

**AGENDA**

**FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JULY 9, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

---

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

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

**INVOCATION:** Russ Pennington, Trinity Fellowship

**PROCLAMATION:** "Reverend Vurn C. Martin"

1. City Council will discuss or receive reports on the following current matters or projects.
  - A. Review agenda items for regular meeting and attachments;
  - B. Mayor's Homelessness Summit on Thursday, July 18;
  - C. Reports and updates from City Councilmembers serving on outside boards:  
Beautification and Public Arts Advisory Board (07/08/19); and
  - D. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **CONSIDER APPROVAL – MINUTES:**

Approval of the City Council minutes for the meeting held on July 2, 2019.

B. **CONSIDER APPROVAL -- AMENDMENT NO. 6 TO KSA ENGINEERS, INC., PROFESSIONAL SERVICES CONTRACT FOR MONITORING WELL PLUGGING AND FINAL CLOSE-OUT OF THE TERMINAL DRAINAGE IMPROVEMENTS EAST END PROJECT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael W. Conner: Director of Aviation)

KSA Engineers, Inc. -- \$41,351.70

This amendment no. 6 completes all of the action required by Texas Commission on Environmental Quality (TCEQ) to close-out the East End Drainage project at the Rick Husband Amarillo International Airport (which, in part, involved removing old fuel tanks), including plugging the monitoring wells required by TCEQ and a final close-out report. TCEQ recently approved the Airport's request to close-out the project based on their evaluation of the monitoring well reports. TCEQ requires this final action to plug the wells and complete the project.

- C. **CONSIDER AWARD – PURCHASE OF SIX TRANSIT VEHICLES:**  
 (Contact: Marita Wellage-Reiley, Transit Director)  
 Gillig Corporation -- \$2,680,206.00  
 This item awards to Gillig Corporation the purchase of six 35-foot heavy duty, low floor, low sulfur diesel transit vehicles.
- D. **CONSIDER – APPROVAL OF MEMORANDUMS OF UNDERSTANDING WITH DEPUTY HEALTH AUTHORTIES:**  
 (Contact: Casie Stoughton, Public Health Director)  
 In accordance with State law, Dr. Scott Milton, Health Authority, has selected Dr. Shari Medford, Dr. Ako Bradford, Dr. Steve Urban, and Dr. Susan Meikle to serve as Deputy Health Authorities for the Bi-City-County Public Health District.
- E. **CONSIDER APPROVAL -- SALE OF CITY OWNED PROPERTY – TO CPL-BLL HOLDINGS, LLC, 43,200 SQUARE FEET OF LAND LOCATED AT THE SOUTHEAST CORNER OF SOUTHEAST 34 AVENUE AND OSAGE STREET:**  
 (Contact: Andrew Freeman, Director of Planning and Development Services)  
 This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 43,200 square feet of land located at the southeast corner of Southeast 34 Avenue and Osage Street. The sales price for this property is \$12/square foot or \$518,400 minus closing costs.
- F. **CONSIDER AWARD -- LEICA 3-D SCANNER:**  
 (Contact: Chief Ed Drain, Amarillo Police Department)  
 Collision Forensic Solutions -- \$147,080.25  
 This purchase is for a 3-D scanner to enhance the Police Department's traffic crash investigation and crime scene processing.

3. **NON-CONSENT ITEMS:**

- A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7795:**  
 (Contact: Cris Valverde, Assistant Director of Planning and Development Services)  
 This item conducts a public hearing to consider an ordinance rezoning a 13.21, a 2.55, and a 46.94 acre tract of unplatted land in Section 24, Block 9, B. S. & F. Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Office District 1, General Retail District, and Residential District 3, respectively. (Vicinity: RM 1061 and Ravenwood Drive).
- B. **PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION AUTHORIZING AMARILLO CITY TRANSIT (ACT) TO SUBMIT A BUILD GRANT APPLICATION TO THE U.S DEPARTMENT OF TRANSPORTATION (USDOT):**  
 (Contact: Marita Wellage-Reiley, Transit Director)  
 This item conducts a public hearing and is in consideration of a resolution that would authorize the City Manager to submit grant applications to the USDOT in the amount of \$9,754,120 to design and construct a new Multimodal Bus Terminal for Amarillo City Transit and other regional service providers including Greyhound.
- C. **CONSIDER APPROVAL – RESOLUTION FOR THE 2019 EMERGENCY SOLUTIONS GRANT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA):**  
 (Contact: Juliana Kitten, Community Development Administrator)  
 The Amarillo Continuum of Care is eligible to receive an Emergency Solutions Grant award up to \$154,050 for 2019 grant year to provide street outreach and rapid re-housing to persons experiencing homelessness.

D. **EXECUTIVE SESSION:**

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

- 1) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:
  - (a) Discuss property located in the SW quadrant of the Central Business District.

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

Posted this 5th day of July 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:  
<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>  
*Archived meetings are also available.*



STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 2nd day of July 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON  
ELAINE HAYS  
FREDA POWELL  
HOWARD SMITH

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

Absent was Councilmember Eddy Sauer. Also in attendance were the following administrative officials:

JARED MILLER  
MICHELLE BONNER  
BRYAN MCWILLIAMS  
STEPHANIE COGGINS  
FRANCES HIBBS

CITY MANAGER  
DEPUTY CITY MANAGER  
CITY ATTORNEY  
ASSISTANT TO THE CITY MANAGER  
CITY SECRETARY

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

**PUBLIC COMMENT**

Jerri Glover, 5707 Berget Drive, thanked Council for reviewing the proposed Charles Warford Center policy and fee increases. Allen Finegold, 2601 North Grand Street #158, spoke on the City's property at Amarillo Boulevard. He also spoke on the City's condemnation procedures and costs recovered. He inquired about a standard procedure for the City to obtain property. He further inquired about a list of properties owned by the City. There were no further comments.

ATTEST:

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

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

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 2nd day of July 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON  
ELAINE HAYS  
FREDA POWELL  
HOWARD SMITH

MAYOR  
COUNCILMEMBER NO. 1  
MAYOR PRO TEM/COUNCILMEMBER NO. 2  
COUNCILMEMBER NO. 4

Absent was Councilmember Eddy Sauer. Also in attendance were the following administrative officials:

JARED MILLER  
MICHELLE BONNER  
BRYAN MCWILLIAMS  
STEPHANIE COGGINS  
FRANCES HIBBS

CITY MANAGER  
DEPUTY CITY MANAGER  
CITY ATTORNEY  
ASSISTANT TO THE CITY MANAGER  
CITY SECRETARY

The invocation was given by Beverly Williams. Kristin Lloyd sang the "National Anthem." Mayor Pro Tem Powell led the Pledge of Allegiance.

Proclamations were presented for "Watch Your Car Month."

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Website Update; and
- C. Consider future Agenda items and request reports from City Manager.

Mr. Miller introduced Dr. Kathryn Wrubel, the new Animal Management & Welfare Director.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to the consent agenda as presented, seconded by Councilmember Smith.

- A. MINUTES:  
Approval of the City Council minutes for the meeting held on June 25, 2019.
- B. CONSIDERATION OF ORDINANCE NO. 7794:  
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)  
This is the second and final reading and public hearing of an ordinance rezoning of a 30.47 acre tract of unplatted land in Section 65, Block 9, BS&F Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Heritage Hills Parkway and Crestline Drive.)
- C. CONSIDER APPROVAL – ADDENDUM NO. 5 (FIVE) TO PROFESSIONAL SERVICES AGREEMENT FOR HILLSIDE TERRACE ESTATES 30” SEWER REPLACEMENT:  
(Contact: Floyd Hartman, Assistant City Manager)  
CH2M Hill Engineers, Inc. -- \$48,840.00  
Original Contract: \$674,400.00

Previous Addenda: \$298,770.00

Current Addendum No. 5: \$48,840.00

Revised Contract Total: \$1,022,010.00

This item is to consider approval of Addendum No. 5 to the Professional Service Agreement with CH2M Hill Engineers, Inc. to allow for additional engineering services and construction phase services as outlined in the addendum.

**D. CONSIDER APPROVAL – ADDENDUM NO. 2 (TWO) TO PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION SERVICES MANAGEMENT FOR HILLSIDE TERRACE ESTATES 30” SEWER REPLACEMENT:**

(Contact: Floyd Hartman, Assistant City Manager)

KSA Engineers, Inc. -- \$11,000.00

Original Contract: \$477,500.00

Previous Addenda: \$169,500.00

Current Addendum: \$11,000.00

Revised Contract Total: \$658,000.00

This item is to consider approval of Addendum No. 2 to the Professional Services Agreement with KSA Engineers, Inc. to increase scope of work and allow for additional construction services management consisting of inspections, project reports and oversight of the contract and contractor.

**E. CONSIDER AWARD – LAND LEASE FOR AGRICULTURAL USE IN RANDALL COUNTY:**

(Contact: Matthew Thomas, City Engineer)

Awarded to 2 Kings Farm & Ranch – \$73,125.00

This item is to consider award of a land lease. The land lease is for agricultural use of portions of Sections 113, 116, 117 and 145, Block 2 A.B.&M. Survey, Randall County Texas. It is a 585.679 acre tract. The agreement is for five (5) years to be paid annually at \$14,625/year for a total of \$73,125.00.

**F. CONSIDER AWARD – HEALTH CARE CONSULTANTS:**

(Contact: Hector Mendoza, Health Plan Administrator)

HUB International -- \$57,000.00 annually

The Human Resources Employee Benefits Division released an RFP for benefit consultation services. They will provide the City guidance on legislative compliance and industry trends that may affect the City's coverages.

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

**NON-CONSENT ITEMS**

**ITEM 3A:** Mr. McWilliams advised at 1:40 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street. (b) Discuss property located in the NE quadrant of the Central Business District. 2) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street. (b) Discuss property located in the NE quadrant of the Central Business District.

Mr. McWilliams announced that the Executive Session was adjourned at 2:43 p.m. and recessed the Regular Meeting.

ATTEST:

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

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



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

**Agenda Caption**

**CONSIDER - AMENDMENT #6 TO KSA ENGINEERS, INC., PROFESSIONAL SERVICES CONTRACT FOR MONITORING WELL PLUGGING AND FINAL CLOSE-OUT OF THE TERMINAL DRAINAGE IMPROVEMENTS EAST END PROJECT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.**

**Agenda Item Summary**

This amendment #6 completes all of the action required by TCEQ to close-out the East End Drainage project at the Rick Husband Amarillo International Airport (which, in part, involved removing old fuel tanks), including plugging the monitoring wells required by TCEQ and a final close-out report. TCEQ recently approved the Airport's request to close-out the project based on their evaluation of the monitoring well reports. TCEQ requires this final action to plug the wells and complete the project.

