee and provide periodic updates to City Council about the process.

Questions?



Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Friday, May 17, 2024 6:12 PM
To: Coggins, Stephanie; McWilliams, Bryan; Hartman, Floyd
Subject: RE: Contract and Draft Report

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Thanks Stephanie. And, thanks Floyd and Bryan. I just sent a Teams invitation to Floyd and Stephanie only re the Committee report. If Bryan wants/needs to be in the meeting, please let me know.

Al Zelinka, FAICP, CMSM
Director



Baker Tilly US, LLP
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18500 Von Karman Avenue, 10th Floor, Irvine, California, 92612 USA
al.zelinka@bakertilly.com | bakertilly.com

Schedule a meeting



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From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Friday, May 17, 2024 12:50 PM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; McWilliams, Bryan <Bryan.Mcwilliams@amarillo.gov>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Subject: RE: Contract and Draft Report

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Al,

We both look available on Monday prior to 10am. How about 8:30? I can send a Teams meeting link if that works.

I have attached a signed copy of the engagement letter. Please let me know what else is needed to process in regards to the agreement.

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Zelinka, Al <Al.Zelinka@bakertilly.com>

Sent: Friday, May 17, 2024 1:39 PM

To: McWilliams, Bryan <Bryan.Mcwilliams@amarillo.gov>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>

Subject: Contract and Draft Report

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Good afternoon. I have two items for your consideration:

- 1) I understand that the City Council approved the contract at it's Tuesday meeting. I wanted to check in to check on the process from here for processing the contract.
- 2) Floyd and Stephanie – Shauna has prepared a draft report to provide to the Charter Review Committee prior to its first May 30 meeting. Could we meet early on Monday, 5/20, to review it with you? We can meet as early as 8am CST (or earlier if you prefer). Given we believe the agenda deadline is 5/24 (due to 5/27 being a holiday), we need your input on it and would like to walk you through it. Please let us know your availability.

Al Zelinka, FAICP, CMSM
Director



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[Schedule a meeting](#)



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Coggins, Stephanie

From: Coggins, Stephanie
Sent: Wednesday, May 8, 2024 6:41 PM
To: Zelinka, Al
Cc: Hartman, Floyd; Clark, Shauna
Subject: Re: Follow-up

Yes, Floyd will be the best to introduce you both. Sounds great on the standing meeting! Also, I owe you the teams meeting for tomorrow. Sorry, I caught a fire today that kept me a little busy. Going to send it now.

Sent from my iPhone

On May 8, 2024, at 6:37 PM, Zelinka, Al <Al.Zelinka@bakertilly.com> wrote:

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Thank you, Stephanie and Floyd. The outline looks good. A couple of follow-ups:

1. Will one of you or the Mayor introduce Shauna and I?
 - Here is a basic suggested script for whomever introduces:
 - *Honorable Mayor and City Council, I would like to introduce Shauna Clark and Al Zelinka. two members of the firm Baker Tilly. Baker Tilly is a national firm, including offices throughout Texas, with a Public Sector Advisory practice that specializes in working with local governments to accomplish their objectives. Shauna and Al are both former city managers and have served in other executive roles with cities the size of Amarillo. They have experience with charter amendment processes as well as working with City Councils on their governance and rules policies.*
2. Regarding the standing touch base meeting, I would suggest we meet with you and Floyd mostly. We will certainly will discuss policy items, but also will need to coordinate on matters that may be mundane.

Al Zelinka, FAICP, CMSM
Director

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18500 Von Karman Avenue, 10th Floor, Irvine, California, 92612 USA
al.zelinka@bakertilly.com | bakertilly.com

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From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Wednesday, May 8, 2024 2:48 PM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: RE: Follow-up

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Answers are below in red. I will let Floyd respond and provide any updates he may have.

Also on the draft – I took the new one you sent and incorporated changes I just spoke with the Mayor on. I believe we would like to have the committee self-appoint their chair / vice chair on their first meeting. And the Mayor would like Council to bring forward their issues place by place instead of article by article. I've attached the revised version and we should be good to go.

Al – if you are comfortable, I did chat with the Mayor about whether he'd like to lead the conversation or have you do so, and he'd prefer you lead. We of course will all be available if you need to pitch something over to us.

Thanks,
Stephanie

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To: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: Follow-up
Importance: High

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1. Stephanie: Can your office provide a list of the comparison cities to Amarillo that would be appropriate for charter-related and governance/rules-related research? **I think the best comparative cities would be those close in population to us. To keep it to around the number**

Shauna recommended, maybe we can do 5 larger and 5 smaller. I will verify those are all Home Rule (since that's most comparative) and get to work on researching the information on each city back to you

- Stephanie: Related to question 1, if Shauna provides you with a list of charter research needed for comparison purposes, can she provide that to you in the days ahead? **Absolutely I'd be happy to assist as you send info needed**
- Stephanie: for the Charter Review Citizens Committee, will your office prepare/distribute the agenda and minutes? **Yes, we can work with you as to content of the agendas, and we will prepare/distribute everything.**
- Stephanie/Floyd: For mailing purposes you can use:

Shauna Clark
696 E. California Boulevard
Pasadena, CA 91106

Al Zelinka
545 E. Palmyra Avenue
Orange, CA 92866

Great, I'll get some charters overnighted to you for arrival Friday.

