

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, MARCH 9, 2021 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.

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. The Zoom link to join the meeting is: <https://amarillo.zoom.us/j/82698502410> and the conference bridge number for Zoom is: Telephone # 3462487799 when prompted for meeting ID enter: 82698502410#. 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: Patrick Miller

PROCLAMATION: “National Transit Driver Appreciation Day”
“Memorializing Victims and Survivors of Coronavirus”

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 # 3462487799 when prompted for meeting ID enter: 82698502410#.

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. Utility Billing Mobile Unit Presentation;
 - D. Presentation and Discussion of the Amarillo Police Department 2020 Annual Racial Profiling Report;
 - E. Discuss Proposed Animal Management & Welfare Breeder's Ordinance; and
 - F. 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 February 23, 2021.

B. **CONSIDER RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 UNITED STATES TEAM PENNING ASSOCIATION WORLD CHAMPIONSHIP EVENT:**

(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the qualifying event.

C. **CONSIDER RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 COWBOY MOUNTED SHOOTING ASSOCIATION WORLD AND AMERICAN QUARTER HORSE ASSOCIATION WORLD OF MOUNTED SHOOTING HORSES EVENT:**

(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the qualifying event.

D. **CONSIDER RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 WORKING RANCH COWBOYS ASSOCIATION’S WORLD CHAMPIONSHIP RANCH RODEO:**

(Contact: Sherman Bass, Civic Center Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

E. **CONSIDER APPROVAL – COMMUNITY AND CLINICAL HEALTH BRIDGE GRANT:**

(Contact: Casie Stoughton, Public Health Director)

Grant Amount: \$500,000

Grantor: Texas Department of State Health Services

This item accepts this two (2) year award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to provide obesity and related chronic disease prevention programming.

F. **CONSIDERATION ACCEPTANCE -- INFECTIOUS DISEASE SURVEILLANCE (IDCU/SUR) GRANT:**

(Contact: Casie Stoughton, Public Health Director)

Grant Amount: \$169,209 over two years

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

- G. **CONSIDER APPROVAL – PURCHASE OF RADIOLOGICAL SAFETY EQUIPMENT:**
 (Contact: Chip Orton, Director of Emergency Management)
 Award to: US Scientific Sales for Ludlum Measurements, Inc. -- \$76,232.13
 This item is consideration for purchasing replacement radiological monitoring equipment and training for the Office of Emergency Management (OEM), Amarillo Fire Department (AFD), and Amarillo Police Department (APD). Funding for this equipment is provided through the U.S. Department of Energy (DOE), Agreement-in-Principle (AIP) grant program.
- H. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT WITH BORGER FIRE DEPARTMENT FOR USE OF AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY:**
 (Contact: Sam Baucom, Deputy Fire Chief)
 This item is to consider approval of an interlocal agreement between the City of Amarillo and Borger Fire Department for use of the AFD Training Facility located at 12400 Northeast 8th Avenue.
- I. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT:**
 (Contact: Johnny Scholl, Deputy Building Official)
 SAFEbuilt Texas, LLC -- Not to exceed \$300,000
 This professional services agreement is for SAFEbuilt to continue providing commercial plan review services for the Building Safety Department in order to allow time to train new staff. In the past the department had three commercial plans examiners. This section of the department has seen complete turnover in the last 18 months. The department has continued to hire and reassign staff to fill the commercial plan review need, but it takes time to fully train staff on all aspects of plan review. By having the opportunity to use SAFEbuilt, we are able to provide good customer service to the citizens of Amarillo while in this transitional period.
- J. **CONSIDER AWARD – SOFTWARE MAINTENANCE:**
 (Contact: Rich Gagnon, IT Director)
 Open Text, Inc. -- \$98,259.24
 This purchase renews annual vendor-provided support and maintenance for Open Text eDOCS software which is utilized by all City departments for document management and retention.
- K. **CONSIDER PURCHASE – REPLACEMENT VEHICLE AND EQUIPMENT FOR PARKS MAINTENANCE AND GOLF OPERATIONS:**
 (Contact: Glenn Lavender, Fleet Services Superintendent)
 Award to: Various vendors as listed below
- | | |
|--|--------------------|
| Professional Turf Products Inc. - | |
| Lines 3,6,7,10,11,12,20,23,25,26,27&28 | \$805,431.19 |
| Austin Turf & Tractor - Lines 4,8,9&17 | \$105,639.53 |
| James Bros Implement Co. Inc. - | |
| Lines 1,2,13,14,16&21 | \$161,788.00 |
| Amarillo Outdoor Power Equipment - | |
| Lines 5,15&22 | \$67,636.00 |
| Western Equipment - Line 19 | \$28,416.72 |
| Kut Kwick - Line 18 | <u>\$63,071.00</u> |
| Total purchase request | \$1,231,982.44 |
- This item is the scheduled replacement of various grounds maintenance equipment, mowers, utility carts, greens mowers, field and turf sweeper/core collector, and fertilizer spreader.

- L. **CONSIDER PURCHASE – REDI- MIX CONCRETE:**
(Contact: Chris Mitchell, Street Superintendent)
Thomas Redi-Mix Company, Inc. -- \$366,866.00
This item awards a contract for the purchase of redi-mix concrete used by the Street Division primarily for the repair of utility cuts in streets, alleys, and other miscellaneous projects.
- M. **CONSIDER PURCHASE – POLICE TRAINING USE OF FORCE SIMULATOR:**
(Contact: Chief Martin Birkenfeld, Amarillo Police Chief)
TI Training LE LLC -- \$128,550.00
This item purchases and installs a law enforcement use of force simulator. This simulator will allow officers to practice critical decision-making skills in realistic immersive situations.
- N. **CONSIDER APPROVAL – STREET DEDICATION:**
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item is a dedication of a 1.76 acre tract of land for public right-of-way purposes in Section 93, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Northeast 24th Avenue.)

3. **NON-CONSENT ITEMS:**

- A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7913:**
(Contact: Kevin Carter, President and CEO of AEDC)
This item is a public hearing and first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 13 for commercial and industrial tax abatement. The zone is approximately 55 acres in the vicinity of South Georgia Street and Loop 335.

4. **EXECUTIVE SESSION:**

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

- 1) Section 551.087 – Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act:
 - (a) 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 #19-10-01 (Corporate Headquarters) and Project #20-06-04 (Manufacturing).
- 2) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
 - (a) Sale of real property located in the northwest quadrant of the TIRZ #1 Boundary.

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

Posted this 5th day of March 2021.

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 23rd day of February 2021, 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 Greg Dowell, Central Church of Christ.

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

ANNOUNCEMENT: Mr. Miller introduced the new Assistant Director of Community Development, Stephanie Rodarte-Suto.

PUBLIC ADDRESS: There were no comments.

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus Update;
- C. Discuss Animal Management & Welfare Proposed Breeder’s Ordinance;
- D. Discuss Tri-State Master Plan;
- E. Canadian River Municipal Water Authority (CRMWA) Update; and
- F. Request future agenda items and reports from City Manager.

ITEM 2: CONSENT ACTION ITEMS:

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 February 9, 2021.
- B. **CONSIDERATION OF ORDINANCE NO. 7910:**
(Contact: Laura Storrs, Assistant City Manager)
This item is the second and final reading of an ordinance to amend the City of Amarillo 2019/2020 Budget.
- C. **CONSIDERATION OF ORDINANCE NO. 7911:**
(Contact: Donny Hooper, Assistant Director of Public Works)
This is the second and final reading of an ordinance amending Chapter 8-3 to provide for a civil nuisance for certain unlawful dumping, creating a civil penalty for certain unlawful dumping, and providing for civil cost recovery for illegal dumping.

D. **CONSIDER APPROVAL – PURCHASE OF VARIOUS VEHICLES AND EQUIPMENT:**

(Contact: Jason Jupe, Fleet Services Assistant Superintendent)

Caldwell Country Ford \$1,295,831.00

Sam Packs Five Star Ford \$773,714.00

Caldwell Country Chevrolet \$599,765.00

Grapevine Dodge Chrysler Jeep \$231,827.00

Total Bid for Vehicles \$2,901,137.00

This item is a purchase of various Police, Administrative, Passenger Van, ½ Ton Pick-ups, ¾ and 1 ton light trucks with service bodies, aerial man lift and dump beds.

E. **CONSIDER PURCHASE – FERTILIZER CONTRACT:**

(Contact: Michael Kashuba, Director of Parks and Recreation)

Award to low responsive bidders as follows:

SKRT.INC DBA Pro Chem \$29,656.20

Line(s) Item - 1,10,11,12

Harrell's LLC \$69,935.20

Line(s) Item – 2,3,6,7

BWI Dallas/Fort Worth \$32,963.70

Line(s) Item – 4,5,8,9

Total Award \$132,555.10

This item approves the annual purchase of various fertilizers that are used throughout the year at Ross Rogers and Comanche Trail Golf Complexes as well as the Park Maintenance Division.