**Requested Action**

The Airport staff requests the City Council approve the Amendment #6 to the KSA Engineers, Inc., professional services contract in the amount of \$41,351.70.

**Funding Summary**

Funding for this work will be from project 540115 Terminal Drainage Improvements – East End. This project was first budgeted in FY 12/13. FAA Grant 38 will supply 90% funding. This amendment #6 is for a total additional amount of \$41,351.70. The Airport/City will be responsible for only \$4,135.17 of this amount.

**Community Engagement Summary**

Level 1 – Modest to no impact.

**Staff Recommendation**

Airport staff recommends approval of this final close-out amendment.

**Amendment To Work Order No. 15**

---

1. Background Data:

- a. Effective Date of Work Order Agreement: August 27, 2014
- b. Owner: City of Amarillo
- c. Engineer: KSA Engineers, Inc.
- d. Specific Project: Risk-Based Site Assessment for LPST

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
  - 1. Conduct Well Plugging and Abandonment of the monitoring wells at the affected site. (see Attachment A, pg. 1)
  - 2. Provide Final Closure Report with P&A Documents to TCEQ; State P&A Reports. (See Attachment A, pg. 1)
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Work Order and previous amendments, if any, is modified as follows: N/A
- c. The responsibilities of Owner with respect to the Work Order are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

	<b>Totals</b>
1. Well Plugging and Abandonment	\$ 39,074.70
2. Final Closure; P & A Documents & Reporting	\$ 2,277.00
Total not to exceed	<u>\$ 41,351.70</u>

- e. The schedule for rendering services under this Work Order is modified as follows: N/A
- f. Other portions of the Work Order (including previous amendments, if any) are modified as follows: N/A

3. Work Order Summary (Reference only)

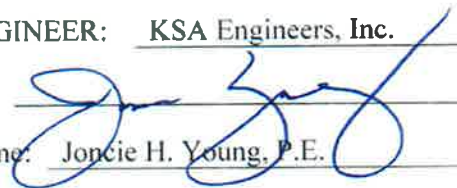
a. Original Work Order amount:	\$ 74,929.00
b. Net change for prior amendments:	\$ 213,655.18
c. This amendment amount:	\$ <u>41,351.70</u>
d. Adjusted Work Order amount:	\$ <u>329,935.88</u>



The foregoing Work Order Summary is for reference only and does not alter the terms of the Work Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Work Order as set forth in this Amendment. All provisions of the Agreement and Work Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: City of Amarillo  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

ENGINEER: KSA Engineers, Inc.  
By:   
Name: Joncie H. Young, P.E.  
Title: Director  
Date Signed: 6/10/19



# Cost Estimate

Amarillo Airport P&A

Talon/LPE, LTD | 921 N. Bivins | Amarillo, TX 79107

O:806.467.0607 | F: 806.467.0622 | beberhard@talonlpe.com

**CUSTOMER**

**CLIENT**

KSA Engineers

**DATE**

5/21/2019

**ADDRESS**

**PHONE**

**E-MAIL**

**PROJECT MANAGER**

Brent Eberhard

**PROJECT**

**PREPARED BY:**

Brent Eberhard

**ATTENTION**

**PROJECT NUMBER**

TBD

DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
<b>Mobilization &amp; Travel</b>				
Mobilization-includes mileage	1	each	\$150.00	\$300.00
<b>Well Plugging and Abandonment</b>				
Abandon 2" Completed Well	723	foot	\$16.00	\$11,568.00
Abandon 4" Completed Well	995	foot	\$18.00	\$17,910.00
Removal and Disposal of Surface Completion	12	each	\$350.00	\$4,200.00
<b>Other Services</b>				
Project Management, Coordination, & Logistics	4	hour	\$95.00	\$380.00
Final Closure Report w/P&A Documents to TCEQ	1	each	\$1,000.00	\$1,000.00
State P&A Reports	12	each	\$50.00	\$600.00
<b>TOTAL</b>				<b>\$35,958.00</b>

**Notes:** Field work can typically be scheduled within 7-21 days of authorization to proceed; using truck-mounted equipment.

\*Approximate quantities based on information provided; actual quantities determined in field will be billed at quoted rates.

Taxes may apply to projects in New Mexico.

Signature

Date

Printed Name

The above signed hereby authorizes Talon/LPE, Ltd. to perform the above referenced services in accordance with the terms & conditions listed with this document and any other referenced schedule of fees as stated in the description of services and/or attached to this document. All attachments must be noted in the description of services section. Regulated by the Texas Department of Licensing and Regulation P.O. Box 12157, Austin Texas 78711, 1-800-803-9202



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Amarillo City Transit (ACT)		
<b>Contact</b>	Marita Wellage-Reiley, Transit Director		

### Agenda Caption

**CONSIDER AWARD – PURCHASE OF SIX TRANSIT VEHICLES**

Award to Gillig Corporation in the amount of \$2,680,206

This item awards to Gillig Corporation the purchase of six 35-foot heavy duty, low floor, low sulfur diesel transit vehicles.

### Agenda Item Summary

The Amarillo City Council has previous authorized Amarillo City Transit (ACT) to apply for and receive funding from the U.S. Department of Transportation for the purpose of purchasing new fixed route transit buses. ACT is purchasing vehicles through an interlocal agreement with Denton County Transit Authority. Amarillo City Council approved entering into a contract on April 9, 2019. This purchase is being made through a cooperative “piggyback” purchasing agreement to expedite the purchase and delivery of vehicles to ACT.

Gillig was the low bid and offered the best product to DCTA based upon two criteria: Product Design and Performance and Experience and Qualifications (including on time delivery on previous contracts). ACT obtained a final price quote on June 24, 2019 in the amount of \$446,701 per vehicle for a total purchase price of \$ 2,680,206. ACT completed the required federal procurement documents including a pre-purchase Buy America audit on June 26, 2019. ACT is now requesting that the Amarillo City Council consider awarding a contract to Gillig Corporation to build and deliver six transit buses according to specifications.

### Requested Action

Award to Gillig Corporation for purchase of six heavy duty transit buses in the amount of \$2,680,206.

### Funding Summary

Funding for the project is provided through Federal grant programs and previously approved local capital funding set aside since FY13/14.

Job#	Grant Name	Funds
411470	FTA FY-18 Capital (TX-2018-011-00)	\$ 376,132
411174	FTA FY-17 Capital (TX-2018-010-00)	\$ 339,989
411027	FTA 15/16 Capital (TX-201601400)	\$ 673,618
410975	FTA 14/15 Capital (TX-201601000)	\$ 1,108,612
410830	FTA 13/14 Capital (TX-90Y058)	\$ 181,855

# Amarillo City Council Agenda Transmittal Memo



---

## **Community Engagement Summary**

ACT has engaged the public as part of the Master Planning Process and continues to conduct outreach with each new initiative.

---

---

## **Staff Recommendation**

Staff recommends approval of the award authorizing the City Manager to purchase six heavy duty transit buses in the amount of \$2,680,206 from the Gillig Corporation.

---

To be awarded as one lot		Gillig Corporation
Line 1 Coach, Transit (Double Door) 35' diesel low floor, per specifications	6 ea	
Unit Price		387,989.0000
Extended Price		2,327,934.00
Line 2 Coach, Transit (Double Door) styling package - standard low floor, per specifications	6 ea	
Unit Price		0.0001
Extended Price		0.00
Line 3 Coach, Transit (Double Door) engine - Cummins L9 280 HP, per specifications	6 ea	
Unit Price		0.0001
Extended Price		0.00
Line 4 Power Transmission Equipment - electrical, mechanical, air & coolant filter (for non-hybrids) -	6 ea	
Unit Price		0.0001
Extended Price		0.00
Line 5 Fare Collection equipment and Supplies, engine fuel filter - STD/Fleetguard, per specifications	6 ea	
Unit Price		0.0001
Extended Price		0.00
Line 6 Surveillance Cameras and Counter Surveillance Equipment, starter - Deico MT-42, per specifications	6 ea	
Unit Price		0.0001
Extended Price		0.00
Line 7 Signage, Destination/Route air restriction indicator - Donaldson RBX002277, per specifications	6 ea	
Unit Price		0.0001
Extended Price		0.00

To be awarded as one lot Gillig Corporation

Line 8 Programming Services, computer, radiator - modine E-Fan system, per specifications 6 ea	0.0001	0.00
Unit Price		
Extended Price		
Line 9 Tools, Applience, E-Coat RAD/CAC, hyd oil collar - required, per specifications 6 ea	0.0001	0.00
Unit Price		
Extended Price		
Line 10 Seating and Upholstery, coolant hose clamps - Oetiker, per specifications 6 ea	0.0001	0.00
Unit Price		
Extended Price		
Line 11 Coach, Transit (Double Door), alternator - Niehoff C803, per specifications 6 ea	0.0001	0.00
Unit Price		
Extended Price		
Line 12 Coach, Transit (Double Door), transmission - Allison B400R, per specifications 6 ea	0.0001	0.00
Unit Price		
Extended Price		
Line 13 Coach, Transit (Double Door) fuelsense 2.0 Max - required, per specifications 6 ea	551.0000	3,306.00
Unit Price		
Extended Price		
Line 14 Coach, Transit (Double Door),brakes - drum, per specifications 6 ea	0.0001	0.00
Unit Price		
Extended Price		
Line 15 Coach, Transit (Double Door), axle hub seals - grease, per specifications 6 ea	0.0001	0.00
Unit Price		
Extended Price		

To be awarded as one lot Gillig Corporation

Line 16 Coach, Transit (Double Door),wheel mounting - hub piloted, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 17 Coach, Transit (Double Door),rear axle gear oil - SAE 80W90, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 18 Coach, Transit (Double Door),hubometer - Engler (Stemco), per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 19 Coach, Transit (Double Door), automatic traction control - required, per specifications 6 ea	Unit Price Extended Price	121.0000 726.00
Line 20 Coach, Transit (Double Door), sheets - Alcoa/Dura Bright, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 21 Coach, Transit (Double Door),tires (7) Michelin 12R22.5, XZE (G), per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 22 Coach, Transit (Double Door), Douglas standard steering - required, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 23 Coach, Transit (Double Door), rear hand throttle - required, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00

To be awarded as one lot Gillig Corporation

Line 24 Coach, Transit (Double Door), fuel fill, gravity fill-  
flip gap, per specifications