- Floyd/Stephanie: Our cell phone numbers are:

Shauna: (626) 429-1990

Al: (714) 815-6403

Floyds # is (806) 680-6727. I'll open up a group text for us to comm tomorrow during the meeting if needed.

- Floyd/Stephanie: For our benefit when we remotely participate in City Council and Committee meetings, can you share about the screen sizes in the Council chambers or Committee meeting rooms so we can properly prepare presentations so they are most legible? Also, do you have any presentation templates or guides we need to use? **In Council meetings (for tomorrow) each Councilmember has a personal monitor in front of them that is 23", and there are 4 52" TVs mounted around the room. I think we are hoping to hold committee meetings in Room 105 of City Hall which has 2 large wall mounted projector screens.**
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- Floyd: We are not planning on preparing a presentation for tomorrow. Please confirm this is ok. **Absolutely. I can have the Governance and Ends Document Pulled up and scroll thru as we discuss it, and can have the online charter pulled up in case we need to view any particular section as it's discussed.**
- Floyd/Stephanie: There will be many moving parts over the next several months. Do you want to have a standing weekly meeting just to touch base, exchange thoughts, and share any insights or dynamics we need to be aware of? **Yes, please. Would you recommend including our 2 councilmembers in this touchpoint or keep them at more of a committee member level?**
- Floyd: Shauna and I will send you our resumes separate from this email.

Thanks for the meeting this morning. We are looking forward to working with you and supporting you and the City.

Al Zelinka, FAICP, CMSM
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<image001.png>

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Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 6:43 PM
To: Coggins, Stephanie
Cc: Hartman, Floyd; Clark, Shauna
Subject: Re: Follow-up

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Thanks so much Stephanie.

From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Wednesday, May 8, 2024 4:40:34 PM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>
Cc: Hartman, Floyd <Floyd.Hartman@amarillo.gov>; Clark, Shauna <Shauna.Clark@bakertilly.com>
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Baker Tilly US, LLP
M: +1 (714) 815 6403
18500 Von Karman Avenue, 10th Floor, Irvine, California, 92612 USA
al.zelinka@bakertilly.com | bakertilly.com

<image002.png>

<image003.png>

<image004.png>

<image005.png>

<image006.png>

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Coggins, Stephanie

From: Coggins, Stephanie
Sent: Wednesday, May 8, 2024 4:48 PM
To: Zelinka, Al; Hartman, Floyd
Cc: Clark, Shauna
Subject: RE: Follow-up
Attachments: Amarillo City Council May 9 2024.docx

Answers are below in red. I will let Floyd respond and provide any updates he may have.

Also on the draft – I took the new one you sent and incorporated changes I just spoke with the Mayor on. I believe we would like to have the committee self-appoint their chair / vice chair on their first meeting. And the Mayor would like Council to bring forward their issues place by place instead of article by article. I've attached the revised version and we should be good to go.

Al – if you are comfortable, I did chat with the Mayor about whether he'd like to lead the conversation or have you do so, and he'd prefer you lead. We of course will all be available if you need to pitch something over to us.

Thanks,
Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 11:27 AM
To: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: Follow-up
Importance: High

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Floyd and Stephanie – Please find a working draft of how the flow of Agenda Item 2 could go. Please edit as you wish and please review with the mayor for his edits. This will help all of us be on the same page as the discussion progresses. Additionally, here are ten follow-up items:

1. Stephanie: Can your office provide a list of the comparison cities to Amarillo that would be appropriate for charter-related and governance/rules-related research? **I think the best comparative cities would be those close in population to us. To keep it to around the number Shauna recommended, maybe we can do 5 larger and 5 smaller. I will verify those are all Home Rule (since that's most comparative) and get to work on researching the information on each city back to you**
2. Stephanie: Related to question 1, if Shauna provides you with a list of charter research needed for comparison purposes, can she provide that to you in the days ahead? **Absolutely I'd be happy to assist as you send info needed**
3. Stephanie: for the Charter Review Citizens Committee, will your office prepare/distribute the agenda and minutes? **Yes, we can work with you as to content of the agendas, and we will prepare/distribute everything.**
4. Stephanie/Floyd: For mailing purposes you can use:

Shauna Clark
696 E. California Boulevard
Pasadena, CA 91106

Al Zelinka
545 E. Palmyra Avenue
Orange, CA 92866

Great, I'll get some charters overnighted to you for arrival Friday.

5. Floyd/Stephanie: Our cell phone numbers are:

Shauna: (626) 429-1990
Al: (714) 815-6403

Floyds # is (806) 680-6727. I'll open up a group text for us to comm tomorrow during the meeting if needed.