F. **CONSIDER APPROVAL -- PROFESSIONAL SERVICES AGREEMENT ADDITIONAL DESIGN SERVICES FOR LIFT STATION 32:**

(Contact: Kyle Schniederjan, Director of CP&DE)

Kimley-Horn and Associates, Inc. -- \$90,700.00

This item is to consider approval of the professional agreement which includes services in the scope of work to provide: 1) final design phase services, and 2) bid phase services.

G. **CONSIDER APPROVAL -- PROFESSIONAL SERVICES AGREEMENT DESIGN AND CONSTRUCTION PHASE SERVICES OF NORTHEAST INTERCEPTOR:**

(Contact: Kyle Schniederjan, Director of CP&DE)

Kimley-Horn and Associates -- \$5,248,300.00

This item is to consider approval of a professional engineering services agreement for the planning, design, procurement, and construction services phases of the northeast wastewater interceptor line. This line is essential for future City growth and economic development including the future expansion of Centerport. The primary purpose of the line will be to serve or provide relief in underserved areas of the east side of the City and provide long term stability in service to existing and future customers of the highly regulated wastewater collection system as identified in multiple studies and evaluations.

H. **CONSIDER APPROVAL -- POLICE VEHICLE EQUIPMENT AND INSTALLATION SERVICES TO UPFIT POLICE VEHICLES:**

(Contact: Martin Birkenfeld, Chief of Police)

Defender Supply, LLC -- \$256,538.35

This item purchases the equipment and installation for 22 Ford Police Interceptor Utility Vehicles.

I. **CONSIDER APPROVAL – PURCHASE OF DECORATIVE STREET LIGHTS FOR DOWNTOWN:**

(Contact: Trent Davis, Purchasing Agent)

Techline, Inc. -- \$99,409.00

This item is to consider the award of decorative street lights for Downtown. These lights are for West Texas A&M University (Red Wine Color).

J. **CONSIDERATION ACCEPTANCE – RLSS-LOCAL PUBLIC HEALTH SERVICES GRANT:**

(Contact: Casie Stoughton, Public Health Director)

Grant Amount: \$223,488 over two years

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

K. **CONSIDER ACCEPTANCE – HANSEN'S GRANT:**

(Contact: Casie Stoughton, Public Health Director)

Grant Amount: \$18,500.00

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from April 1, 2021 thru March 31, 2022 to continue funding to prevent and control the transmission of Hansen's Disease.

L. **CONSIDER AWARD – CONTRACT FOR RANDALL COUNTY TO ASSESS AND COLLECT CITY OF AMARILLO TAXES:**

(Contact: Laura Storrs, Assistant City Manager)

Randall County – Annual fee based on prior year costs

This contract is for assessment and collection of City of Amarillo taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

M. **CONSIDER AWARD – CONTRACT FOR RANDALL COUNTY TO ASSESS AND COLLECT PUBLIC IMPROVEMENT DISTRICT (PID) TAXES:**

(Contact: Laura Storrs, Assistant City Manager)

Randall County – Annual fee based on prior year costs

This contract is for assessment and collection of PID taxes and will remain in effect indefinitely. Either party has the right to terminate the contract with proper notice.

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 authorizing the City of Amarillo to submit project 4088002 Regional Real Time Crime Center to the Office of the Governor through the FY2022 Project Safe Neighborhood grant program. The project application is in the amount of \$105,000 for equipment. This item was presented by Jared Miller, City Manager, Kevin Starbuck, Deputy City Manager and Lt. Shane Chadwick, APD. Motion was made by Councilmember Powell, seconded by Councilmember Sauer to approve the captioned resolution below:

RESOLUTION NO. 02-23-21-1

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE SUBMISSION OF THE 2020/21 GRANT APPLICATION FOR THE PROJECT SAFE NEIGHBORHOODS PROGRAM (PROJECT 4088002) AND DESIGNATING THE DEPUTY CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL; PROVIDING OTHER CLAUSES AND EFFECTIVE DATE.

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

ITEM 3B: Mayor Nelson presented a resolution considering a resolution by the City of Amarillo, Texas ("City") approving the surcharge related to Docket No. 49831 submitted by Southwestern Public Service Company on about December 18, 2020; authorizing participation in a coalition of similarly situated cities known as the Alliance of Xcel Municipalities; authorizing participation in related rate proceedings; requiring the reimbursement of municipal rate case expenses; authorizing the retention of special counsel. This item was presented by Jared Miller, City Manager, Ronnie Walker,

SPS/Xcel, Bryan McWilliams, City Attorney. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve the captioned resolution below:

RESOLUTION NO. 02-23-21-2

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY") APPROVING THE SURCHARGE RELATED TO DOCKET NO. 49831 SUBMITTED BY SOUTHWESTERN PUBLIC SERVICE COMPANY ON ABOUT DECEMBER 18, 2020; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES KNOWN AS THE ALLIANCE OF XCEL MUNICIPALITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

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 a resolution to consider a resolution by the City of Amarillo, Texas ("City") suspending the effective date of Southwestern Public Service Company's proposed increase in rates as allowed by statute; declaring temporary rates; authorizing the City's continued participation with other cities in the alliance of Xcel Municipalities ("AXM") to direct the activities of lawyers and consultants. This item was presented by Bryan McWilliams, City Attorney. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve the captioned resolution below:

RESOLUTION NO. 02-23-21-3

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS ("CITY") SUSPENDING SOUTHWESTERN PUBLIC SERVICE COMPANY'S PROPOSED EFFECTIVE DATE IN CONNECTION WITH ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2021; APPROVING TEMPORARY RATES; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES ("AXM") TO DIRECT THE ACTIVITIES OF LAWYERS AND CONSULTANTS AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; REQUIRING PROOF OF NOTICE; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING 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 3D: Mayor Nelson presented an item receiving and accepting the City of Amarillo Comprehensive Annual Financial Report (CAFR) for the year ending September 30, 2020. This item was presented by Jared Miller, City Manager, Laura Storrs, Finance Director, and Janie Arnold, CMMS. Motion was made by Councilmember Powell, seconded by Councilmember Hays to accept the September 30, 2020 CAFR as presented.

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 introduced Kevin Carter, AEDC. Mr. Carter presented a contract authorizing AEDC to execute the contract and all necessary documents for the sale of approximately 2.00 acre of land located at Farmers Avenue and South Georgia Street in Amarillo to Xcel Energy to expand their substation. The sale price is for \$40,000.00 plus closing costs and related expenses. The appraised price was \$19,724 per acre and was conducted by SMS Appraisal. This item was presented by Kevin Carter, AEDC. Motion was made by Councilmember Powell, seconded by Councilmember Sauer to approve the AEDC contact.

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 3:06 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 position: (a) Sale of real property located in the Central Business District of the City of Amarillo. 2) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the city is negotiating for the location or retention of a facility, or for incentives the city is willing to extend, or financial information submitted by the same: (a) 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: (1) Project # 19-10-01 (Corporate Headquarters); (2) Project # 20-08-01 (Manufacturing); (3) Project # 21-01-03 (Utilities); (4) Project # 21-02-01 (Research & Development Facility) 3) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act. (a) Discussion of City Manager, Jared Miller’s performance evaluation; and (b) Discussion of Municipal Court Judge, Laura Hamilton’s performance evaluation.

Mr. McWilliams announced that the Executive Session was adjourned at 6:36 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Pillar	Economic Development
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 UNITED STATES TEAM PENNING ASSOCIATION WORLD CHAMPIONSHIP EVENT:
(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the qualifying event.

Agenda Item Summary

This item allows the City of Amarillo as the host community in cooperation with the Amarillo-Potter Event Venue District to apply for State Funds through the Special Event Trust Fund for the 2021 United States Team Penning Association (USTPA) World Championship event.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

Participation in the program was approved by Amarillo-Potter Event Venue District through their 2020/2021 budget.

Staff Recommendation

Staff recommendation is to approve the resolution for the USTPA Event so the Event Trust Fund application may be submitted.

RESOLUTION NO. 03-09-21-_____

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

WHEREAS, the Working Ranch Cowboy Association has selected Amarillo, Texas as the site for its 2021 World Championship Ranch Rodeo event, despite enticements to take that event to another state; and

WHEREAS, the City of Amarillo, as the host community of the Working Ranch Cowboy Association event and other eligible events (hereafter “event” whether singular or plural), and

WHEREAS, that event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, “Trust Fund”) pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, “Sec. 5C”); and

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from state under this law to offset direct expenditures related to the event; and

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

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

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor’s Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the Working Ranch Cowboy Association’s World Championship Ranch Rodeo, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the Working Ranch Cowboy Association specifically as to any state

funds received through Sec. 5C with the explicit guidance that the application and the contract be developed so as to maximize the state funds coming back to the City to support the World Championship Ranch Rodeo and other eligible events.

SECTION 2. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 3. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 9th day of March, 2021.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

C



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Pillar	Economic Development
Department	City Manager		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption

RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 COWBOY MOUNTED SHOOTING ASSOCIATION WORLD AND AMERICAN QUARTER HORSE ASSOCIATION WORLD OF MOUNTED SHOOTING HORSES EVENT:

(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the qualifying event.