6 ea	Unit Price	0.0001	0.00
	Extended Price		

Line 25 Coach, Transit (Double Door), fuel gauge -  
required, per specifications

6 ea	Unit Price	0.0001	0.00
	Extended Price		

Line 26 Coach, Transit (Double Door), rear run box oil &  
temp gauges - electrical, per specifications

6 ea	Unit Price	(100.0000)	(600.00)
	Extended Price		

Line 27 Coach, Transit (Double Door), rear hand throttle  
- required, per specifications

6 ea	Unit Price	189.0000	1,134.00
	Extended Price		

Line 28 Coach, Transit (Double Door), air tow  
connectors - required, per specifications

6 ea	Unit Price	0.0001	0.00
	Extended Price		

Line 29 Coach, Transit (Double Door), air dryer, SKF HCT-  
2000, per specifications

6 ea	Unit Price	0.0001	0.00
	Extended Price		

Line 30 Coach, Transit (Double Door), engine skid  
protection, skid protection w/extended tow eyes 2" x

6 ea	Unit Price	0.0001	0.00
	Extended Price		

Line 31 Coach, Transit (Double Door), batteries, (4)  
DEKA group 31 top post, per specifications

6 ea	Unit Price	263.0000	1,578.00
	Extended Price		



To be awarded as one lot

Gillig Corporation

Line 32 Coach, Transit (Double Door), jump start connector, (1) Anderson 350, per specifications 6 ea	Unit Price Extended Price	158.0000 948.00
Line 33 Coach, Transit (Double Door), wheelchair ramp - lift u lu 18, per specifications 6 ea	Unit Price Extended Price	1,696.0000 10,176.00
Line 34 Coach, Transit (Double Door), hvac motors (Thermo King T14 - ebm brushless, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 35 Coach, Transit (Double Door), hvac compressor (Thermo King) x430, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 36 Coach, Transit (Double Door), refrigerant, R134A, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 37 Coach, Transit (Double Door), refrigerant pressure display - required, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 38 Coach, Transit (Double Door), fresh air make-up, included, not required, per specifications 6 ea	Unit Price Extended Price	(320.0000) (1,920.00)
Line 39 Coach, Transit (Double Door), drivers heater motors, MCC brushed, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00

To be awarded as one lot Gillig Corporation

Line 40 Coach, Transit (Double Door), front door step heater - required, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 41 Coach, Transit (Double Door), dash mounted drivers fan (1) required , per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 42 Coach, Transit (Double Door), front & rear door operation, air powered , per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 43 Coach, Transit (Double Door), exterior front door valve - required, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 44 Coach, Transit (Double Door), rear door, 34" swing open door, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 45 Coach, Transit (Double Door), rear door controls, full drivers control, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 46 Coach, Transit (Double Door), electrical equipment cabinet, 44" high, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 47 Coach, Transit (Double Door), 22" x 21". RH load, open back, clear aluminum finish, per 6 ea	Unit Price Extended Price	175.0000 1,050.00

To be awarded as one lot Gillig Corporation

Line 48 Coach, Transit (Double Door), raised rear seat platform - clear aluminum finish, per specifications 6 ea	Unit Price Extended Price	1,420.0000 8,520.00
Line 49 Coach, Transit (Double Door), vertical stanchions at front sheet wells, front curbside, per specifications 6 ea	Unit Price Extended Price	50.0000 300.00
Line 50 Coach, Transit (Double Door), drivers seat, USSC 9100 ALX, w/2-point shoulder belt, per 6 ea	Unit Price Extended Price	(120.0000) (720.00)
Line 51 Coach, Transit (Double Door), passenger signals, clear pull cords, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 52 Coach, Transit (Double Door), Gillig plexiglass driver's shield - required, per specifications 6 ea	Unit Price Extended Price	446.0000 2,676.00
Line 53 Coach, Transit (Double Door), drivers barrier, wraparound, w/schedule holders (3) BP75OCT, per 6 ea	Unit Price Extended Price	0.0001 0.00
Line 54 Coach, Transit (Double Door), front curb side wheel well package rack - required, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00
Line 55 Coach, Transit (Double Door), stanchions and grab rails, SSTL, per specifications 6 ea	Unit Price Extended Price	0.0001 0.00

To be awarded as one lot Gillig Corporation

Line 56 Coach, Transit (Double Door), nylon grab straps -  
(6), per specifications

6 ea	Unit Price	0.0001	Extended Price	0.00
------	------------	--------	----------------	------

Line 57 Coach, Transit (Double Door), passenger  
windows, bonded/upper transom, per specifications

6 ea	Unit Price	0.0001	Extended Price	0.00
------	------------	--------	----------------	------

Line 58 Coach, Transit (Double Door), window glazing  
guards - required (6 mil film), per specifications

6 ea	Unit Price	1.095.0000	Extended Price	6.570.00
------	------------	------------	----------------	----------

Line 59 Coach, Transit (Double Door), headlamps, (4)  
halogen, per specifications

6 ea	Unit Price	0.0001	Extended Price	0.00
------	------------	--------	----------------	------

Line 60 Coach, Transit (Double Door), stop/tail/turn  
lamp, led 4" round, per specifications

6 ea	Unit Price	0.0001	Extended Price	0.00
------	------------	--------	----------------	------

Line 61 Coach, Transit (Double Door), interior led  
lighting, pretoria, per specifications

6 ea	Unit Price	0.0001	Extended Price	0.00
------	------------	--------	----------------	------

Line 62 Coach, Transit (Double Door), 2-way radio.  
Prewire & antenna only, per specifications

6 ea	Unit Price	0.0001	Extended Price	0.00
------	------------	--------	----------------	------

Line 63 Coach, Transit (Double Door), boom  
microphone - required, per specifications

6 ea	Unit Price	0.0001	Extended Price	0.00
------	------------	--------	----------------	------

To be awarded as one lot

Gillig Corporation

Line 64 Coach, Transit (Double Door), destination signs,  
handover amer (front, side), per specifications

6 ea	Unit Price	(700.0000)	
	Extended Price		(4,200.00)

Line 65 Coach, Transit (Double Door), front run sign, not  
required, per specifications

6 ea	Unit Price	(525.0000)	
	Extended Price		(3,150.00)

Line 66 Coach, Transit (Double Door), farebox guard -  
required, per specifications

6 ea	Unit Price	0.0001	
	Extended Price		0.00

Line 67 Coach, Transit (Double Door), flooring material  
(RCA), per specifications

6 ea	Unit Price	0.0001	
	Extended Price		0.00

Line 68 Coach, Transit (Double Door), roof hatches, (2)  
front & rear, per specifications

6 ea	Unit Price	0.0001	
	Extended Price		0.00

Line 69 Coach, Transit (Double Door), streetside exterior  
mirror, per specifications

6 ea	Unit Price	25.0000	
	Extended Price		150.00

Line70 Coach, Transit (Double Door), curbside exterior  
mirror, per specifications

6 ea	Unit Price	25.0000	
	Extended Price		150.00

Line 71 Coach, Transit (Double Door), fire suppression  
system, per specifications

6 ea	Unit Price	0.0001	
	Extended Price		0.00



To be awarded as one lot Gillig Corporation

Line 80 Coach, Transit (Double Door), warranty - body & window frames leakage 6 years/unl miles, per

6 ea	Unit Price	0.0001	0.00
	Extended Price		

Line 81 Shipping, handling & misc fees, Amarillo TX delivery adj, per specifications

6 ea	Unit Price	(440.0000)	(2,640.00)
	Extended Price		

Line 82 Shipping, handling & misc fees, PPI 1413 adjustment, per specifications

6 ea	Unit Price	34,282.0000	205,692.00
	Extended Price		

Line 83 Shipping, handling & misc fees, Add OBIC 19/21 4PW 2L-Amarillo TX (new quote) per specifications

6 ea	Unit Price	293.0000	1,758.00
	Extended Price		

Line 84 Shipping, handling & misc fees, change passenger seats from Amseco insight to USSC citipro

6 ea	Unit Price	(1,412.0000)	(8,472.00)
	Extended Price		

Line 85 Shipping, handling & misc fees, change farebox from main model M4 to GF/Pacemaker (new quote),

6 ea	Unit Price	756.0000	4,536.00
	Extended Price		

Line 86 Shipping, handling & misc fees, add video surveillance rel per specifications

6 ea	Unit Price	6,223.0000	37,338.00
	Extended Price		

Line 87 Shipping, handling & misc fees, Add Hanover destination signs & HTC AVA system (new quote) per

6 ea	Unit Price	7,257.0000	43,542.00
	Extended Price		

To be awarded as one lot Gillig Corporation

Line 88 Shipping, handling & misc fees, Add Hanover programming software (new quote - one time charge)

6 ea	Unit Price	833.0000	4,998.00
	Extended Price		

Line 89 Shipping, handling & misc fees, spare/tooling budget, per specifications

6 ea	Unit Price	4,423.0000	26,538.00
	Extended Price		

Bid Total 2,680,206.00







# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Public Safety
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

**Agenda Caption**  
 Consider: Confirmation of Deputy Health Authorities through MOUs with the City of Amarillo.

**Agenda Item Summary**  
 In accordance with State law, Health Authority Dr. Scott Milton has selected Dr. Shari Medford, Dr. Ako Bradford, Dr. Steve Urban, and Dr. Susan Meikle to be Deputy Health Authorities for the Bi-City-County Public Health District.

**Requested Action**  
 Make a motion to confirm Dr. Shari Medford, Dr. Ako Bradford, Dr. Steve Urban, and Dr. Susan Meikle as Deputy Health Authorities for the Bi-City-County Public Health District through MOUs with the City of Amarillo.

**Funding Summary**  
 Funding for Deputy Health services comes from public health grant funding.

**Community Engagement Summary**  
 Dr. Shari Medford has served as Deputy Health Authority since 2006, Dr. Bradford since 2009, Dr. Urban since 2016, and Dr. Meikle is new to service. New MOUs must be signed under the new Health Authority, Dr. Milton.

**Staff Recommendation**  
 Approve.

6/4/2019-mwn

**DELEGATION OF AUTHORITY AND  
MEMORANDUM OF UNDERSTANDING**

This agreement is by and between Scott Milton, MD, as Director and Health Authority for the Amarillo Bi-City-County Public Health District (hereinafter, "District"), and AKO D. BRADFORD, MD, FACP, physician licensed to practice in Texas. The parties agree as follows:

1. Pursuant to Chapter 121, Section 121.0451 of the Texas Health and Safety Code, Dr. Milton hereby designates Dr. Bradford as an alternate Health Authority, to exercise the powers and duties of that office when Dr. Milton is unavailable or incapacitated (hereinafter, "unavailable") for any reason to perform the duties of that office. This designation is effective upon recommendation by the Board of Health and, approved by the Amarillo City Council.