6. Floyd/Stephanie: For our benefit when we remotely participate in City Council and Committee meetings, can you share about the screen sizes in the Council chambers or Committee meeting rooms so we can properly prepare presentations so they are most legible? Also, do you have any presentation templates or guides we need to use? In Council meetings (for tomorrow) each Councilmember has a personal monitor in front of them that is 23", and there are 4 52" TVs mounted around the room. I think we are hoping to hold committee meetings in Room 105 of City Hall which has 2 large wall mounted projector screens.
7. Stephanie: Can you send us the link to tomorrow's City Council meeting? We will also have two colleagues who will be supporting us: Mary Locey Locey, (Mary.Locey@bakertilly.com) and Dennis Hawkins (Dennis.Hawkins@bakertilly.com). We can either have them watch the livestream of the City Council meeting or join the Teams/Zoom link. Do you have a preference? They will not be participating in dialogue with the City Council tomorrow; Shauna and I will be the only Baker Tilly team members participating. I will create and send that link now – even though they aren't participating on the Teams, I'd recommend they join that meeting and turn cameras off so they will be with us real time if they need to communicate anything in real time with you. The YouTube stream has about a 30-60 second delay in broadcasting.
8. Floyd: We are not planning on preparing a presentation for tomorrow. Please confirm this is ok. Absolutely. I can have the Governance and Ends Document Pulled up and scroll thru as we discuss it, and can have the online charter pulled up in case we need to view any particular section as it's discussed.
9. Floyd/Stephanie: There will be many moving parts over the next several months. Do you want to have a standing weekly meeting just to touch base, exchange thoughts, and share any insights or dynamics we need to be aware of? Yes, please. Would you recommend including our 2 councilmembers in this touchpoint or keep them at more of a committee member level?
10. Floyd: Shauna and I will send you our resumes separate from this email.

Thanks for the meeting this morning. We are looking forward to working with you and supporting you and the City.

Al Zelinka, FAICP, CMSM
Director



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al.zelinka@bakertilly.com | bakertilly.com

Schedule a meeting



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Amarillo City Council
Work Session
May 9, 2024

Item 2. Discuss City Charter Review Process and Governance and Ends Policy

Working Draft – Flow of Agenda Item (Please edit)

- A. Introduction of Baker Tilly
 - a. Al Zelinka, Director
 - b. Shauna Clark, Project Manager and Subject Matter Expert
- B. City Charter Review Process
 - a. Committee Selection and Organization
 - i. Appoint Committee Members
 - b. Discuss Scope of Work for Charter Review Citizen Committee
 - i. Identify Issues
 - 1. Place by Place
 - c. Role of City Council Subcommittee
 - i. Members
 - 1. Tom Scherlen - Councilmember, Place 3
 - 2. Les Simpson - Councilmember, Place 4
 - d. Confirm Citizen Committee Schedule
- C. Governance and Ends Policies
 - a. Review March 26, 2024, Issues/Changes
 - b. Identify Additional Issues/Changes
 - c. Schedule for City Council Consideration of Public Review Draft
- D. Additional Considerations

Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Tuesday, May 7, 2024 8:43 AM
To: Coggins, Stephanie; Hartman, Floyd; Williams, Edward
Cc: Jacobs, Carol; Clark, Shauna
Subject: Re: Governance & Ends Policies Follow up

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. Thank you, Stephanie. Let's go with 8:30am tomorrow. I prefer Teams but would defer to the system preferred by the City.

From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Tuesday, May 7, 2024 6:19 AM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>; Williams, Edward <Edward.Williams@bakertilly.com>
Cc: Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: RE: Governance & Ends Policies Follow up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Al. I'll send a Zoom or Teams invitation for the meeting on Thursday to both of you. Do you have a preference on which platform?

It would be good to have a quick prep meeting. Today looks pretty full on our end, but tomorrow at 8:30am, 11:00am or 1:00pm could work. We are CST, and I anticipate it would only be 10-15 minutes.

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Tuesday, May 7, 2024 7:50 AM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>; Williams, Edward <Edward.Williams@bakertilly.com>
Cc: Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>; Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: Re: Governance & Ends Policies Follow up

You don't often get email from al.zelinka@bakertilly.com. [Learn why this is important](#)

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Good morning, Floyd and Stephanie. I left a message yesterday afternoon with Donna indicating Shauna Clark and I can remotely attend the 8:30am Amarillo City Council meeting on Thursday. Please email or call me at (714) 815-6403 to coordinate any background and insights for our role in the meeting so that we are prepared and meet expectations.; alternatively, we would be happy to participate in a remote prep meeting with you today or tomorrow -- please provide any times that you have available. Thank you, Al

From: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Sent: Monday, May 6, 2024 11:06 AM
To: Williams, Edward <Edward.Williams@bakertilly.com>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>; Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Subject: RE: Governance & Ends Policies Follow up

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Good Edward, I left you a phone message. I wanted to discuss the possibility of getting someone to join us this Thursday at 8:30 a.m. via teams to help facilitate the Council meeting to discuss the Charter. The Council will be bringing their topics to this meeting.