Agenda Item Summary

This item allows the City of Amarillo as the host community in cooperation with the Amarillo-Potter Event Venue District to apply for State Funds through the Special Event Trust Fund for the 2021 Cowboy Mounted Shooting Association (CMSA) World and American Quarter Horse Association World of Mounted Shooting Horses event.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

Participation in the program was approved by Amarillo-Potter Event Venue District through their 2020/2021 budget.

Staff Recommendation

Staff recommendation is to approve the resolution for the CMSA Event so the Event Trust Fund application may be submitted.

RESOLUTION NO. 03-09-21- _____

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

WHEREAS, the 2021 Cowboy Mounted Shooting Association World (“CMSA”) and American Quarter Horse Association (“AQHA”) World of Mounted Shooting Horses Event (“Event”) has selected Amarillo, Texas as the site for this event; and

WHEREAS, the City of Amarillo, as the host community of the Event and other eligible events (hereafter “event” whether singular or plural); and

WHEREAS, that Event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, “Trust Fund”) pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, “Sec. 5C”); and

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from state under this law to offset direct expenditures related to the event; and

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

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

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor’s Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the Event, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the CMSA and AQHA specifically as to any state funds received through Sec. 5C with the explicit guidance that the application and the contract be developed so as to maximize the state funds coming back to the City to

support the Event and other eligible events.

SECTION 2. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 3. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 9th day of March, 2021.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Pillar	Economic Development
Department	Civic Center		
Contact	Sherman Bass, Civic Center Manager		

Agenda Caption

RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2021 WORKING RANCH COWBOYS ASSOCIATION’S WORLD CHAMPIONSHIP RANCH RODEO:
(Contact: Sherman Bass, Civic Center Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

Agenda Item Summary

This item allows the City of Amarillo as the host community to apply for State Funds through the Special Event Trust Fund for the 2021 World Championship Ranch Rodeo.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The City partners with the Working Ranch Cowboys Association and the Convention and Visitors Bureau to host this event.

Staff Recommendation

Staff recommendation is to approve the resolution for the World Championship Ranch Rodeo so the Event Trust Fund application may be submitted.

RESOLUTION NO. 03-09-21-_____

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

WHEREAS, the United States Team Penning Association (“USTPA”) has selected Amarillo, Texas as the site for its 2021 World Championship event; and,

WHEREAS, the City of Amarillo, as the host community of the USTPA event and other eligible events (hereafter “event” whether singular or plural); and

WHEREAS, that event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, “Trust Fund”) pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, “Sec. 5C”); and

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from state under this law to offset direct expenditures related to the event; and

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

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

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor’s Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the 2021 United States Team Penning Association World Championship Event, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the USTPA specifically as to any state funds received

through Sec. 5C with the explicit guidance that the application and the contract be developed so as to maximize the state funds coming back to the City to support the USTPA World Championship Event and other eligible events.

SECTION 2. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 3. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 9th day of March, 2021.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

E



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Civic Pride
Department	Public Health		
Contact	Casie Stoughton, Director of Public Health		

Agenda Caption

Consider – Community and Clinical Health Bridge Grant

Grant Amount: \$500,000

Grantor: Texas Department of State Health Services

This item accepts this 2 year award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to provide obesity and related chronic disease prevention programming.

Agenda Item Summary

The Texas Department of State Health Services awards a grant for the City of Amarillo Department of Public Health to provide obesity and related chronic disease prevention programming for Potter and Randall Counties and the communities within.

Requested Action

Accept grant award.

Funding Summary

The grant is a reimbursement contract between the City of Amarillo and the Texas Department of State Health Services to provide services.

Community Engagement Summary

Staff Recommendation

Staff recommend acceptance of this grant.

**Department of State Health Services
Form A Face Page**

RESPONDENT INFORMATION

1) LEGAL BUSINESS NAME : City of Amarillo	
2) MAILING Address Information (include mailing address, street, city, county, state and 9-digit zip code): 1000 Martin Road, Amarillo, TX 79107	Check if address change <input type="checkbox"/>
3) PAYEE Name and Mailing Address, including 9-digit zip code (if different from above): City of Amarillo, P.O. Box 1971, Amarillo, TX 79105-1971	Check if address change <input type="checkbox"/>
4) DUNS Number (9-digit) required if receiving federal funds: 065032807	
5) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit): 75-6000444	
<i>*The respondent acknowledges, understands and agrees that the respondent's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</i>	
6) TYPE OF ENTITY (check all that apply):	
<input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Other Political Subdivision <input type="checkbox"/> State Agency <input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Nonprofit Organization* <input type="checkbox"/> For Profit Organization* <input type="checkbox"/> HUB Certified <input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Minority Organization <input type="checkbox"/> Faith Based (Nonprofit Org)
	<input type="checkbox"/> Individual <input type="checkbox"/> Federally Qualified Health Centers <input type="checkbox"/> State Controlled Institution of Higher Learning <input type="checkbox"/> Hospital <input type="checkbox"/> Private <input type="checkbox"/> Other (specify): _____
<i>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</i>	
7) PROPOSED BUDGET PERIOD: Start Date: 09/01/2021 End Date: 08/31/2023	
8) COUNTIES SERVED BY PROJECT: Potter/Randall	
9) AMOUNT OF FUNDING REQUESTED: \$500,000	11) PROJECT CONTACT PERSON
10) PROJECTED EXPENDITURES Does respondent's projected federal expenditures exceed \$500,000, or its projected state expenditures exceed \$500,000, for respondent's current fiscal year (excluding amount requested in line 9 above)? ** Yes x No <input type="checkbox"/> <i>**Projected expenditures should include anticipated expenditures under all federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable.</i>	Name: Casie Stoughton Phone: 806.378.6321 Fax: 806.378.6307 Email: casie.stoughton@amarillo.gov
	12) FINANCIAL OFFICER Name: Laura Storrs Phone: 806.378.6207 Fax: Email: laura.storrs@amarillo.gov
The facts affirmed by me in this proposal are truthful and I warrant the respondent is in compliance with the assurances and certifications contained in APPENDIX B: DSHS Assurances and Certifications . I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the respondent and I (the person signing below) am authorized to represent the respondent.	
13) AUTHORIZED REPRESENTATIVE Check if change <input type="checkbox"/>	14) DATE
Name: Kevin Starbuck Title: Assistant City Manager Phone: 806.378.3077 Fax: Email: kevin.starbuck@amarillo.gov	

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

City of Amarillo

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Reset Fun Run	As part of the Reset program, host a fun run at a local park with a multigenerational emphasis	\$5,000
Community garden	In partnership with Texas AgriLife, develop a gardening training program hosted at the Warford Center.	\$10,000
Heal the City chronic care clinic	To enhance obesity prevention efforts through community education classes	\$10,000
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

\$25,000

Total Amount Requested for Other:

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

City of Amarillo

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$88,976	\$88,976	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$39,532	\$39,532	\$0	\$0	\$0	\$0
C. Travel	\$3,920	\$3,920	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$8,673	\$8,673	\$0	\$0	\$0	\$0
F. Contractual	\$72,500	\$72,500	\$0	\$0	\$0	\$0
G. Other	\$25,000	\$25,000	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$238,601	\$238,601	\$0	\$0	\$0	\$0
I. Indirect Costs	\$11,399	\$11,399	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$250,000	\$250,000	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$88,976	\$88,976	Fringe Benefits	\$39,532	\$39,532
	Travel	\$3,920	\$3,920	Equipment	\$0	\$0
	Supplies	\$8,673	\$8,673	Contractual	\$72,500	\$72,500
	Other	\$25,000	\$25,000	Indirect Costs	\$11,399	\$11,399

TOTAL FOR: Distribution Totals **\$250,000** Budget Total **\$250,000**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. *DO NOT* include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Civic Pride
Department	Public Health		
Contact	Casie Stoughton		

Agenda Caption

Consideration – Acceptance of Infectious Disease Surveillance (IDCU/SUR) Grant

Grant Amount : \$169,209 over two years

Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2021 thru August 31, 2023 to continue funding for the Infectious Disease Surveillance in the Public Health Department.

Agenda Item Summary

Contractor shall continue Infectious Disease Surveillance activities. These activities include epidemiologic surveillance, including both active and passive of notifiable conditions and unusual expressions of disease in Potter and Randall Counties, the jurisdiction of the Amarillo Area Public Health District.

Requested Action

Accept grant award.

Funding Summary

Funding provided by the Texas Department of State Health Services.

Community Engagement Summary

In 2020 and 2021, the team dedicated much of their time to COVID-19, standing up a COVID dashboard, report card, and COVID-19 data entry tracker.