2. Dr. Milton will notify the District when he anticipates being unavailable, so that duplication of powers of the Health Authority is avoided. In the absence of any notice by Dr. Milton, the District may nonetheless call upon Dr. Bradford to perform the duties of Health Authority if and when it reasonably appears to the director of Amarillo's Department of Public Health, that Dr. Milton is unavailable.

3. When called upon to actively serve, Dr. Bradford agrees to be readily available to the District for consultation and the performance of all duties imposed upon the Health Authority by local and State statute and, be fully available for public health or medical emergencies requiring District action. When actively serving as Health Authority, Dr. Bradford shall have all rights, immunities, and other benefits of that office.

4. Dr. Bradford and Dr. Milton agree that Dr. Bradford is qualified to serve as Health Authority and meet the qualifications of Section 121.022(a) of the Texas Health and Safety Code. Dr. Milton accepts responsibility for the acts and omissions of Dr. Bradford when Dr. Bradford acts in the capacity of Health Authority.

5. Dr. Bradford agrees to have and keep in effect, at all times during the term of this contract and any renewal period, medical liability insurance that provides coverage of not less than \$500,000 per claim and \$1,000,000 aggregate coverage.

6. Dr. Bradford will earn one hundred dollars per hour (\$100/hr) for clinical services rendered and consultation provided to the Bi-City-County Health District or the City of Amarillo for the actions performed under this delegation and agreement. Dr. Bradford will take, subscribe and file the official oath of appointment as required of the Health Authority by Section 121.022(6) of the Texas Health and Safety Code.

7. This document represents the entire agreement of the parties. It shall remain in effect until amended or revoked in writing by the parties or until the term of Dr. Milton as Health Authority ends.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Scott Milton, MD

\_\_\_\_\_  
Ako D. Bradford, M.D., FACP

APPROVED AND RECOMMENDED by the Board of Health, Bi-City-County Health District upon majority vote or greater, in duly noticed public meeting on \_\_\_\_\_

\_\_\_\_\_  
Board Chairman, Bi-City-County Health District

\_\_\_\_\_  
Jared Miller, City Manager

ATTEST:

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

6/4/2019-mwn

**DELEGATION OF AUTHORITY AND  
MEMORANDUM OF UNDERSTANDING**

This agreement is by and between Scott Milton, MD, as Director and Health Authority for the Amarillo Bi-City-County Public Health District (hereinafter, "District"), and SHARI O. MEDFORD, M.D., FAAP, physician licensed to practice in Texas. The parties agree as follows:

1. Pursuant to Chapter 121, Section 121.0451 of the Texas Health and Safety Code, Dr. Milton hereby designates Dr. Medford as an alternate Health Authority, to exercise the powers and duties of that office when Dr. Milton is unavailable or incapacitated (hereinafter, "unavailable") for any reason to perform the duties of that office. This designation is effective upon recommendation by the Board of Health and, approved by the Amarillo City Council.

2. Dr. Milton will notify the District when he anticipates being unavailable, so that duplication of powers of the Health Authority is avoided. In the absence of any notice by Dr. Milton, the District may nonetheless call upon Dr. Medford to perform the duties of Health Authority if and when it reasonably appears to the director of Amarillo's Department of Public Health, that Dr. Milton is unavailable.

3. When called upon to actively serve, Dr. Medford agrees to be readily available to the District for consultation and the performance of all duties imposed upon the Health Authority by local and State statute and, be fully available for public health or medical emergencies requiring District action. When actively serving as Health Authority, Dr. Medford shall have all rights, immunities, and other benefits of that office.

4. Dr. Medford and Dr. Milton agree that Dr. Medford is qualified to serve as Health Authority and meet the qualifications of Section 121.022(a) of the Texas Health and Safety Code. Dr. Milton accepts responsibility for the acts and omissions of Dr. Medford when Dr. Medford acts in the capacity of Health Authority.

5. Dr. Medford agrees to have and keep in effect, at all times during the term of this contract and any renewal period, medical liability insurance that provides coverage of not less than \$500,000 per claim and \$1,000,000 aggregate coverage.

6. Dr. Medford will earn one hundred dollars per hour (\$100/hr) for clinical services rendered and consultation provided to the Bi-City-County Health District or the City of Amarillo for the actions performed under this delegation and agreement. Dr. Medford will take, subscribe and file the official oath of appointment as required of the Health Authority by Section 121.022(6) of the Texas Health and Safety Code.

7. This document represents the entire agreement of the parties. It shall remain in effect until amended or revoked in writing by the parties or until the term of Dr. Milton as Health Authority ends.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Scott Milton, MD

\_\_\_\_\_  
Shari O. Medford, M.D., FAAP

APPROVED AND RECOMMENDED by the Board of Health, Bi-City-County Health District upon majority vote or greater, in duly noticed public meeting on \_\_\_\_\_

\_\_\_\_\_  
Board Chairman, Bi-City-County Health District

\_\_\_\_\_  
Jared Miller, City Manager

ATTEST:

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

6/25/2019-mwn

**DELEGATION OF AUTHORITY AND  
MEMORANDUM OF UNDERSTANDING**

This agreement is by and between Scott Milton, MD, as Director and Health Authority for the Amarillo Bi-City-County Public Health District (hereinafter, "District"), and NORTHWEST TEXAS PHYSICIAN PHYSICIAN GROUP, representing SUSAN MEIKLE, MD, physician licensed to practice in Texas. The parties agree as follows:

1. Pursuant to Chapter 121, Section 121.0451 of the Texas Health and Safety Code, Dr. Milton hereby designates Dr. Meikle as an alternate Health Authority, to exercise the powers and duties of that office when Dr. Milton is unavailable or incapacitated (hereinafter, "unavailable") for any reason to perform the duties of that office. This designation is effective upon recommendation by the Board of Health and, approved by the Amarillo City Council.

2. Dr. Milton will notify the District when he anticipates being unavailable, so that duplication of powers of the Health Authority is avoided. In the absence of any notice by Dr. Milton, the District may nonetheless call upon Dr. Meikle to perform the duties of Health Authority if and when it reasonably appears to the director of Amarillo's Department of Public Health, that Dr. Milton is unavailable.

3. When called upon to actively serve, Dr. Meikle agrees to be readily available to the District for consultation and the performance of all duties imposed upon the Health Authority by local and State statute and, be fully available for public health or medical emergencies requiring District action. When actively serving as Health Authority, Dr. Meikle shall have all rights, immunities, and other benefits of that office.

4. Dr. Meikle and Dr. Milton agree that Dr. Meikle is qualified to serve as Health Authority and meet the qualifications of Section 121.022(a) of the Texas Health and Safety Code. Dr. Milton accepts responsibility for the acts and omissions of Dr. Meikle when Dr. Meikle acts in the capacity of Health Authority.

5. Dr. Meikle agrees to have and keep in effect, at all times during the term of this contract and any renewal period, medical liability insurance that provides coverage of not less than \$500,000 per claim and \$1,000,000 aggregate coverage.

6. Dr. Meikle will earn one hundred dollars per hour (\$100/hr) for clinical services rendered and consultation provided to the Bi-City-County Health District or the City of Amarillo for the actions performed under this delegation and agreement. Dr. Meikle will take, subscribe and file the official oath of appointment as required of the Health Authority by Section 121.022(6) of the Texas Health and Safety Code.

7. This document represents the entire agreement of the parties. It shall remain in effect until amended or revoked in writing by the parties or until the term of Dr. Milton as Health Authority ends.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Scott Milton, MD

\_\_\_\_\_  
Susan Meikle, MD

APPROVED AND RECOMMENDED by the Board of Health, Bi-City-County Health District upon majority vote or greater, in duly noticed public meeting on \_\_\_\_\_

\_\_\_\_\_  
Board Chairman, Bi-City-County Health District

\_\_\_\_\_  
Jared Miller, City Manager

ATTEST:

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

6/4/2019-mwn

**DELEGATION OF AUTHORITY AND  
MEMORANDUM OF UNDERSTANDING**

This agreement is by and between Scott Milton, MD, as Director and Health Authority for the Amarillo Bi-City-County Public Health District (hereinafter, "District"), and ROBERT STEVEN URBAN, MD, physician licensed to practice in Texas. The parties agree as follows:

1. Pursuant to Chapter 121, Section 121.0451 of the Texas Health and Safety Code, Dr. Milton hereby designates Dr. Urban as an alternate Health Authority, to exercise the powers and duties of that office when Dr. Milton is unavailable or incapacitated (hereinafter, "unavailable") for any reason to perform the duties of that office. This designation is effective upon recommendation by the Board of Health and, approved by the Amarillo City Council.

2. Dr. Milton will notify the District when he anticipates being unavailable, so that duplication of powers of the Health Authority is avoided. In the absence of any notice by Dr. Milton, the District may nonetheless call upon Dr. Urban to perform the duties of Health Authority if and when it reasonably appears to the director of Amarillo's Department of Public Health, that Dr. Milton is unavailable.

3. When called upon to actively serve, Dr. Urban agrees to be readily available to the District for consultation and the performance of all duties imposed upon the Health Authority by local and State statute and, be fully available for public health or medical emergencies requiring District action. When actively serving as Health Authority, Dr. Urban shall have all rights, immunities, and other benefits of that office.

4. Dr. Urban and Dr. Milton agree that Dr. Urban is qualified to serve as Health Authority and meet the qualifications of Section 121.022(a) of the Texas Health and Safety Code. Dr. Milton accepts responsibility for the acts and omissions of Dr. Urban when Dr. Urban acts in the capacity of Health Authority.



5. Dr. Urban agrees to have and keep in effect, at all times during the term of this contract and any renewal period, medical liability insurance that provides coverage of not less than \$500,000 per claim and \$1,000,000 aggregate coverage.

6. Dr. Urban will earn one hundred dollars per hour (\$100/hr) for clinical services rendered and consultation provided to the Bi-City-County Health District or the City of Amarillo for the actions performed under this delegation and agreement. Dr. Urban will take, subscribe and file the official oath of appointment as required of the Health Authority by Section 121.022(6) of the Texas Health and Safety Code.

