

**AMARILLO CITY COUNCIL REGULAR MEETING VIA VIDEO CONFERENCE NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020.**

**A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, OCTOBER 27, 2020 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS BY VIDEO CONFERENCE (IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS ALSO CALLED “SOCIAL DISTANCING” TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19)). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE.**

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

**This Agenda, and the Agenda Packet, are posted online at:**  
<https://www.amarillo.gov/city-hall/city-government/city-council>

The video meeting is hosted through Zoom. The meeting is broadcast on the City's website at: [www.amarillo.gov](http://www.amarillo.gov). The Zoom link to join the meeting is: <https://amarillo.zoom.us/j/330267295> and the conference bridge number for Zoom is: Telephone # 4086380968 when prompted for meeting ID enter: 330267295#. All callers will be muted for the duration of the meeting.

**This meeting will be recorded and the recording will be available to the public in accordance with the Open Meetings Act upon written request.**

*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:** Greg Dowell, Central Church of Christ

**PUBLIC ADDRESS**

(For items on the agenda for City Council consideration)

The public will be permitted to offer public comment on agenda items. Public Address signup times are available from Sunday 8:00 a.m. until Tuesday 12:45 p.m. at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form> or by calling the City Secretary's office at (806) 378-3014. Please call in at 1:00 p.m. at Telephone # 4086380968 when prompted for meeting ID enter: 330267295#.

**AGENDA**

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. Coronavirus Update;
  - C. Report and updates from City Councilmember serving on outside Boards: Environmental Task Force; Pedestrian and Bicycle Safety Advisory Committee; and
  - D. Request future agenda items and 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 regular meeting held on October 13, 2020 and the work session held on October 20, 2020.
- B. **CONSIDER APPROVAL -- CONTRACT WITH ACUSHNET GOLF PRODUCTS:**  
(Contact: Michael Kashuba, Director of Parks and Recreation)  
Total amount of agreement - \$200,000.00  
This item allows the Parks and Recreation Department to provide Titleist, Pinnacle and Foot-Joy products in the pro shops located at Ross Rogers Golf Complex and Comanche Trail Golf Complex.
- C. **CONSIDER APPROVAL -- THREE TELEVISION ADVERTISING CONTRACTS FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT'S FY20/21 LOCAL ADVERTISING CAMPAIGN:**  
(Contact: Michael W. Conner: Director of Aviation)  
This item includes three (3) television advertising contracts for the airport's local advertising campaign.
- |                          |                     |
|--------------------------|---------------------|
| Sinclair Broadcast Group | \$ 46,992.00        |
| Gray Media Group         | \$ 80,000.00        |
| Nexstar Media Group      | <u>\$ 80,000.00</u> |
| Total                    | \$206,992.00        |
- This item includes assistance with the creative design of the airport's television commercials, the production of those commercials, and 2,356 television spots to run during various programmed news, sports, and entertainment segments on all three Amarillo major network television stations during FY20/21.
- D. **CONSIDER APPROVAL -- AUTHORIZE THE PURCHASE OF TWO POLICE VEHICLES UPFITTED WITH EQUIPMENT FOR USE IN THE AISD SCHOOL LIAISON (SLO) PROGRAM:**  
(Contact: Martin Birkenfeld, Chief of Police)  
Awarded to Holiday Ford -- \$109,461.00  
This item approves the purchase of two police vehicles. AISD and the City of Amarillo have agreed to continue the SLO police vehicle program, converting to new cars beginning January 1, 2021. This purchase will be the beginning of that new vehicle program. The vehicles will be purchased under Tarrant County Cooperative Contract 2019-014 from Holiday Ford, upfitted by Defender Supply.
- E. **CONSIDER APPROVAL -- INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND THE AMARILLO INDEPENDENT SCHOOL DISTRICT (AISD) FOR PEDESTRIAN CROSSING SIGNAL AT CAPROCK HIGH SCHOOL:**  
(Contact: Donny Hooper, Assistant Public Works Director)  
The City of Amarillo was approached by AISD regarding safety concerns in the vicinity of Caprock High School and 34<sup>th</sup> Avenue. The City of Amarillo agrees to participate in a safety enhancement project for the installation of a traffic signal for pedestrians to cross 34<sup>th</sup> Avenue.
- F. **CONSIDER AWARD – PURCHASE OF PARATRANSIT VANS:**  
(Contact: Marita Wellage-Reiley, Transit Director)  
Awarded to Alliance Bus Group -- \$812,971.80  
This item is the purchase of ten 24-foot light-duty paratransit vans from Alliance Bus Group.

- G. **CONSIDER APPROVAL – ONE-YEAR EXTENSION FOR MEDICAL AND DENTAL COVERAGE:**  
(Contact: Laura Storrs, Assistant City Manager)  
The Human Resources Employee Benefits Division is requesting a one-year contract extension to commence January 1, 2021, with the current medical and dental provider Aetna Life Insurance Company.
- H. **CONSIDER APPROVAL – ONE-YEAR EXTENSION FOR PHARMACY PROVIDER:**  
(Contact: Laura Storrs, Assistant City Manager)  
The Human Resources Employee Benefits Division is requesting a one-year contract extension to commence January 1, 2021, with the current pharmacy provider MaxorPlus LTD.
- I. **CONSIDER AWARD -- OFFICE FURNITURE ANNUAL CONTRACT:**  
(Contact: Trent Davis, Director of Purchasing)  
Awarded to Navajo Office Products (estimated List Price) -- \$1,000,000.00  
This item is the annual contract is awarded on the Cooperative Purchasing network Omnia, Blanket Purchase Agreement #R191804. Navajo Office Products is a HUB vendor.
- J. **CONSIDER AWARD – LIBRARY SOFTWARE LICENSING AND SERVICE AGREEMENT:**  
(Contact: Amanda Barrera, Director of Library Services)  
Allied State Cooperative Agreement #17-7231  
Awarded to SirsiDynix -- \$1,744,524.36  
This item awards a seven-year licensing and service agreement for SirsiDynix to continue to host Symphony software for the Harrington Library Consortium (HLC), provide software upgrades, and provide maintenance with 24-hour technical support.
- K. **CONSIDER APPROVAL -- REAPPOINTMENT OF HEALTH AUTHORITY AND MEDICAL DIRECTOR:**  
(Contact: Casie Stoughton, Public Health Director)  
This item is consideration of the reappointment of Dr. Scott Milton to serve as the Health Authority for Potter and Randall Counties and as the Medical Director for Amarillo Public Health. The reappointment is recommended by the Amarillo Area Public Health Board.
- L. **CONSIDER AWARD – HEXAGON SAFETY AND INFRASTRUCTURE COMPUTER-AIDED DISPATCH (CAD) MAINTENANCE:**  
(Contact: Lt. Shannon Kuster, AECC/PD)  
Awarded to Intergraph Corporation -- \$188,672.64  
This item recommends award of the annual contract for the purchase of maintenance for the Hexagon CAD system at AECC.
- M. **CONSIDER APPROVAL -- TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) GRANT AGREEMENT FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**  
(Contact: Michael W. Conner, Director of Aviation)  
Rick Husband Amarillo International Airport is a recipient of the TxDOT Ramp Grant due to its classification as a non-hub primary airport. The scope of the grant is to aid state airports with the funding needed for operations/maintenance task throughout the year. The Department of Aviation is seeking approval of the 2020 RAMP Grant agreement. This grant will match funds, at 50%, up to \$100,000.00 of total project costs. Projects and services are selected based on Airport needs and evaluated for funding eligibility under the General Maintenance guidelines in this grant agreement. The Department of Aviation has elected to use these funds to repair and upgrade the Runway Weather Information System (RWIS).

N. **CONSIDER AWARD – DESKTOP COMPUTER HARDWARE:**

(Contact: Rich Gagnon, Information Technology)

Awarded to Dell -- \$179,373.00

This item will replace 300 desktop computers, 222 monitors, and 14 laptops which have exceeded their useful life.

3. **NON-CONSENT ITEMS:**

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7888:**

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

To participate in this public hearing please call 1-408-638-0968. When prompted for the meeting number dial: 330267295# and specify as to what ordinance you are referring to.

This item is the first reading and public hearing to consider an ordinance rezoning of a 29.75 acre tract of unplatted land in Section 160, Block 2, A.B.& M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District and Residential District 3 to Residential District 3. (Vicinity: East Saint Francis Avenue (Loop 335) and Pavillard Drive.)

B. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7889:**

(Contact: Anthony Spanel, Environmental Health Director)

This item considers a variance to distance regulations prohibiting the sale of alcoholic beverages within 300' of a public school. The City Council, as the governing body of the City of Amarillo, Texas and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33(a)(1) of the Texas Alcoholic Beverage Code) for alcohol sales at 2648 Southwest 34<sup>th</sup> Avenue. (Applicant: Liberty Powers for Pizzeria Nomad. Vicinity 34<sup>th</sup> & Georgia Street.)

C. **CONSIDER RESOLUTION -- SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH ATMOS ENERGY'S STATEMENT OF INTENT FILED ON OR ABOUT SEPTEMBER 30, 2020 WITH THE CITIES OF AMARILLO, CHANNING, DALHART, AND LUBBOCK:**

(Contact: Bryan McWilliams, City Attorney)

On about September 30, 2020 Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent to increase rates within the incorporated areas of the cities of Amarillo, Lubbock, Dalhart and Channing (collectively the "Atmos Texas Municipalities ("ATM") or "ALDC") in its West Texas Division. Atmos seeks an increase of approximately \$8.3 million in revenues; this equates to an increase in annual revenue of about 7.7% including the cost of gas and approximately 10.8% excluding the cost of gas.

Atmos proposes an effective date of November 4, 2020, for its increased rates. The proposed resolution, if adopted, will suspend Atmos Energy's proposed effective date for the statutory time period of 90 days, to February 2, 2021.

D. **CONSIDER APPROVAL – PURCHASE THE PROPERTY AT 850 MARTIN ROAD:**

(Contact: Kevin Starbuck, Deputy City Manager)

This item is the purchase of improved property at 850 Martin Road for the expansion of Public Health. The property includes a 16,900 square foot building constructed in 2006 for use as clinical space for Regence Health Network. The purchase is from Lazy S Ranches, LLC in the amount of \$1,500,000 plus closing costs using Public Health Delivery System Reform and Incentive Payment (DSRIP) funding.

E. **CONSIDER APPROVAL -- CENTER CITY TAX INCREMENT REINVESTMENT ZONE #1 DEVELOPER AGREEMENT FOR SHARPENED IRON STUDIOS, LLC:**

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

This item approves a Center City Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement with Sharpened Iron Studios, LLC for a commercial project to be located at 1314 South Polk Street. A \$50,000 reimbursable grant at project completion and a 90% property tax rebate through 2036.

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 23rd day of October 2020.

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 13th day of October 2020, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by James Schenck.

Proclamations were presented for "Emergency Nurses Week," and "Dyslexia Awareness Month."

Mr. Miller announced that Andrew Freeman has been promoted to Managing Director of Planning Services. Jason Riddlespurger has been promoted as the Director of Community Development. He was formerly an Amarillo Police Officer. Mr. Miller also introduced Debbie Reid as the new Director of Finance.

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

**PUBLIC ADDRESS:** James Schenck, 6216 Gainsborough Road, stated he was encouraged the City was counting the hospitalization ratios wrong. He stated businesses need to be open to survive. He also stated the Confederate statue needs to be left alone. He encouraged everyone to get out to vote. There were no further comments.

**ITEM 1:**

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus Update;
- C. Amarillo Hardware Acquisition Timeline;
- D. Task Force for Greatness Update;
- E. Update on Parks & Recreation Master Plan; and
- F. Update on Confederate Statue;
- G. State of the City Update; and
- H. Request future agenda items and reports from City Manager.

**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 approve the consent agenda as presented, seconded by Councilmember Sauer:

A. **MINUTES:**

Approval of the City Council minutes for the regular meeting held on September 22, 2020 and the work sessions held on September 29, 2020 and October 6, 2020.

B. **CONSIDERATION OF ORDINANCE NO. 7885:**

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

This item is the second and final reading to consider an ordinance vacating a 20 foot alley adjacent to Lots 3, 8, and 9, and a 30 foot alley adjacent to Lots 3, and 4, all in Block 10, Sunrise Addition Unit No. 2, and dedication of a Public Ingress/Egress Easement all in Section 123, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: Eastern Street and Interstate 40.)

C. **CONSIDERATION OF ORDINANCE NO. 7886:**

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

This item is the second and final reading to consider an ordinance rezoning a 17.03 acre tract of unplatted land in Section 65, Block 9, B.S.&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 Tradition Parkway.)

D. **CONSIDERATION OF ORDINANCE NO. 7887:**

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

This item is the second and final reading to consider an ordinance rezoning Lots 11 through 14, Block 36, Lots 7 through 10 and 14 through 17, Block 37, and Lots 6 through 9, Block 38, all in The Colonies Unit No. 72, in Section 40, block 9, B.S.&F. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 and Planned Development District 378 to Amended Planned Development District 378A for increased lot coverage and a reduction to the front yard setback. (Vicinity: Liberty Circle N and Wesley Road.)

E. **CONSIDER AWARD -- CITY OF AMARILLO BUILDING 602 (ARDEN CO + BELL HELICOPTER) FIRE SUPPRESSION SYSTEM UPGRADES AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

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

Awarded to A-1 National Fire Co, LLC -- \$79,000.00

This project involves the removal and replacement of thirteen (13) new wall post indicator valves and five (5) PIV indicator valves adjacent to and around Building 602. The original valves have exceeded their useful service life and allow water to leak by, causing issues with the fire suppression system.

F. **CONSIDER AWARD -- RECONSTRUCTION OF TAXIWAY PAPA 4 AND TAXIWAY JULIET AT THE RICK HUSBAND INTERNATIONAL AIRPORT:**

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

This project is 100% funded by the FAA Grant approved by Council at the September 22, 2020 meeting. The CARES Act changed the FAA funding of this project from 90% to 100%.