Staff Recommendation

Staff recommend acceptance of this grant.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: _____

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$104,852	\$104,852	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$45,852	\$45,852	\$0	\$0	\$0	\$0
C. Travel	\$7,119	\$7,119	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$610	\$610	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$812	\$812	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$159,245	\$159,245	\$0	\$0	\$0	\$0
I. Indirect Costs	\$9,963	\$9,963	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$169,208	\$169,208	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$104,852	\$104,852	Fringe Benefits	\$45,852	\$45,852
	Travel	\$7,119	\$7,119	Equipment	\$0	\$0
	Supplies	\$610	\$610	Contractual	\$0	\$0
	Other	\$812	\$812	Indirect Costs	\$9,963	\$9,963

TOTAL FOR: Distribution Totals **\$169,208** Budget Total **\$169,208**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Public Safety
Department	Office of Emergency Management		
Contact	Chip Orton, Director of Emergency Management		

Agenda Caption

CONSIDER APPROVAL – PURCHASE OF RADIOLOGICAL SAFETY EQUIPMENT

(Contact: Chip Orton, Director of Emergency Management)

Award to: US Scientific Sales for Ludlum Measurements, Inc. in the amount of \$76,232.13

This item is consideration for purchasing replacement radiological monitoring equipment and training for the Office of Emergency Management (OEM), Amarillo Fire Department (AFD), and Amarillo Police Department (APD). Funding for this equipment is provided through the U.S. Department of Energy (DOE), Agreement-in-Principle (AIP) grant program.

Agenda Item Summary

Through the DOE AIP grant program, the City maintains capabilities to respond to a radiological emergency. This purchase will replace monitoring equipment that has exceed its service life. The purchase is based on recommendations from Texas Department of State Health Services (DSHS) Radiation Control Division.

Requested Action

To approve the purchase of radiological safety equipment in the amount of \$76,232.13 from US Scientific Sales for Ludlum Measurements, Inc.

Funding Summary

Funding for this equipment is provided through the DOE AIP grant program.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the purchase, authorizing the City Manager to execute the purchase.

Bid No. 6983 Radiation Monitor Kits and Accessories
 Opened 4:00 p.m., February 8, 2021

US Scientific Sales for Ludlum
 Measurements, Inc.

To be awarded as one lot

Line 1 Vehicle Monitor, per specifications
 2 ea
 Unit Price \$12,995.000
 Extended Price 25,990.00

Line 2 Emergency Response Kit, per specifications
 11 ea
 Unit Price \$2,864.000
 Extended Price 31,504.00

Line 3 Pancake Frisker, per specifications
 17 ea
 Unit Price \$900.000
 Extended Price 15,300.00

Line 4 Training to include all expenses, per specifications
 1 ea
 Unit Price \$2,000.000
 Extended Price 2,000.00

Line 5 Shipping, per specifications
 1 ea
 Unit Price \$1,438.130
 Extended Price 1,438.13

Bid Total 76,232.13

Awarded by Vendor 76,232.13
 City Dallas, TX

A



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Public Safety
Department	Amarillo Fire Department (AFD)		
Contact	Sam Baucom, Deputy Fire Chief		

Agenda Caption

CONSIDER APPROVAL – INTERLOCAL AGREEMENT WITH BORGER FIRE DEPARTMENT FOR USE OF AMARILLO FIRE DEPARTMENT (AFD) TRAINING FACILITY
(Contact: Sam Baucom, Deputy Fire Chief)

This item is to consider approval of an interlocal agreement between the City of Amarillo and Borger Fire Department for use of the AFD Training Facility located at 12400 NE 8th Ave.

Agenda Item Summary

The AFD Training Facility is located at 12400 NE 8th Ave. on the east side of the Rick Husband Amarillo International Airport. Use of this facility by Borger Fire Department for the training of fire fighter personnel is a direct benefit to the fire service. The interlocal agreement fee structure is based on the use of the facility (number of days, type of use, etc) paid as an annual fee by Borger Fire Department to the City of Amarillo. The fees collected will be placed into a maintenance and capital improvement job for the AFD Training Facility.

Requested Action

To approve the interlocal agreement between the City of Amarillo and Borger Fire Department for use of the AFD Training Facility.

Funding Summary

Borger Fire Department will pay \$10,000 annually for use of the AFD Training Facility that will be placed into the maintenance and capital improvement job for the AFD Training Facility.

Community Engagement Summary

This interlocal agreement will enhance partnerships and accessibility by regional fire services by providing access to training facilities designed specifically for fire and emergency services.

Staff Recommendation

Staff recommends approval of the interlocal agreement between the City of Amarillo and Borger Fire Department for use of the AFD Training Facility, authorizing the City Manager to execute the agreement.

**INTERLOCAL AGREEMENT
for Fire Training Facility Access and Use**

This Agreement is made between the City of Amarillo, Texas (hereafter, "AMARILLO") and BORGER FIRE DEPARTMENT (hereafter, "Licensee"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each party is a local or federal governmental entity within the State of Texas.
2. Public Benefit & Purpose: Governmental Function. 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, being fire service; and, that the sharing of costs fairly compensates the hosting party for providing access to its fire training facility; and, the performance of this Agreement is in the common interest of both parties and ultimately promotes public safety. The parties agree that this Agreement is for or promotes a governmental function, to-wit: firefighting.
3. Current revenues. Both the party providing facility access and the party paying for the training access shall, respectively, perform this agreement from current revenues legally available to each party.
4. City Obligation. AMARILLO now promises to perform and provide access to its fire training facility in accordance with Exhibit A.
5. Licensee's Obligation. Licensee hereby (a) accepts the terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) promises to perform its obligations stated therein, including timely payment of fees specified in Exhibit A.
6. Exhibit incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim in this Agreement. The governing body of each Party hereby authorizes its designated point-of-contact official (named in Exhibit A) to mutually agree, without the need of any further approval by either governing body, to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A in order to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a material change in fees or costs, or creates a material change in the performance required of either party.
7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function 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 it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to its

personnel, property, or to any third party arising out of or related to the acts or omissions of Licensee's employees or agents and not for those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall be in a court of appropriate jurisdiction of Potter County, Texas.

9. Effective date & Term. This Agreement shall become effective on MARCH 1, 2021, for a term of one (1) year. This Agreement shall automatically be renewed for up to four (4) successive additional terms of one (1) year each. Either Party may cancel this Agreement prior to the renewal date by giving at least sixty (60) days written notice to the other Party.

10. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any 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.

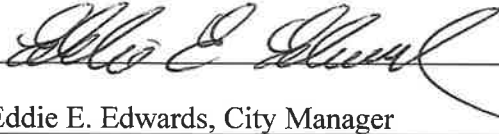
11. Amendments. This Agreement contains all the commitments and agreements of the Parties as to the matters described in this Agreement. Any and all prior oral or written understandings not contained herein shall have no force or affect. This Agreement may be amended or modified only in a signed writing 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.

12. Authority. Each signatory of this Agreement warrants that he/she has been lawfully authorized by its respective governing body to execute this on behalf of such body and to thereby legally obligate and bind that entity to this Agreement, including the terms of Exhibit A as they appear.

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

CITY OF BORGER, TEXAS

CITY OF AMARILLO, TEXAS

By: 
Title: Eddie E. Edwards, City Manager

By: _____
Title: Jared Miller, City Manager

Date: 3/1/2021

Date: _____

Responsible City Division or Department:
Borger Fire Department

Responsible City Division or Department:
Amarillo Fire Department

By: 

By:  3/2/2021

Title: Bob Watson, Fire Chief

Title: Jason Mays, Fire Chief

EXHIBIT A

License to Access Amarillo Fire Department Fire Training Facility

The purpose of this Exhibit A and the Interlocal Agreement to which it is attached is to state the terms, conditions, and consideration by which the City of Amarillo ("City" or "AFD") will allow the agency named herein to access and use the City of Amarillo Fire Department Training Facility (hereafter "Facility"); and, by which BORGER FIRE DEPARTMENT ("Licensee") agrees to utilize and pay a fee for training its firefighters at such Facility, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

1. Definition & Scope. In this Exhibit, "Facility" means the City of Amarillo Fire Department Fire Training Facility within the fenced area located at 12400 NE 8th Amarillo TX 79111. This also includes infrastructure, facilities, and property inside the gate at such training site, including tower, classroom, burn pit, and props). This Exhibit A and the Agreement to which it is attached grants Licensee only a right to enter and use a specified site subject to specified conditions, terms, consideration, and scheduling as described herein.

2. A. Inherently dangerous. Each of the parties understand and agree that firefighting and related rescue services are inherently dangerous activities and, in some cases, even ultrahazardous. Likewise, hands-on field training for necessary job skills for firefighting and rescue (using their equipment and tools at the Facility) also has risks, some known and unknown, foreseeable and unforeseeable, despite reasonable safety precautions taken by each party. Nonetheless, training is an essential requirement for Licensee and a valuable benefit to both Licensee and its individual personnel who must maintain certifications, whether those persons are paid or volunteer. Accordingly, Licensee acknowledges the various risks and in consideration of being allowed to enter and train at the Facility, Licensee and its individual personnel hereby assume the risk of injury, death, or property damage. City is not responsible for damage or loss to Licensee's property or that of its personnel which arises out of or relates to the use of the Facility.

B. Insurance. Accordingly, each Licensee must annually submit written documentation of having statutory workers' compensation for its personnel; and, general liability insurance to cover loss or damages to City's Facility (to include both debris removal and repairs in accordance with then-current applicable Codes); and, motor vehicle liability insurance. Each policy in an amount of not less than One Million Dollars (\$1,000,000) each, or a combined single limit of not less than Five Million dollars (\$5,000,000).

