

AGENDA
FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JULY 27, 2021 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION:

EMPLOYEE RECOGNITION – Kevin Starbuck

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.

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. Amarillo Fire Department Accreditation;
- D. Thompson Park Pool update;
- E. Policy 2: Governance Policy;
- F. Partners for Development Progress;
- G. Reports from City Councilmembers serving on Outside Boards;
 - Amarillo Local Government Corp Board of Directors
 - Parks & Recreation Board
 - Pedestrian & Bicycle Safety Advisory Committee
 - Beautification & Public Arts Advisory Board
 - Housing Sub-Committee
- H. 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 OF FOLLOWING - MINUTES

1. Approval of the City Council minutes for the special meeting held on July 12, 2021.
2. Approval of the City Council minutes for the special meetings Budget Review held on July 12, 2021, July 13, 2021, July 14, 2021, July 19, 2021.

B. CONSIDER RESOLUTION APPROVING THE SECOND AMENDMENT TO THE MEREDITH SUPPLY AGREEMENT.

(Contact: Floyd Hartman, Assistant City Manager)

This item is to consider approval of a resolution including approval to execute contracts extending the original Meredith Supply Agreement (Agreement), subject to approval by all 11 member Cities.

C. CONSIDER APPROVAL OF BID NO. 7052, ANNUAL CONTRACT FOR LIQUID ALUMINUM SULFATE ANNUAL CONTRACT TO CHAMELEON INDUSTRIES INC. FOR \$53,125.00.

(Contact: Jonathan Gresham, Director of Utilities)

This purchase is for the liquid Aluminum Sulfate Annual Contract. This will include deliveries in liquid form on scheduled dates for need. Product will be tested to verify that it meets specification on every delivery. This product is a coagulant that aids in the surface water treatment process to allow for proper treatment of surface water.

D. CONSIDER APPROVAL OF CHANGE ORDER NO. 1 FOR LIFT STATION 32 - PROJECT NO. 521805, BID NO. 6269 WILLIAMS DITCHING, LLC – (\$567,466.40).

(Contact: Matthew Thomas, Capital Projects & Development Engineering)

Change Order No. 1 addresses installation methods and associated quantities. The City's preference is to revert quantities to the open cut method. The revised contract amount is based on unit prices in the bid. There are new line items that include: a) connecting the wastewater collection system to the South Haven subdivision, b) cost participation for unanticipated rock being encountered, and unforeseen change in material costs. The change order results in an overall net credit to the City.

E. CONSIDER AWARD – BASE BID OF BID NO. 7017/PROJECT NO. 530008 – FY 2017-2021 COMMUNITY INVESTMENT PROGRAM; MANHOLE REHABILITATION (LOCATED ON RIVER ROAD WATER RECLAMATION FACILITY OUTFALL LINE).

(Contact: Matthew Thomas, Capital Projects & Development Engineering)

Award: Amarillo Utility Contractors, Inc. - \$329,400.00

The base bid is being awarded. The project includes construction services to furnish and install five new sanitary sewer manholes as part of the wastewater collection system. The manholes are of a minimum diameter of 6 ft and are on the outfall line to the River Road Water Reclamation Facility. The manholes help convey wastewater from the northern half of Amarillo to the treatment facility.

F. REVIEW AND APPROVE RFP #10-21 FOR PHARMACY BENEFIT MANAGEMENT SERVICES BEGINNING CY2022.

(Contact: Laura Storrs, Assistant City Manager)

The Human Resources Employee Benefits Division released an RFP for administration of Pharmacy Benefits. The top respondent is the current pharmacy provider MaxorPlus LTD.

G. REVIEW AND APPROVE MAJOR MEDICAL RFP #08-21 FOR THIRD PARTY ADMINISTRATION FOR EMPLOYER SPONSORED MEDICAL AND DENTAL BENEFITS BEGINNING CY2022.

(Contact: Laura Storrs, Assistant City Manager)

The Human Resources Employee Benefits Division released and RFP for administration of Medical and Dental Benefits. The top respondents are as follows:

Medical – Aetna Life Insurance Company and Dental - Metropolitan Life Insurance Company.

3. **NON-CONSENT ITEM:**

A. **CONDUCT PUBLIC HEARING AND CONSIDER FIRST READING OF AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS AMENDING THE AMARILLO MUNICIPAL CODE, TITLE IV, CHAPTER 4-6, ARTICLE III, DIVISION 4, SECTIONS 4-6-153 TO 158 FOR REGULATION OF EMBLEMS ON CITY OWNED PROPERTIES AND FACILITIES; PROVIDING FOR A SERVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

(Contact: Andrew Freeman, Managing Director -Planning and Special Projects)

This ordinance amendment was drafted in response to a discussion with City Council related to the San Jacinto Neighborhood Plan recommending a possible Route 66 logo be placed on a water tower in the neighborhood. City Council discussed the topic and provided direction during the May 25, 2021 Council meeting.

B. **CONDUCT PUBLIC HEARING AND CONSIDER A RESOLUTION TO APPROVE THE 2021/2022 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP ANNUAL ACTION PLAN.**

(Contact: Stefanie Rodarte-Suto, Assistant Community Development Director)

This item is to conduct a public hearing and consider a resolution approving the 2021/2022 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME). With approval, the 2021/2022 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) to allocate \$1,647,145 in CDBG funding and \$706,565 in HOME funding. The Community Development Advisory Committee (CDAC) is recommending the funding allocation outlined in the 2021/2022 Annual Action Plan.

C. **CONSIDER RESOLUTION APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2021/2022 FOR THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION.**

(Contact: Kevin Carter, President and CEP of the Amarillo Economic Development Corporation)

This resolution approves the 2021/2022 budget for the Amarillo Economic Development Corporation. The Amarillo Economic Development Corporation's purpose is promoting and developing warehousing, industrial and manufacturing enterprises to promote and encourage employment and the public welfare.

D. **CONSIDER APPROVAL OF LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND NORTH HEIGHTS LINEN SERVICE, LLC.**

(Contact: Kevin Carter, President and CEP of the Amarillo Economic Development Corporation)

North Heights Linen Service, LLC will be a work-owned co-op that provides linen service to regional hospitals and businesses.