Awarded to Interstate Highway Construction, Inc.

Total Base Bid Amount: \$8,594,488.71

Bid Alternate No. 1: \$308,964.74

(Remove and Replace Runway 4/22 Pavement Markings)

Bid Alternate No. 2: \$(94,063.41)

(Taxiway Papa 4 Recycled Concrete Aggregate Base Course)

Bid Alternate No. 3: \$(65,434.72)

(Taxiway Juliet Recycled Concrete Aggregate Base Course)

Total Bid Amount: \$8,743,955.32

This project involves the construction of Taxiway Papa 4 moving it to the North of its current location. The old taxiway will subsequently be demolished. Taxiway Juliet will be demolished and reconstructed at its current location. Elements include replacement of existing pavements (Portland Concrete Cement and HMA), site grading, PCC pavement construction, HMA shoulder construction, airfield electrical and drainage improvements for both taxiways, vegetation installation, and taxiway pavement markings.

- G. **CONSIDER AWARD -- INTERLOCAL AGREEMENT WITH EDUCATION SERVICE CENTER REGION 19 – ALLIED STATES COOPERATIVE:**  
 (Contact: Trent Davis, Purchasing Agent)  
 This item is to award an Interlocal Agreement with Education Service Center Region 19 – Allied States Cooperative. This agreement will allow the City of Amarillo to purchase from vendors that have been awarded a contract from Region 19.
- H. **CONSIDER AWARD – REMOTE READ WATER METERS:**  
 (Contact: Trent Davis, Purchasing Agent)  
 Core & Main -- \$238,755.94  
 These items are to consider for purchase of the annual remote read water meters supply agreement.
- I. **CONSIDER APPROVAL – FY2020 EMPG GRANT AWARD:**  
 (Contact: Chip Orton, Director of Emergency Management)  
 This item is consideration of FY2020 EMPG Grant Award (Grant No. EMT-2020-EP-00004) between the City of Amarillo and the Texas Division of Emergency Management. This award will add \$49,220.42 in FY2021 funding to the City of Amarillo.
- J. **CONSIDER APPROVAL – CHANGE ORDER #6 REHABILITATION OF SOUTHEAST 34<sup>TH</sup> AVENUE FROM GRAND STREET TO EASTERN STREET FY 16/17 – FY 20/21 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1:**  
 (Contact: Matt Thomas, City Engineer)  
 Holmes Construction -- \$7,690.75
- |                        |                |
|------------------------|----------------|
| Original Contract      | \$2,549,949.89 |
| Previous Change Orders | \$210,506.77   |
| This Change Order      | \$7,690.75     |
| Revised Contract       | \$2,768,147.41 |
- This item is to consider approval of changes to the construction contract for Rehabilitation of Southeast 34<sup>th</sup> Avenue from Grand Street to Eastern Street.
- K. **CONSIDER APPROVAL -- CONTRACT WITH JAN MUNCH-SOEGAARD TO SERVE AS THE HEAD TENNIS PROFESSIONAL AT THE AMARILLO NATIONAL TENNIS CENTER:**  
 (Contact: Michael Kashuba, Director of Parks and Recreation)  
 Total amount of agreement - \$50,000 annually  
 This item is a contract with Jan Munch-Soegaard to serve as the Head Tennis Professional at the Amarillo National Tennis Center. The contract includes a 5-year term (The term expires September 30, 2025).
- L. **CONSIDERATION APPROVAL -- LEASE AGREEMENT WITH THE AMARILLO CHAMBER OF COMMERCE INC.:**  
 (Contact: Floyd Hartman, Assistant City Manager Development Services)  
 Consider renewal of office and storage space lease to the Amarillo Chamber of Commerce Inc. at 1000 South Polk Street. Recent changes are such that the Chamber and the Convention and Visitors Bureau leases are separate. This lease is specifically for the areas the Chamber utilizes.
- M. **CONSIDER AMENDMENT -- COMMERCIAL CONTRACT FOR SALE OF CITY OWNED PROPERTY – APPROXIMATELY 1.1364 ACRES OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AVENUE AND OSAGE STREET, AMARILLO, TEXAS:**  
 (Contact Andrew Freeman, Managing Director - Planning and Development Services)  
 This item authorizes the City Manager to execute a contract amendment for the sale of 1.1364 acres of land located adjacent to the southeast corner of 34th Avenue and Osage Street.



- N. **CONSIDER AMENDMENT -- COMMERCIAL CONTRACT FOR SALE OF CITY OWNED PROPERTY – APPROXIMATELY 1.1364 ACRES OF LAND LOCATED ADJACENT TO THE SOUTHEAST CORNER OF 34TH AVENUE AND OSAGE STREET, AMARILLO, TEXAS:**  
 (Contact Andrew Freeman, Managing Director - Planning and Development Services)  
 This item authorizes the City Manager to execute a contract amendment for the sale of 1.1364 acres of land located adjacent to the southeast corner of 34th Avenue and Osage Street.
- O. **CONSIDER APPROVAL – CONTRACT NO. 2 PROFESSIONAL SERVICES AGREEMENT – REHABILITATION IMPROVEMENTS AT RIVER ROAD WASTEWATER RECLAMATION FACILITY:**  
 (Contact: Matthew Thomas, City Engineer)  
 Awarded to CH2M Hill Engineers, Inc. -- \$210,194.00  
 This item is to consider approval of the professional services agreement. Contract No. 2 Professional Services Agreement with CH2M Hill Engineers, Inc. which increases the scope of work to: 1) provide construction phase services, 2) design the replacement of the existing flare and, 3) add control panel and timer controls to coordinate operation of the pumps for the mixing system for each of the digesters. CH2M Hill was selected under RFQ 12-17 of prequalified Professional Services Contracts per City of Amarillo Purchasing Procedures.
- P. **CONSIDER PURCHASE – ASPHALTIC EMULSION CHFRS-2P:**  
 (Contact: Chris Mitchell, Street Superintendent)  
 Awarded to Ergon Asphalt & Emulsion, Inc. – \$90,000.00  
 This item awards a contract for the purchase of CHFRS-2P emulsion used by the Street Division to seal cracks in paved streets from November through March.
- Q. **CONSIDER PURCHASE – B-4 AGGREGATE:**  
 (Contact: Chris Mitchell, Street Superintendent)  
 Awarded to L.A. Fuller & Sons Construction, Ltd. – \$783,125.00  
 This item awards a contract for the purchase of pre-coated B-4 aggregate used by the Street Division during the summer for sealcoating of paved streets.
- R. **CONSIDER APPROVAL – DEDICATION FOR PUBLIC RIGHT-OF-WAY:**  
 (Contact Andrew Freeman, Managing Director - Planning and Development Services)  
 This item is a dedication of a 1.26 acre tract of land for public right-of-way purposes adjacent to Lot 1, Block 2, Lot 1, Block 3, and Lot 1, Block 1, Corrected Southgate Subdivision, an addition to the City of Amarillo, in Section 31, Block 9, B.S.&F. Survey, Randall County, Texas. Grantor: Attebury Elevators LLC (Vicinity: Interstate 27 and Bell St.)
- S. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENTS:**  
 (Contact: Andrew Freeman, Managing Director - Planning and Development Services)  
 1) This item considers an Aviation Clear Zone Easement being 4,700 feet above mean sea level above the plat of South Georgia Place Unit No. 34, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.& M. Survey, Randall County, Texas.  
 2) This item considers an Aviation Clear Zone Easement, being 4,850 feet above mean sea level above the plat of South Georgia Place Unit No. 35, an addition to the City of Amarillo, being an unplatted tract of land in Section 183, Block 2, A.B.& M. Survey, Randall County, Texas.

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:** Mayor Nelson presented a resolution renewing the Mayor's Sixth Amended Declaration of Disaster for the City of Amarillo, Texas and continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code. Motion was made by Councilmember Powell to approve the Mayor's Sixth Amended Declaration of Disaster, seconded by Councilmember Sauer that the following captioned resolution be passed:

RESOLUTION NO. 10-13-20-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO  
CONFIRMING AND CONTINUING THE MAYOR'S SIXTH AMENDED  
DECLARATION OF DISASTER; PROVIDING A REPEALER CLAUSE;  
PROVIDING FOR AN EFFECTIVE DATE.

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

**ITEM 3B:** Mayor Nelson presented an item considering approval of the major medical RFP #08-20 for fully insured benefit plans, and other benefit services beginning calendar year 2021. This item was presented by Mitchell Normand, Human Resources Director.

Motion was made by Councilmember Powell and seconded by Councilmember Hays to accept the following 3-year contracts: Vision Insurance, with The Standard Insurance Company; Life Insurance, with The Standards Insurance Company; Section 125 Plan Administration, with ASI; Long-term Disability, The Standard Insurance Company; and COBRA Administration with Sterling Health Services,

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.

Motion was made by Councilmember Powell and seconded by Councilmember Sauer to accept the following 2-year contracts: EAP Insurance, with Deer Oaks EAP Services, LLC; and FMLA Administration, with UMR, Inc.

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

**ITEM 3C:** Mayor Nelson presented an item considering approval of the major medical RFP #08-20 for medical and pharmacy beginning the calendar year 2021. This item was presented by Laura Storrs, Assistant City Manager. Motion was made by Councilmember Powell to decline and not approve, the major medical RFP for medical and pharmacy. This will allow Aetna a one-year extension on the current medical plan, seconded by Councilmember Sauer.

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

**ITEM 3D:** Mayor Nelson presented an AEDC item considering approval to a re-stated lease between Amarillo Economic Development Corporation and MWI Veterinary Supply Co. MWI Veterinary Supply Company is looking to expand its existing Amarillo footprint. They currently operate in a 69,000 sq ft AEDC owned facility. Highlights of the project include:

- 6,000 sq. ft. new building to be built at the NE Corner of their property
- 5,000 sq. ft. mezzanine to be built in their current building
- \$1,040,000 in construction cost paid by AEDC with a 2% interest rate and 15 year amortization
- New Lease would be for 10 years, with two additional 5-year renewal options
- New Lease payment would be \$42,886.57 per month

AEDC will provide MWI Veterinary Supply Company \$750,000 for the creation of up to 50 FTE's with an average salary of \$65,000. These funds will be paid out over a 10-year term as they perform.

Based on the level of additional full-time jobs created, and projected payroll, the AEDC Board of Directors approved the LIA on September 20, 2020 with a 5-0 vote. The level of incentive and tax abatement are in line with criteria found in Council approved comprehensive guidelines and criteria for economic development. This item was presented by Kevin Carter, Director, Amarillo Economic Development Corporation. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Sauer.

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

**ITEM 3E:** Mayor Nelson presented an AEDC item considering the approval of a location incentive agreement between Amarillo Economic Development Corporation and MWI Veterinary Supply Co. MWI Veterinary Supply Company is looking to expand its existing Amarillo footprint. They currently operate in a 69,000 sq ft AEDC owned facility. Highlights of the project include:

- 50 additional employees projected
- \$65,000 annual average wage equal to \$3,250,000 new payroll projected
- Job Incentive of \$750,000 equal to \$15,000 per job paid out over a 10-year period
- AEDC will provide MWI Veterinary Supply Company \$750,000 for the creation of up to 50 FTE's with an average salary of \$65,000. These funds will be paid out over a 10-year term as they perform.

Based on the level of additional full-time jobs created, and projected payroll, the AEDC Board of Directors approved the LIA on September 20, 2020 with a 5-0 vote. The level of incentive and tax abatement are in line with criteria found in Council approved comprehensive guidelines and criteria for economic development. This item was presented by Kevin Carter, Director, Amarillo Economic Development Corporation. Motion was made that this item be approved by Councilmember Powell, seconded by Councilmember Hays.

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

**ITEM 4:** Mr. McWilliams advised at 4:50 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) 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 positions: (a) Purchase of real property located in the northeast quadrant of the City of Amarillo.

Mr. McWilliams announced that the Executive Session was adjourned at 5:36 p.m. and recessed the Regular Meeting.

ATTEST:

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

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

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 20th day of October 2020, the Amarillo City Council met at 1:00 p.m. for a work session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

JARED MILLER	CITY MANAGER
KEVIN STARBUCK	DEPUTY CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Betty Nickerson.

A proclamation was presented to: "World Polio Day."

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. Coronavirus Update;
- B. Martin Road Lake Improvements Update;
- C. Update on Zoning Code Revision Project;
- D. Discuss Metropolitan Planning Organization Multi-Modal Plan; and
- E. Request future agenda items and reports from City Manager.

**ITEM 2:** Mr. McWilliams advised at 2:31 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.087 – Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act: Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect: Project # 20-08-03 (Healthcare) and Project # 20-08-05 (Transportation & Warehousing).

Mr. McWilliams announced that the Executive Session was adjourned at 3:00 p.m. and recessed the work session.

ATTEST:

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

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



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	10/27/2020	<b>Council Priority</b>	
<b>Department</b>	Parks and Recreation		
<b>Contact</b>	Michael Kashuba, Director of Parks and Recreation		

### Agenda Caption

CONSIDER APPROVAL OF A CONTRACT WITH ACUSHNET GOLF PRODUCTS AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.  
Total amount of agreement - \$200,000.

This item allows the Parks and Recreation Department to provide Titleist, Pinnacle and Foot-Joy products in the pro shops located at Ross Rogers Golf Complex and Comanche Trail Golf Complex.

### Agenda Item Summary

This award is to approve an annual “not-to-exceed” contract price for the whole sale purchase of Titleist, Pinnacle and Foot-Joy golf products in the amount of \$200,000. The Acushnet Company is the exclusive manufacturer and wholesale distributor of these products and is the sole source of the products at wholesale prices. The wholesale purchase of these products provide inventory for retail sale at both pro shops at Ross Rogers Golf Complex and Comanche Trail Golf Complex. Sales of merchandise will produce an estimated gross margin of 40% or approximate 20% net profit.