Floyd Hartman
Interim City Manager
City of Amarillo
601 S. Buchanan
Amarillo, TX 79105
806-378-9086
floyd.hartman@amarillo.gov

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Tuesday, April 23, 2024 4:23 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>
Subject: Governance & Ends Policies Follow up

You don't often get email from edward.williams@bakertilly.com. [Learn why this is important](#)

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Mr. Hartman,

I pray you are having a great day. The purpose of this note is twofold. First, I want to introduce you to members of our team who are prepared to provide you with a proposal for your Governance & Ends Policies, and related consulting services you may find of interest. Carol, and Al are accomplished public sector executives who welcome the opportunity to work with you, and the Amarillo City Council. Secondly, I want to circle back to ensure that Carol and Al have the most detailed information about your current or projected need.

[Carol Jacobs,](#)

[Al Zelinka,](#)

Please let us know if you have questions or need anything from us at this point. For example, do you have an RFP or details of your desired services? Would you like to schedule a brief Teams meeting to discuss the above?

We are looking forward to working with you and your team.

Best wishes,

Edward

Edward G Williams
Director



Baker Tilly US, LLP
T: +1 (214) 842 6478 | M: +1 (214) 608 6363
17 Cowboys Way, Suite 800, Frisco, TX, 75034
edward.williams@bakertilly.com | bakertilly.com



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Coggins, Stephanie

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Sent: Tuesday, May 7, 2024 7:50 AM
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Cc: Jacobs, Carol; Coggins, Stephanie; Clark, Shauna
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Interim City Manager
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601 S. Buchanan
Amarillo, TX 79105
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floyd.hartman@amarillo.gov

From: Williams, Edward <Edward.Williams@bakertilly.com>
Sent: Tuesday, April 23, 2024 4:23 PM
To: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>; Jacobs, Carol <Carol.Jacobs@bakertilly.com>
Subject: Governance & Ends Policies Follow up

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[Carol Jacobs](#),

[Al Zelinka](#),

Please let us know if you have questions or need anything from us at this point. For example, do you have an RFP or details of your desired services? Would you like to schedule a brief Teams meeting to discuss the above?

We are looking forward to working with you and your team.

Best wishes,

Edward

Edward G Williams
Director



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Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 9:55 AM
To: Coggins, Stephanie; Clark, Shauna
Cc: Hartman, Floyd
Subject: RE: Governance and Ends Policies - Draft Document & Plan for Thursday

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Thanks, Stephanie. My cell is 714-815-6403.

Al Zelinka, FAICP, CMSM
Director



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18500 Von Karman Avenue, 10th Floor, Irvine, California, 92612 USA
al.zelinka@bakertilly.com | bakertilly.com

[Schedule a meeting](#)



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From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Wednesday, May 8, 2024 6:56 AM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Clark, Shauna <Shauna.Clark@bakertilly.com>
Cc: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Subject: RE: Governance and Ends Policies - Draft Document & Plan for Thursday

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Here is my cell phone. Feel free to call or text on it if you need something urgent. 806-282-1584

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Coggins, Stephanie
Sent: Wednesday, May 8, 2024 8:51 AM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Clark, Shauna <Shauna.Clark@bakertilly.com>

Cc: Hartman, Floyd <Floyd.Hartman@amarillo.gov>

Subject: RE: Governance and Ends Policies - Draft Document & Plan for Thursday

Here is a link to the work session where they last discussed Governance and Ends Policies.

[Mar 26, 2024 City Council Special Meeting - Amarillo, TX \(swagit.com\)](#)

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Coggins, Stephanie

Sent: Wednesday, May 8, 2024 8:42 AM

To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Clark, Shauna <Shauna.Clark@bakertilly.com>

Cc: Hartman, Floyd <Floyd.Hartman@amarillo.gov>

Subject: FW: Governance and Ends Policies - Draft Document & Plan for Thursday

Importance: High

Here is the red-lined version of the G&E Policy document.

Sincerely,

Stephanie Coggins, TRMC
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To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Clark, Shauna <Shauna.Clark@bakertilly.com>
Cc: Hartman, Floyd <Floyd.Hartman@amarillo.gov>
Subject: FW: Governance and Ends Policies - Draft Document & Plan for Thursday
Importance: High

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City Secretary
City of Amarillo
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Stephanie Coggins, TRMC
City Secretary
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(806) 378-3014

Coggins, Stephanie

From: Coggins, Stephanie
Sent: Wednesday, May 8, 2024 9:41 PM
To: Clark, Shauna
Cc: Zelinka, Al; Hartman, Floyd
Subject: Re: Length of terms of offices for US cities

Including Floyd for his feedback, but I think this is very helpful information and should be shared.

Sincerely,

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

From: Clark, Shauna <Shauna.Clark@bakertilly.com>
Sent: Wednesday, May 8, 2024 3:21 PM
To: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Cc: Zelinka, Al <Al.Zelinka@bakertilly.com>
Subject: Length of terms of offices for US cities

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Stephanie:

You mentioned the three-year terms, so I am sending this along. Maybe it will be helpful. BTW, if you want us to present this, let us know.