3. City's obligations. City shall provide: (A) Gate key or other means of access to the Facility for its intended purpose of training and certifying firefighters. (B) Normal water service to the same extent such is provided to AFD's own training exercises. However, water service is subject to interruption due to contingencies beyond the control of AFD, such as but not limited to: infrastructure failures, drought restrictions, or other causes. (C) General or routine maintenance, repair and upkeep of the Fire Training Facility and all appurtenances. (D) The AFD will provide the licensee with access to training resources (when available) at the Fire Training Facility, including but not limited to an AFD fire engine, ladders, hose, and equipment housed at the facility to support and/or enhance firefighter training. The SCBA cascade system, CPAT testing equipment, extractor PPE washing machine, electric golf cart, truck room, and classroom may also be made available to the licensee when scheduling allows. (D) The AFD shall meet with licensee on a regular basis for the purposes of maintaining a positive working relationship and coordinating critical information between both parties (AFD and licensee).

4. Licensee's Obligations. Licensee shall: (A) Reserve the use of the Facility through the AFD Training Chief's office, at least 30 days in advance when possible. (B) Use the Facility only for

its intended purpose of training and certifying firefighters. All live fire operations shall be conducted in significant compliance with the current edition of NFPA 1403 - *Standard on Live Fire Training Evolutions*. All other uses of the facility are prohibited. (C) Unless agreed upon between both parties as stated in 3.D., provide at its own expense truck(s), ladder(s), hose(s), foam, tools, flashlights, radios, generators, masks & air bottles, instructional materials, instructors, supervisors, personal protective equipment, and any other item convenient or necessary for training. The licensee shall provide SCBA's and bottles for their fire training. (D) At the conclusion of a training session, assure that all water, lights, fans, pumps, motors, etc. are turned off, area is cleaned, and secure the Facility gate, before departing. (E) Promptly report to the AFD Training Chief any discovered need for routine maintenance or repair at the Facility and any damages that were incurred to the Facility during use. (F) Promptly report to the AFD Training Chief any injury to any person occurring at the Facility requiring more than basic first aid. (G) Absolutely no exercise activity shall ever require, involve, result in, or cause destruction or damage to the Facility infrastructure itself, with these exceptions: (1) normal wear and tear resulting from normal non-abusive use of the Facility, and (2) the destruction of an intentionally consumable prop such as clean, dry Class A Combustible materials or a wrecked automobile. (H) Keep in force at all times during this Agreement and any renewal, the several insurance coverages described herein.

5. Annual Fee. Licensee agrees to pay to the City of Amarillo an annual payment of \$ 10,000 by no later than MARCH 31st of each year that this Agreement is in effect.

6. Subletting and Guests Prohibited. There shall be absolutely no subletting of the Facility to any other agency; or, the presence of any guests inside the fence. A request for guests made at least five days prior to a scheduled training exercise may be considered by the AFD Training Chief for a good cause exception to this rule, such as for interagency familiarity training by neighboring agencies.

7. Disclaimer of Warranties. AS TO THE FACILITY (as defined above), THE CITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. LICENSEE HAS HAD OPPORTUNITY TO INSPECT THE FACILITY AND HAS CONCLUDED FOR ITSELF THAT THE FACILITY IS SUITABLE FOR LICENSEE'S USES AND PURPOSES, AS-IS.

8. Independent Contractor Relationship. City is doing no more than providing access for Licensee to use for purposes of firefighting training and certification. Except as specified in this Agreement, City has no control or direction over the manner, means, timing, or methods used by Licensee or its personnel for its fire training, other than compliance with the terms and conditions of this Agreement and Exhibit A. There is no joint enterprise or effort between the parties as to any training activity. As an independent contractor, Licensee has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

9. Contacts: Each party hereby designates the following person as its official Point of Contact for administering this agreement:

City of Amarillo
Fire Chief
P.O. Box 1971
Amarillo TX 79105

Borger Fire Department
Fire Chief
200 N. Cedar St.
Borger, TX 79008

[END. THIS SPACE LEFT BLANK INTENTIONALLY]



7

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Fiscal Responsibility
Department	Building Safety		
Contact	Johnny Scholl, Deputy Building Official		

Agenda Caption

Consider Award of Professional Services Agreement between the City of Amarillo and SAFEbuilt Texas, LLC for Commercial Plan Review Services in an amount not to exceed \$300,000

Agenda Item Summary

This professional services agreement is for SAFEbuilt to continue providing commercial plan review services for the Building Safety Department in order to allow time to train new staff. In the past the department had three commercial plans examiners. This section of the department has seen complete turnover in the last 18 months. The department has continued to hire and reassign staff to fill the commercial plan review need, but it takes time to fully train staff on all aspects of plan review. By having the opportunity to use SAFEbuilt, we are able to provide good customer service to the citizens of Amarillo while in this transitional period.

To date we have sent 90 plans to be reviewed by SAFEbuilt. Most are larger projects requiring additional time to complete. This has allowed city staff to perform approximately 900 other plan reviews. On top of the training provided to our new commercial plan reviewers, they are also able to learn from SAFEbuilt. They provide letters of corrections (LOC's) to our staff who reads them and then sends to the design professionals applying for permits. The more our plans examiners are learning the less we are sending to SAFEbuilt.

As presented, this contract would expire on October 20, 2021. At that time, we feel our staff will be prepared to complete all plan reviews moving forward.

Requested Action

Consider approval and award of SAFEbuilt Professional Services Agreement

Funding Summary

Funding for this award is available using Building Safety Account 1740.62000

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF AMARILLO, TEXAS
AND SAFEbuilt TEXAS, LLC**

SAFE
LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Amarillo, Texas, ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fee Schedule and in accordance with Omnia Partners Contract #151310-04 with the City of Tucson, Arizona, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fee Schedule.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional

information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. NOT TO EXCEED COMPENSATION

As compensation for performance of Services under this Agreement, Municipality will pay Consultant for work performed, in accordance with the rates set forth in Exhibit A, a sum not to exceed \$300,000.00 annually.

6. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties and shall remain in effect through October 20, 2021.

7. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Parties agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any

obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.

G. Prior to commencement of Services, Consultant shall submit certificates acceptable to Municipality.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

22. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Johnny Scholl, Interim Building Official City of Amarillo 808 South Buchanan Street Amarillo, Texas 79101	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving the City of Amarillo, Texas and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt Texas, LLC

Date

Jared Miller, City Manager
City of Amarillo, Texas

Date

EXHIBIT A – LIST OF SERVICES AND FEE SCHEDULE

1. LIST OF SERVICES

Commercial Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Remote Plan Conveyance

- ✓ Electronic plan submittals will be reviewed and returned electronically
- ✓ Paper plans will be submitted via Consultant's preferred carrier
- ✓ Applicant will submit number of hardcopies required by Municipality
- ✓ Consultant will return plans and supporting documents

2. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

COMMERCIAL REMOTE PLAN REVIEW DELIVERABLES			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment via telephone		
TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	<ul style="list-style-type: none"> ✓ Multi-family within ✓ Small commercial within (under \$2M in valuation) ✓ Large commercial within 	10 business days 10 business days 15 business days	7 business days or less 7 business days or less 10 business days or less

3. FEE SCHEDULE

- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Commercial and Multi-Family Construction Plan Review	
Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000

\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
Consultant costs for shipping/handling of paper plans will be assessed at invoice when applicable.	

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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4

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	N/A
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Department	Information Technology
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Agenda Caption

Award – Software Maintenance:
Open Text Inc. -- \$98,259.24

This purchase renews annual vendor-provided support and maintenance for Open Text eDOCS software which is utilized by all City departments for document management and retention.

Agenda Item Summary

This is a recurring annual agreement to receive support and upgrade entitlements from Open Text for licenses already owned and operated by the City.

Requested Action

Approval of award to Open Text Inc. in the amount of \$98,259.24.

Funding Summary

Funding is available in Information Technology account 62021.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 6987 OPEN TEXT EDOCS ANNUAL SOFTWARE MAINTENANCE
 Opened 4:00 p.m., February 12, 2021

To be awarded as one lot Open Text, Inc

Line 1 DM Standard Named User Client Maintenance, per specifications 500 ea	Unit Price \$131.762	Extended Price 65,881.05
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Line 2 RM Standard Named User Client Maintenance, per specifications 500 ea	Unit Price \$62.519	Extended Price 31,259.42
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Line DM Imaging Client Maintenance, per specifications 25 ea	Unit Price \$32.566	Extended Price 814.16
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Line 4 RM Admin Tool Maintenance, per specifications 2 ea	Unit Price \$152.305	Extended Price 304.61
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Bid Total \$131.76 98,259.24

Awarded by Vendor 98,259.24
 City San Mateo, CA



K



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Glenn Lavender, Fleet Services Superintendent		

Agenda Caption

CONSIDER: Purchase approval of replacement vehicle & equipment for Parks Maintenance and Golf Operations. Total purchase request \$1,231,982.44
Award to: Various vendors as listed.
Professional Turf Products Inc. \$805,431.19 lines 3,6,7,10,11,12,20,23,25,26,27&28
Austin Turf & Tractor \$105,639.53 lines 4,8,9&17
James Bros Implement Co. Inc \$161,788.00 lines 1,2,13,14,16&21
Amarillo Outdoor Power Equipment \$67,636.00 lines 5,15&22
Western Equipment \$28,416.72 line 19
Kut Kwick \$63,071.00 line 18

Agenda Item Summary

Scheduled replacement of various grounds maintenance equipment, mowers, utility carts, greens mowers, field and turf sweeper/core collector, and fertilizer spreader.