### Requested Action

Approval and authorization for City Manager to execute agreement.

### Funding Summary

Funds were approved through the budget process in account 1811.51205.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval.

Bid No. 6902 ACUSHNET GOLF PRODUCTS ANNUAL CONTRACT  
Opened 4:00 p.m. October 13, 2020

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To be awarded as one lot ACUSHNET COMPANY

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Line 1 Titleist and Foot-Joy Products, per specifications

1 ea		
Unit Price	\$200,000.000	
Extended Price		200,000.00
<hr/>		
Bid Total		200,000.00
<hr/>		
Award by Vendor		200,000.00

C



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

### Agenda Caption

**CONSIDER – APPROVAL OF THREE TELEVISION ADVERTISING CONTRACTS FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT’S FY20/21 LOCAL ADVERTISING CAMPAIGN.**

### Agenda Item Summary

This item includes three (3) television advertising contracts for the airport’s local advertising campaign.

- Sinclair Broadcast Group - \$47,000
  - Gray Media Group - \$80,000
  - Nexstar Media Group - \$80,000
- Total                      \$207,000

This item includes assistance with the creative design of the airport’s television commercials, the production of those commercials, and 2,356 television spots to run during various programmed news, sports, and entertainment segments on all three Amarillo major network television stations during FY20/21.

### Requested Action

Approval of the Fiscal Year 20/21 television advertising for the Rick Husband Amarillo International Airport.

### Funding Summary

The funding for this item will be from the airport’s operating budget, line 54110.61300 Advertising.

### Community Engagement Summary

N/A

### Staff Recommendation

Airport staff recommends approval of all three contracts within this advertising campaign.

**CONTRACT ADDENDUM**

**Sinclair Communications, LLC d/b/a KVII-TV**  
**and**  
**City of Amarillo**

This Contract Addendum is an addendum to the 2020-2021 agreement between Sinclair Communications, LLC d/b/a KVII-TV and the City of Amarillo and is effective as of the date the second signatory signs.

The parties agree as follows:

**1. Standard Advertiser Terms and Conditions.** The Standard Advertiser Terms and Conditions available at <http://sbgi.net/?p=1224> are hereby modified as follows:

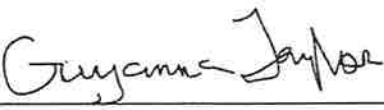
- (a) The governing law shall be Texas.
- (b) References to arbitration shall be deleted in their entirety.

**2. Counterparts.** This Addendum may be executed in two counterparts. All counterparts when taken together will comprise the fully executed Addendum. Signatures of the parties transmitted by facsimile or by electronic mail in PDF format constitute originals and may be relied upon as binding.

Acknowledged and agreed as of the date last written below:

Sinclair Communications, LLC

City of Amarillo

By:   
Name: Guyanne Taylor  
Title: VP, General Manager  
Date: 10/6/20

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Annual Plan October 2020 – September 2021

Television Commercials:	76 Commercials per Month
Contextual and Audience Targeted Digital Impressions:	210,000 Impressions per Month
Video Impressions on myhighplains.com	7,500 Impressions per Month
Consumer Polls on myhighplains.com	5 Polls per Year
Studio 4 Appearances	7 Segments per Year
Studio 4 Sponsorship of Monthly Travel Segment	12 Sponsored Segments per Year
Olympic Partnership	17 Days Summer 2021
Production of 4 Commercials and Digital Elements for Campaign	Completed as Needed
Today in Amarillo Travel Forecast Sponsorship	260 x M-F Daily
<b>TOTAL INVESTMENT:</b>	<b>\$80,000</b>

\_\_\_\_\_  
*Michael Conner, Amarillo International Airport*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Jana May, KAMR/KCIT*

\_\_\_\_\_  
*Date*

Note: The programs used in this schedule, when utilized as specified in this presentation, achieve specific reach, frequency and effectiveness goals. In an effort to achieve the best cost efficiency, pre-emptible rates have been used. From time to time, in order to maintain these goals, qualified programming may be substituted for displaced spots.



# Campaign Summary

October 01, 2020 - September 30, 2021



Recommended strategy	Total
CBS Sports (NFL and GOLF)	
Television Schedule – Including Holiday Programming & Telemundo	
Streaming Television - Targeted Programming to HH with the interest in travel	
The Chat News/Weather Sponsorship	
Digital Ad Campaign on NewsChannel10.com and Apps	
Commercial and Digital Production (Including Talent Fees)	
<b>Total Campaign Value</b>	<b>\$92,000</b>
<b>Added Value</b>	<b>\$12,000</b>
<b>Client Total Investment</b>	<b>\$80,000</b>

Signature: \_\_\_\_\_

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

Pre-empt may occur and your commercial will be placed in like programming throughout the month. Gray does not discriminate in its advertising contracts, and it will not accept advertising intended to discriminate on the basis of race or ethnicity. Advertiser hereto affirms that nothing in this Agreement is intended to discriminate on the basis of race or ethnicity. This Agreement is subject to the Standard Terms and Conditions [www.gray.tv/advertising](http://www.gray.tv/advertising)

D



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	10-27-2020	<b>Council Priority</b>	Public Safety
<b>Department</b>	Police 1610		
<b>Contact</b>	Martin Birkenfeld – Chief of Police		

### Agenda Caption

Consider approval to authorize the purchase of two police vehicles upfitted with equipment for use in the AISD School Liaison (SLO) Program.

### Agenda Item Summary

AISD and the City of Amarillo have agreed to continue the SLO police vehicle program, converting to new cars beginning January 1<sup>st</sup>, 2020. This purchase will be the beginning of that new vehicle program. The vehicles will be purchased under Tarrant County Cooperative Contract 2019-014 from Holiday Ford, upfitted by Defender Supply.

### Requested Action

Approve purchase of two SLO police vehicles upfitted with equipment at a cost of \$109,461.

### Funding Summary

AISD will provide \$74,000 of this cost. The remaining \$35,461 is allocated from the Police equipment and maintenance budget. Amounts for both budgets will be transferred to the Fleet Services Account 6100.61120.84100 for purchase.

### Community Engagement Summary

PD has communicated with AISD on this agreement and current MOU.

### Staff Recommendation

Staff recommends approval of the purchase.

Bid No. 6918 2021 Ford Police Interceptor Utility Vehicles (2)  
Opened 4:00 p.m., October 13, 2020

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To be awarded as one lot Holiday Ford

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Line 1 Two 2021 Ford Police Interceptor  
Utility Upfitted, per specifications

2 ea

Unit Price \$54,730.500

Extended Price 109,461.00

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Bid Total 109,461.00

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E



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	10/27/2020	<b>Council Priority</b>	
<b>Department</b>	Traffic Engineering		
<b>Contact</b>	Donny Hooper, Public Works		

**Agenda Caption**  
Enter into Interlocal Agreement between the City of Amarillo and the Amarillo Independent School District for pedestrian crossing signal at Caprock High School

**Agenda Item Summary**  
The City of Amarillo was approached by the Amarillo Independent School district regarding safety concerns in the vicinity of Caprock High School and 34<sup>th</sup> Ave. The City of Amarillo agrees to participate in a safety enhancement project for the installation of a traffic signal for pedestrians to cross 34<sup>th</sup> Ave.

**Requested Action**  
Approval of Interlocal agreement

**Funding Summary**  
Material cost estimation: \$85,000.  
The City of Amarillo will seek competitive bids for all equipment associated with the project.  
Cost Sharing Detail:

- The City of Amarillo will provide all labor required to construct, install, and inspect the project, at no cost to the AISD and will provide all labor for continued future maintenance of the traffic signal.
- The Amarillo Independent School District will be responsible for providing funding for all materials associated with the project and will provide reimbursement of all costs associated with parts for any future repairs of the traffic signal.
- See Exhibit A

**Community Engagement Summary**  
N/A

**Staff Recommendation**  
Public Works recommends acceptance of this agreement.

10/14/20 \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF AMARILLO, TEXAS  
AND AMARILLO INDEPENDENT SCHOOL DISTRICT  
(Pedestrian crossing signal-Caprock H.S.)**

This Interlocal Agreement (“Agreement”) is made between the City of Amarillo, Texas (“AMARILLO”) and Amarillo Independent School District (“AISD”). Pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, as amended, providing for cooperation between local governmental bodies, the parties hereto, in consideration of the premises, mutual promises, and other valuable consideration stated herein, now agree as follows:

1. Entity & Authorization. Each party is a local government within the State of Texas. This Agreement has been approved by the governing body of each respective entity, and the signatory below has been duly authorized to execute this Agreement on behalf of each respective entity.

2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties.

3. Current revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.

4. City Obligation. AMARILLO now promises to install and maintain a HAWK system pedestrian crossing signal on SE 34<sup>th</sup> Ave., at/near Caprock High School in accordance with Exhibit A.

5. AISD Obligation. AISD hereby (a) accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) agrees to perform its obligations stated therein, (c) including timely payment for materials.

6. Exhibit incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim. The governing body of each Party hereby authorizes its point-of-contact official to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational or logistical procedures or schedules described in Exhibit A, as may be necessary or convenient to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustment(s) made when implementing this Agreement do not require or constitute a material change in costs or the performance required of either party under this Agreement.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties regarding the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement,

neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. To the extent allowed by or consistent with Texas law, each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

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

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

10. Contacts. The point of contact for each Party shall be as specified in Exhibit A.

11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

12. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

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

**AMARILLO  
INDEPENDENT SCHOOL DISTRICT**

**CITY OF AMARILLO, TEXAS**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Jared Miller, City Manager  
Date: \_\_\_\_\_

## EXHIBIT A

### Pedestrian Crossing Signal for Caprock H.S.

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached is to state the terms, conditions, and consideration by which the City of Amarillo will purchase, install, and maintain a HAWK system pedestrian crossing signal on S.E. 34<sup>th</sup> Ave. at/near Caprock High School and the Amarillo Independent School District will pay certain costs for such crossing system, all as described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

- a) Public Benefit: CITY and AISD concur that public safety and health will be improved by installation of a HAWK system pedestrian crossing signal described herein on S.E. 34<sup>th</sup> Ave. at or near Caprock High School, with the specific siting to be as mutually determined by the parties ("the Project").
- b) Design costs. AISD shall provide the design and any required engineering services for the Project at its sole expense.
- c) System. The HAWK system shall include push button, video detection and extension capabilities.
- d) Material Costs. The CITY estimates the cost of materials, components, fixtures, equipment, supplies (cumulatively, "Materials") for the Project is \$85,000. The CITY will competitively procure the system in accordance with State law and CITY policy/procedures and provide documentation relating to same upon request of AISD. This is a good faith estimate based on the CITY'S past experiences with similar undertakings. AISD now agrees to pay CITY all costs of Materials for the Project. Promptly upon receipt of the funds, CITY shall then order all necessary Materials for the Project.
- e) Labor Costs. CITY agrees that it shall provide all required labor required to construct, install, and inspect the Project, at no cost to AISD.
- f) Operations and Maintenance costs: The CITY will bear the costs of operating and maintaining the completed Project. However, AISD agrees to pay CITY for any Materials needed to keep the Project functioning properly.
- g) Construction site and Commencement. CITY shall promptly commence the signal construction/installation once sufficient Materials have been received and subject to acceptable weather conditions. This will be a priority project for CITY'S personnel. CITY shall provide AISD a notice of at least three days before commencing construction activity on the Project site. If the specific site and a surrounding temporary construction area is outside of the CITY'S right-of way and on AISD property, then AISD shall cooperate in securing the site with barriers or temporary fencing to reasonably prevent AISD students, and faculty from entering the Project work site
- h) Over/Under Costs. In the event the actual costs of Materials exceed the sum stated in d) above, then AISD shall reimburse CITY for such additional Material costs within 30 days after the CITY invoices AISD. In the event the actual cost incurred by CITY is less than the sum stated in d), above, then CITY shall refund the overpayment to AISD within 30 days after CITY'S final completion of and accounting for the Project.
- i) Allocation of Risk as between the Parties. (i) AISD has no command or control over the CITY'S employees, agents, or the construction/installation event, CITY solely assumes and retains all



liability risk and legal responsibility that arises out of or relates to torts, civil rights, contracts, and other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding the procurement of Materials and the construction/installation of the Project. (ii) City has no command or control over AISD property, employees, agents, or students, then to the extent that the site where the Project will occur is on AISD property, then AISD shall be responsible for maintaining site security (that is, keeping unauthorized persons out of the Project work site), and solely assumes and retains all liability risk and legal responsibility that arises out of or relates to torts, civil rights, other causes of action, damages, attorney fees and costs arising out of acts or omissions regarding access to the work site for the Project. (iii) Neither party is responsible for workers compensation claims for the other party's employees, as relates to or arises out of the Project.

- h) Independent Contractor Status. As to the manner and means of installing/constructing the Project, CITY is an independent contractor and not an employee or agent of AISD. CITY retains sole determination as to the best manner, means, and methods for procuring and delivering the materials, labor, and services contemplated in this Agreement. As an independent contractor, CITY has no authority or right to represent or commit to any matter on behalf of AISD, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.
- i) Contacts. Each party hereby designates the following person as its Point of Contact for administering this agreement:

**City of Amarillo**  
Traffic Superintendent  
Michael Padilla  
P.O. Box 1971  
Amarillo TX 79105

**AISD**  
Construction Bond Director  
Cindy Ray  
\_\_\_\_\_  
Amarillo Tx \_\_\_\_\_

[END OF EXHIBIT]

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F



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<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 PARATRANSIT VANS

(Contact: Marita Wellage-Reiley, Transit Director)

Alliance Bus Group - \$812,971.80

This item is the purchase of ten 24-foot light-duty paratransit vans from Alliance Bus Group in the amount of \$812,971.80.