Table 1. ICMA Information on Length of Mayor's term of office

Term of Office for Mayor	Survey Responses – Percent of cities with each term length
One Year	14%
Two Year	35%
Three Year	6%
Four Year	45%
Other	<1%

Based on the ICMA article, as of 2008, less than 1% of survey respondents said their cities had a term limit for mayor that exceeded four years.

**Shauna Clark | Public Sector Advisory
Consultant**



Baker Tilly US, LLP

T: +1 (310) 826 4474 | M: +1 (626) 429 1990

11150 Santa Monica Blvd. St. 600 Los Angeles CA 90025

shauna.clark@bakertilly.com | bakertilly.com

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Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 3:16 PM
To: Hartman, Floyd; Coggins, Stephanie
Subject: Resume
Attachments: Al Zelinka BT.pdf

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Good afternoon Floyd and Stephanie –

As a follow-up to our call this morning and the 10-point email sent as a follow-up, attached please find my resume. I believe Shauna has also sent her resume to you directly.

Al Zelinka, FAICP, CMSM
Director



Baker Tilly US, LLP
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DIRECTOR

Al Zelinka, FAICP, CMSM

Al Zelinka is a director with Baker Tilly's public sector advisory practice.



Baker Tilly US, LLP

18500 Von Karman Ave
10th Floor
Irvine, CA 92612
United States

T: +1 (714) 815 6403
al.zelinka@bakertilly.com

bakertilly.com

Education

Master in regional planning
Cornell University
(Ithaca, New York)

Bachelor of Science in
public planning
Northern Arizona University

Al has served local governments, public agencies, business improvement districts, and downtown and neighborhood associations throughout California and the U.S. in consulting and public staff capacities, including as vice president of a nationally recognized engineering firm and principal of a national urban design and planning practice, as well as community development director and/or city manager for three cities.

His 30-year career is focused on advancing his original career objective: to "make a difference" in communities. Al's work experience on hundreds of projects and programs in 30 states (plus the District of Columbia) spans a diverse array of sustainability initiatives, strategic planning, municipal operational work plans, community development process improvements, economic development strategies, downtown and neighborhood revitalization, food systems planning, open space/parks/trails planning, and local and regional plans and zoning. Additionally, he has supported local governments in addressing customer service excellence, financial health and budgeting, homelessness solutions, community engagement, and has led management and organizational reviews, team building and organizational goal setting, department performance assessments, performance measurement systems, and municipal revenue generation strategy.

Al is a fellow of the American Institute of Certified Planners, a certified main street manager and is certified in both community economic development and crime prevention through environmental design. He is the co-author of two books, *SafeScape* and *Placemaking on a Budget*.

Specific experience

- Developed financial health indicators systems for strategic decision-making and public awareness, led financial planning for financial solvency and structural fiscal stability, oversaw grant writing program development and guided strategic budgeting to achieve organizational priorities
- Organized sustainability, environmental, social and governance (ESG), and resiliency including: environmental strategies ranging from green building programs and public education and information campaigns to procurement/purchasing policies, partnership-based food systems advancement, green fleet development, food and green waste to energy initiatives; social responsibility implementation programs, Municipal Equality Index score improvement strategies, civil rights landmarks and trails planning, workforce training, public art, etc.; and, advanced governance and implementation to include strategic plans, organizational structures, operational master plans and procurement systems built upon a triple bottom line sustainability framework

DIRECTOR

Al Zelinka, FAICP, CMSM

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Specific experience, (cont.)

- Facilitated economic development strategies and implementation plans for cities and business districts, tapping local assets and strengths to achieve greater prosperity (for example, local food system development, cultural heritage tourism, industry and business attraction focused on addressing climate change, etc.)
- Conducted hundreds of community engagement activities and processes to achieve authentic outputs guiding community change and addressing issues, challenges, assets, and aspirations. Developed public participation policy and toolkits, as well as training programs, for local governments and agencies to build capacity for civic participation
- Coordinated multiple town and gown (i.e. city/town and university/college) strategies for economic development (e.g., incubators, industry attraction, local food system, etc.), transportation, arts and culture, infrastructure, housing development, public engagement and neighborhood stability
- Led community development process improvement programs (for both in-person and online systems) to result in efficient and effective planning, zoning, building, and other municipal functions and to facilitate community investment and enhance customer experience
- Innovated organizational service excellence programs that included training, process improvement, performance measurement and reporting systems, departmental reorganization, public information, audits and in-person and online real time satisfaction surveys
- Conducted strategic planning programs, and related implementation action plans and operational work plans, to prioritize areas of focus and measure progress for governing bodies, staff and the public. Included team building, leadership goal setting, organizational committee-based change programs, executive and group coaching, charter amendments, governance rules, language translation and other variations
- Led downtown and Main Street placemaking, revitalization and development programs utilizing community-based approaches and entailing promotion, economic restructuring, design and organization strategies that result in transformative, positive change
- Prepared organizational assessments and development plans for alignment with key strategies and improving the functionality of operations for the benefit of efficiency and effectiveness for decision-makers, employees and customers
- Provided training and education on subjects including public participation, city management, downtown development, neighborhood revitalization, crime prevention through environmental design, placemaking and urban design, leadership, economic development and numerous other topics

Community involvement

- Orange Home Grown Farmer's Market and Education Farm
- Santiago Creek Greenway Alliance
- Hilbert Museum of California Art at Chapman University
- California Planning Roundtable
- American Planning Association
- National Main Street Center
- National Trust for Historic Preservation

DIRECTOR

Al Zelinka, FAICP, CMSM

Page 3

Community involvement, (cont.)