7. This document represents the entire agreement of the parties. It shall remain in effect until amended or revoked in writing by the parties or until the term of Dr. Milton as Health Authority ends.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Scott Milton, MD

\_\_\_\_\_  
Robert Steven Urban, MD

APPROVED AND RECOMMENDED by the Board of Health, Bi-City-County Health District upon majority vote or greater, in duly noticed public meeting on \_\_\_\_\_

\_\_\_\_\_  
Board Chairman, Bi-City-County Health District

\_\_\_\_\_  
Jared Miller, City Manager

ATTEST:

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

# Amarillo City Council Agenda Transmittal Memo



28  
☐

<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Economic Development and Redevelopment
---------------------	--------------	-------------------------	--

<b>Department</b>	Planning and Development Services	<b>Contact Person</b>	Andrew Freeman, Director of Planning and Development Services
-------------------	-----------------------------------	-----------------------	---

### Agenda Caption

CONSIDER SALE OF CITY OWNED PROPERTY – 43,200 SQUARE FEET OF LAND LOCATED AT THE SOUTHEAST CORNER OF 34TH AND OSAGE, AMARILLO TX

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of 43,200 square feet of land located at the southeast corner of 34th and Osage. The sales price for this property is \$12/sf or \$518,400 minus closing costs.

### Agenda Item Summary

In February of this year, the City executed a listing agreement with Gaut Whittenburg Emerson to list for sale 4.25 acres of city-owned land located at the SE corner of 34<sup>th</sup> and Osage. The 2.5-acre corner listed at \$12 per square foot and the eastern 1.75 acres listed at \$7 per square foot.

This property and the remaining acreage was identified by city staff as surplus property likely to receive a competitive offer, if listed. By selling the tract, the city would save money by no longer maintaining the tract. It would also bring in new tax revenue by placing it on the tax rolls and allowing for future potential sales tax revenue by selling a general retail zoned corner that has over 32,000 vehicles driving through per day. The revenue gained by selling the acreage may also be used to address other city funding needs and priorities.

Since listing in February, the City has received one offer. The offer is to purchase 43,200 square feet out of the 2.5-acre corner tract from CPL-BLL Holdings, LLC. The purchase price is for \$12 per square feet or \$518,400 minus closing costs.

If the sale is approved, City staff will also start the process of rezoning this tract and surrounding city-owned acreage from Heavy Commercial (HC) to General Retail (GR) for land uses more compatible to those found in the vicinity.

### Requested Action

Approve as presented

### Funding Summary

N/A

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval as presented



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT - UNIMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Amarillo

Address: PO Box 1971, Amarillo, TX

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_ Other: \_\_\_\_\_

Buyer: CPL-BLL Holdings, LLC

Address: PO Box 52281, Amarillo, TX

Phone: (806)584-4236 E-mail: c.leard@suddenlink.net

Fax: \_\_\_\_\_ Other: \_\_\_\_\_

2. **PROPERTY:**

A. "Property" means that real property situated in Randall County, Texas at

43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

(address) and that is legally described on the attached Exhibit A or as follows:

**A Portion of Lot Block 0002, Sect 140 A B & M, Amarillo, Randall County Texas**

**as outlined in Exhibit "A" and to be further defined by a Survey**

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing . . . . . \$ 51,840.00

(2) Sum of all financing described in Paragraph 4 . . . . . \$ 466,560.00

(3) Sales price (sum of 3A(1) and 3A(2)) . . . . . \$ 518,400.00

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 12.00 per:

- (i) square foot of  total area  net area.
- (ii) acre of  total area  net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) \_\_\_\_\_

(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 3 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ 466,560.00. This contract:
  - (1) is not contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ \_\_\_\_\_.
- C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ \_\_\_\_\_.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$2,500.00 as earnest money with Chicago Title Insurance, (title company) at 701 S Taylor #102, Amarillo, TX 79101 (address) Martha Rowell (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ \_\_\_\_\_ with the title company to be made part of the earnest money on or before:
  - (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) \_\_\_\_\_
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

**6. TITLE POLICY AND SURVEY:**

**A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
  - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
  - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
  - (a) will not be amended or deleted from the title policy.
  - (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.
- (3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

**B. Survey: Within 40 days after the effective date:**

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \$0.00 (insert amount) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company,  Seller  Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \_\_\_\_\_ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

**C. Buyer's Objections to the Commitment and Survey:**

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

**7. PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Feasibility Period: Buyer may terminate this contract for any reason within 40 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay Seller \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional N/A days by depositing additional earnest money in the amount of \$ \_\_\_\_\_ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

- (2) Buyer must:
  - (a) employ only trained and qualified inspectors and assessors;
  - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - (c) abide by any reasonable entry rules or requirements of Seller;
  - (d) not interfere with existing operations or occupants of the Property; and
  - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 3 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
  - (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
  - (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
  - (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
  - (d) copies property tax statements for the Property for the previous 2 calendar years;
  - (e) plats of the Property;
  - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
  - (g) \_\_\_\_\_

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*
  - (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
  - (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
  - (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller



Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Gaut Whittenburg Emerson CRE

Cooperating Broker: Gaut Whittenburg Emerson CRE

Agent: Ben Whittenburg

Agent: Miles Bonfield

Address: 600 S Tyler, Suite 101  
Amarillo, TX 79101

Address: 600 S Tyler, Suite 101  
Amarillo, TX 79101

Phone & Fax: (806)373-3111 (806)373-9301

Phone & Fax: (806)373-3111 (806)373-9301

E-mail: ben@gwamarillo.com

E-mail: miles@gwamarilo.com

License No.: 532785

License No.: 594133

Principal Broker: (Check only one box)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 3.000 % of the sales price.

Cooperating Broker a total cash fee of:  
 3.000 % of the sales price.

The cash fees will be paid in Potter/Randall County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.



Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

**10. CLOSING:**

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1)  20 days after the expiration of the feasibility period.  
 \_\_\_\_\_ (specific date).  
 \_\_\_\_\_
  - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) an assignment of all leases to or on the Property;
  - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
  - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
  - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

**11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

**At Closing, Seller will credit the Buyer \$79,900. in exchange for Buyer extending the sewer line at his cost from it's current location on Osage and 36th to the corner of 34th and Osage.**

**The Buyer agrees to complete the sewer line extension within 180 days of Closing.  
Continued... See Addendum Special Provisions 1**

**13. SALES EXPENSES:**

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or  
(Check if applicable)  
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:  
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or  
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

**16. CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:  
(1) Seller and the sales price will be reduced by the same amount; or  
(2) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any condition on the Property that violates any law or ordinance.


*(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)*

**20. NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

**21. DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

(TAR-1802) 4-1-18

Initialed for Identification by Seller \_\_\_\_\_ and Buyer  \_\_\_\_\_

Page 10 of 14

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
  - (1) Property Description Exhibit identified in Paragraph 2;
  - (2) Commercial Contract Financing Addendum (TAR-1931);
  - (3) Commercial Property Condition Statement (TAR-1408);
  - (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
  - (5) Notice to Purchaser of Real Property in a Water District (MUD);
  - (6) Addendum for Coastal Area Property (TAR-1915);
  - (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
  - (8) Information About Brokerage Services (TAR-2501);
  - (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
  - (10) Intermediary Relationship Notice

*(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)*

- E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

**23. TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

**24. EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TAR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: \_\_\_\_\_.

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on \_\_\_\_\_, the offer will lapse and become null and void.

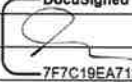
Commercial Contract - Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

**READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.**

**Seller:** City of Amarillo

**Buyer:** CPL-BLL Holdings, LLC

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature):  \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DocuSigned by:  
7F7C19EA71364E9

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Commercial Contract -Unimproved Property concerning 43,200 sf at the SE corner of 34th & Osage, Amarillo, TX

**AGREEMENT BETWEEN BROKERS**

*(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay \_\_\_\_\_ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ \_\_\_\_\_, or
- \_\_\_\_\_ % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: \_\_\_\_\_ Cooperating Broker: \_\_\_\_\_

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

**ATTORNEYS**

Seller's attorney: \_\_\_\_\_ Buyer's attorney: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- A. the contract on this day \_\_\_\_\_ (effective date);
- B. earnest money in the amount of \$ **2,500.00** in the form of check on \_\_\_\_\_

Title company: Chicago Title Insurance Address: 701 S Taylor #102

Amarillo, TX 79101

By: \_\_\_\_\_ Phone & Fax: (806)354-7920 (806)414-3020

**Martha Rowell**

Assigned file number (GF#): \_\_\_\_\_ E-mail: martha.rowell@ctt.com



**ADDENDUM**

PROPERTY: **43,200 sf at the SE corner of 34th, Amarillo, TX**

**1) Special Provisions**

**Seller will rezone the surrounding area to GR - General Retail.**

Lined area for additional text or provisions.

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

Date: 6/14/2019

Signature \_\_\_\_\_

DocuSigned by:  
  
Signature  
7F7C19EA71364E9...

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

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Addendum**



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT EXHIBIT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2010


**EXHIBIT "A" - Site**  
**TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED CONCERNING THE PROPERTY AT**  
**43,200 sf at the SE corner of 34th, Amarillo, TX**



**Seller:** City of Amarillo

**Buyer:** CPL-BLL Holdings, LLC

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature):  \_\_\_\_\_  
Printed Name: 7F7C19EA71364E9... \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT FINANCING ADDENDUM**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2010

**ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING  
THE PROPERTY AT**

**43,200 sf at the SE corner of 34th & Osage, Amarillo, TX**

The portion of the Sales Price not payable in cash will be paid as follows: *(Check all that apply.)*

**A. THIRD PARTY FINANCING:**

- (1) The contract is contingent upon Buyer obtaining a third party loan(s) secured by the Property in the amount of \$ 466,560.00 for not less than 20 years with the initial interest rate not to exceed 8.000 % per annum and payments calculated on an amortization period of no less than 20 years.
- (2) Buyer will apply for the third party loan(s) described in Paragraph A(1) promptly after the effective date. If Buyer cannot obtain the loan(s), Buyer may give Seller written notice within 40 days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required, this contract will no longer be subject to the contingency described in this Paragraph A.**
- (3) Each note to be executed under this addendum is to be secured by vendor's and deed of trust liens.