### Agenda Item Summary

ACT is recommending purchase of ten 24-foot light-duty paratransit vans to replace two 2008 EIDorado Cutaway Vans with over 400,000 miles and eight 2010 EIDorado Cutaway Vans with over 350,000 miles. The final price quote for these vans are \$81,297.18 per vehicle with a total cost of \$812,971.80. Funding for the project is provided through federal grants (97.3%) and local capital improvement program (2.7%) funding.

### Requested Action

To award the purchase of paratransit vans to Alliance Bus Group in the amount of \$812,971.80.

### Funding Summary

This purchase is being made through the Georgia Department of Administrative Service (GDOAS) contract. The vehicles on the GDOAS contract were competitively procured with Champion Bus Inc. through an RFP process. The buses meet all FTA requirements for procurement of rolling stock. The prices are competitive with recent awards and the time from purchase to delivery is reduced by purchasing on the GDOAS contract. ACT completed the required federal procurement documents including a pre-purchase Buy America audit. The final price quote for these vans are \$81,297.18 per vehicle with a total cost of \$812,971.80. Funding for the project is provided through federal grants (97.3%) and local capital improvement program (2.7%) funding through the following jobs:

- Job 411512, FTA CARES CAP (TX-2020-111-00) - \$701,939.00
- Job 411470, FTA FY-18 CAP (TX-2018-077-00) - \$111,032.80  
\$88,826.24 Federal and \$22,206.56 Local Match

### Community Engagement Summary

ACT has engaged the public as part of the Transit Master Plan process and continues to conduct outreach with each new initiative.

### Staff Recommendation

Staff recommends approval of the resolution authorizing the City Manager to award Alliance Bus Group a contract to provide ten 24-foot light-duty paratransit vans in the amount of \$812,971.80.

Bid No. 6913 PRODUCTION AND DELIVERY OF LIGHT DUTY CUTAWAY CHAMPION CHALLENGER VANS  
Opened October 2, 2020

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To be awarded as one lot                      Ditchwitch Undercon

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Line 1 Production & Delivery of 10  
Champion Challenger Vans, per

10 ea

Unit Price                      \$81,297.180

Extended Price                      812,971.80

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Bid Total

812,971.80

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# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	
<b>Department</b>	Human Resources		
<b>Contact</b>	Laura Storrs, Assistant City Manager		

**Agenda Caption**  
Approval of a 1-year contract extension for medical and dental coverage to commence January 1, 2021.

**Agenda Item Summary**  
The Human Resources Employee Benefits Division is requesting a 1-year contract extension to commence January 1, 2021, with the current medical and dental provider Aetna Life Insurance Company.

**Requested Action**  
Requesting approval for a 1-year contract extension to commence January 1, 2021, for medical and dental plan administration for an estimated amount of \$1,340,419 (estimated fixed cost of \$1,279,931 for medical TPA administrative Costs and \$60,488 for dental TPA administrative costs).

**Funding Summary**  
64100.62000 – Health Plan and 64200.62000 Dental Plan

**Community Engagement Summary**  
N/A

**Staff Recommendation**  
Approval of a 1-year contract extension to commence January 1, 2021 with Aetna Life Insurance Company for the administration of the City's medical and dental plans.

H



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	
<b>Department</b>	Human Resources		
<b>Contact</b>	Laura Storrs, Assistant City Manager		

**Agenda Caption**  
Approval of a 1-year contract extension for pharmacy to commence January 1, 2021.

**Agenda Item Summary**  
The Human Resources Employee Benefits Division is requesting a 1-year contract extension to commence January 1, 2021, with the current pharmacy provider MaxorPlus LTD.

**Requested Action**  
Requesting approval for a 1-year contract extension to commence January 1, 2021, for Pharmacy coverage for an estimated amount of \$182,555 (Estimated fixed cost for administrative costs).

**Funding Summary**  
64100.62000 – Health Plan Fund

**Community Engagement Summary**  
N/A

**Staff Recommendation**  
Approval of a 1-year contract extension to commence January 1, 2021, for Pharmacy coverage with MaxorPlus LTD.

H



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	10-27-2020	<b>Council Priority</b>	N/A
<b>Department</b>	Various		
<b>Contact</b>	Trent Davis – Director of Purchasing		

### Agenda Caption

Award – Office Furniture Annual Contract

Recommend award to Navajo Office Products in an estimated List Price amount of \$1,000,000.00. This annual contract is awarded on the Cooperative Purchasing network Omnia, Blanket Purchase Agreement #R191804. Navajo Office Products is a HUB vendor.

### Agenda Item Summary

Award of office furniture to be used by various City Departments. This contract is an agreement with HON Furniture through the local service dealer Navajo Office Products. This agreement is based off of List Price volume discounts. Amarillo College, Amarillo Independent School District, Canyon ISD, City of Amarillo, City of Canyon, Potter County and Randall County make up the agreement with HON through Navajo Office Products.

### Requested Action

Consider approval and award of the Office Furniture Annual Contract.

### Funding Summary

Funding for this award is available in the department’s accounts

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval and award of the contract



HON reserves the right to deny the Agency, individually, and on behalf of the Amarillo Purchasing Group, future Blanket Purchase Agreements.

The pricing applicable to installation in the HON OMNIA Region 4 Contract shall not apply to any purchases for Services made by the Amarillo Purchasing Group from HON through an authorized dealer. All pricing for installation services must be negotiated on a case by case basis between the Amarillo Purchasing Group and an authorized dealer.

All of the Amarillo Purchasing Group's orders must be made out to The HON Company LLC and shall reference the HON OMNIA Region 4 Contract number: R191804, and the BPA number at the top of this Agreement. Each order must have a single "ship-to" destination within the United States in order for the freight to be paid by HON.

This Agreement expires 8/31/2021.

The following office(s) are hereby authorized to place orders under this Agreement (attach additional pages if necessary):

Entity Name: City of Amarillo

Address: P.O. Box 7971

City, State, Zip Code: Amarillo, TX 79105

Will orders be placed by one centralized purchasing location? Yes

If no, please list other locations that will be utilizing this Agreement:

Orders may be sent to the HON Servicing Dealer providing the product installation services for review prior to order placement.

HON shall invoice the Amarillo Purchasing Group upon shipment of Product.

Payment terms are net 30 days, with no additional discount for early payment.

Product shall be shipped not to exceed 60 days after receipt of a valid order.

The Agency:

The HON Company LLC:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



4



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	Highly Educated Population, Fiscal Responsibility
<b>Department</b>	Harrington Library Consortium (HLC)		
<b>Contact</b>	Amanda Barrera, Director of Library Services		

### Agenda Caption

CONSIDER AWARD – LIBRARY SOFTWARE LICENSING AND SERVICE AGREEMENT

(Contact: Amanda Barrera, Director of Library Services)

Allied State Cooperative Agreement #17-7231 - \$1,744,524.36.

This item awards a 7-year licensing and service agreement for SirsiDynix to continue to host Symphony software for the Harrington Library Consortium (HLC), provide software upgrades, and provide maintenance with 24-hour technical support.

### Agenda Item Summary

This item is the software licensing and service agreement with SirsiDynix using the Allied State Cooperative Agreement #17-7231.

### Requested Action

To award the library software licensing and service agreement through the Allied State Cooperative Agreement #17-7231.

### Funding Summary

This item is securing a new 7-year contract to continue to provide services through department budgeted funds. The agreement is \$249,217.71 annually for a 7-year total of \$1,744,524.36.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval of this item, authorizing the City Manager to execute the contract.

Bid No. 6924 Sirsi Dynix SaaS Licence  
Opened 4:00 p.m., October 20, 2020

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To be awarded as one lot

SirsiDynix

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Line 1 Enter Text, per specifications

1 ea

Unit Price

\$1,744,524.360

Extended Price

1,744,524.36


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Bid Total

1,744,524.36

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K



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Public Health Director		

### Agenda Caption

CONSIDER APPROVAL - REAPPOINTMENT OF HEALTH AUTHORITY AND MEDICAL DIRECTOR  
(Contact: Casie Stoughton, Public Health Director)  
This item is consideration of the reappointment of Dr. Scott Milton to serve as the Health Authority for Potter and Randall Counties and as the Medical Director for Amarillo Public Health. The reappointment is recommended by the Amarillo Area Public Health Board.

### Agenda Item Summary

The City has an existing contract through Texas Tech for Health Authority/Medical Director services.

### Requested Action

Appoint Dr. Scott Milton to serve as Health Authority for Potter and Randall Counties and the Medical Director for Public Health.

### Funding Summary

Funding provided by the Public Health Department through an existing contract with Texas Tech at an annual rate of \$65,000.

### Community Engagement Summary

The Amarillo Area Public Health Board is recommending the reappointment of Dr. Scott Milton as the Health Authority for Potter and Randall Counties and as the Medical Director for Amarillo Public Health.

### Staff Recommendation

Staff recommends the reappointment of Dr. Scott Milton as the Health Authority for Potter and Randall Counties and as the Medical Director for Amarillo Public Health.



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	
<b>Department</b>	AECC		
<b>Contact</b>	Lt. Shannon Kuster- AECC/PD		

**Agenda Caption**  
Award – Hexagon Safety and Infrastructure Computer-Aided Dispatch (CAD) Maintenance:  
Awarded to Intergraph Corporation - \$188,672.64  
This item recommends award of the annual contract for the purchase of maintenance for the Hexagon CAD system at AECC.

**Agenda Item Summary**  
This is to award of Annual contract for Hexagon CAD Maintenance for use by the City of Amarillo AECC Department. Hexagon is the proprietary vendor for Hexagon CAD who is the sole source provider for maintenance on the Hexagon CAD.

**Requested Action**  
Consider approval and award for the City Annual Contract for Hexagon CAD Maintenance.

**Funding Summary**  
Funding is budgeted in Leased Computer Software account 1270.69300.

**Community Engagement Summary**  
N/A

**Staff Recommendation**  
City Staff is recommending approval and award of the contract.



M



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	10/27/2020	<b>Council Priority</b>	Transportation
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

## Agenda Caption

CONSIDERATION of the Texas Department of Transportation (TxDOT) Routine Airport Maintenance Program (RAMP) Grant agreement for the Rick Husband Amarillo International Airport.

## Agenda Item Summary

Rick Husband Amarillo International Airport is a recipient of the TxDOT Ramp Grant due to its classification as a non-hub primary airport. The scope of the grant is to aid state airports with the funding needed for operations/maintenance task throughout the year. The Department of Aviation is seeking approval of the 2020 RAMP Grant agreement. This grant will match funds, at 50%, up to \$100,000.00 of total project costs. Projects and services are selected based on Airport needs and evaluated for funding eligibility under the General Maintenance guidelines in this grant agreement. The Department of Aviation has elected to use these funds to repair and upgrade the Runway Weather Information System (RWIS).

## Requested Action

Approve the Texas Department of Transportation RAMP Grant, TxDOT CSJ No.: M2104AMRI.

## Funding Summary

The repair and upgrade of the Runway Weather Information System has been approved through the TxDOT RAMP project. The City's 50% match will come from the FY 20/21 Airport O&M Budget.

## Community Engagement Summary

Level 1 – Modest impact on selected area and/ or community group.

## Staff Recommendation

Department staff recommend the approval of TxDOT CSJ No.: M2104AMRI.

**TEXAS DEPARTMENT OF TRANSPORTATION  
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM  
(State Assisted Airport Routine Maintenance)**

**TxDOT Project ID: M2104AMRI**

**Part I - Identification of the Project**

TO: The City of Amarillo, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Amarillo, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the AMARILLO - RICK HUSBAND AMARILLO INTL Airport.

**Part II - Offer of Financial Assistance**

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**

Work shall be accomplished by August 31, 2021, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.



5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

### **Part III - Sponsor Responsibilities**

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
  - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
  - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
  - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
  - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
  - e. through the fence access shall be reviewed and approved by the State; and
  - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

#### **Part IV - Nomination of the Agent**

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
  - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
  - b. enter into contracts as necessary for execution of scope of services;
  - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
  - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

#### **Part V - Recitals**

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
  - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
  - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

**Part VI - Acceptances**

**Sponsor**

The City of Amarillo, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Amarillo, Texas

\_\_\_\_\_  
*Sponsor*

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

**Acceptance of the State**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

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*Signature*

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*Title*

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*Date*

**Attachment A**

**Scope of Services  
TxDOT Project ID: M2104AMRI**

<b>Eligible Scope Item</b>	<b>Estimated Costs Amount A</b>	<b>State Share Amount B</b>	<b>Sponsor Share Amount C</b>
<b>GENERAL MAINTENANCE</b>	\$100,000.00	\$50,000.00	\$50,000.00
<b>TOTAL</b>	\$100,000.00	\$50,000.00	\$50,000.00

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

**Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.**



**CERTIFICATION OF AIRPORT FUND**

TxDOT Project ID: M2104AMRI

The City of Amarillo, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

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*Sponsor Signature*

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*Sponsor Title*

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*Date*

**Certification of State Single Audit Requirements**

I, \_\_\_\_\_, do certify that the City of Amarillo, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Amarillo, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Amarillo, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

**DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE**

TxDOT Project ID: M2104AMRI

The City of Amarillo, Texas, designates,

\_\_\_\_\_ as the Sponsor's authorized  
*(Name, Title)*

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

\_\_\_\_\_  
*Sponsor Signature*

\_\_\_\_\_  
*Sponsor Title*

\_\_\_\_\_  
*Date*

**DESIGNATED REPRESENTATIVE**

\_\_\_\_\_  
*First Name, Last Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email Address*

2



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	N/A
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<b>Department</b>	Information Technology – Rich Gagnon
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## Agenda Caption

Award – Desktop Computer Hardware:  
Dell -- \$179,373.00

This item will replace 300 desktop computers, 222 monitors, and 14 laptops which have exceeded their useful life.