Highlights of the project include:

- 25,000 Sq. Ft. facility located at 601 W Amarillo Blvd.
- 100 new employees projected
- \$3,300,000 new payroll projected by year 5
- Incentive of \$250,000 for job creation

E. CONSIDER APPROVAL OF LOCATION INCENTIVE AGREEMENT BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND ROBERSON CARTRIDGE COMPANY, LLC.

(Contact: Kevin Carter, President and CEP of the Amarillo Economic Development Corporation)

Roberson Cartridge Company, LLC manufactures brass cartridges for firearms of any type.

Highlights of the project include:

- 41,000 Sq. Ft. facility located a 14711 Garrison Drive
- \$10,000,000 in new Capital Expenditures
- 50 new employees projected
- \$2,250,000 new payroll projected by year 3 (Average Salary of \$45,000)
- Incentive of \$500,000 for job creation (\$10,000 per new employee)
- Relocation Incentive of \$50,000 to attract new talent (\$2,500 per employee up to 20 employees)

F. CONSIDER PROJECT # 21-01-03 (UTILITIES) – TORKWORX

(Contact: Kevin Carter, President and CEP of the Amarillo Economic Development Corporation)

Torkworx, LP is an industrial controlled bolting service and supply company with focus on the Power Generation Industry, specifically wind, solar, gas and steam turbines. Torkworx has created a unique business model where they sell, repair and support tool product offerings as well as deliver on-site services using the same tooling for torque and tension solutions.

- Facility located at 11401 Coulter Street South
- 80 new employees projected
- \$4,125,000 new payroll projected by year 3 (Average Salary of \$55,000)
- Incentive of \$960,000 for job creation (\$12,000 per new employee)
- Relocation Incentive of \$200,000 to attract new talent (2,500 per employee)

G. CONDUCT PUBLIC HEARING AND CONSIDER AN ORDINANCE REZONING A 178.43 ACRE TRACT OF UNPLATTED LAND IN SECTION 18, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS, PLUS ONE-HALF OF ALL BOUNDING STREETS, ALLEYS, AND PUBLIC WAYS, TO CHANGE FROM AGRICULTURAL DISTRICT TO PLANNED DEVELOPMENT DISTRICT 395 FOR AN INDUSTRIAL AND BUSINESS PARK.

(Contact: Brady Kendrick – Planner II Planning and Development Services)

VICINITY: Georgia St. and Farmers Ave

APPLICANT'S: Kevin Carter for Amarillo Economic Development Corporation
Adjacent zoning consists of Residential District 2 and Agricultural District to the west across Georgia St. No zoning exists on adjacent land to the north, east, and south due to the adjacent land being outside the City of Amarillo's corporate limits.

Adjacent land uses consist of vacant land to the north, south, single-family detached homes and undeveloped land to the west, and an industrial land use to the east.

H. PUBLIC HEARING TO CONSIDER AN ORDINANCE REZONING A 6.78 ACRE TRACT OF UNPLATTED LAND, IN SECTION 138, BLOCK 2, A.B.&M. SURVEY, POTTER COUNTY, TEXAS, PLUS ONE-HALF OF ALL BOUNDING STREETS, ALLEYS, AND PUBLIC WAYS, TO CHANGE FROM MULTIPLE-FAMILY DISTRICT 1 TO PLANNED DEVELOPMENT DISTRICT 396 FOR GENERAL RETAIL LAND USES PLUS SIGN PRODUCTION AND ASSEMBLY, STORAGE WAREHOUSE, FLEET VEHICLE PARKING, AND FLEET VEHICLE WASHING.

(Contact: Brady Kendrick – Planner II Planning and Development Services)

Vicinity: Tee Anchor Blvd. and Highlands St.

Applicant/s: Jamal Enterprises for Awards Recognition Concepts LLC

Adjacent zoning consists of Multiple-Family District 1 to the northeast, Heavy Commercial District to the west, and General Retail District in all other directions.

Adjacent land uses consist of vacant land to the north, a middle school and sixth-grade campus east, various retail businesses to the south, and the American Quarter Horse Association Headquarters to the southwest.

I. PUBLIC HEARING TO CONSIDER AN ORDINANCE REZONING THE REMAINING PORTION OF LOT 6, BLOCK 5, MAR-GOULD ACRES UNIT NO. 2, AN ADDITION TO THE CITY OF AMARILLO, IN SECTION 26, BLOCK 9, B.S.&F. SURVEY, POTTER COUNTY, TEXAS, PLUS ONE-HALF OF ALL BOUNDING STREETS, ALLEYS, AND PUBLIC WAYS, TO CHANGE FROM MULTIPLE-FAMILY DISTRICT 1 WITH SPECIFIC USE PERMIT 94 TO GENERAL RETAIL DISTRICT.

(Contact: Brady Kendrick – Planner II Planning and Development Services)

Vicinity: Amarillo Blvd. and Port Ln.

Applicant/s: Thahir Farzan

Adjacent zoning consists of Planned Development Districts 2 and 172A to the north, General Retail District and Planned Development District 323 to the south, Planned Development Districts 172A and 323 to the east, and General Retail District and Planned Development District 2 to the west.

Adjacent land uses consist of vacant land and townhomes to the north, medical offices, and an apartment complex to the south, townhomes and an apartment complex to the east, and medical offices and undeveloped land to the west.

J. PUBLIC HEARING TO CONSIDER AN ORDINANCE REZONING THE WEST 60 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 21, REPLAT OF BLOCK "A" PARAMOUNT TERRACE UNIT NO. 4, AN ADDITION TO THE CITY OF AMARILLO IN SECTION 228, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS, PLUS ONE-HALF OF ALL BOUNDING STREETS, ALLEYS, AND PUBLIC WAYS, TO CHANGE FROM MULTIPLE-FAMILY DISTRICT 1 TO GENERAL RETAIL DISTRICT.

(Contact: Brady Kendrick – Planner II Planning and Development Services)

Vicinity: Janet Dr. and Western St.