- Northern Arizona University, Advisory Board for College of Social and Behavioral Sciences
- Neighborhood Watch Program
- Big Brothers/Big Sisters of America
- Resource Apprenticeship Program for Students in Northern Alaska, volunteer in Service to America (VISTA)

Awards and recognition

- Hall of Fame Leadership in Public Service Award, issued by Northern Arizona University College of Social and Behavioral Sciences, Oct 2021
- NAACP Freedom Fund Award Winner for Government & Community Relations, issued by NAACP Riverside Branch, May 2019

Coggins, Stephanie

From: Clark, Shauna <Shauna.Clark@bakertilly.com>
Sent: Tuesday, May 21, 2024 9:04 AM
To: Hartman, Floyd; Coggins, Stephanie; Zelinka, Al; Locey, Mary
Subject: Review City Attorney section added to the report

You don't often get email from shauna.clark@bakertilly.com. [Learn why this is important](#)

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.
Please review and edit the **City Attorney** discussion I am adding to the report.

City Attorney

Should the City Attorney report to the Mayor and Council or the City Manager.

Whereas the City Manager takes direction from and represents the interests of the Council as a whole; the City Attorney represents the interests of the City as a whole. The City Attorney and the City Council may discuss confidential matters. Because the City Attorney's client is the City — with the City Council having ultimate authority to act on the City's behalf — it follows that the City Council holds the privilege. As the holder of the privilege, the City Council may decide to waive the privilege and disclose the City Attorney's communications to the general public. However, the City Manager would not be entitled to do so unless carrying out a Council directive.

On major policy issues subject to Council approval, both the City Manager and City Attorney take direction from a majority of Council members. Contrary direction from staff, an individual council member, or less than a majority cannot be followed. That said, with councils often being split on major policy issues, the City Attorney, like the City Manager, must take special care to provide the same, balanced advice to "all sides" without going through an intermediary.

There are occasions when City business is subject to the authority and oversight of the City Manager therefore, just as the City Attorney must provide balanced advice to the Council, he or she must also have direct relationship with the executive head of the City. Part of this relationship may involve helping define where proper authority resides between the City Council and the City Manager and staff. In all cases, it is best practice for the City Attorney to provide advice "up the chain" to the ultimate decision-maker with respect to each matter. For that reason, whether the City Attorney reports to the Council or to the City Manager, he or she must maintain an excellent professional relationship with both. Some cities address this on their organizational chart by showing a straight line from the Council to the City Attorney, and a dotted line from the City Manager to the City Attorney.

Here are some additional advantages and disadvantages of having the City Attorney report to the Council

Table 9 Advantages and Disadvantages of having the City Attorney report to the City Council

Reporting Relationship of the City Attorney	
Advantages	Disadvantages
Ultimately, the City Council, representing the City, is the client. Therefore, it makes sense for the City Attorney to report to those who speak for the client	With two-year terms for the City Council and the possibility of a wholesale turnover, it is better to have the City Attorney report to the City Manager who likely would have a longer tenure than Council members.

Reporting Relationship of the City Attorney

Some cities set up a mechanism allowing staff to inquire with the City Attorney in the event of a problem like discrimination or harassment from a City Manager of staff.

City Managers who have had experience in other cities or who have been with Amarillo for a long time, might be the better option for supervising the City Attorney because they would have greater knowledge about City operations

Usually, the relationship between the City Attorney and the Council is established by a fixed term contract approved by the Council. The fixed term contract should overlap election dates to give the City Attorney some job security

A City Attorney who reports to the City Manager may have more job security, especially given a council with two-year terms

**Shauna Clark | Public Sector Advisory
Consultant**



Baker Tilly US, LLP

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Coggins, Stephanie

From: Clark, Shauna <Shauna.Clark@bakertilly.com>
Sent: Wednesday, May 8, 2024 11:02 AM
To: Coggins, Stephanie; Hartman, Floyd
Subject: Shauna Clark Resume
Attachments: Clark Shauna resume 2024.docx

You don't often get email from shauna.clark@bakertilly.com. [Learn why this is important](#)

Attention: This email was sent from someone outside of City of Amarillo. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails.

Dear Floyd and Stephanie:

My resume is attached. You will notice that I worked for the Los Angeles Host Committee to host the Democratic National Convention in 2000, which might cause some concern in Amarillo.

I did not work for the Democratic party. In fact, I was a Republican and worked for a committee, just like a host committee for the Olympics.