**B. ASSUMPTION:**

- (1) Buyer will assume the unpaid principal balance of the existing promissory note secured by the Property payable to \_\_\_\_\_ dated \_\_\_\_\_ which balance at closing will be \$ \_\_\_\_\_.
- (2) Buyer's initial payment will be the first payment due after closing. Buyer's assumption of the existing note includes all obligations imposed by the deed of trust securing the note, recorded in \_\_\_\_\_ *(recording reference)* in the real property records of the county where the Property is located.
- (3) If the unpaid principal balance of the assumed loan as of the date of closing varies from the loan balance stated in Paragraph B(1), the cash payable at closing will be adjusted by the net amount of any variance; provided, if the total principal balance of the assumed loan varies in an amount greater than \$ \_\_\_\_\_ at closing, either party may terminate this contract and the earnest money will be refunded to Buyer unless either party elects to eliminate the excess in the variance by an appropriate adjustment at closing.
- (4) Buyer may terminate the contract and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer if the note holder on assumption requires:
  - (a) Buyer to pay an assumption fee in excess of \$ \_\_\_\_\_ and Seller declines to pay such excess;
  - (b) an increase in the interest rate to more than \_\_\_\_\_ %; or
  - (c) any other modification of the loan documents.
- (5) Unless Seller is released of liability on any assumed note, Seller requires a vendor's lien and deed of trust to secure assumption, which will be automatically released on execution and delivery of a release by the note holder.

**43,200 sf at the SE corner of 34th & Osage,**  
Commercial Contract Financing Addendum concerning Amarillo, TX

(6) If assumption approval is required by the note holder, Buyer will apply for assumption approval within \_\_\_\_\_ days after the effective date of the contract and will make every reasonable effort to obtain assumption approval. If Buyer cannot obtain assumption approval, Buyer may give Seller written notice within \_\_\_\_\_ days after the effective date and the contract will terminate and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. **If Buyer does not give such notice within the time required and Buyer does not close because Buyer is not able to assume the existing note, Buyer will be in default.**

C. SELLER FINANCING:

(1) At closing, Buyer will execute and deliver a promissory note (the note) from Buyer to Seller in the amount of \$ \_\_\_\_\_, bearing \_\_\_\_\_ % interest per annum. Matured, unpaid amounts will bear interest at the maximum rate of interest allowed by law.

(2) The note will be payable as follows:

- (a) In one payment, due \_\_\_\_\_ after the date of the note, with interest payable:  (i) monthly  (ii) \_\_\_\_\_.
- (b) In installments of \$ \_\_\_\_\_  including interest  plus interest beginning \_\_\_\_\_ after the date of the note and continuing at  monthly  \_\_\_\_\_ intervals thereafter for \_\_\_\_\_ when the entire balance of the note will be due and payable.
- (c) Interest only in  monthly  \_\_\_\_\_ installments for the first \_\_\_\_\_ years and thereafter in installments of \$ \_\_\_\_\_  including interest  plus interest beginning \_\_\_\_\_ after the date of the note and continuing at  monthly  \_\_\_\_\_ intervals thereafter for \_\_\_\_\_ when the entire balance of the note will be due and payable.

(3) The note will be secured by vendor's and deed of trust liens and an assignment of leases payable at the placed designated by Seller.

(4) The note will provide that if Buyer fails to timely pay an installment within 10 days after the installment is due, Buyer will pay a late fee equal to 5% of the installment not paid.

(5) The note  will  will not provide for liability (personal or corporate) against the maker in the event of default.

(6) The note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing and interest will immediately cease on the prepaid principal.

(7) The lien securing payment of the note will be inferior to any lien securing any superior note described in this addendum. If an owner's policy of title insurance is furnished, Buyer, at Buyer's expense, will furnish Seller with a mortgagee title policy in the amount of the note at closing.

(8) If all or any part of the Property is sold or conveyed without Seller's prior written consent, Seller, at Seller's option, may declare the outstanding principal balance of the note, plus accrued interest, immediately due and payable. Any of the following is not a sale or conveyance of the Property:

- (a) the creation of a subordinate lien;
- (b) a sale under a subordinate lien;
- (c) a deed under threat or order of condemnation;
- (d) a conveyance solely between the parties; or
- (e) the passage of title by reason of death of a maker or operation of law.

**43,200 sf at the SE corner of 34th & Osage,**  
Commercial Contract Financing Addendum concerning Amarillo, TX

- (9) Deposits for Taxes and Insurance: Together with the principal and interest installments, Buyer  will  will not deposit with Seller a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property.
- (a) If Buyer deposits taxes and insurance deposits with Seller, Buyer agrees that the taxes and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Buyer agrees to pay any deficiency within 30 days after Seller notifies Buyer of any deficiency. Buyer's failure to pay the deficiency is a default under the deed of trust.
- (b) If any superior lien holder on the Property collects payments for taxes and insurance, any requirement to deposit taxes and insurance deposits with Seller under this addendum is inoperative so long as payments are being made to the superior lien holder.
- (10) Any event that constitutes a default under any superior lien constitutes a default under the deed of trust securing the note.
- (11) The note will include a provision for reasonable attorney's fees for any collection action.
- (12) Unless the parties agree otherwise, the form of the note and loan documents will be as found in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

D. CREDIT APPROVAL ON ASSUMPTION OR SELLER FINANCING:

- (1) To establish Buyer's creditworthiness for assumption approval or seller financing, Buyer will deliver to Seller the following information (Buyer's documentation) within \_\_\_\_\_ days after the effective date of the contract:
- (a) verification of employment, including salary;
  - (b) verification of funds on deposit in financial institutions;
  - (c) current financial statement;
  - (d) credit report;
  - (e) tax returns for the following years \_\_\_\_\_;
  - (f) \_\_\_\_\_
- (2) If Buyer does not timely deliver Buyer's documentation or Seller determines, in Seller's sole discretion, that Buyer's creditworthiness is not acceptable, Seller may terminate the contract by giving written notice to Buyer not later than \_\_\_\_\_ days after the date Buyer must deliver Buyer's documentation under Paragraph D(1) and the earnest money, less any independent consideration under Paragraph 7B(1) of the contract, will be refunded to Buyer. If Seller does not timely terminate the contract under this paragraph, Seller will be deemed to have accepted Buyer's credit.


E. SPECIAL PROVISIONS:

Commercial Contract Financing Addendum concerning **43,200 sf at the SE corner of 34th & Osage, Amarillo, TX**

**Seller:** City of Amarillo

**Buyer:** CPL-BLL Holdings, LLC

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature):  \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
DocuSigned by:  
7E7C19EA71384E9

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
By (signature): \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_




### TEXAS ASSOCIATION OF REALTORS® INTERMEDIARY RELATIONSHIP NOTICE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2004

To: City of Amarillo (Seller or Landlord)  
 and CPL-BLL Holdings, LLC (Prospect)  
 From: Gaut Whittenburg Emerson CRE (Broker's Firm)  
43,200 sf at the SE corner of 34th  
 Re: Amarillo, TX (Property)  
 Date: February 22, 2019

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker  will  will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:  
Ben Whittenburg to the owner; and  
Miles Bonifield to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

_____ Seller or Landlord City of Amarillo	_____ Date	 _____ Prospect CPL-BLL Holdings, LLC	6/14/2019 _____ Date
_____ Seller or Landlord	_____ Date	_____ Prospect	_____ Date

(TAR-1409) 1-7-04



11/2/2015



## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

**TYPES OF REAL ESTATE LICENSE HOLDERS:**

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

**A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):**

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:**

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

**TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:**

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>Gaut Whittenburg Emerson CRE</b>	<b>475878</b>		<b>(806)373-3111</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Aaron Emerson, CCIM SIOR</b>	<b>477647</b>	<b>aaron@gwamarillo.com</b>	<b>(806)373-3111</b>
Designated Broker of Firm	License No.	Email	Phone
<b>Aaron Emerson, CCIM SIOR</b>	<b>477647</b>	<b>aaron@gwamarillo.com</b>	<b>(806)373-3111</b>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<b>Ben Whittenburg</b>	<b>532785</b>	<b>ben@gwamarillo.com</b>	<b>(806)373-3111</b>
Sales Agent/Associate's Name	License No.	Email	Phone
	Buyer/Tenant/Seller/Landlord Initials	6/14/2019	Date

**Regulated by the Texas Real Estate Commission**  
TAR-2501

**Information available at [www.trec.texas.gov](http://www.trec.texas.gov)**

GAUT WHITTENBURG EMERSON CRE, 600 S. Tyler Ste 101 Amarillo TX 79101  
Charles Whittenburg

Phone: (806)373-3111 Fax:  
[www.ziplogix.com](http://www.ziplogix.com)

IABS 1-0 Date  
SE corner of 34th

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026



2F



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Public Safety
<b>Department</b>	Police		
<b>Contact</b>	Chief Ed Drain		

### Agenda Caption

CONSIDER AWARD - LEICA 3-D Scanner  
Collision Forensic Solutions - \$147,080.25

This purchase is for a 3-D scanner to enhance the Police Department's traffic crash investigation and crime scene processing.

### Agenda Item Summary

This purchase is for the Police Department to obtain a LEICA 3-D Scanner. This system will greatly enhance the department's traffic crash and crime scene investigations. In addition to normal photograph and evidence collection, this system allows investigators to make 3-D presentations for prosecution and case presentation. This tool will also allow investigators to make scale diagrams for traffic fatality accidents and be able to figure speeds and detail important aspects of collisions. The LEICA 3-D scanner will significantly reduce the time and number of officers needed to process crash and crime scenes.

### Requested Action

Approve the purchase of the LEICA 3-D Scanner system

### Funding Summary

Police Asset Forfeiture Funds Acct# 2640.84910. Sufficient funds are available for this purchase.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends the City Council approve the purchase of LEICA 3-D Scanner System.