Applicant/s: City of Amarillo

Adjacent zoning consist of Multiple-Family District 1 to the east, General Retail District to the north and west, and Office District 2 to the south.

Adjacent land uses consist of a retail shopping center to the north, a pharmacy to the west, an office building to the south, and an apartment complex to the east.

4. EXECUTIVE SESSION

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

- A. Sec. 551.087 – 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:
 - a. Economic development incentive request in the vicinity of Fairway Drive and N. Western Street.
 - b. 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 # 21-04-02 (Manufacturing)

- B. Section 551.071 – Consult with the attorney on a matter in which the attorney’s duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter
 - a. Meet and Confer negotiations

- C. Section 551.076 and Section 551.089 Discussion related to the deployment, or specific occasions for implementation, of security personnel or devices.
 - a. Active Shooter and Security Operations Training

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 23 day of July 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 13th day of July 2021, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

- | | |
|---------------|-----------------------------------|
| GINGER NELSON | MAYOR |
| COLE STANLEY | COUNCILMEMBER NO. 1 |
| FREDA POWELL | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | 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/CFO |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| JENIFER RAMIREZ | ASSISTANT TO THE CITY MANAGER |
| ANDREW FREEMAN | MANAGING DIRECTOR OF PLANNING AND SPECIAL PROJECTS |

The invocation was given by Claude Tugwell, Retired Pastor. Mayor Nelson led the Pledge of Allegiance.

An employee recognition was presented for meritorious citation to Jacob Charter.

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

PUBLIC ADDRESS:

1. Gina Cravey, Amarillo, TX spoke on item 1B.
2. Michael Ford, Amarillo, TX spoke on item 1B.

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus Update;
- C. Thompson Park Pool update;
- D. TxDOT mowing within the City of Amarillo update;
- E. Health Insurance Third Party Administrator, Dental Insurance, and Pharmacy Benefits Manager Request for Proposals Update;
- F. Wellness Update;
- G. Request future agenda items and reports from City Manager.

ITEM 2 CONSENT 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. **CONSIDER APPROVAL - MINUTES:**
Approval of the City Council minutes for the regular meeting held on June 22, 2021.
- B. **CONSIDER APPROVAL - MINUTES:**
Approval of the City Council minutes for the special meeting held on June 28, 2021.
- C. **CONSIDER APPROVAL - MINUTES:**
Approval of the City Council minutes for the special meeting held on June 29, 2021.

D. **CONSIDER APPOINTMENT OF HEALTH AUTHORITY AND MEDICAL DIRECTOR**

(Contact: Casie Stoughton, Director of Public Health)

This item is consideration of an amendment to the agreement between Texas Tech University Health Sciences Center and the City of Amarillo for the appointment of Dr. Todd Bell to serve as the Health Authority for Potter and Randall counties and Medical Director for the Amarillo Area Public Health District. The Amarillo Area Public Health District Board recommends the amendment.

E. **CONSIDER APPROVAL - W.I.C. OUTREACH CAMPAIGN**

(Contact: Margaret Payton, WIC Director)

This item is a contract to conduct an Outreach campaign not to exceed \$150,000 that the City's Communications Department has developed for the W.I.C. Nutrition Department. During the past year, the W.I.C. Department has had a 20% drop in the number of participants actively participating in the program due to COVID. The Outreach Campaign will be conducted by utilizing radio, television, newspaper, print, and social media to raise community awareness of this important resource to increase participation in the W.I.C. program.

F. **CONSIDER AWARD CONTRACT FOR THE DEMOLITION AND REMOVAL OF OLD PARKING LOT AND INSTALLATION OF NEW CONCRETE PARKING LOT AND SECURITY FENCING AT W.I.C. NUTRITION 411 SOUTH AUSTIN**

(C (Contact: Margaret Payton, WIC Director and Jerry Danforth, Facilities Director)

Award: Commercial Industrial Builders, Inc. - \$506,242.00

This contract is for the demolition and removal of the old parking lot and installation of new concrete parking lot and security fencing at the W.I.C. office located at 411 South Austin, Amarillo, TX.

G. **CONSIDER RESOLUTION - ADVANCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) IMPROVEMENTS ON HAGY BLVD AND PORT LANE AT BI-40 (AMARILLO BLVD). IN THE AMOUNT OF \$221,050.00**

(Contact: Matthew Thomas, City Engineer)

The Advance Funding Agreement with TxDOT would provide the City with reimbursement for engineering and construction costs associated with improvements within TxDOT right-of-way in conjunction with the planned reconstruction of Hagy Blvd and Port Lane. Reimbursements would be for actual costs, and a summary of the anticipated reimbursement follows:

Engineering: \$ 25,000.00

Construction: \$196,050.00

Total: \$221,050.00

H. **CONSIDER AWARD - MODIFICATION OF THE CITY OF AMARILLO POLICE DEPARTMENT PASSENGER ELEVATORS LOCATED AT 200 SE 3RD AVE IN AMARILLO. TEXAS**

(Contact: Jerry Danforth, Facilities Director)

American Elevator Co, Inc. -- \$654,939.00

This is for the modification contract with American Elevator Co, Inc. for the demolition, site preparation, security, installation, and modification of two passenger elevators for the Amarillo Police Department located at 200 SE 3rd Ave in Amarillo, Texas.

I. **CONSIDER LEASE AGREEMENT BETWEEN CONSOLIDATED NUCLEAR SECURITY, LLC (PANTEX) AND THE CITY OF AMARILLO FOR THE CONTINUED RENTAL OF THREE (3) BUILDING AT THE RICK HUSBAND INTERNATIONAL AIRPORT**

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

This item includes the lease of approximately 143,244 sq. ft. of land and buildings 314, 315, and 317 at the Airport. The buildings are used by the Department of Energy, National Nuclear Security Administration. The term of the lease is five (5) years, commencing on August 1, 2021, and ending on July 31, 2026. Lessee has the option to extend the lease for 3 one-year periods. Annual base rent is \$35,697.36, which increases by 1.5% per year.