Requested Action

Recommend approval of bid #6940 as evaluated and recommended.

Funding Summary

Funding for this purchase will be from 61120.84200, Fleet Services Machinery General.
Cost \$1,231,982.44

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends purchase approval .

To be awarded by line	WESTERN EQUIPMENT LLC	KUT KWICK	AMARILLO OUTDOOR POWER EQUIPMENT	AUSTIN TURF & TRACTOR	JAMES BROS. IMPLEMENTS CO. INC.	PROFESSIONAL TURF	KINLOCH EQUIPMENT & SUPPLY, INC.	PROFFITS LAWN & LEISURE	EDDIE HILLS FUN CYCLES
1 ea Unit Price Extended Price				\$80,030.560	60,030.55	\$56,303.960	56,303.96		
Line 12 Mowers Industrial, per specifications 3 ea Unit Price Extended Price				\$40,378.390	171,135.17	\$33,193.350	99,530.05		
Line 13 Mower Industrial, per specifications 4 ea Unit Price Extended Price				\$25,688.150	102,752.60	\$29,543.940	118,175.76		
Line 14 Mower Industrial, per specifications 1 ea Unit Price Extended Price				\$31,488.150	31,488.15	\$22,705.00			
Line 15 Mower Industrial, per specifications 4 ea Unit Price Extended Price				\$14,904.730	59,618.92	\$14,352.970	57,411.88	\$14,248.990	\$14,000.000
Line 16 Utility Cart-Industrial, per specifications 1 ea Unit Price Extended Price				\$19,412.290	19,412.29	\$17,465.00			
Line 17 Slope mower-Industrial, per specifications 1 ea Unit Price Extended Price				\$24,383.740	24,383.74	\$32,004.120	32,004.12		
Line 18 Slope mower-Industrial, per specifications 1 ea Unit Price Extended Price				\$65,071.000	65,071.00	\$52,649.000	52,649.00	\$58,950.000	58,950.000
Line 19 30 hp tractor-Industrial, per specifications 1 ea Unit Price Extended Price				\$28,416.720	28,416.72	\$37,360.000			

Does not meet spec

Does not meet spec

To be awarded by line	WESTERN EQUIPMENT LLC	KUT KWICK	AMARILLO OUTDOOR POWER EQUIPMENT	AUSTIN TURF & TRACTOR	JAMES BROS. IMPLEMENTS CO. INC.	PROFESSIONAL TURF	KINLOCH EQUIPMENT & SUPPLY, INC.	PROFFITS LAWN & LEISURE	EDDIE HILLS FUN CYCLES
Line 20 Mower 11 foot-Industrial, per specifications 1 ea						\$59,843.71			
Unit Price									
Extended Price						\$59,843.71			
Line 21 Turf seeder, per specifications 1 ea									
Unit Price									
Extended Price						\$9,403.36			
Line 22 Mower-Industrial, per specifications 1 ea									
Unit Price									
Extended Price						\$11,900.00			
Line 23 Mower industrial, per specifications 2 ea									
Unit Price									
Extended Price						\$23,799.00			
Line 24 15' Towed mower-Industrial, per specifications 2 ea									
Unit Price									
Extended Price						\$93,569.40			
Line 25 Fertilizer Spreader, per specifications 1 ea									
Unit Price									
Extended Price						\$16,880.00		\$10,199.00	20,398.00
Line 26 Mower Industrial, per specifications 2 ea									
Unit Price									
Extended Price						\$40,378.390			
Line 27 Mower industrial, per specifications 1 ea									
Unit Price									
Extended Price						\$60,030.060			
Line 28 Mower industrial, per specifications 1 ea									
Unit Price									
Extended Price						\$49,173.470			
Bid Total	309,218.51		63,071.00	883,869.06	341,606.00	49,173.47	1,225,265.35	87,592.96	56,000.00
Award by Vendor	\$28,316.72	\$63,071.00	\$67,636.00	\$105,639.43	\$1,785.00	\$85,431.19	\$8,950.00	\$1,592.96	\$6,000.00
City	Amarillo, TX	Brunswick, GA	Amarillo, TX	Marble Falls, TX	Amarillo, TX	Eules, TX			

D.O. not Award line / w.1) Bid 99.00

2



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Transportation
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Department	Street / 1420
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Agenda Caption

Purchase – Redi-Mix Concrete: Award to low bidder meeting specifications: Thomas Redi-Mix Company, Inc. – \$366,866.00. This item awards a contract for the purchase of Redi-Mix Concrete used by the Street Division primarily for the repair of utility cuts in streets, alleys, and other miscellaneous projects.

Agenda Item Summary

Redi-Mix Concrete is used by the Street Division primarily for utility cut restoration in streets, alleys, and other miscellaneous projects.

Requested Action

Award this contract to low bid of Thomas Redi-Mix Company, Inc. in the amount of \$366,866.00. This is an increase of approximately \$16,090.25 (4.6%) above last year’s contract.

Funding Summary

Funding in the amount of \$101,000 for the purchase of Redi-Mix Concrete is available in Account 1420.68300 (R&M Improvements) of the 2020/2021 Street Division budget. The items being purchased for use by the Street Division through this annual contract total approximately \$145,795. This low bid amount of \$145,795 is approximately 44.3% above the budgeted amount. The additional \$44,795 will be paid from the balance in account 1420.68300. No State or Federal funds will be used for the purchase of these materials.

Community Engagement Summary

N/A

Staff Recommendation

Street Division recommends acceptance of the bid as offered

Bid No. 6956 REDI-MIX CONCRETE ANNUAL CONTRACT
Opened 4:00 p.m. January 14, 2021

To be awarded as one lot		THOMAS REDI-MIX INC
Line 1 Ready-mix concrete; 2500 PSI concrete, per specifications		
25 cy		
Unit Price	\$108.500	
Extended Price		2,712.50
Line 2 Ready-mix concrete; 3000 PSI concrete, per specifications		
825 cy		
Unit Price	\$112.000	
Extended Price		92,400.00
Line 3 Ready-mix concrete; 3000 PSI concrete w/ 1% calcium, per specifications		
20 cy		
Unit Price	\$115.000	
Extended Price		2,300.00
Line 4 Ready-mix concrete; 3000 PAI concrete w/ 2% calcium, per specifications		
25 cy		
Unit Price	\$118.000	
Extended Price		2,950.00
Line 5 Ready-mix concrete; 4000 PSI concrete with FiberMesh , per specifications		
900 cy		
Unit Price	\$125.000	
Extended Price		112,500.00
Line 6 Ready-mix concrete; 4000 PSI concrete with fiberMesh and 10% maximum fly ash added to mixture, per specifications		
200 cy		
Unit Price	\$125.000	
Extended Price		25,000.00

To be awarded as one lot

THOMAS REDI-MIX INC

Line 7 Ready-mix concrete; 5000 PSI concrete with 2% calcium chloride and fiberesh, per specifications 25 cy	Unit Price Extended Price	\$138.000 3,450.00
Line 8 Ready-mix concrete; 5000 PSI concrete with fiberesh, per specifications 275 cy	Unit Price Extended Price	\$132.000 36,300.00
Line 9 Ready-mix concrete; 4000 PSI concrete with 1% calcium chloride and fiberesh, per specifications 80 cy	Unit Price Extended Price	\$128.000 10,240.00
Line 10 Ready-mix concrete; 4000 PSI concrete 2% calcium and fiberesh, per specifications 55 cy	Unit Price Extended Price	\$131.000 7,205.00
Line 11 Ready-mix concrete; flowable fill (3 sack mix), per specifications 225 cy	Unit Price Extended Price	\$92.000 20,700.00
Line 12 Ready-mix concrete; 1/2 x 3 fiber expansion joint, per specifications 1,000 ft	Unit Price Extended Price	\$0.550 550.00

To be awarded as one lot

THOMAS REDI-MIX INC

Line 13 Ready-mix concrete; 1/2 x 4 fiber expansion joint, per specifications
75 ft

Unit Price \$0.620
Extended Price 46.50

Line 14 Ready-mix concrete; 1/2 x 6 fiber expansion joint, per specifications
400 ft

Unit Price \$0.780
Extended Price 312.00

Line 15 Ready-mix concrete; 1/2 x 30 curb and gutter expansion , per specifications
300 ea

Unit Price \$5.500
Extended Price 1,650.00

Line 16 Ready-mix concrete; extra charge for drayage for loads under 4 1/2 cubic yards , per specifications
400 ea

Unit Price \$60.000
Extended Price 24,000.00

Line 17 Ready-mix concrete; extra charge for drayage for loads under 4 1/2 cubic yards , per specifications
250 ea

Unit Price \$50.000
Extended Price 12,500.00

To be awarded as one lot

THOMAS REDI-MIX INC

Line 18 Ready-mix concrete; extra charge
for drayage for loads of 4 1/2 cubic yards
and over , per specifications
50 ea
Unit Price \$0.000
Extended Price -

Line 19 Ready-mix concrete; extra charge
for drayage for loads of 4 1/2 cubic yards
and over , per specifications
75 ea
Unit Price \$50.000
Extended Price 3,750.00

Line 20 Ready-mix concrete; flowable (1
1/2 sack mix) , per specifications
100 cy
Unit Price \$83.000
Extended Price 8,300.00

Bid Total 366,866.00

Award by Vendor \$366,866.00
City Amarillo, TX



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9 th , 2021	Council Priority	Public Safety
Department	Police		
Contact	Chief Martin Birkenfeld		

Agenda Caption

Consider approval of the purchase of a police training use of force simulator.