## Agenda Item Summary

The desktops in this purchase will replace equipment which has been in operation for an average of more than 7 years. The laptops will be issued to IT staff members to replace aging equipment and improve remote work capabilities.

## Requested Action

Approval of award to Dell in the amount of \$179,373.00.

## Funding Summary

This purchase will be funded from job 620063, I.T. Operations.

## Community Engagement Summary

N/A

## Staff Recommendation

Staff recommends approval of award.



A



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	Regular Agenda Item – Public Hearing
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<b>Department</b>	Andrew Freeman –Managing Director of Planning and Development Services
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**Agenda Caption**

Public hearing to consider an ordinance Rezoning of a 29.75 acre tract of unplatted land in Section 160, Block 2, A.B.& M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District and Residential District 3 to Residential District 3. (Vicinity: E. Saint Francis Ave. (Loop 335) and Pavillard Dr.)

**Agenda Item Summary**

**Adjacent land use and zoning**

Adjacent zoning consist of Agricultural District to the north and east, Residential District 1 and Agricultural District to the south, and Residential District 1 and 3 to the west.

Adjacent land uses consist of undeveloped land and a single family detached home to the north, single family detached homes and an undeveloped tract to the south, undeveloped land and a manufactured home to the east, and a church, undeveloped land, and single family detached homes to the west.

The applicant is requesting a change in zoning in order to develop this tract with single family detached homes as the next phase of the Fox Hollow Subdivision.

**Analysis**

The Planning and Zoning Commission’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map, what impact on area zoning and development patterns, as well as its conformity to the Neighborhood Unit Concept (NUC) of development.

The Future Land Use and Character Map identifies the applicant’s tract as being mostly in the General Residential (GR) category along with only a small portion (south of Fox Terrier Ave) falling under the General Commercial (GC) category. The General Residential category calls for detached single family dwellings being the primary focus with less openness and separation between dwellings than suburban areas. The General Commercial category calls for a wide range of commercial retail and services uses at varying scales.

With the exception of the small portion that is General Commercial mentioned previously, the applicant’s request is in line with the Future Land Use and Character Map. Since the map’s adoption, development patterns have changed in the area in that residential development would in the Planning and Zoning Commission’s opinion, be more appropriate for the portion that is identified as General Commercial. Considering single family homes immediately border this area, it is the Planning Commission’s opinion that residential development for the portion recommended for non-residential is an appropriate land use as requested.

Residential District 3 allows single-family detached homes that are of a higher density due to the smaller minimum lot size (5,000 square feet) and reduced front-yard setbacks (15 feet) when compared the other residential zoning districts of Residential 1 and 2. This higher single-family residential zoning is typically found at the outer edges of a subdivision. Doing so helps mitigate any negative impacts on traditional residential land uses from commercial areas and/or heavily travelled thoroughfares that typically border a square mile section.

The applicant’s tract is located mid-section along a section line roadway. Typically, this is a location in which Residential zoning would be recommended by the Neighborhood Unit Concept of development (NUC) as the higher density development would provide a buffer between the section line roadway and commercial activities to the residential uses.

The applicant's request is in line with the NUC and is a logical continuation of the zoning pattern and pattern of development in this subdivision.

The Planning and Zoning Commission believes based on the above, the request is a logical continuation of existing zoning and patterns of development in the area and does not create any negative impacts to the surrounding development.

<b>Requested Action/Recommendation</b>
--

Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, two comments have been received regarding this rezoning request. One comment was in regards to questions about the layout of streets and types of homes to be built within the area but expressed no opposition. The second comment was in opposition to the request and expressed concerns about increased traffic in the area if additional residential land uses were developed.

Considering the above, the Planning and Zoning Commission recommends **APPROVAL** as presented.

ORDINANCE NO. 7888

**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 EAST SAINT FRANCIS AVENUE (LOOP 335) AND PAVILLARD DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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**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 29.75 acre tract of unplatted land in Section 160, Block 2, A.B.& M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District and Residential District 3 to Residential District 3 and being further described below:

A 29.75 acre tract or parcel of land being a portion of that certain tract of land conveyed to Triple T Financing Inc by instrument and recorded in Clerk's File No. 2020OPR003481, Official Public Records of Potter County, Texas, out of Section 160, Block 2, A.B. & M. Survey, Potter County, Texas, said 29.75 acre tract of land having been surveyed by Geospatial Data, Inc on June 16, 2020 and being described by metes and bounds as follows:

Point of Beginning is a 1/2 inch iron rod with cap (Furman) found for the Southwest corner of that certain tract or parcel of land as conveyed to Daryl Bintliff by instrument and recorded in Clerk's File No. 2015083115, Official Public Records of Potter County, Texas, same being the Southeast corner of this tract of land and a point on the North Right of Way line of Loop Highway 335 (AKA Saint Francis) as filed for record in Volume 1260, Page 310, Deed Records of Potter County, Texas;

Thence S 89° 58' 51" W (Base Line) for a distance of 1115.01 feet to a 1/2 inch iron rod with capstamped "GDI-AMARILLO" set for the Southwest corner of this tract, whence a 1/2 inch iron rod with cap (4928) found for the Southeast corner of Fox Hollow Unit No. 2 as recorded in Volume 4437, Page 307, Official Public Records of Potter County, Texas bears S 89° 58' 51" W 236.33 feet;

Thence N 44° 56' 57" E for a distance of 7.07 feet to a 1/2 inch iron rod with cap stamped "GDI-AMARILLO" set for an interior point of this tract;

Thence N 00° 04' 56" W for a distance of 202.81 feet to a 1/2 inch iron rod with cap stamped "GDI-AMARILLO" set for an interior corner of this tract;

Thence S 89° 48' 58" W at a distance of 241.32 feet pass a 1/2 inch iron rod with cap (4928) found for the Northwest corner of said Fox Hollow Unit No. 2, continue on for a total distance of 798.73 feet to mag nail set in Pavillard Drive for the Southwest corner of this tract;

Thence N 00° 04' 05" W for a distance of 120.07 feet to a mag nail set for the most Southerly Northwest corner of this tract;

Thence N 89° 49' 12" E along the Southerly Right of Way line of Fox Terrier Avenue as filed for record in Volume 3797, Page 58, Official Public Records of Potter County, Texas, for a distance of 978.62 feet to a 1/2 inch iron rod with cap for stamped "GDI-AMARILLO" set for an interior corner of this tract;

Thence N 00° 11' 26" W on the East Right of Way line of Red Fox Street as recorded in said Volume 3797, Page 58, for a distance of 659.95 feet to a 1/2 inch iron rod with cap for stamped "GDI-AMARILLO" set for an exterior corner of Fox Hollow Unit No. 3 as filed for record in Volume 3767, Page 397, Official Public Records of Potter County, Texas, same being an interior corner of this tract;

Thence S 89° 49' 22" W on the North Right of Way line of Fox Hunt Avenue for a distance of 754.60 feet to a 1/2 inch iron rod with cap stamped "GDI-AMARILLO" set for the point of curvature to the left having a radius of 50.00 feet;

Thence Northwesterly on said curve to the left having an arc length of 85.06 feet and a chord bearing of N 85° 42' 58" W – 75.10 feet to a 1/2 inch iron rod found for the northerly corner of Lot 32, said Fox Hollow Unit No. 3;

Thence N 45° 32' 58" E for a distance of 177.90 feet to a 1/2 inch iron rod with cap stamped "GDI-AMARILLO" set for the Northwest corner of this tract, same being an interior corner of that certain tract or parcel of land as conveyed to Bluefish Amarillo Pipeline LLC by instrument and recorded in Clerk's File No. 2016086407, Official Public Records of Potter County, Texas;

Thence N 89° 49' 19" E on the South line of said Bluefish tract for a distance of 1633.64 feet to a 1/2 inch iron rod found for the Northeast corner of this tract, same being the Northwest corner of said Bintliff tract;

Thence S 00° 04' 56" E on the West line of said Bintliff tract, same being the East line of this tract for a distance of 1120.91 feet to the Point of Beginning. Said tract contains 29.75 acres of land, more or less.

**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 27th day of October, 2020 and **PASSED** on Second and Final Reading on this the 10th day of November, 2020.

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

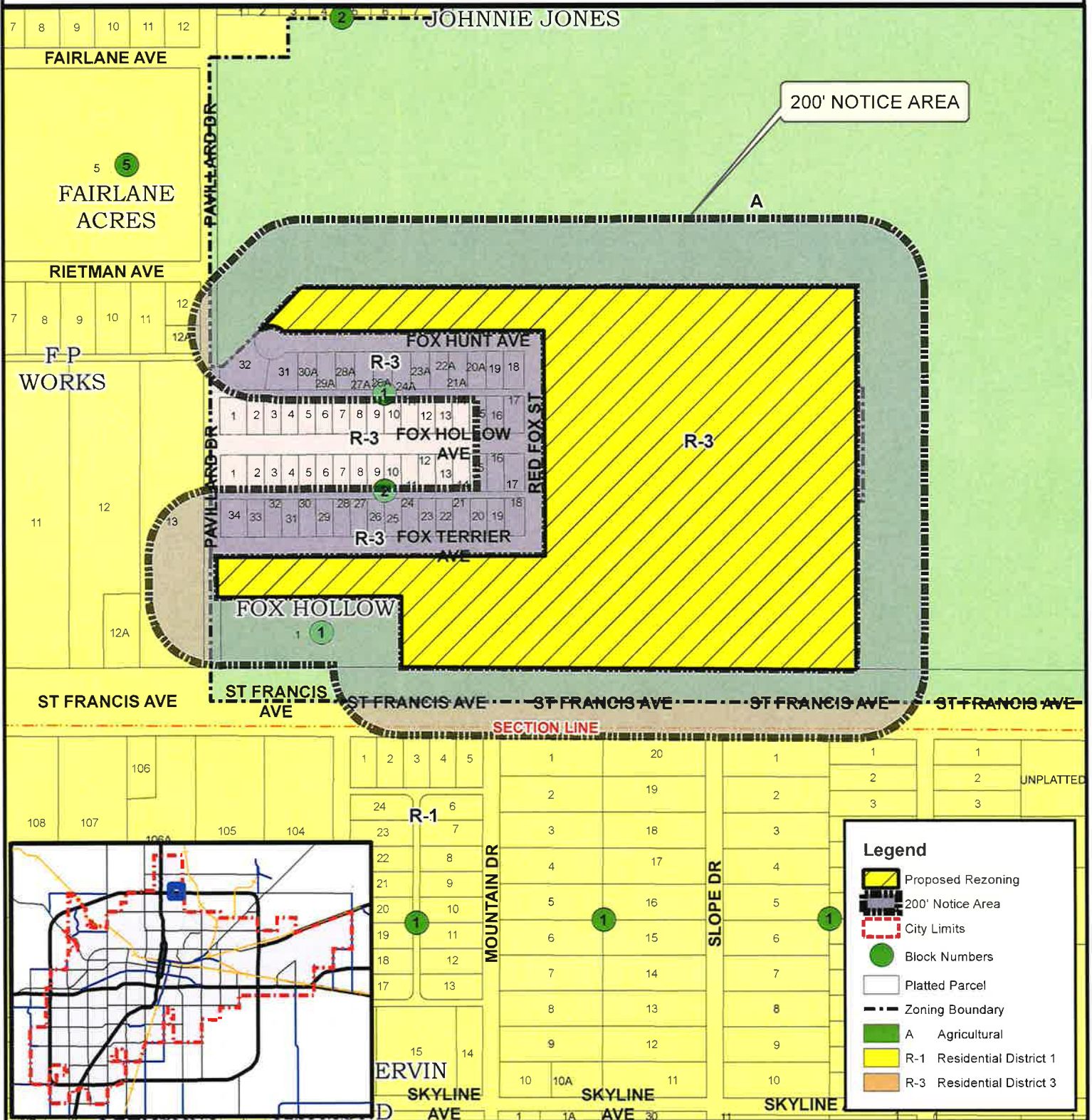
ATTEST:

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

APPROVED AS TO FORM:

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

# REZONING FROM A AND R-3 TO R-3



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 400 feet  
 Date: 9/11/2020  
 Case No: Z-20-21



Rezoning of 29.75 acre tract of unplatted land in Section 160, Block 2, A. B. & M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District and Residential District 3 to Residential District 3.

Applicant: Robbie Christie for Triple T Financing, Inc.  
 Vicinity: Pavillard Dr. and Fox Terrier Ave.

AP: O-7

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>	October 27, 2020	<b>Council Priority</b>	N/A
<b>Department</b>	Environmental Health, Development Services		
<b>Contact</b>	Anthony Spanel, Environmental Health Director		

### Agenda Caption

CONSIDERATION OF ORDINANCE NO. \_\_\_\_\_

(Contact: Anthony Spanel, Environmental Health Director)

Consideration of a Variance to distance regulations prohibiting the sale of alcoholic beverages within 300' of a public school. The City Council, as the governing body of the City of Amarillo, Texas and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, may grant a Variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33(a)(1) of the Texas Alcoholic Beverage Code) for alcohol sales at 2648 SW 34 Avenue.

Applicant: Liberty Powers for Pizzeria Nomad  
Vicinity 34<sup>th</sup> and Georgia St.

### Agenda Item Summary

The applicant is operating a pizzeria with a primary business model of on-premise consumption. In hopes of enhancing their menu, the applicant is proposing the sale of beer and wine for on-premise consumption. They currently are only able to allow customers to bring your own beverage (BYOB), which is not regulated by the City of Amarillo or the Texas Alcoholic Beverage Commission. The applicant has applied for and was ultimately denied an Alcoholic Beverage License (ABL). Denial of the ABL was based on the fact that the proposed site does not meet the minimum separation distance of 300' that a business selling alcoholic beverages needs to maintain from a public school (Coronado Elementary School 3210 Wimberly Rd.). The pizzeria is operating in an area zoned General Retail (GR) which allows for the use of a restaurant with on-premise alcohol sales. GR would not allow for >50% alcohol facilities (Bars) on the other hand.