**Shauna Clark | Public Sector Advisory
Consultant**



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11150 Santa Monica Blvd. St. 600 Los Angeles CA 90025
shauna.clark@bakertilly.com | [bakertilly.com](https://www.bakertilly.com)

From: Coggins, Stephanie <Stephanie.Coggins@amarillo.gov>
Sent: Wednesday, May 8, 2024 6:24 AM
To: Zelinka, Al <Al.Zelinka@bakertilly.com>; Hartman, Floyd <Floyd.Hartman@amarillo.gov>; Clark, Shauna <Shauna.Clark@bakertilly.com>
Subject: RE: Amarillo City Council Work Session Prep Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Al and Shauna,

To aid in the transition of the Charter review facilitation to you, I've attached several files I think will be helpful to let you see what we've done thus far. Also below are links to where Council discussed this item twice in their recent meetings. Look forward to talking more with you shortly.

4/9/24: <https://amarillotx.new.swagit.com/videos/302121?ts=5036>

4/23/24: <https://amarillotx.new.swagit.com/videos/303539?ts=3737>

Thanks!

Stephanie Coggins, TRMC
City Secretary
City of Amarillo
(806) 378-3014

-----Original Appointment-----

From: Coggins, Stephanie

Sent: Tuesday, May 7, 2024 9:01 AM

To: Coggins, Stephanie; Zelinka, Al; Hartman, Floyd; Clark, Shauna

Subject: Amarillo City Council Work Session Prep Meeting

When: Wednesday, May 8, 2024 8:30 AM-9:00 AM (UTC-06:00) Central Time (US & Canada).

Where: Microsoft Teams Meeting

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 299 683 233 957

Passcode: aLySds

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

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SHAUNA CLARK

696 E. California Boulevard

Pasadena, CA 91106

(626) 429-1990 shaunaclark1@gmail.com

shauna.clark@bakertilly.com

PRIVATE AND PUBLIC SECTOR EXPERIENCE

Special Advisor at Baker Tilly US www.bakertilly.com. **2016 to present.** The Public Sector Advisory Group is engaged by cities, counties, and special districts to perform organizational analyses, introduce best practices, and process improvement. Completed projects in more than 15 cities. **Currently: Special Advisor to the City of Pasadena Charter Study Task Force**

Fiscal Analysis – Mining Industry

Perform fiscal and economic impact analysis. In 2002, completed a fiscal impact study for Equinox Gold <https://equinoxgold.com/> on Phase 2 of Castle Mountain Mine in the Mojave Desert. Other clients: Molycorp, Mitsubishi mining.

California State University, Northridge CSUN - 2004 to present.

Teach graduate courses in the MPA program: Organizational Development, Economic Development, Budgeting and Finance, and HR Management.

City Manager/City of La Habra Heights -November 2007 to July 2016.

Managed day-to-day operations of low-density city that had a volunteer fire department and faced complications with hillside development in a very high fire hazard zone. Improved City's financial standing and reporting. Revised entitlement process. Introduced new technology.

CONSULTING HISTORY – 1997 to 2007

City of Los Angeles Elected Charter Reform Commission:

July 1997 to March 1999. **Policy Consultant to Elected Charter Reform Commission.** Served on Task Forces and Committees and provided financial analysis, research, reports, recommendations, and proposed Charter language. Policy areas included: form of government, financial and economic development processes, land use planning and election.

Los Angeles Millennium Celebration

Project Manager/Producer: Los Angeles Millennium Celebration and Governor's Ball. Managed fundraising, talent contracts, logistics, and other aspects of Y2K citywide celebration.

LA Convention 2000 Host Committee

April to Dec 2000. **Managing Director of Operations, LA Convention 2000.** Worked for the Los Angeles Host Committee that included Richard Riordan, Magic Johnson, Eli Broad and others to host the 2000 Democratic National Convention.

City of Pasadena

May 2001 to June 2002. Consultant assigned to gain citizen and council approval in initial (pre-construction) phase of the \$110 million Pasadena City Hall Seismic Retrofit and Rehabilitation Project. Coordinated work of architects, engineers, and others assigned to project. Provided staff support for two citizens committees: Oversight and Finance. Achieved grant funding.

ECAP Inc. (Private economic consulting firm)

- Researched fiscal impact of the Clean Air Action Plan for the Ports of LA and Long Beach.
- Aided in the preparation of Annual Economic updates for cities in southern California.
- Analyzed economic and environmental impact of goods movement through Ports of Los Angeles and Long Beach.

California Portland Cement Company (CPCC)

Analyzed economic impact of CPCC operations in Inland Empire. Assisted in Five-Year Business Expansion Plan for Five Regions, California, Arizona, Washington, Oregon, and Idaho for parent company Taiheiyo of Japan. Analyzed economic impact of \$35 million import and distribution terminal at Port of Stockton.

County of San Bernardino -Feb. 2004 to Dec. 7, 2004:

Chief of Staff to interim County Supervisor. Managed day-to-day operations. Developed policies and plans including economic development strategy, programs, projects, and budgets.

The Tomás Rivera Policy Institute – University of Southern California:

Project Manager Administrator and policy advisor for 22-member California Endowment Agricultural Worker Health. Completed a study funded by Rockefeller Foundation on the financial wellbeing of Latino non-profit organizations within California. Conducted studies for State Senate and others on best practices of community policing within Southern California.