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

ITEM 3 NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson called a public hearing and presented a resolution accepting State and Federal grants for the operation of Amarillo City Transit. The item was presented by Marita Wellage-Reiley, Transit Director. No citizens made comment during the public hearing. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Sauer:

RESOLUTION NO. 07-13-21-1

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE ACCEPTANCE OF GRANTS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FUNDING FROM THE AMERICAN RESCUE PLAN ACT AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR FUNDING UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION ACT (FAST) OF 2015, AS AMENDED

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

ITEM 3B: Item removed from the agenda with no action or discussion.

ITEM 3C: Item removed from the agenda with no action or discussion.

ITEM 4: Mr. McWilliams advised at 2:30 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.071 - Consult with Attorney about pending or contemplated litigation or settlement of same; Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter. (a.) City of Amarillo v. Mission Clay Pipe, et. al. 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.) Lease negotiations for the retail space at the downtown Parking Garage. Section 551.071 - Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter. (a.) Meet and Confer Agreement negotiations

Mr. McWilliams announced that the Executive Session was adjourned at 5:30 p.m. and recessed the Regular Meeting.

ATTEST:

Andrew Freeman, Managing Director of
Planning and Special Projects

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 12th day of July 2021, the Amarillo City Council met at 9:00 a.m. for a special session meeting held in the Education Room of the Globe News Center at 500 South Buchanan Street, with the following members present:

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|---------------|-----------------------------------|
| GINGER NELSON | MAYOR |
| COLE STANLEY | COUNCILMEMBER NO. 1 |
| FREDA POWELL | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | 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/CFO |
| DEBBIE REID | FINANCE DIRECTOR |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| JENIFER RAMIREZ | ASSISTANT TO THE CITY MANAGER |
| ANDREW FREEMAN | MANAGING DIRECTOR OF PLANNING AND SPECIAL PROJECTS |

Mayor Nelson established a quorum, called the meeting to order at 9:14 a.m., welcomed those in attendance and the following items of business were conducted:

To discuss and review the proposed 2021-2022 fiscal year budget

No final decisions were made, and no votes occurred. The meeting adjourned at 4:05 p.m.

ATTEST:

Andrew Freeman, Managing Director of
Planning and Special Projects

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 12TH of July 2021, the Amarillo City Council met at 6:00 pm. for a special meeting held in the Amarillo Civic Center North Exhibit Hall at 401 South Buchanan Street, with the following members present:

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|---------------|---------------------|
| GINGER NELSON | MAYOR |
| COLE STANLEY | COUNCILMEMBER NO. 1 |
| FREDA POWELL | MAYOR PRO TEM |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | COUNCILMEMBER No. 4 |

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

| | |
|-------------------|------------------------------|
| JARED MILLER | CITY MANAGER |
| KEVIN STARBUCK | DEPUTY CITY MANAGER |
| LAURA STORRS | ASSISTANT CITY MANAGER |
| FLOYD HARTMAN | ASSISTANT CITY MANAGER |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| JENNIFER RAMIREZ | ASSISTANT TO CITY MANAGER |
| STEPHANIE COGGINS | PUBLIC WORKS MANAGER |
| JONNI GLICK | INTERIM ASST. CITY SECRETARY |

Mayor Nelson opened the meeting and welcomed those in attendance.

1. CITY COUNCIL WILL DISCUSS AND RECEIVE PUBLIC COMMENT ON THE FOLLOWING CURRENT MATTERS OR PROJECTS

A. Parks and Recreation.

City Manager Jared Miller introduced Parks and Recreation Director Michael Kashuba who made a presentation on the state of Parks and Recreation.

Public Comment was received from the following citizens:

1. Lindsey Giles
2. Blake Siebrecht
3. Eddie McMurray
4. Johnnie Willis
5. Jan Edwards
6. Angela Greeson
7. Ann Anderson
8. Sharyn Delgado
9. Kaleen Reyna
10. Braellee Hundley
11. Jason Herrick
12. LaWanna Graf
13. Cheston Furrow
14. Cinthya Espinosa
15. Anthony Bethel
16. Jim Anderson
17. Jarvis Smith
18. Tony Freeman
19. Ruben Rivera
20. Alvina Music
21. Jason Tillery
22. Miya Almanza

23. Rick Sprouse
24. Debra McCartt
25. Lori Sprouse
26. Bruce Cude
27. Jake Curtis
28. Paul Rose
29. James Schenck
30. Timothy Ingalls
31. Shatara Mathis
32. Johnny Turner
33. Melodie Graves
34. Keith Morris
35. Tyler Llewellyn
36. Tyson Taylor
37. Tyler Rich

No final decisions were made, and no votes occurred.

ATTEST:

Jonni Glick,
Interim Assistant City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
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CITY OF AMARILLO

On the 13th day of July 2021, the Amarillo City Council met at 9:00 a.m. for a special session meeting held in the Education Room of the Globe News Center at 500 South Buchanan Street, with the following members present:

GINGER NELSON
COLE STANLEY
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
MAYOR PRO TEM/COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

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

JARED MILLER
KEVIN STARBUCK
FLOYD HARTMAN
LAURA STORRS
DEBBIE REID
BRYAN MCWILLIAMS
JENIFER RAMIREZ
ANDREW FREEMAN

CITY MANAGER
DEPUTY CITY MANAGER
ASSISTANT CITY MANAGER
ASSISTANT CITY MANAGER/CFO
FINANCE DIRECTOR
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
MANAGING DIRECTOR OF PLANNING AND
SPECIAL PROJECTS

Mayor Nelson established a quorum, called the meeting to order at 9:07 a.m., welcomed those in attendance and the following items of business were conducted:

To discuss and review the proposed 2021-2022 fiscal year budget

No final decisions were made, and no votes occurred. The meeting recessed at 12:44 p.m. and returned at 5:42 p.m. The meeting adjourned at 9:22 p.m.