As measured, the applicant's site is approximately 17.5' from Coronado Elementary School. Public and Private schools are measured using the "As the Crow Flies" method, in a direct line from the property line of the school to the property line of the proposed location. This method is uniquely different from churches as they are measured using the "Street Front" method, along the property lines of the street fronts and from front door to front door, and in a direct line across intersections. As such, the applicant is now requesting a variance.

The surrounding area currently has three (3) ABL's within the 300' setback to the school and those are:

- Toot N Totum - 3310 Wimberly Road – Issued Oct. 4, 1985 (Prior to the adoption of regulations)
  - ~17.5' property line to property line
- 34th Street Discount – 2514 SW 34<sup>th</sup> – Issued Dec. 29, 2004
  - ~72' property line to property line
- Toot N Totum – 3320 S. Georgia – Variance Granted Nov. 28, 2017
  - ~80' property line to property line

# Amarillo City Council

## Agenda Transmittal Memo



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Each of the above locations can continue to request an ABL moving forward and will be considered “grandfathered” for any subsequent request by another potential tenant. Each of these locations currently operate under an off-premise business model but once an ABL is issued, the location can switch from Off-Premise to On-Premise and is only subject to zoning restrictions at that point.

There are a couple exceptions to the 300’ minimum separation distance which are sales/transfers, renewals of existing licenses (treated as a sale/transfer) or a variance. In this instance, sales/transfers and renewal would not apply as this property has not had an Alcoholic Beverage License in the past leaving a Variance as the only option for the applicant. It is important to point out, that a previous variance request for a restaurant with a mixed beverage license at this location failed by a 2:3 vote of the City Council on October 3, 2003. Additionally, Amarillo Independent School District was notified of the requested Variance and the District has stated they are not in support of its issuance. AISD has a standing policy to not support any alcohol related requests regardless of the separation distance.

City Council may consider allowing a Variance if they find that enforcement of the regulation:

- Is not in the best interest of the public,
- Constitutes waste or inefficient use of land or other resources,
- Creates an undue hardship on an applicant for a license or permit,
- Does not serve its intended purpose,
- Is not effective or necessary, OR,
- Is, for any reason, after consideration of the health, safety, and welfare of the public and the equities of the situation, not in the best interest of the community.

The applicant provided reasoning for requesting the Variance (attached). Staff has summarized the applicant’s letter below:

The applicant plans to promote a family friendly environment within their business and does not expect alcohol sales to be a nuisance to the school. The ability to sale alcohol will enhance their menu and also increase tax revenue which circulates back into the community.

A map showing the location of the applicant’s site, Amarillo ISD Coronado Elementary and businesses who have current legal ABL’s is shown below:

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# Amarillo City Council Agenda Transmittal Memo



## Community Engagement Summary

N/A

## Staff Recommendation

N/A

## Pizzeria Nomad

2648 SW 34th Ave  
Amarillo, TX 79109  
(806) 477-9984  
liberty.powers@gmail.com

August 18, 2020

Andrew Freeman and,  
City Council of Amarillo

Greetings,

My name is Liberty Powers and I own Pizza Nomad, LLC, a food truck in Amarillo. We specialize in wood fired pizza and have been operating for a little over two years. The next phase of our local business strategy is to open a corner pizzeria on 34th and Georgia. We hope to be open to the public the first week of September.

I would like to pursue a TABC food/beverage permit for this location, but we require a variance in order to achieve this since our property line is less than 300 feet from Coronado Elementary School. We do not expect beverage sales to be a nuisance to the school and we will promote a family friendly environment in our establishment. The storefront is facing Georgia street, placing it on the opposite side of the shopping center from the entrance to the school.

We expect that the ability to serve beer and wine will enhance our menu and also increase the tax revenue which circulates back into the community from our local patrons. Thank you so much for your time and consideration in this matter. I've attached a copy of our site plan which outlines the specifics of our location.

Regards,



Liberty Powers

**Spanel, Anthony**

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**From:** Self, Kirk A <Kirk.Self@amaisd.org>  
**Sent:** Thursday, September 3, 2020 4:49 PM  
**To:** Spanel, Anthony  
**Cc:** Bourquin, Paul L; Marks, Terri  
**Subject:** Beverage Variance Request - 2648 SW 34th Ave. Pizzeria Nomad

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

Anthony-

Amarillo ISD would not be in support of the proposed business having a alcohol beverage License as this business does not meet the 300' setback property line to property line from Coronado Elementary School as stated in Texas Alcoholic Beverage Code 109.33.

Kirk Self  
Executive Director, Operations  
Amarillo ISD  
806-326-1122

DISCLAIMER: The Amarillo Independent School District does not discriminate on the basis of race, color, religion, age, gender, disability, national origin, military status, genetic information, or any other basis prohibited by law.  
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ORDINANCE NO. 7889

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR A VARIANCE TO DISTANCE REGULATIONS PROHIBITING THE SALE OF ALCOHOLIC BEVERAGES WITHIN THREE HUNDRED (300) FEET OF A PUBLIC SCHOOL IN ACCORDANCE WITH THE TEXAS ALCOHOLIC BEVERAGE CODE, SECTION 109.33(e), AND AMARILLO MUNICIPAL CODE, SECTION 14-3-5; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR CONTINUATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Liberty Powers, business owner of Pizzeria Nomad, located approximately at 34<sup>th</sup> and Georgia St., applied for a variance to distance regulations prohibiting the sale of alcoholic beverages within three hundred (300) feet of a public school, Coronado Elementary school;

**WHEREAS**, the Texas Alcohol Beverage Code, Section 109.33(a), enables cities to enact regulations prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a public school;

**WHEREAS**, the City of Amarillo, Texas, has enacted Section 14-3-5 of the City of Amarillo Municipal Code prohibiting the sale of alcoholic beverages by a dealer whose place of business is within three hundred (300) feet of a public school; and

**WHEREAS**, the Texas Alcoholic Beverage Code, Section 109.33(e), permits the governing body of a municipality to allow variances to the distance regulations in appropriate situations as listed below.

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

**SECTION 1.** The findings and recitations set out in the preamble to this Ordinance are found to be true and correct, and they are hereby adopted by the City Council and made a part hereof for all purposes.

**SECTION 2.** Variance. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, and after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines that enforcement of the distance regulation in this particular instance:

- \_\_\_\_\_ would not be in the best interest of the public.
- \_\_\_\_\_ would constitute waste or inefficient use of land or other resources.
- \_\_\_\_\_ would create an undue hardship on the applicant.
- \_\_\_\_\_ would not serve its intended purpose.
- \_\_\_\_\_ would not be effective or necessary.
- \_\_\_\_\_ would not be in the best interest of the community.

**SECTION 3.** The City Council hereby approves and grants a variance to Section 14-3-5 of the City of Amarillo Municipal Code, which was enacted pursuant to the Texas



Alcoholic Beverage Code, Section 109.33(a)(1), for the sale of alcoholic beverages for on and off-purpose consumption at 2648 SW 34<sup>th</sup> Ave. Amarillo, TX 79109.

**SECTION 4. Severability.** If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

**SECTION 5. Repealer.** All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

**SECTION 6. Continuation.** Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance repealed by this Ordinance.

**SECTION 7. Effective Date.** This Ordinance shall be 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 27th day of October 2020 and **PASSED** on Second and Final Reading on this the \_\_\_\_\_ day of November 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

C

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	
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<b>Department</b>	Legal	<b>Contact Person</b>	Bryan McWilliams, City Attorney
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### Agenda Caption

RESOLUTION BY THE CITY OF AMARILLO, TEXAS (“CITY”) SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH ATMOS ENERGY’S STATEMENT OF INTENT FILED ON OR ABOUT SEPTEMBER 30, 2020 WITH THE CITIES OF AMARILLO, CHANNING, DALHART, AND LUBBOCK.

### Agenda Item Summary

On about September 30, 2020 Atmos Energy Corporation (“Atmos” or “Company”) filed a Statement of Intent to increase rates within the incorporated areas of the cities of Amarillo, Lubbock, Dalhart and Channing (collectively the “Atmos Texas Municipalities (“ATM”) or “ALDC”) in its West Texas Division. Atmos seeks an increase of approximately \$8.3 million in revenues; this equates to an increase in annual revenue of about 7.7% including the cost of gas and approximately 10.8% excluding the cost of gas.

Atmos proposes an effective date of November 4, 2020, for its increased rates. The proposed resolution, if adopted, will suspend Atmos’s proposed effective date for the statutory time period of 90 days, to February 2, 2021.

### Requested Action

Approve the Resolution for the Mayor’s signature.

### Funding Summary

The City of Amarillo will pay the fees and expenses of its representatives and consultants.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval as presented.

## CITY JURISDICTION TO SET ATMOS’S RATES

By law, a city has exclusive original jurisdiction over a gas utility’s rates, services, and operations within the city limits. (Gas Utility Regulatory Act § 103.001). In the absence of an acceptable outcome, the company or City has a right to appeal the decision of the city council to the Railroad Commission of Texas. The Commission also has jurisdiction to set gas rates in unincorporated areas outside of municipalities.

Atmos’s application represents its first general rate case since 2012. Prior to this filing, Atmos sought annual increases in rates pursuant to the Gas Reliability Infrastructure Program (“GRIP”). However, Atmos has filed the maximum number of GRIP filings allowed by state law, thus, Atmos must now do a general rate case for a rate increase.

## BILL IMPACT

The effect on a customer’s bill under Atmos’s proposed rates within the cities, *including* the cost of gas, is as follows:

Class of Customer	Amarillo, Dalhart and Channing	Lubbock
Residential	7.88% increase	8.27% increase

# Amarillo City Council Agenda Transmittal Memo



<b>Commercial</b>	7.49% increase	6.19% increase
<b>Industrial</b>	3.7% decrease	4.31% increase
<b>Transportation</b>	5.09% increase	40.96% increase
<b>Public Authority</b>	5.04% increase	7.86% increase

The above figures are inclusive of the cost of gas except for the Transportation class of customers, for which Atmos does not assess a separate gas-cost charge. The effect on a customer’s bill from the increase in base rates, *excluding the cost of gas*, is as follows:

<b>Class of Customer</b>	<b>Amarillo, Dalhart and Channing</b>	<b>Lubbock</b>
<b>Residential</b>	10.76% increase	10.76% increase
<b>Commercial</b>	11.98% increase	9.57% increase
<b>Industrial</b>	7.35% decrease	8.89% increase
<b>Transportation</b>	5.09% increase	40.96% increase
<b>Public Authority</b>	8.46% increase	13.67% increase

Note that Atmos recovers costs directly within its control, through these base rates. The price of natural gas is a product of the market and not a cost that Atmos can directly control. Atmos purchases natural gas in the open energy markets and this cost is passed on to ratepayers through Atmos’s purchased-gas adjustment factor (“Rider GCA”). Because Atmos recovers the costs it directly controls through its base rates, the effect on a customer’s bill from the proposed change in Atmos’s base rates, the chart excluding gas costs is the better barometer of the impact of Atmos’s proposed increase in rates.

## REVENUE IMPACT

Assuming Atmos’s proposed increase is approved, the percentage change in revenue for each of its customer classes within the cities of Amarillo, Dalhart, Channing, and Lubbock is as shown below:

<b>Customer Class</b>	<b>Amarillo, Dalhart and Channing Reven Increase (excluding gas)</b>	<b>Amarillo, Dalhart and Channing Reven Increase (including gas)</b>	<b>Lubbock Revenue Increase (excluding gas)</b>	<b>Lubbock Revenue Increase (including gas)</b>
<b>Residential</b>	10.8%	7.9%	10.8%	8.3%
<b>Commercial</b>	12.0%	7.5%	9.6%	6.2%
<b>Industrial &amp; Transportation</b>	0.1%	0.1%	22.6%	14.1%
<b>Public Authority</b>	8.5%	5.0%	13.7%	7.9%

# Amarillo City Council Agenda Transmittal Memo



## CURRENT BASE RATES VERSUS PROPOSED BASE RATES:

Atmos proposes to reduce the monthly *customer charge* for all customer classes while increasing the *consumption charge* for all customer classes. The table below shows the design of Atmos’s current base rates and its proposed base rates:

Cust. Class		Amarillo, Dalhart and Channing				Lubbock			
		Current	Proposed	\$ Change	% Change	Current	Proposed	\$ Change	% Change
Resid.	Customer Charge	\$27.67	\$18.00	-\$9.67	-34.95%	\$27.67	\$18.00	-\$9.67	-34.95%
	Charge per CCF	\$0.09205	\$0.30556	0.21351%	231.95%	\$0.11738	\$0.37265	\$0.25527	217.47%
Comm.	Customer Charge	\$69.02	\$52.00	-\$17.02	-24.66%	\$69.02	\$52.00	-\$17.02	-24.66%
	Charge per CCF	\$0.11056	\$0.20310	\$0.8804	76.52%	\$0.10640	\$0.20310	\$0.8804	76.52%
Indust.	Customer Charge	\$808.18	\$535.00	-\$237.18	-33.8%	\$808.18	\$535.00	-\$237.18	-33.8%
	Charge per MMBTU	\$0.12386	\$0.13435	\$0.01049	8.47%	\$0.08426	\$0.13435	\$0.05009	59.45%
Trans.	Customer Charge	\$808.18	\$535.00	-\$237.18	-33.8%	\$808.18	\$535.00	-\$237.18	-33.8%
	Charge per MMBTU	\$0.12386	\$0.13435	\$0.01049	8.47%	\$0.08426	\$0.13435	\$0.05009	59.45%
Pub. Auth.	Customer Charge	\$200.59	\$52.00	-\$148.49	-74.06%	\$200.59	\$52.00	-\$148.49	-74.06%
	Charge per MMBTU	\$0.11796	\$0.26807	\$0.15011	127.26%	\$0.13740	\$0.26807	\$0.13067	95.1%

**The City must take action on Atmos’s Statement of Intent by November 4, 2020.** Absent such action, Atmos’s rates are deemed approved by operation of law. The City may *deny* Atmos’s proposed increase, in which case Atmos will immediately file an appeal to the Railroad Commission of Texas; or, the City may *suspend* Atmos’s proposed effective date for the statutorily allowed time of 90 days in order to allow the City’s representatives to attempt to reach an agreement with Atmos on its application to increase rates and avoid, if possible, an appeal and litigation at the Railroad Commission. As is noted below, **the City’s Special Counsel recommends that the City suspend** Atmos’s proposed effective date to provide the City’s Special Counsel an opportunity to evaluate Atmos’s request and to explore opportunities for an agreed resolution.