1990-1997. City Administrator/ City of San Bernardino

Managed a full-service city with a population of 190,000, 1100+ employees, 16 major departments and a budget exceeding \$100 million. Developed city's overall financial policies and economic strategies. Established and directed the missions, goals, and objectives of traditional city departments such as Police, Fire, Public Works, Water, Parks and Recreation, Planning and Building Services, Redevelopment, Refuse, Human Resources, Risk Management

EDUCATION

MBA (Finance) – CSUSB June 1983

BA Public Administration – CSUSB June 1980

Coggins, Stephanie

From: Zelinka, Al <Al.Zelinka@bakertilly.com>
Sent: Wednesday, May 8, 2024 3:26 PM
To: Hartman, Floyd; Coggins, Stephanie
Subject: Updated Flow of Agenda
Attachments: Amarillo City Council May 9 2024.docx

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Floyd and Stephanie – We added an Introduction to Baker Tilly item to the attached working draft so the Mayor can let the Council and public know that we will be working with the City over the next few months. - Al

Al Zelinka, FAICP, CMSM
Director



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Amarillo City Council
Work Session
May 9, 2024

Item 2. Discuss City Charter Review Process and Governance and Ends Policy

Working Draft – Flow of Agenda Item (Please edit)

- A. Introduction of Baker Tilly
 - a. Al Zelinka, Director
 - b. Shauna Clark, Project Manager and Subject Matter Expert
- B. City Charter Review Process
 - a. Committee Selection and Organization
 - i. Appoint Committee Members
 - ii. Identify Chair and Vice Chair
 - b. Discuss Scope of Work for Charter Review Citizen Committee
 - i. Identify Issues
 - 1. Article by Article, or
 - 2. Place by Place
 - c. Role of City Council Subcommittee
 - i. Members
 - 1. Tom Scherlen - Councilmember, Place 3
 - 2. Les Simpson - Councilmember, Place 4
 - d. Confirm Citizen Committee Schedule
- C. Governance and Ends Policies
 - a. Review March 26, 2024, Issues/Changes
 - b. Identify Additional Issues/Changes
 - c. Schedule for City Council Consideration of Public Review Draft
- D. Additional Considerations

Coggins, Stephanie

From: Baker Tilly Public Sector Advisors <executive.recruitment.bakertilly.com@q5i.e2ma.net>
Sent: Thursday, May 16, 2024 12:22 PM
To: Hartman, Floyd
Subject: The City of Macon, MO is seeking a City Administrator

You don't often get email from executive.recruitment.bakertilly.com@q5i.e2ma.net. [Learn why this is important](#)

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Floyd,

The City of Macon, Missouri is seeking a City Administrator. Our firm has been retained to assist the City with this recruitment. A brief description, along with the qualifications, are listed below for your review. We ask that you pass this along to anyone you know who would be qualified or interested in this position.

Macon, Missouri (est. pop. 5,500) is centrally located approximately 150 miles northeast of Kansas City and northwest of St. Louis. Nestled amidst captivating woods, choice farmland, and spectacular lakes, Macon is a quiet but active and progressive city built on traditional family values. Macon offers abundant recreational opportunities, including an extensive park system, sports facilities, and cultural events throughout the year.

Reporting to the Mayor and City Council, the City Administrator is responsible for the administration of all affairs of the municipality, recommending measures that are expedient and necessary to the Council, and the preparation, presentation, and management of the city's annual budget, which is just over \$4M in FY2024. The City Administrator will need to be adept at engaging with elected

officials, staff, and citizens with diverse needs and expectations, and committed to community involvement, ensuring accessibility, respect, and responsiveness to citizens and elected officials while maintaining a healthy work-life balance.

[CLICK HERE TO VIEW THE RECRUITMENT BROCHURE](#)

This position requires a High School diploma/GED, along with five to seven years of relevant, progressively responsible experience, including supervisory experience. An advanced degree from an accredited university or college with major coursework in business, accounting, finance, public, or municipal administration is preferred. Alternatively, an equivalent combination of education and experience in related fields, where public administration, public relations, and financial management are key elements, will be considered.

The starting salary for this position will be \$85,500 - \$105,500. The city offers a comprehensive benefits package to include health, vision, and dental insurance; basic life and accidental death insurance; long term disability insurance; paid holidays, sick leave, and vacation; personal leave; and participation in the LAGERS Retirement Plan. Residency is required. The city offers relocation expenses reimbursement up to \$5,000.

This position is open until filled; however, first review of resumes occurs on Monday, June 10, 2024. Qualified applicants are asked to apply at:

<https://www.governmentjobs.com/careers/bakertilly/jobs/4494121/city-administrator-macon-missouri>.

For more information, please email Art.Davis@bakertilly.com or call 816-868-7042

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2500 Dallas Parkway Suite 300
Plano, TX | 75093 US

This email was sent to floyd.hartman@amarillo.gov.
To continue receiving our emails, add us to your address book.

emma