ATTEST:

Andrew Freeman, Managing Director of
Planning and Special Projects

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 14th day of July 2021, the Amarillo City Council met at 9:00 a.m. for a special session meeting held in the Education Room of the Globe News Center at 500 South Buchanan Street, with the following members present:

| | |
|---------------|-----------------------------------|
| GINGER NELSON | MAYOR |
| COLE STANLEY | COUNCILMEMBER NO. 1 |
| FREDA POWELL | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | 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/CFO |
| DEBBIE REID | FINANCE DIRECTOR |
| JENIFER RAMIREZ | ASSISTANT TO THE CITY MANAGER |
| ANDREW FREEMAN | MANAGING DIRECTOR OF PLANNING AND SPECIAL PROJECTS |

Mayor Nelson established a quorum, called the meeting to order at 9:00 a.m., welcomed those in attendance and the following items of business were conducted:

To discuss and review the proposed 2021-2022 fiscal year budget

No final decisions were made, and no votes occurred. The meeting adjourned at 11:50 a.m.

ATTEST:

Andrew Freeman, Managing Director of
Planning and Special Projects

Ginger Nelson, Mayor

STATE OF TEXAS §
COUNTIES OF POTTER §
AND RANDALL §
CITY OF AMARILLO §

On the 19th day of July 2021, the Amarillo City Council met at 4:00 p.m. for a special session meeting held in the Education Room of the Globe News Center at 500 South Buchanan Street, with the following members present:

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|---------------|-----------------------------------|
| GINGER NELSON | MAYOR |
| COLE STANLEY | COUNCILMEMBER NO. 1 |
| FREDA POWELL | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | COUNCILMEMBER NO. 4 |

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

| | |
|------------------|-------------------------------|
| JARED MILLER | CITY MANAGER |
| FLOYD HARTMAN | ASSISTANT CITY MANAGER |
| LAURA STORRS | ASSISTANT CITY MANAGER/CFO |
| DEBBIE REID | FINANCE DIRECTOR |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| JENIFER RAMIREZ | ASSISTANT TO THE CITY MANAGER |

Mayor Nelson established a quorum, called the meeting to order at 4:05 p.m., welcomed those in attendance and the following items of business was conducted:

1. **Discuss and review the proposed 2021-2022 fiscal year budget.**

No final decisions were made, and no votes occurred. The meeting adjourned at 8:15 p.m.

ATTEST:

Jenifer Ramirez
Assistant to the City Manager

Ginger Nelson, Mayor
City of Amarillo

Amarillo City Council Agenda Transmittal Memo



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|---------------------|---------------------------------------|-------------------------|--|
| Meeting Date | June 22, 2021 | Council Priority | Fiscal Responsibility and Economic Development |
| Department | City Manager | | |
| Contact | Floyd Hartman, Assistant City Manager | | |

Agenda Caption

CONSIDER – Resolution approving the Second Amendment to the Meredith Supply Agreement

This item is to consider approval of a resolution including approval to execute contracts extending the original Meredith Supply Agreement (Agreement), subject to approval by all 11 member Cities.

Agenda Item Summary

This item is to extend the Agreement under existing terms for 5 years. The original 1961 agreement included terms that no longer apply such as repayment requirements to the United States for the Canadian River Project to construct the lake and supply systems. Those commitments for original construction were paid prior to the First Amendment to the Meredith Supply Agreement (First Amendment). Neither the First Amendment nor this Second Amendment change the language related to the original contract other than expiration. The shortened five-year term provides time to negotiate long term contract terms matching current operations with all member Cities.

Note, each member City has separate individual water supply agreements, which are separate and independent from this agreement, defining water volume available, maintenance and operation costs, and debt service for groundwater production that has been added in recent years.

Requested Action

Consider approval of resolution.

Funding Summary

There is not funding impact by this extension. Cities costs are included in the separate individual water supply agreements.

Community Engagement Summary

Ongoing agenda items for CRMWA and Member Cities.

Staff Recommendation

City Staff is recommending approval of the resolution.

**A RESOLUTION BY THE CITY OF AMARILLO, TEXAS,
APPROVING THE SECOND AMENDMENT
TO THE MEREDITH SUPPLY AGREEMENT**

WHEREAS, in connection with the development and construction of the Sanford Dam and Lake Meredith comprising the "Canadian River Project," the City of Amarillo, Texas (the "City") has entered into that certain Contract dated January 9th, 1961, as subsequently amended (known as the "Meredith Supply Agreement"), with the Canadian River Municipal Water Authority (the "Authority"), under which the Authority would provide all or part of the City's municipal water supply through the operation and maintenance of the Canadian River Project; and

WHEREAS, the Authority has entered into similar forms of the Meredith Supply Agreement with each of the other cities that are members of the Authority (the "Member Cities"); and

WHEREAS, pursuant to the terms of the Meredith Supply Agreement, as supplemented by subsequent Prepayment Agreements entered into between the Authority and each of its Member Cities, and pursuant to the financing mechanisms set out in the Meredith Supply Agreement and those Prepayment Agreements, the Authority and the Member Cities have completed the contractual repayment obligation to the United States for the Canadian River Project; and

WHEREAS, pursuant to the Meredith Supply Agreement, following completion of the contractual repayment obligation to the United States for the Canadian River Project the City has a vested right to renew its water supply agreement with the Authority, subject to other water supply availability and financial conditions; and

WHEREAS, the Authority has continued to provide municipal water supply to its Member Cities from the Canadian River Project and other conjunctive use sources, pursuant to the terms of the Meredith Supply Agreement and other existing contracts between the Authority and each of its Member Cities; and

WHEREAS, the Authority and the Member Cities mutually desire to affirm, restate, and extend the term of the original Meredith Supply Agreement, in support of long-term municipal water supply for the Member Cities through the life of the Canadian River Project; and

WHEREAS, by its Resolution No. 01/2021 – 10, dated January 13, 2021, the Authority's Board of Directors has approved the proposed form of a Second Amendment to the Meredith Supply Agreement, to extend the term of that agreement consistent with the Authority's operation and use of the Canadian River Project for the benefit of its Member Cities (the "MSA Second Amendment"), a copy of which form amendment is attached hereto as Exhibit A; and

WHEREAS, the Authority has consulted with the U.S. Bureau of Reclamation to obtain the Bureau's required prior approval of this MSA Second Amendment; and

WHEREAS, each of the Member Cities has consented to and approved the form of the MSA Second Amendment, as approved by the Board of Directors of the Authority;

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

SECTION 1. That the City approves the terms and conditions of the MSA Second Amendment and authorizes execution of the MSA Second Amendment on behalf of the City, to be binding and effective only upon the execution of the same form of MSA Second Amendment by the Authority and each of the other Member Cities.