# Amarillo City Council

## Agenda Transmittal Memo



### **SUSPENSION**

Atmos's rate-filing package is voluminous. In order to have time to adequately review Atmos's application, the Council is advised to suspend Atmos's proposed effective date for ninety (90) days, as allowed by GURA. It is a virtual impossibility for the City to set just and reasonable rates without suspending the rate request for ninety days to study it with consultants. Suspension of Atmos's proposed effective date will permit its special regulatory counsel and experts an opportunity to perform a better review of Atmos's application. Further, should Atmos's notice prove to be deficient, then the statutory period can be extended by agreement with Atmos. Lastly, by agreement between the City and Atmos, the statutory suspension period may be extended for other reasons, such as negotiations.

### **COALITION**

In the Atmos-West Texas Division, the Atmos Texas Municipalities ("ATM") is comprised of Amarillo, Channing, Dalhart, and Lubbock. Alfred R. Herrera with the law firm of Herrera Law & Associates, PLLC, has previously represented the City as part of this group of cities in rate cases involving Atmos. The proposed Resolution continues that representation.

### **RATE CASE EXPENSE RECOVERY**

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. ATM's Special Counsel will submit monthly invoices to the coalition-designated city which will be forwarded to Atmos for reimbursement. No individual city's budget is negatively affected, and the coalition approach avoids duplication of consultant and legal fees.

It is recommended that the City continue its participation in the Atmos Texas Municipalities and retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to Atmos's rate case and, to advise the City with regard to Atmos's application, and that, if Atmos appeals the City's final decision to the Railroad Commission, the City intervene in the proceeding before the Railroad Commission of Texas, should such proceedings develop, and court appeals, if any.

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

**RESOLUTION BY THE CITY OF AMARILLO, TEXAS (“CITY”) SUSPENDING THE EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH ATMOS ENERGY’S STATEMENT OF INTENT FILED WITH THE CITIES OF AMARILLO, CHANNING, DALHART, AND LUBBOCK; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE**

**WHEREAS**, Atmos Energy (“Atmos” or “Company”) filed a Statement of Intent with the City on or about September 30, 2020, to change its rate schedules within the corporate limits of this municipality, specifically to increase its annual revenue requirement by approximately \$8.3 million, which equates to an increase in annual revenue of approximately 10.8% excluding the cost of gas; and

**WHEREAS**, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over Atmos’s rates, operations, and services within the municipality; and

**WHEREAS**, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Atmos’s rate request and its changes in tariffs it is prudent to coordinate the City’s efforts with a coalition of similarly situated municipalities. In matters regarding applications by Atmos to change rates, the cities of Amarillo, Channing, Dalhart, and Lubbock have in the past coordinated their review of Atmos’s rates and join to form an alliance of cities collectively known as Atmos Texas Municipalities (“ATM”); and

**WHEREAS**, Atmos’s rate request consists of a voluminous amount of information including Atmos’s rate-filing package, exhibits, schedules, and workpapers; and

**WHEREAS**, Atmos’s rate application is the Company’s first general rate case since about 2012, and follows annual increases approved under the Gas Reliability Improvement Program (“GRIP”); and

**WHEREAS**, Atmos proposed November 4, 2020, as the effective date for its requested increase in rates and it is not reasonably possible for the City to complete an adequate review of Atmos's filing before that date; and

**WHEREAS**, the City will need time to review and evaluate Atmos's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to Atmos's requested rate increase. The City will require the assistance of specialized legal counsel and rate experts to review the merits of Atmos's application to increase rates; and

**WHEREAS**, if Atmos submits a corresponding application with the Railroad Commission of Texas or appeals the City's action to the Railroad Commission of Texas, the decision of the Railroad Commission of Texas will have a direct impact on the City and its citizens who are customers of Atmos, and in order for the City's participation to be meaningful it is important that the City intervene in any such proceedings at the Railroad Commission of Texas related to Atmos's application to increase rates.

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

**SECTION 1.** The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

**SECTION 2.** Atmos's proposed effective date for its proposed increase in rates is hereby SUSPENDED for ninety days beyond November 4, 2020, to February 2, 2021.

**SECTION 3.** The statutory suspension period may be further extended if Atmos does not provide timely and meaningful, and proper public notice of its request to increase rates, if its rate-filing package is materially deficient, or by agreement.

**SECTION 4.** The City shall coordinate its review of Atmos Energy's proposed increase with the other cities collectively referred to as the alliance of Atmos Texas Municipalities ("ATM"), and authorizes intervention in proceedings related to Atmos's Statement of Intent before the Railroad Commission of Texas and related proceedings in courts of law; and

**SECTION 5.** The City hereby orders Atmos to reimburse the City's rate case expenses consistent with the Gas Utility Regulatory Act and that Atmos shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or related to proceedings involving Atmos before the City, the Railroad Commission of Texas, or any court of law.

**SECTION 6.** Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Atmos before the City, the Railroad Commission of Texas, or any court of law, and to retain such experts as reasonably may be necessary to review Atmos's rate application, subject to approval by the City.

**SECTION 7.** The City shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Atmos for reimbursement.

**SECTION 8.** A copy of this resolution shall be sent to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Parkway, Austin, Texas 78756, and a courtesy copy to Atmos's local representative.

**SECTION 9.** The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**SECTION 10.** This resolution shall become effective from and after its passage.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**ATTEST:**

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



**AGENDA INFORMATION SHEET**  
**ITEM NO. \_\_\_\_\_**

**SUSPENSION OF ATMOS ENERGY’S PROPOSED EFFECTIVE DATE  
RELATED TO ITS REQUEST TO INCREASE RATES SUBMITTED  
TO THE CITY ON SEPTEMBER 30, 2020**

**BACKGROUND**

On about September 30, 2020 Atmos Energy Corporation (“Atmos” or “Company”) filed a Statement of Intent to increase rates within the incorporated areas of the cities of Amarillo, Lubbock, Dalhart and Channing (collectively the “Atmos Texas Municipalities (“ATM”) or “ALDC”) in its West Texas Division. Atmos seeks an increase of approximately \$8.3 million in revenues; this equates to an increase in annual revenue of about 7.7% including the cost of gas and approximately 10.8% excluding the cost of gas.

Atmos proposes an effective date of November 4, 2020, for its increased rates. The proposed resolution, if adopted, will suspend Atmos’s proposed effective date for the statutory time period of 90 days, to February 2, 2021.

Atmos’s application represents its first general rate case since 2012. Prior to this filing, Atmos sought annual increases in rates pursuant to the Gas Reliability Infrastructure Program (“GRIP”). However, Atmos has filed the maximum number of GRIP filings allowed by state law, thus, Atmos must now do a general rate case for a rate increase.

**CITY JURISDICTION TO SET ATMOS’S RATES**

By law, a city has exclusive original jurisdiction over a gas utility’s rates, services, and operations within the city limits. (Gas Utility Regulatory Act § 103.001). In the absence of an acceptable outcome, the company or City has a right to appeal the decision of the city council to the Railroad Commission of Texas. The Commission also has jurisdiction to set gas rates in unincorporated areas outside of municipalities.

**BILL IMPACT**

The effect on a customer’s bill under Atmos’s proposed rates within the cities, *including* the cost of gas, is as follows:

<b>Class of Customer</b>	<b>Amarillo, Dalhart and Channing</b>	<b>Lubbock</b>
<b>Residential</b>	7.88% increase	8.27% increase
<b>Commercial</b>	7.49% increase	6.19% increase
<b>Industrial</b>	3.7% decrease	4.31% increase
<b>Transportation</b>	5.09% increase	40.96% increase
<b>Public Authority</b>	5.04% increase	7.86% increase

The above figures are inclusive of the cost of gas except for the Transportation class of customers, for which Atmos does not assess a separate gas-cost charge. The effect on a customer's bill from the increase in base rates, *excluding the cost of gas*, is as follows:

<b>Class of Customer</b>	<b>Amarillo, Dalhart and Channing</b>	<b>Lubbock</b>
<b>Residential</b>	10.76% increase	10.76% increase
<b>Commercial</b>	11.98% increase	9.57% increase
<b>Industrial</b>	7.35% decrease	8.89% increase
<b>Transportation</b>	5.09% increase	40.96% increase
<b>Public Authority</b>	8.46% increase	13.67% increase

Note that Atmos recovers costs directly within its control, through these base rates. The price of natural gas is a product of the market and not a cost that Atmos can directly control. Atmos purchases natural gas in the open energy markets and this cost is passed on to ratepayers through Atmos's purchased-gas adjustment factor ("Rider GCA"). Because Atmos recovers the costs it directly controls through its base rates, the effect on a customer's bill from the proposed change in Atmos's base rates, the chart excluding gas costs is the better barometer of the impact of Atmos's proposed increase in rates.

#### **REVENUE IMPACT**

Assuming Atmos's proposed increase is approved, the percentage change in revenue for each of its customer classes within the cities of Amarillo, Dalhart, Channing, and Lubbock is as shown below:

<b>Customer Class</b>	<b>Amarillo, Dalhart and Channing Revue Increase (excluding gas)</b>	<b>Amarillo, Dalhart and Channing Revue Increase (including gas)</b>	<b>Lubbock Revenue Increase (excluding gas)</b>	<b>Lubbock Revenue Increase (including gas)</b>
<b>Residential</b>	10.8%	7.9%	10.8%	8.3%
<b>Commercial</b>	12.0%	7.5%	9.6%	6.2%
<b>Industrial &amp; Transportation</b>	0.1%	0.1%	22.6%	14.1%
<b>Public Authority</b>	8.5%	5.0%	13.7%	7.9%

**CURRENT BASE RATES VERSUS PROPOSED BASE RATES:**

Atmos proposes to reduce the monthly *customer charge* for all customer classes while increasing the *consumption charge* for all customer classes. The table below shows the design of Atmos’s current base rates and its proposed base rates:

Cust. Class		Amarillo, Dalhart and Channing				Lubbock			
		Current	Proposed	\$ Change	% Change	Current	Proposed	\$ Change	% Change
Resid.	Customer Charge	\$27.67	\$18.00	-\$9.67	-34.95%	\$27.67	\$18.00	-\$9.67	-34.95%
	Charge per CCF	\$0.09205	\$0.30556	0.21351%	231.95%	\$0.11738	\$0.37265	\$0.25527	217.47%
Comm.	Customer Charge	\$69.02	\$52.00	-\$17.02	-24.66%	\$69.02	\$52.00	-\$17.02	-24.66%
	Charge per CCF	\$0.11056	\$0.20310	\$0.8804	76.52%	\$0.10640	\$0.20310	\$0.8804	76.52%
Indust.	Customer Charge	\$808.18	\$535.00	-\$237.18	-33.8%	\$808.18	\$535.00	-\$237.18	-33.8%
	Charge per MMBTU	\$0.12386	\$0.13435	\$0.01049	8.47%	\$0.08426	\$0.13435	\$0.05009	59.45%
Trans.	Customer Charge	\$808.18	\$535.00	-\$237.18	-33.8%	\$808.18	\$535.00	-\$237.18	-33.8%
	Charge per MMBTU	\$0.12386	\$0.13435	\$0.01049	8.47%	\$0.08426	\$0.13435	\$0.05009	59.45%
Pub. Auth.	Customer Charge	\$200.59	\$52.00	-\$148.49	-74.06%	\$200.59	\$52.00	-\$148.49	-74.06%
	Charge per MMBTU	\$0.11796	\$0.26807	\$0.15011	127.26%	\$0.13740	\$0.26807	\$0.13067	95.1%

**ACTION REQUIRED BY November 4, 2020**

**The City must take action on Atmos’s Statement of Intent by November 4, 2020.**

Absent such action, Atmos’s rates are deemed approved by operation of law. The City may *deny* Atmos’s proposed increase, in which case Atmos will immediately file an appeal to the Railroad Commission of Texas; or, the City may *suspend* Atmos’s proposed effective date for the statutorily allowed time of 90 days in order to allow the City’s representatives to attempt to reach an agreement with Atmos on its application to increase rates and avoid, if possible, an appeal and litigation at the Railroad Commission. As is noted below, **the City’s Special Counsel recommends that the City suspend** Atmos’s proposed effective date to provide the City’s Special Counsel an opportunity to evaluate Atmos’s request and to explore opportunities for an agreed resolution.

**SUSPENSION**

Atmos’s rate-filing package is voluminous. In order to have time to adequately review Atmos’s application, the Council is advised to suspend Atmos’s proposed effective date

for ninety (90) days, as allowed by GURA. It is a virtual impossibility for the City to set just and reasonable rates without suspending the rate request for ninety days to study it with consultants. Suspension of Atmos's proposed effective date will permit its special regulatory counsel and experts an opportunity to perform a better review of Atmos's application. Further, should Atmos's notice prove to be deficient, then the statutory period can be extended by agreement with Atmos. Lastly, by agreement between the City and Atmos, the statutory suspension period may be extended for other reasons, such as negotiations.