Bid No. 6510 PURCHASE OF LEICA 3-D SCANNER  
 Opened 4:00 p.m. June 18, 2019

COLLISION FORENSIC  
 SOLUTIONS

To be awarded as one lot

Line 1 LEICA RTC360 Laser Scanner Kit, per specifications 1 ea	Unit Price \$70,200.000	Extended Price 70,200.00
Line 2 GST80 Lightweight Tripod for RTC360 Laser, per specifications 1 ea	Unit Price \$1,512.000	Extended Price 1,512.00
Line 3 GAD120 Tribrach Adapter for RTC360 Laser, per specifications 1 ea	Unit Price \$126.000	Extended Price 126.00
Line 4 5 Yr RTC360 Laser Scanner CCP Silver, per specifications 1 ea	Unit Price \$18,702.000	Extended Price 18,702.00
Line 5 Ipad Pro WIFI 64GB + Otterbox, per specifications 1 ea	Unit Price \$900.000	Extended Price 900.00

Line 6 Enhanced HDS Data Collector, per specifications

1 ea

Unit Price

\$3,000.000

Extended Price

3,000.00

Line 7 NIST Calibrated PS Traceable Artifact Bundle, per specifications

1 ea

Unit Price

\$2,245.500

Extended Price

2,245.50

Line 8 Scan Station P16/30/40 Target Package, per specifications

1 ea

Unit Price

\$1,746.000

Extended Price

1,746.00

Line 9 3D Public Safety Scanning Suite, per specifications

1 ea

Unit Price

\$16,473.750

Extended Price

16,473.75

Line 10 Cyclone Register 360 CCP 3 year, per specifications

1 ea

Unit Price

\$1,845.000

Extended Price

1,845.00

Line 11 Cyclone Register 360 CCP 2 year, per specifications

1 ea

Unit Price

\$1,305.000

Extended Price

1,305.00

Line 12 Cyclone Publisher Pro CCP 3 year,  
per specifications

1 ea		
Unit Price	\$3,330.000	
Extended Price		3,330.00

Line 13 Cyclone Publisher Pro CCP 2 year,  
per specifications

1 ea		
Unit Price	\$2,355.000	
Extended Price		2,355.00

Line 14 IMS Map360 CCP(3 yr), per  
specifications

1 ea		
Unit Price	\$573.750	
Extended Price		573.75

Line 15 IMS Map360 CCP(2 yr), per  
specifications

1 ea		
Unit Price	\$427.500	
Extended Price		427.50

Line 16 IMS Map360 Point Cloud  
Extension CCP (3 yr), per specifications

1 ea		
Unit Price	\$2,486.250	
Extended Price		2,486.25

Line 17 IMS Map360 Point Cloud  
Extension CCP (2 yr), per specifications

1 ea		
Unit Price	\$1,852.500	
Extended Price		1,852.50

Line 18 4 Days IAI and Actar Certified On-Site Training in RTC360, per specifications

1 ea		
Unit Price	\$9,000.000	
Extended Price		9,000.00

Line 19 4 Days IAI and Actar Certified On-Site Training in Map360, per specifications

1 ea		
Unit Price	\$9,000.000	
Extended Price		9,000.00

Bid Total 147,080.25

Award by Vendor 147,080.25

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Regular Agenda Item – Public Hearing
---------------------	--------------	-------------------------	--------------------------------------

<b>Department</b>	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
-------------------	--

## Agenda Caption

Public hearing to consider an ordinance rezoning a 13.21, a 2.55, and a 46.94 acre tract of unplatted land in Section 24, Block 9, B. S. & F. Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Office District 1, General Retail District, and Residential District 3, respectively. (Vicinity: RM 1061 and Ravenwood Drive).

## Agenda Item Summary

### Adjacent land use and zoning

The applicant's tract is located in northwest Amarillo.

The adjacent zoning consists of Agricultural District to the north, Residential District 3 to the south, Planned Development (for single family detached homes) to the east, and land outside the city limits to the west.

Adjacent land uses consist of undeveloped land to the north, single family detached homes to the south, single family detached homes to the east, and undeveloped land to the west.

### Proposal

This rezoning case consists of three separate tracts of land to be rezoned. The applicant is requesting the rezoning of a 13.21, 2.55, and 47.02 acre tracts of land from Agricultural District to Office District 1, General Retail District, and Residential District 3 respectively which will be the first phase of the Estancia Addition in northwest Amarillo.

### Analysis

Analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, consideration of what impact on area existing zoning and development patterns as well as its conformity to the Neighborhood Unit Concept (NUC) of development.

In regard to the tracts of land that the applicant is requesting to rezone to Office District 1 and General Retail District, the Future Land Use Map identifies these tracts as being under the "General Commercial" land use category. This category allows for a wide range of commercial retail and services uses at varying scales and intensities in addition to office development. The requested zoning districts for these two tracts meet the intent of the Future Land Use Map and would allow for office related uses and general retail and other personal service related uses.

For the tract of land that the applicant is requesting to rezone to Residential District 3, the Future Land Use Map identifies a majority of this area under the "General Residential" land use category with a small portion falling into the "Park" category. The "General Residential" category calls for detached single family residential dwellings being the primary focus with attached housing types being subjected to compatibility and open space standards. This category allows for denser residential development than the other residential land use categories such as "Suburban Residential" and the "Estate" categories while not being as dense as the "Multi-Family Residential" category.

Residential District 3 would allow for single family detached homes with a minimum lot area of 5,000 square feet and reduced front-yard setbacks of 15 feet which would keep with the intent of the "General Residential" land use category in addition to allowing for institutional uses such as parks and open space.

Examining the Preliminary Plan for the Estancia Development that was approved in May of 2018 and the proposed rezoning request for the three tracts, the applicant is calling for General Retail District and Office District 1 along the perimeter of this development along the arterial of Tascosa Rd. with Residential District 3 located within the interior of the development.

The pattern of development that is proposed is in Planning Commissioner's opinion, consistent with the Neighborhood Unit Concept of Development with more intensive development such as retail and office uses along the periphery of the development and residential development in the interior which protects the overall quality and character of the interior neighborhood. Similar zoning patterns exist in the area further south along Tascosa Rd and Amarillo Boulevard and as such, it is staff's opinion that this would be a logical continuation of the zoning pattern found in the area.

Taking all of the above into account, Planning Commissioners feel that the applicant's request is appropriate and is a logical pattern of zoning and development for this area and meets the intent of both the Future Land Use Map and the Neighborhood Unit Concept of Development.

#### **Requested Action/Recommendation**

Staff notified all 38 property owners within 200 feet of the rezoning request as required and as of this writing, no comments either for or against this request have been received.

Considering the above, the Planning and Zoning Commission is appropriate and recommend approval as presented.

ORDINANCE NO. 7195

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF RANCH-TO-MARKET ROAD 1061 AND RAVENWOOD DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

**WHEREAS**, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

**WHEREAS**, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

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

**WHEREAS**, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

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

**SECTION 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 13.21, a 2.55, and a 46.94 acre tract of unplatted land in Section 24, Block 9, B. S. & F. Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Office District 1, General Retail District, and Residential District 3, respectively, and being further described below.



## OFFICE DISTRICT 1 TRACT

FIELD NOTES for a 13.21 acre tract of land out of Section 24, Block 9, B. S. & F. Survey, Potter County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found with a yellow cap on the west right-of-way line of Tascosa Rd. (R.M. 1061) which bears S. 89° 26' 10" E. a distance of 2761.90 feet and N. 00° 33' 50" E. a distance of 612.52 feet from the southwest corner of said Section 24 for the southeast corner of this tract.

THENCE S. 67° 55' 12" W. a distance of 526.39 feet to the southwest corner of this tract.

THENCE N. 35° 54' 06" W. a distance of 236.84 feet to a corner of this tract.

THENCE N. 54° 05' 54" E. a distance of 154.49 feet to a corner of this tract.

THENCE N. 35° 54' 06" W. a distance of 203.46 feet to a corner of this tract.

THENCE N. 29° 39' 54" W. a distance of 111.49 feet to the beginning of a curve to the left for a corner of this tract.

THENCE in a northwesterly direction along said curve with a radius equal to 680.00 feet, a long chord bearing of N. 53° 03' 34" W. and a long chord distance of 136.66 feet, a curve length of 136.89 feet to a corner of this tract.

THENCE N. 58° 49' 36" W. a distance of 253.97 feet to a corner of this tract.

THENCE N. 22° 04' 46" W. a distance of 128.02 feet to the northwest corner of this tract.

THENCE N. 67° 55' 14" E. a distance of 718.60 feet to said west right-of-way-line of said Tascosa Rd. for a corner of this tract.

THENCE S. 22° 04' 41" E., along said west right-of-way line, a distance of 1,023.66 feet to the place of BEGINNING and containing 13.21 acres (575,415 square feet) of land.

### **GENERAL RETAIL DISTRICT TRACT**

FIELD NOTES for a 2.55 acre tract of land out of Section 24, Block 9, B. S. & F. Survey, Potter County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said tract of land which bears S. 89° 26' 10" E. a distance of 1949.62 feet and N. 00° 33' 50" E. a distance of 1729.56 feet from the southwest corner of said Section 24.

THENCE N. 22° 04' 46" W. a distance of 336.79 feet to the northwest corner of this tract.

THENCE N. 63° 33' 23" E. a distance of 312.97 feet to the west right-of-way line of Tascosa Road (R.M. 1061) for the northeast corner of this tract.

THENCE in a southeasterly direction along said west right-of-way line and along a curve to the right with a radius equal to 2804.79 feet, a long chord bearing of S. 24° 11' 07" E. and a long chord distance of 206.47 feet, a curve length of 206.52 feet to a 1/2" iron rod found with a yellow cap at the end of said curve for a corner of this tract.

THENCE S. 22° 04' 41" E., continuing along said west right-of-way line, a distance of 154.28 feet to the southeast corner of this tract.

THENCE S. 67° 55' 14" W. a distance of 319.65 feet to the place of BEGINNING and containing 2.55 acres (111,032 square feet) of land.

### **RESIDENTIAL DISTRICT 3 TRACT**

FIELD NOTES for a 46.94 acre tract of land out of Section 24, Block 9, B. S. & F. Survey, Potter County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found w/ yellow cap which bears S. 89° 26' 10" E. a distance of 1,185.45 feet from the southwest corner of said Section 24 for the southwest corner of this tract.

THENCE N. 00° 14' 10" E. a distance of 610.00 feet to a 1/2" iron rod found with a yellow cap set for a corner of this tract.

THENCE N. 28° 28' 01" W. a distance of 506.46 feet to a 1/2" iron rod found

with a yellow cap set for a corner of this tract.

THENCE N. 48° 49' 05" W. a distance of 260.95 feet to the northwest corner of this tract.

THENCE N. 41° 11' 15" E. a distance of 189.96 feet to a corner of this tract.

THENCE S. 48° 48' 45" E. a distance of 77.21 feet to a corner of this tract.

THENCE N. 17° 19' 49" E. a distance of 51.96 feet to a corner of this tract.

THENCE in a northeasterly direction along a curve to the right with a radius equal to 725.00 feet, a long chord bearing of N. 42° 37' 32" E. and a long chord distance of 619.56 feet, a curve length of 640.15 feet to the end of said curve for a corner of this tract.

THENCE N. 67° 55' 14" E. a distance of 194.01 feet to a corner of this tract.

THENCE N. 65° 01' 34" E. a distance of 301.71 feet to a corner of this tract.

THENCE N. 63° 33' 23" E. a distance of 20.47 feet to a corner of this tract.

THENCE S. 22° 04' 46" E. a distance of 336.79 feet to a corner of this tract.