Agenda Item Summary

This proposal is for the purchase and installation of a law enforcement use of force simulator. The simulator is a large three-screen smart computer to give officers 180 degrees of feedback. This simulator will allow officers to practice critical decision-making skills in realistic immersive situations. This training will allow officers and trainers to determine how an officer will respond to a volatile high stress incident under controlled conditions. Trainers will be able to immediately critique and coach officers on their performance and work with the officer on developing their skills. The use of the simulator will supplement training by allowing officers to practice their skills over and over without additional cost per cycle. The simulator will also be used for public engagements such as the student and citizen police academy. The system will be purchased from TI Training LE, LLC at the cost of \$128,550.

Requested Action

Request Council approval of the purchase of the Law Enforcement Firearms Training Simulator.

Funding Summary

This purchase will be made with the Police Seized Funds Account 26200.84910.

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval of the purchase.

To be awarded as one lot TI TRAINING LE LLC

Line 1 Turnkey Desktop System Includes 750+ Scenarios, per specifications		
1 ea		
Unit Price	\$38,058.640	
Extended Price		38,058.64

Line 2 Training Handgun, per specifications		
2 ea		
Unit Price	\$395.000	
Extended Price		790.00

Line 3 Recoil Kit for Handgun-Weapon Not Included, per specifications		
1 ea		
Unit Price	\$2,675.060	
Extended Price		2,675.06

Line 4 Recoil kit for Rifle-Weapon Not Included Standard 12 G CO2 Magazine, per specifications		
2 ea		
Unit Price	\$2,675.060	
Extended Price		5,350.12

Line 5 180-Degree 3 Screen with Reconfigurable Side Screens Firing Line Marksmanship Software Included with Ex Upgrade, per specifications		
1 ea		
Unit Price	\$40,000.000	
Extended Price		40,000.00

Line 6 Inert Taser 7 Device with 2 Mounted Lasers, per specifications		
2 ea		
Unit Price	\$2,650.000	
Extended Price		5,300.00

Line 7 Add On Screen for the Recon System. (Can be Added to the Core Training Lab Single Screen System or the Ex 3 Screen System. Agency Can Add Up To 5 Additional Recon Smart Screen), per

1 ea
 Unit Price \$20,000.000
 Extended Price 20,000.00

Line 8 4 Year Extended Warranty On All Components Plus Upgrade Replacement of CPU-Hit Detect Cameras/Low Light Cameras/Projectors, and Laser Devices Refurbished to Like New Condition During Year 5 Upgrade, per specifications

1 ea
 Unit Price \$33,000.000
 Extended Price 33,000.00

Line 9 Discount on Extended Warranty, per specifications

1 ea
 Unit Price (\$16,623.820)
 Extended Price (16,623.82)

Bid Total 128,550.00

Award by Vendor
 City

\$128,550.00
 Golden, CO



2



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Andrew Freeman - Director of Planning and Development Services		

Agenda Caption

Consideration of the Dedication of 1.76 acres of land for additional public right-of-way (NE 24th Avenue) purposes in Section 93, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

The above referenced additional right-of-way is being dedicated in order to prepare for the installation of both private and public utility equipment and eventual improvement/widening of NE 24th Ave. into a Section Line Arterial right-of-way, all in anticipation of development in the area.

Requested Action

Development Services Departments have reviewed the proposed dedication and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary

The additional right-of-way is being granted to the City of Amarillo at no cost.

Staff Recommendation

Staff recommends approval as presented.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER

STREET DEDICATION

Date: February 1, 2021

GRANTOR: Happy Horizons Properties L.P.

GRANTORS' ADDRESS: 3905 S. Bell St. Suite B, Amarillo, Randall County, Texas 79109

GRANTEE: City of Amarillo, Texas, a municipal corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 1971, Amarillo, Texas 79105-1971

CONSIDERATION: Benefits to accrue to Grantor from dedication to Public Use.

DEDICATED PROPERTY: A 1.768 acre tract of land lying between North Whitaker Road and Loop Highway 335 all situated in Section 93, Block 2, A. B. & M. Survey, Potter County, Texas being more fully described and displayed in Exhibits "A" and "B" attached hereto and by reference made a part of this Street Dedication.

GRANTOR in consideration of the benefits to accrue to it by reason of GRANTEE'S agreement to accept this Street Dedication, which benefits it acknowledges to be valuable, and hereby dedicates, gives and conveys to Grantee the Dedicated Property for public use, including the street, curb, gutter, sidewalk, drainage ways, ramps, cuts, traffic control devices, public utilities and other public purposes, and to maintain, repair and replace same. GRANTOR binds itself, its successors and assigns, to warrant and forever defend, all and singular, the Dedicated Property to GRANTEE, its successors and assigns against any person who claims the same or any part thereof. GRANTOR further conveys to GRANTEE the right to dispose of or convey the Dedicated Property or portions thereof in accordance with the applicable law in effect at the time of the disposal or conveyance.

EXECUTED by the last of the parties to sign on this _____ day of February, 2021.

Happy Horizons Properties L.P.,
a Texas limited partnership

By: Happy Horizons, Inc.,
a Texas corporation,
it's General Partner

By: *Suzanne Boyce*
Suzanne Boyce, President

THE STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on the 19th day of February, 2021 by Suzanne Boyce, President of Happy Horizons, Inc., a Texas corporation, on behalf of Happy Horizons Properties L.P., a Texas limited partnership.

Laraine C Bowers
Notary Public in and for the State of Texas
My commission expires: 6/27/2024

ACCEPTED BY CITY OF AMARILLO, TEXAS
(GRANTEE)

Jared Miller, City Manager

ATTEST:

Frances Hibbs, City Secretary

Date: _____

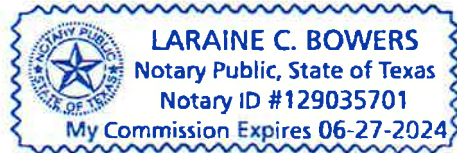




Exhibit "A"
Sheet 1 of 2

Street R.O.W. Dedication Description

A 1.768 acre tract of land lying in Section 93, Block 2, A.B. & M. Survey, City of Amarillo, Potter County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at magnail set in the West line of Section 93, whence a railroad spike found for the Northwest corner of Section 93 bears North 00 degrees 25 minutes 16 seconds East, 30.0 feet; (Bearings relative to the Texas Coordinate System, North Zone, NAD83)

(1) **THENCE** South 89 degrees 58 minutes 37 seconds East, a distance of 2693.23 feet to a 5/8" iron rod with cap marked "KHA" found for the Northwest corner of the proposed plat of Amarillo Horizon Park Unit No. 1;

(2) **THENCE** South 00 degrees 11 minutes 23 seconds West, along the West line of the proposed plat of Amarillo Horizon Park Unit No. 1, a distance of 27.17 feet to a 5/8" iron rod with cap marked "KHA" found;

(3) **THENCE** South 89 degrees 57 minutes 47 seconds West, a distance of 2693.36 feet to a 3/8" iron rod with cap marked "HBD" set in the West line of Section 93;

(4) **THENCE** North 00 degrees 25 minutes 16 seconds East, along the West line of Section 93, a distance of 30.0 feet to the POINT OF BEGINNING;

Said tract contains a computed area of 1.768 acres of land

NOTES:

1. Date of field survey: January 18, 2021
2. Parcel plat with same date accompanies this description.
3. The above described 1.768 acre tract is subject to any rights-of-way or other easements as granted or reserved by instruments of record, or as now existing across said described tract of land.