SECTION 2. The declarations, determinations and findings declared, made and found in the preamble to this Resolution are hereby adopted, restated and made a part of the operative provisions hereof.

SECTION 3. That the City Secretary be and is hereby authorized to deliver a certified copy of this Resolution and minutes pertaining to its adoption to the Secretary of the Canadian River Municipal Water Authority for said Authority's records and proceedings.

SECTION 4. It is officially found, determined, and declared that the meeting at which this Resolution has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas this the 27TH day of July, 2021.

Ginger Nelson, Mayor

ATTEST:

Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



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|---------------------|---|-------------------------|-----------------------------------|
| Meeting Date | July 27, 2021 | Council Priority | Long Term Plan for Infrastructure |
| Department | Water Utilities – Osage Water Treatment Plant | | |
| Contact | Jonathan Gresham – Director of Utilities | | |

Agenda Caption

Consider Approval – Bid No. 7052, Annual Contract for Liquid Aluminum Sulfate Annual Contract to Chameleon Industries Inc. for \$53,125.00

Consideration of approval for Liquid Aluminum Sulfate Annual Contract for the Osage Water Treatment Plant.

Agenda Item Summary

Consider Approval

This purchase is for the Liquid Aluminum Sulfate Annual Contract. This will include deliveries in liquid form on scheduled dates for need. Product will be tested to verify that it meets specification on every delivery. This product is a coagulant that aids in the surface water treatment process to allow for proper treatment of surface water.

Requested Action

Utilities staff requests the approval of Bid No. 7052 Liquid Aluminum Sulfate Annual Contract for \$53,125.00

Funding Summary

This purchase will be funded from 52220.51350. This account has a current balance of \$180,923.87.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award.

Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|--|-------------------------|---------------------------|
| Meeting Date | July 13, 2021 | Council Priority | Infrastructure Initiative |
| Department | Capital Projects & Development Engineering | | |
| Contact | Matthew Thomas <i>MMT 6/21/21</i> | | |

Agenda Caption

CONSIDER – Approval of Change Order No. 1 for Lift Station 32 – Project No. 521805, Bid No. 6269 Williams Ditching, LLC – \$ (567,466.40)

Original Contract Amount: \$ 15,862,850.71
 This Change Order No. 1: \$ (567,466.40)
 Revised Contract Total: \$ 15,295,384.31

Agenda Item Summary

Change Order No. 1 addresses installation methods and associated quantities. The project was originally awarded with the alternate bid, which consisted of significantly more trenchless installation quantities. The City's preference is to revert quantities to the open cut method. The revised Contract Amount is based on unit prices in the bid. There are new line items that include: a) connecting the wastewater collection system to the South Haven subdivision, b) cost participation for unanticipated rock being encountered, and unforeseen change in material costs. The change order results in an overall net credit to the City.

Requested Action

Consider approval of Change Order No. 1 to the contract with Williams Ditching, LLC for a net deduction of \$567,466.40 for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 521805.17400.2040.

Community Engagement Summary

This project will have Level 1, modest impact. City staff will update the public with press releases during the project as needed.

Staff Recommendation

City staff is recommending approval of the contract.

Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|--|-------------------------|---------------------------|
| Meeting Date | July 13, 2021 | Council Priority | Infrastructure Initiative |
| Department | Capital Projects & Development Engineering | | |
| Contact | Matthew Thomas <i>MM 6/25/21</i> | | |

Agenda Caption

CONSIDER AWARD– Base Bid of Bid No. 7017/Project No. 530008 – FY 2017-2021 Community Investment Program: Manhole Rehabilitation (located on River Road Water Reclamation Facility outfall line)

Amarillo Utility Contractors, Inc. - \$329,400.00

Agenda Item Summary

The base bid is being awarded. The project includes construction services to furnish and install five new sanitary sewer manholes as part of the wastewater collection system. The manholes are of a minimum diameter of 6 ft, and are on the outfall line to the River Road Water Reclamation Facility. The manholes help convey wastewater from the northern half of Amarillo to the treatment facility.

Requested Action

Consider approval and award to Amarillo Utility Contractors, Inc. in the amount of \$329,400.00.

Funding Summary

Funding for this project is available in the Project Budget Number 530008.17400.2040.

Community Engagement Summary

This project is located outside of City Limits in ranchland. The general public will not be affected by this project. Coordination will occur with the property owner and River Road WRF personnel as the project progresses.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Amarillo City Council

Agenda Transmittal Memo



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|---------------------|--------------------------------------|-------------------------|--|
| Meeting Date | July 27, 2021 | Council Priority | |
| Department | Human Resources | | |
| Contact | Laura Storrs, Assistant City Manager | | |

Agenda Caption

Review and approval of RFP #10-21 for Pharmacy Benefit Management Services beginning CY2022.

Agenda Item Summary

The Human Resources Employee Benefits Division released an RFP for administration of Pharmacy Benefits. The top respondent is the current pharmacy provider MaxorPlus LTD.

Requested Action

Requesting approval for a 3-year contract (CY2022 through CY2024) with renewal options for two additional one-year terms for Pharmacy coverage (Administrative Fixed Costs of \$119,287).

Funding Summary

64100.71260 – Health Plan Fund

Community Engagement Summary

N/A

Staff Recommendation

Approval of a 3-year contract (CY2022 through CY2024) with renewal options for two additional one-year terms for Pharmacy Benefit Management Services with MaxorPlus LTD.

Amarillo City Council Agenda Transmittal Memo



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|---------------------|--------------------------------------|-------------------------|--|
| Meeting Date | July 27, 2021 | Council Priority | |
| Department | Human Resources | | |
| Contact | Laura Storrs, Assistant City Manager | | |

Agenda Caption
 Review and approval of the Major Medical RFP #08-21 for Third Party Administration for Employer Sponsored Medical and Dental Benefits beginning CY2022.