THENCE N. 67° 55' 14" E. a distance of 319.65 feet to the right-of way line of Tascosa Road (R.M. 1061) for the northeast corner of this tract.

THENCE S. 22° 04' 41" E. a distance of 320.00 feet along said right-of-way line to a corner of this tract.

THENCE S. 67° 55' 14" W. a distance of 718.60 feet to a corner of this tract.

THENCE S. 22° 04' 46" E. a distance of 128.02 feet to a corner of this tract.

THENCE S. 58° 49' 36" E. a distance of 253.97 feet to the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 680.00 feet, a long chord bearing of S. 53° 03' 34" E. and a long chord distance of 136.66 feet, a curve length of 136.89 feet to the end of said curve for a corner of this tract.

THENCE S. 29° 39' 54" E. a distance of 111.49 feet to a corner of this tract.

THENCE S. 35° 54' 06" E. a distance of 203.46 feet to a corner of this tract.

THENCE S. 54° 05' 54" W. a distance of 154.49 feet to a corner of this tract.

THENCE S. 35° 54' 06" E. a distance of 322.60 feet to the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 300.00 feet, a long chord bearing of S. 22° 27' 40" E. and a long chord distance of 139.46 feet, a curve length of 140.75 feet to the end of said curve same being the beginning of a curve to the right for corner of this tract.

THENCE continuing in a southeasterly direction along said curve with a radius equal to 430.00 feet, a long chord bearing of S. 3° 07' 52" E. and a long chord distance of 88.24 feet, a curve length of 88.40 feet to the end of said curve for a corner of this tract.

THENCE N. 86° 47' 21" W. a distance of 30.59 feet to a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 1166.05 feet, a long chord bearing of S. 00° 13' 43" E. and a long chord distance of 125.90 feet, a curve length of 125.96 feet to the end of said curve for the southeast corner of this tract.

THENCE N. 89° 26' 10" W. a distance of 1173.03 feet to the place of BEGINNING and containing 46.94 acres (2,044,576 square feet) of land.

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

**SECTION 4.** All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

**SECTION 5.** This Ordinance shall become effective from and after its date of final passage.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 9th day of July, 2019 and **PASSED** on Second and Final Reading on this the 23rd day of July, 2019.

---

Ginger Nelson, Mayor

ATTEST:

---

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

---

Bryan McWilliams,  
City Attorney

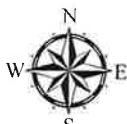


# REZONING FROM A to O-1, GR, and R-3



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 600 feet  
 Date: 6/11/2019  
 Case No: Z-19-11



Z-19-11 Rezoning of a 13.21, a 2.55, and a 46.94 acre tract of unplatted land in Section 24, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Office District 1, General Retail District, and Residential District 3 respectively.

VICINITY: RM 1061 and Ravenwood Dr.

APPLICANT/S: Joe Watkins for Estancia Development, LLC

Tax Account #: R-370-0240-0001.0 and R-370-0240-0020.0

AP: J10

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







# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Amarillo City Transit (ACT)		
<b>Contact</b>	Marita Wellage-Reiley, Transit Director		

### Agenda Caption

#### **PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION AUTHORIZING AMARILLO CITY TRANSIT (ACT) TO SUBMIT A BUILD GRANT APPLICATION TO THE U.S DEPARTMENT OF TRANSPORTATION (USDOT)**

(Contact: Marita Wellage-Reiley, Transit Director)

This item conducts a public hearing and is in consideration of a resolution that would authorize the City Manager to submit grant applications to the USDOT in the amount of \$9,754,120 to design and construct a new Multimodal Bus Terminal for Amarillo City Transit and other regional service providers including Greyhound.

### Agenda Item Summary

ACT requests authorization to apply to the USDOT competitive grant made available through the American Recovery and Reinvestment Act of 2009, **Better Utilizing Investment to Leverage Development (BUILD)** grant program in the amount of \$9,754,120 .The grant programs require that a public hearing be held to solicit comments from the public. Department of Transportation grant funding will be used for the design and construction of a new Multimodal Bus Terminal.

### Requested Action

- Conduct a public hearing to solicit comments from the public on the ACT application to the Department of Transportation.
- Authorize ACT to submit grant applications to the DOT in the amount of \$ for the design and construction of a new Multimodal Bus Terminal.

### Funding Summary

The competitive BUILD grant provides 100% funding and does not require a matching amount from the City of Amarillo.

### Community Engagement Summary

ACT published notice of the public hearing and made available information for review on-line at Amarillo.gov and at the Transit Operations Facility located at 801 S.E. 23<sup>rd</sup> Ave. located on the ACT Route 33.

### Staff Recommendation

Staff recommends conduct of a public hearing and approval of the resolution, authorizing ACT to submit grant applications to DOT for ACT capital investment for a new Multimodal Bus Terminal



RESOLUTION NO. 07-09-19-1

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS: CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT GRANT APPLICATION TO DESIGN AND CONSTRUCT A MULTIMODAL BUS TERMINAL; AUTHORIZING THE FILING OF GRANT APPLICATIONS WITH THE DEPARTMENT OF TRANSPORTATION FOR A GRANT UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (RECOVERY ACT) OF 2009, AS AMENDED AND FUNDED THROUGH THE CONSOLIDATED APPROPRIATIONS ACT OF 2019; AUTHORIZING CITY MANAGER TO EXECUTE; OTHER PROVISIONS

---

WHEREAS, the U.S. Secretary of Transportation is authorized to make grants for surface transportation infrastructure projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Fixing America's Surface Transportation Act of 2015, the application gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that disadvantaged businesses shall have the maximum feasible opportunity to compete when the applicant procures construction contracts, supplies, equipment contracts, or consultant and other services; and,

WHEREAS, the Amarillo City Council has on this date conducted a public hearing, after advertising same, regarding the design and construction of a multimodal bus terminal;

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

SECTION 1. That the City Council has conducted and now concludes the public hearing, and finds a continuing need and necessity for public mass transportation in Amarillo, Texas that will be met by the proposed Project;

SECTION 2. That the City Manager is authorized to execute and file an application for an American Recovery and Reinvestment Act also known as BUILD Transportation Grant in the amount of \$9,754,120 with the Department of Transportation to aid in the financing of a Multimodal Bus Terminal pursuant to The American Recovery And Reinvestment Act (Recovery Act) of 2009, funded through The Consolidated Appropriations Act Of 2019, on behalf of the City of Amarillo, Texas.

SECTION 3. That the City Manager is authorized to furnish such additional information as the Department of Transportation may require in connection with the application or project.

SECTION 4. That the City Manager is authorized to execute all necessary documents and agreements on behalf of the City of Amarillo, Texas, with the U.S. Department of Transportation or other appropriate agency or office to obtain aid in the financing of the capital investment for a Multimodal Bus Terminal

SECTION 5. To the extent that this resolution or any part of it conflicts with a prior resolution, then such prior resolution is repealed to the extent of such conflict.

SECTION 6. If any part of this resolution is determined to be invalid, such invalidity shall not affect any other part(s) of this resolution.

SECTION 7. This resolution is effective on and from the date of adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 9th day of July 2019.

---

Ginger Nelson, Mayor

ATTEST:

---

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

---

Bryan McWilliams, City Attorney



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	July 9, 2019	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Community Development		
<b>Contact</b>	Juliana Kitten, Director of Community Development		

### Agenda Caption

CONSIDER APPROVAL – RESOLUTION FOR THE 2019 EMERGENCY SOLUTIONS GRANT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA)  
 The Amarillo Continuum of Care is eligible to receive an Emergency Solutions Grant award up to \$154,050 for 2019 grant year to provide street outreach and rapid re-housing to persons experiencing homelessness.

### Agenda Item Summary

The Emergency Solutions Grant is a U.S. Department of Housing and Urban Development (HUD) funded program passed through the Texas Department of Housing and Community Affairs (TDHCA) to provide services to persons experiencing homelessness. The Amarillo Continuum of Care for the Homeless is eligible to receive an Emergency Solutions Grant award up to \$154,050 for 2019 grant year. The Grant will provide street outreach and homeless rapid re-housing.

### Requested Action

Approve the resolution for the 2019 Emergency Solutions Grant application to the Texas Department of Housing and Community Affairs in the amount of \$154,050.

### Funding Summary

The Emergency Solutions Grant will fund Homeless Services to the following agencies:

- City of Amarillo – Street Outreach \$105,420
- City of Amarillo – Homeless Rapid re-housing \$48,630

### Community Engagement Summary

The Amarillo Continuum of Care solicits applications from homeless service providers and reviews funding requests to recommend a collaborative application to be submitted to TDHCA.

### Staff Recommendation

Staff recommends that the Community Development Department as the lead agency of the Amarillo Continuum of Care submit the 2019 Application for Emergency Solutions Grant to the TDHCA.

**RESOLUTION NO. 07-09-19-2**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE SUBMISSION OF THE FY19 EMERGENCY SOLUTIONS GRANT APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; PROVIDING OTHER CLAUSES AND EFFECTIVE DATE**

**WHEREAS**, The Emergency Solutions Grant is a U.S. Department of Housing and Urban Development (HUD) funded program passed through the Texas Department of Housing and Community Affairs (TDHCA) to provide services to persons experiencing homelessness; and

**WHEREAS**, The Amarillo Continuum of Care for the Homeless is eligible to receive an Emergency Solutions Grant award up to \$154,050 for 2019 grant year; and

**WHEREAS**, the City of Amarillo is eligible to apply for and receive funding through the FY19 Emergency Solutions Grant Program; and

**WHEREAS**, the City intends to timely file an application pursuant to the Texas Department of Housing and Community Affairs Request for Applications for the Emergency Solutions Grant; and

**WHEREAS**, the City Council finds it in the best interest of public safety, health, and welfare to apply for said grant as specified below;

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

**Section 1.** The City Council hereby approves the submission of the FY19 Emergency Solutions Grant application to the Texas Department of Housing and Community Affairs, on behalf of the City of Amarillo.

**Section 2.** The application shall be made for the award up to \$154,050.00 for 2019 grant year to provide street outreach and rapid re-housing to persons experiencing homelessness.

**Section 3.** That the City Manager or his designee is hereby designated as the City/grantee’s authorized official to apply for, accept, reject, alter, or terminate the application and/or subsequent grant on behalf of the City.

**Section 4.** Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

**Section 5.** Should any word, phrase, or part of this Resolution be found as invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

**Section 6.** This Resolution shall be effective on and after its adoption

PASSED AND APPROVED this 9th day of July, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams, City Attorney