K.C. Brown 2-1-2021 Date
RPLS 4664

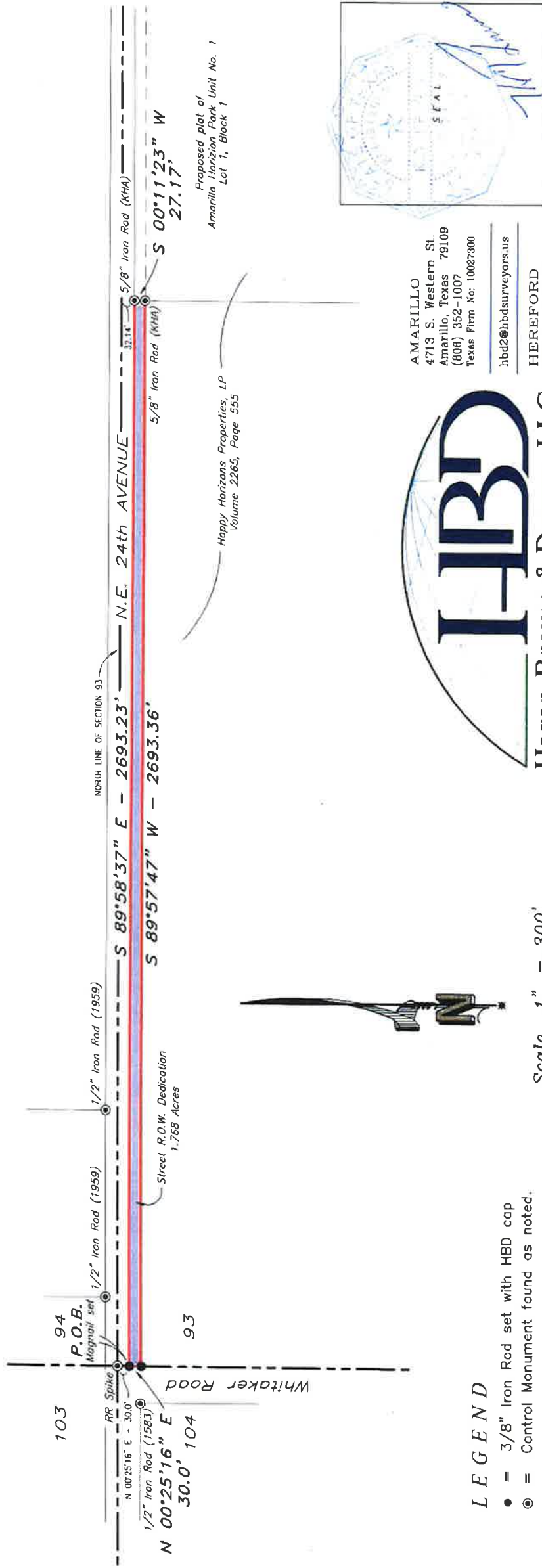


HAGAR, BROWN & DORSEY, LLC
LAND SURVEYORS
4713 S. Western
Amarillo, Texas 79109
Phone: (806) 352-1007
Texas Firm No: 10027300

EXHIBIT "B"

Street R.O.W. Dedication Section 93, Block 2, A.B. & M. Survey City of Amarillo, Potter County, Texas

PRESENT OWNER
Happy Horizons Properties, LP
3905 Bell Street, Suite B
Amarillo, Texas 79109



Proposed plat of
Amarillo Horizon Park Unit No. 1
Lot 1, Block 1

Happy Horizons Properties, LP
Volume 2265, Page 555



AMARILLO
4713 S. Western St.
Amarillo, Texas 79109
(806) 352-1007
Texas Firm No: 10027300
hbd2@hbdsurveyors.us



Hagar, Brown & Dorsey, LLC.
LAND SURVEYORS
HEREFORD
235 E. 2nd St.
Hereford, Texas 79045
(806) 364-6084
Texas Firm No: 10027301

Scale 1" = 300'

LEGEND

- = 3/8" Iron Rod set with HBD cap
- ⊙ = Control Monument found as noted.

Plat Date: 02/01/2021
Plat No: A12365.dwg

Sheet: 2 of 2 | Invoice No. ***** | Drawn By: J. Pringle

A



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 9, 2021	Council Pillar	Economic Development
Department	AEDC		
Contact	Kevin Carter, President and CEO		

Agenda Caption

Ordinance #79** - Consideration of Reinvestment Zone 13

Public hearing and first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 13 for commercial and industrial tax abatement. The zone is approximately 55 acres in the vicinity of South Georgia Street and Loop 335.

Agenda Item Summary

Designating a reinvestment zone is a step in the property tax abatement process under Chapter 312 of the Tax Code. Local governments often use tax abatements to attract new industry and commercial enterprises and to encourage the retention and development of existing businesses. Designation of an area as a reinvestment zone is required before City Council has the ability to offer a tax abatement.

The 55 acres proposed for Reinvestment Zone No. 13 is located at S. Georgia Street and Loop 335. The reason for creating this zone is to provide Council the option to offer an economic development incentive to a prospective manufacturing facility.

Before Council may consider a new zone, it must be preceded by a public hearing, with 7 days written notice of the hearing provided to the presiding officer of each of the other taxing entities with jurisdiction in the zone and notice of the hearing in a newspaper of general circulation in the city.

Council must make findings that the improvements sought in the zone are feasible and practical and would be a benefit to the zone after expiration of a tax abatement agreement. Zones must also meet one of the applicable criteria for reinvestment zones. For the case of this zone, the criteria met is that with designation of the zone it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Requested Action

Conduct a public hearing and first reading of the Ordinance on March 9, 2021. The final reading is scheduled for January 23, 2021.

Funding Summary

N/A

Staff Recommendation

AEDC staff is recommending approval of the designation of Reinvestment Zone 13.

ORDINANCE NO. _____-20-_____

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COMMISSION: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 13 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo, Texas ("City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312, Subchapters A & B;

WHEREAS, City has elected by Resolution No. 08-20-19-2 to become eligible to participate in tax abatements;

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on March 23, 2021, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

WHEREAS, notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and

WHEREAS, the City at such hearing invited all interested persons, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and

WHEREAS, all interested persons were given the opportunity to be heard and the proponents of the Reinvestment Zone offered evidence in favor of the creation of the proposed Reinvestment Zone and the proponents also submitted evidence as to the proposed improvements, and any opponents of the proposed Reinvestment Zone were given the opportunity to contest creation of the proposed Reinvestment Zone; and

WHEREAS, the area to be designated meets the statutory requirement that, it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies state law for establishment of a reinvestment zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and are adopted as findings of fact by this body and as part of its official record.

SECTION 2. The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

- a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zones; and
- b) That the boundaries of the area to be known as City of Amarillo Reinvestment Zone No. 13 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and
- c) That the creation of the City of Amarillo Reinvestment Zone No. 13 with the boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and
- d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City; and
- e) That the City of Amarillo Reinvestment Zone No. 13 as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement in the City of Amarillo, Resolution No. 08-20-19-2.

SECTION 3. That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial/industrial tax abatement

encompassing the area described by the legal description in Section 2 (b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Amarillo Reinvestment Zone No. 13 for a period of five (5) years.

SECTION 4. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 5. That the establishment of City of Amarillo Reinvestment Zone No. 13 shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 9th day of March, 2021, and PASSED on Second and Final Reading on this the 23rd day of March, 2021.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

EXHIBIT A
LEGAL DESCRIPTION OF REINVESTMENT ZONE NO. 13

FIELD NOTES for a 55.00 acre tract of land out of Section 182, Block 2, A. B. & M. Survey, Randall County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found on the east right-of-way line of S. Georgia St. which bears S. 00° 03' 26" W. a distance of 3599.33 feet and S. 89° 56' 34" E. a distance of 50.04 feet from a 1/2" iron rod found at the northwest corner of said Section 182 for the northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 848.34 feet to a 1/2" iron rod set with a yellow cap for a corner of this tract.

THENCE in a southeasterly direction along a curve to the left with a radius equal to 628.80 feet, a long chord bearing of S. 53° 34' 37" E. and a long chord distance of 737.81 feet, a curve length of 788.46 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 50.00 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 578.80 feet, a long chord bearing of S. 54° 56' 38" E. and a long chord distance of 664.90 feet, a curve length of 708.27 feet to a 1/2" iron rod set with a yellow cap on the west right-of-way line of the B. S. & F. Railway Co. for the northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 825.18 feet to a 1/2" iron rod found with a yellow cap on the north right-of-way line of Hollywood Road (State Hwy. Loop 335) for the southeast corner of this tract.

THENCE S. 86° 27' 16" W., along said north right-of-way line, a distance of 376.54 feet to a Texas Department of Transportation concrete monument found on said north right-of-way line for a corner of this tract.

THENCE N. 89° 58' 12" W., continuing along said north right-of-way line, a distance of 230.00 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 0° 01' 48" E. a distance of 279.20 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51' 28" W. a distance of 530.73 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE S. 0° 08' 32" W. a distance of 280.25 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line of said Hollywood Road for a corner of this tract.

THENCE N. 89° 58' 12" W., along said north right-of-way line, a distance of 60.00 feet to a 1/2" iron rod found with a yellow cap on said north right-of-way line for the southerly southwest corner of this tract.

THENCE N. 0° 08' 32" E. a distance of 280.36 feet to a 1/2" iron rod found with a yellow cap for a corner of this tract.

THENCE N. 89° 51' 28" W. a distance of 600.10 feet to a 1/2" iron rod found on said east right-of-way line of said S. Georgia St. for the most westerly southwest corner of this tract.

THENCE N. 00° 03' 26" E., along said east right-of-way line, a distance of 1350.14 feet to the place of BEGINNING and containing 55.00 acres (2,395,800 square feet) of land.