#### **COALITION**

In the Atmos-West Texas Division, the Atmos Texas Municipalities ("ATM") is comprised of Amarillo, Channing, Dalhart, and Lubbock. Alfred R. Herrera with the law firm of Herrera Law & Associates, PLLC, has previously represented the City as part of this group of cities in rate cases involving Atmos. The proposed Resolution continues that representation.

#### **RATE CASE EXPENSE RECOVERY**

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. ATM's Special Counsel will submit monthly invoices to the coalition-designated city which will be forwarded to Atmos for reimbursement. No individual city's budget is negatively affected, and the coalition approach avoids duplication of consultant and legal fees.

#### **RECOMMENDATION**

It is recommended that the City continue its participation in the Atmos Texas Municipalities and retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to Atmos's rate case and, to advise the City with regard to Atmos's application, and that, if Atmos appeals the City's final decision to the Railroad Commission, the City intervene in the proceeding before the Railroad Commission of Texas, should such proceedings develop, and court appeals, if any.

The recommendation is also to suspend Atmos's proposed effective date of November 4, 2020, for the statutorily allowed period. Assuming Atmos's notice meets the statutory criteria for sound notice, the suspension period runs until February 2, 2020.

**The City must take action no later than November 4, 2020. If the City does not take action by November 4, 2020, Atmos's proposed rates will be deemed approved by operation of law, subject to the City's right to hold a hearing to address Atmos's rate application.**

D



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Kevin Starbuck, Deputy City Manager		

### Agenda Caption

CONSIDER APPROVAL – PURCHASE THE PROPERTY AT 850 MARTIN ROAD  
 (Contact: Kevin Starbuck, Deputy City Manager)  
 This item is the purchase of improved property at 850 Martin Road for the expansion of Public Health. The property includes a 16,900 sq. ft. building constructed in 2006 for use as clinical space for Regence Health Network. The purchase is from Lazy S Ranches, LLC in the amount of \$1,500,000 plus closing costs using Public Health Delivery System Reform and Incentive Payment (DSRIP) funding.

### Agenda Item Summary

This item will purchase the improved property at 850 Martin Road in the amount of \$1,500,000 plus closing costs from Lazy S. Ranches, LLC. The property includes a 16,900 sq. ft. building constructed in 2006 for use as clinical space for Regence Health Network; vacated in 2018. The property will be used for the expansion of Public Health services to address core challenges identified in the community health assessment. The building in its current configuration offers 24 exam rooms plus pharmacy, dental, and medical office spaces. The building will require renovation (estimated at \$500,000) and furnishings, fixtures, and equipment (estimated at \$500,000). The facility is located adjacent to the current Public Health facility at 1000 Martin Road.

### Requested Action

Approval to purchase the property at 850 Martin Road.

### Funding Summary

The funding for the purchase of this property is from the Public Health DSRIP fund balance.

### Community Engagement Summary

The Community Health Assessment serves as the basis for guiding delivery of public health services to the community.

### Staff Recommendation

Staff recommends the approval to purchase the property at 850 Martin Road in the amount of \$1,500,000 plus closing costs, authorizing the City Manager to execute the contract.

# Amarillo City Council Agenda Transmittal Memo



E

<b>Meeting Date</b>	October 27, 2020	<b>Council Priority</b>	Redevelopment
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<b>Department</b>	Planning and Development Services	<b>Contact Person</b>	Andrew Freeman, Managing Director – Planning and Development Services
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## Agenda Caption

Approval - Center City Tax Increment Reinvestment Zone #1 Developer Agreement for Sharpened Iron Studios, LLC:

This item approves a Center City Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement with Sharpened Iron Studios, LLC for a commercial project to be located at 1314 S. Polk Street. A \$50,000 reimbursable grant at project completion and a 90% property tax rebate through 2036.

## Agenda Item Summary

This project consists of rehabilitating an existing 43,332 +/- square feet located on the south side of the Amarillo College Downtown Campus, while also constructing a new 30,000+ square feet building on the south parking lot. Total private investment into the project is \$15,000,000 with \$10,000,000 in the first phase. The project will be used for a Hollywood level television, video, and movie production studio. The studio will also coordinate with Amarillo College to launch a film and productions art school. This redevelopment project meets the goals of the Downtown Strategic Action Plan and TIRZ #1 Project and Financing Plan by developing commercial square footage within the zone and attracting new commercial uses.

The Tax Reimbursement Developer Agreement stipulates a 90% reimbursement of annual increment generated by the project's ad valorem tax revenue above the base year 2020, through the year 2036. The Board also approved a \$50,000 grant that is reimbursable upon project completion. Based on the level of capital investment and number of jobs created (40), this project meets the requirements of the City's incentive guidelines for this level of rebate.

## Requested Action

Approve as presented. This was approved by the TIRZ #1 board 6-0-1 during their October 8, 2020 Board meeting. It was also presented to the Potter County Commissioners for comments on October 26, 2020.

## Funding Summary

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

## Community Engagement Summary

Public TIRZ Board meeting held on October 8, 2020

## Staff Recommendation

Staff recommends approval as presented

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

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

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

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

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

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

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

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

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

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

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

**Section 1. Site**

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

**Section 2. Project & Financing**

The project involves redevelopment of 43,332+/- square feet of an existing building and construction of a new 30,000+ square foot building on multiple lots located at 1314 S. Polk into a television, video, and movie production studio (the "Private Improvements"), which are more particularly described on Exhibit B-1.

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

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

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of ninety percent (90%) of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue until the 2036 tax year, in addition to a \$50,000 cash grant due at completion of the project.

Reimbursements will start on the second full valued tax year following project completion. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

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

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

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

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

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

### **Section 5. Term**

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) final reimbursement made on 2036 taxes.

### **Section 6. Exhibits**

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

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

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



design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**Section 8. Indemnity**

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

**Section 9. M/WBE Goals**

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

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

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

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

**Section 11. Venue and Governing Law**

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

**Section 12. Notices**

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

**If intended for Zone, to:**

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

**If intended for Developer, to:**

Sharpened Iron Studios, LLC  
Sean Doherty  
Member  
1314 S. Polk Street  
Amarillo, TX 79101

**Copy to:**

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

**Copy to:**

Same as Developer

**Section 12. Severability**

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

**Section 13. Counterparts & Signatures**

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

**Section 14. Captions**

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

**Section 15. Successors and Assigns**

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

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

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

**Section 17. Entire Agreement**

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



**Exhibit A**  
**Map of TIRZ Boundary, Site Location, Concept Plan**



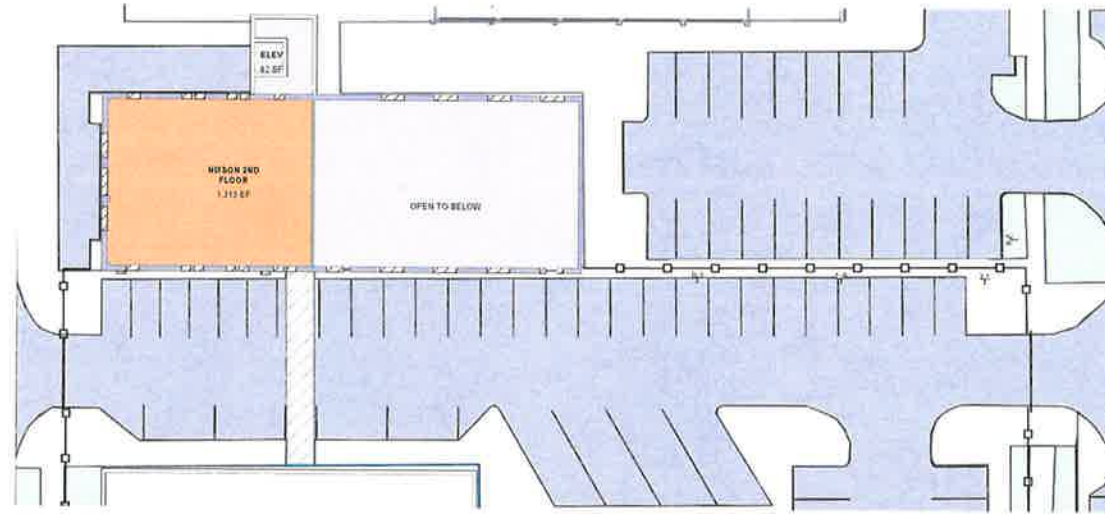
**SITE LEGAL DESCRIPTION**

Amarillo College Downtown Campus, 1314 S. Polk, and legally describe as:

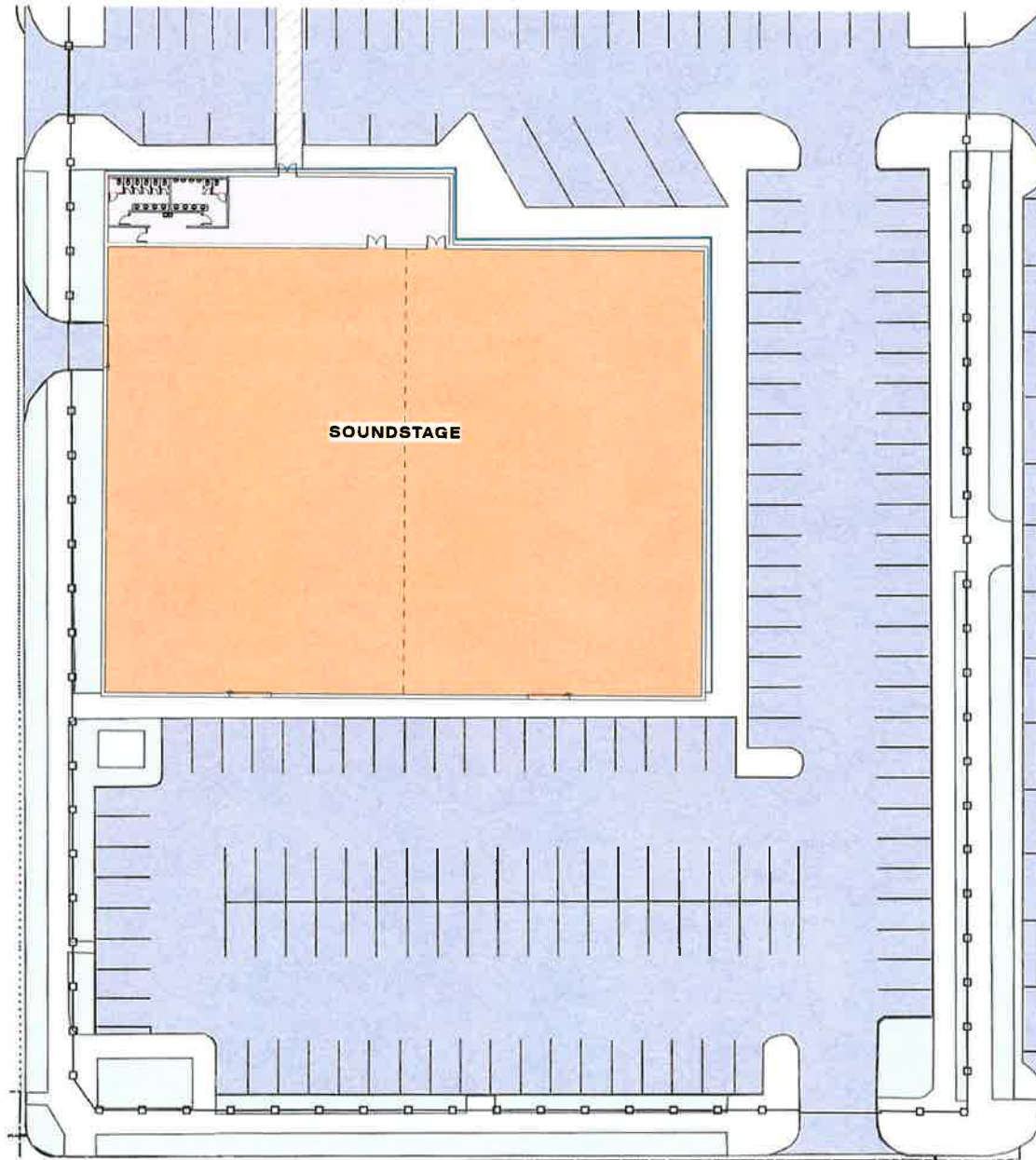
<b>LOTS</b>	<b>1-4</b>
<b>BLOCK</b>	<b>182 and 197</b>
<b>ADDITION</b>	<b>Plemons</b>
<b>CITY</b>	<b>Amarillo, Texas</b>
<b>COUNTY</b>	<b>Potter County, Texas</b>



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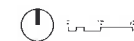


**SECOND FLOOR**



ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

FIRST FLOOR



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

**SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED**

Developer promises to redevelop the existing building and build new construction, resulting in the following improvements to the Property described in Exhibit A:

Business/Land Use	<u>Redevelopment of 43,332+/- square feet of an existing building and construction of a new 30,000+ square foot building on multiple lots located at 1314 S. Polk into a television, video, and movie production studio</u>
-------------------	---

**SECTION 2. FINANCIAL ANALYSIS**

Analysis indicates the financial feasibility of the Project is negatively affected due to the fiscal impacts created with the renovation and conversion of existing buildings located on the south end of the Amarillo College Downtown Campus, as well as constructing a new building on the south parking lot. The proposed developer agreement will encourage and support the Project and is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate un- and under-employment in the Zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

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

**SECTION 3. DEVELOPER'S OBLIGATIONS**

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

- Secure not less than \$10,000,000 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B-1 and the Agreement to which it is attached.
- Anticipate the first reimbursement no earlier than June 1, 2023 based on 2022 property tax statements. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

[THIS SPACE LEFT BLANK INTENTIONALLY]