Agenda Item Summary
 The Human Resources Employee Benefits Division released an RFP for administration of Medical and Dental Benefits. The top respondents are as follows: Medical – Aetna Life Insurance Company and Dental – Metropolitan Life Insurance Company.

Requested Action
 Requesting approval for a 3-year contract (CY2022 through CY2024) with renewal option for two additional one-year terms for:

Medical: Net Fixed Costs of \$2,637,738 that includes TPA Administrative Costs and Allowances during the initial 3-year term.

Dental: Net fixed costs of \$240,864 that includes TPA Administrative costs and Allowances during the initial 3-year term.

Funding Summary
 64100.20000 - Health Plan Fund/64200.62000 - Dental Plan Fund

Community Engagement Summary
 N/A

Staff Recommendation
 Approval of a 3-year contract (CY2022 through CY2024) with renewal option for two additional one-year terms for Medical TPA services with Aetna Life Insurance Company and Dental TPA services with Metropolitan Life Insurance Company.

Amarillo City Council

Agenda Transmittal Memo



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|---------------------|---------------|-------------------------|--|
| Meeting Date | July 27, 2021 | Council Priority | Economic Development and Redevelopment |
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|-------------------|-----------------------|-----------------------|--|
| Department | City Manager's Office | Contact Person | Andrew Freeman, Managing Director - Planning and Special Projects |
|-------------------|-----------------------|-----------------------|--|

Agenda Caption

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS AMENDING THE AMARILLO MUNICIPAL CODE, TITLE IV, CHAPTER 4-6, ARTICLE III, DIVISION 4, SECTIONS 4-6-153 TO 158 FOR REGULATION OF EMBLEMS ON CITY OWNED PROPERTIES AND FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Agenda Item Summary

This ordinance amendment was drafted in response to a discussion with City Council related to the San Jacinto Neighborhood Plan recommending a possible Route 66 logo be placed on a water tower in the neighborhood. City Council discussed the topic and provided direction during the May 25, 2021 Council meeting. Highlights of the changes based on that discussion include the following:

- Adding water towers and emblem placement as an option with the following standards and guidelines:
 - Water tower emblems may be considered if exceptional circumstances exist, but should not be a common practice. Every city-owned water tower is not required to have an emblem. When emblems are painted, the following specific standards shall apply:
 - Designs will be reviewed by the Beautification and Public Arts Advisory Board before a recommendation is brought to City Council;
 - Designs will consider color of the tower, color of the emblem, size of the emblem, and other factors appropriate for the size and scale of the water tower; and
 - As part of the process, city staff will evaluate materials used and expected lifespan of any emblem in order to develop a plan for when the emblem may need to be repainted or replaced.
 - Water tower emblems should meet the following criteria:
 - Represent all of Amarillo, such as a City logo; or
 - Represent cultural or historical themes of national historical significance that can further the goal of city branding, tourism or community pride.
 - Other miscellaneous changes related to public hearing requirements and process to remove previously approved names or emblems

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

San Jacinto Neighborhood Plan

Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS
AMENDING THE AMARILLO MUNICIPAL CODE, TITLE IV,
CHAPTER 4-6, ARTICLE III, DIVISION 4, SECTIONS 4-6-
153 TO 158 FOR REGULATION OF EMBLEMS ON CITY
OWNED PROPERTIES AND FACILITIES; PROVIDING
FOR SEVERABILITY; PROVIDING FOR REPEALER;, AND
PROVIDING FOR PUBLICATION AND AN EFFECTIVE
DATE.**

WHEREAS, the Amarillo Municipal Code at Section 4-6-153, Definitions, of City-owned property regarding Land and facilities should include a water tower to provide for regulations in case an applicant requests to place a name or emblem on such tower;

WHEREAS, though every City-owned water tower is not required to have such a name or emblem, the City Council desires to have specific standards for those approved for a name or emblem on such tower in regards to design, materials, and other requirements for consistency and aesthetics; and

WHEREAS, the City Council finds it is in the best interest of public health, safety and welfare to regulate City-owned water towers in regards to a name or emblem being placed upon it.

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

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

SECTION 2. The Amarillo Municipal Code, Title IV, Chapter 4-6, Article III, Division 4, is hereby amended as follows:

Sec. 4-6-153. - Definitions.

Land and facilities includes parks, airport facilities, recreation facilities, water towers, buildings, streets, and the designation of commemorative street names and plaques that are compatible with community interest and will enhance the values and heritage of the City of Amarillo.

Historic names [NO TEXT CHANGE].

Sec. 4-6-154. - Application.

An application for a land or facilities name change must be filed with the City Secretary on an application form furnished by that department. The application must include the following:

- (1) The application fee. The City Council may waive the application fee if the City Council finds that payment of the fee would result in substantial financial hardship to the applicant.

(2) Fees associated with administration and hard costs for the sign, plaque, or emblem placement will be at the expense of the applicant, such as sign procurement and installation costs. The payment of the application fee is required at time of application submission.

(3)-(5) [NO TEXT CHANGE].

Sec. 4-6-155. - Standards.

(1) *In general.*

- a. The applicant shall be able to provide clear evidence that the individual to be honored has made a significant contribution to the economic vitality and/or quality of life in the Amarillo community.
- b. Naming shall begin early in the development and/or acquisition as possible.
 - i. Municipal facilities may be given the same name as a school site, where the sites abut one another;
 - ii. Subdivision names may be given where park lands are adjacent to or lie within the subdivision;
 - iii. Municipal recreation centers that are a part of or lie within the boundaries of a park shall bear the name of that park unless the park name cannot be incorporated in the facility name, or there is a compelling reason for the center to be named under the guidelines and criteria in this section.
- c. Names should be appropriate to the park, City-owned building, or recreational facility by reflecting the native wildlife, history, flora, fauna, geographic area, or natural geologic features related to the City of Amarillo.
- d. Names can be from significant historical events, cultural attributes, a local landmark or for a historical figure.
- e. Areas that can be recognized include: Points of entry, walkways, trails, room or patio within a City-owned building, recreational facilities such as group picnic areas, and physical features.
- f. Names which reflect the City's ethnic and cultural diversity are encouraged. Signage shall be in English.
- g. The renaming of land or facilities may be considered if exceptional circumstances exist, but should not be a common practice. In such circumstances, care must be taken to avoid renaming because the purpose of the prior naming had become obscured over time (and thus eliminate appropriate recognition or honor).
- h. Water tower emblems may be considered if exceptional circumstances exist, but should not be a common practice. Every city-owned water tower is not required to have an emblem. When emblems are painted, the following specific standards shall apply:

- I. Designs will be reviewed by the Beautification and Public Arts Advisory Board before a recommendation is brought to City Council;
 - II. Designs will consider color of the tower, color of the emblem, size of the emblem, and other factors appropriate for the size and scale of the water tower; and
 - III. As part of the process, city staff will evaluate materials used and expected lifespan of any emblem in order to develop a plan for when the emblem may need to be repainted or replaced.
- i. This division shall not supersede the City's right to seek and receive revenue by contracting the naming rights related to any facilities where such option is appropriate.

(2) *Guidelines and criteria.*

- a. Names honoring deceased individuals, groups, or families should be based on one (1) or more of the following criteria:
 - i. Made lasting and significant contributions to the protection of natural or cultural resources of the City of Amarillo;
 - ii. Made substantial contributions to the betterment of the City of Amarillo which has positively impacted the lives of citizens of the City of Amarillo;
 - iii. Be associated to an economic development or redevelopment activity in fulfillment of the City's mission;
 - iv. Commemorates a significant historical event;
 - v. Contributed outstanding civic service to the City for a minimum period of ten (10) years;
 - vi. Prohibited until at least two (2) years after the death of the person to be honored or the occurrence of the event to be commemorated.
- b. Names of living persons shall be considered only under one or more of the following circumstances:
 - i. The honoree contributed fifty (50) percent or more of the cost of a major facility. A contribution is not required to be monetary (example: land or building);
 - ii. The honoree initiated or contributed major time to the establishment of the City project;
 - iii. The overwhelming belief (public opinion) that the honoree would be likely be honored for that facility posthumously;
 - iv. No other individual now living has, or is likely to have, greater public support for being honored;
 - v. The honoree has given extraordinary service to the City and to the community;

- vi. The honoree has attained national or international prominence and achievement.
- c. Naming after an individual who has served as a City official or as a City employee shall occur after the person has separated from City service and should be based on one (1) or more of the following criteria:
 - i. Made contribution over and above the normal duties required by their positions;
 - ii. Had a positive impact on the past and future development of programs, projects, or facilities in the City of Amarillo;
 - iii. Made significant volunteer contributions to the community outside the scope of their job;
 - iv. Had exceptionally long tenure with the City of Amarillo; a minimum of ten (10) years;
 - v. Significant public support for a memorial to the City official or City employee on the occasion of their death or retirement.

d. Water tower emblems should meet the following criteria:

- i. Represent all of Amarillo, such as a City logo; or
- ii. Represent cultural or historical themes of national historical significance that can further the goal of city branding, tourism or community pride.
- e. Waiver. The City Council, by a three-fourths vote of its members, may waive any of the standards contained in this section when waiver would be in the public interest and would not impair the public health, safety, or welfare.

Sec. 4-6-156. - Review of application. [NO TEXT CHANGE].

Sec. 4-6-157. - Hearing before Commission or Advisory Board.

- (a) Depending on the type of facility name change being requested, the application will be forwarded to the appropriate Commission or Advisory Board for their recommendation. For example, a park name would go to the Parks and Recreation Board, and airport name would go to the Airport Advisory Board.
- (b) If determined to be required by City staff. ~~Notice~~ notice of a public hearing before the appropriate Commission or Advisory Board ~~Planning and Zoning Commission~~ must be advertised in the official newspaper of the City no fewer than fifteen (15) days before the date of the hearing. ~~The planning department~~ City staff must also send written notice of the public hearing to abutting property owners as ownership appears on the last approved ad valorem tax roll no fewer than fifteen (15) days before the date of the hearing. Notification signs must be posted along the street for no fewer than fifteen (15) days before the date of the hearing.

(c) The Commission or Advisory Board shall make a recommendation to the City Council of either approval or denial of the application based upon the testimony presented at the public hearing, the recommendations of City staff, and the standards contained in section 4-6-155.

(d) If determined by the appropriate Commission or Advisory Board that an emblem or name on city owned properties or facilities should be recommended to be removed or changed, the City Council can hear the recommendation and determine whether the removal or change of any previously approved emblem or name should be approved.

Sec. 4-6-158. - Hearing before the City Council. [NO TEXT CHANGE].

SECTION 3. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

SECTION 5. Publishing and Effective Date. This Ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of July, 2021 and **PASSED** on Second and Final Reading on this the ____ day of July, 2021.

Ginger Nelson, Mayor

ATTEST:

LeAnn Gallman, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council Agenda Transmittal Memo



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|---------------------|-------------------------------|-------------------------|---|
| Meeting Date | July 27, 2021 | Council Priority | Economic Development & Redevelopment; Civic Pride |
| Department | Community Development | | |
| Contact | Jason Riddlespurger, Director | | |

Agenda Caption

CONDUCT A PUBLIC HEARING AND CONSIDER A RESOLUTION TO APPROVE THE 2021/2022 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP ANNUAL ACTION PLAN

(Contact: Stefanie Rodarte-Suto, Assistant Community Development Director)

This item is to conduct a public hearing and consider a resolution approving the 2021/2022 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME). With approval, the 2021/2022 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) to allocate \$1,647,145 in CDBG funding and \$706,565 in HOME funding. The Community Development Advisory Committee (CDAC) is recommending the funding allocation outlined in the 2021/2022 Annual Action Plan.

Agenda Item Summary

Community Development facilitated a process to receive requests for proposals (RFP) for CDBG and HOME funding. Community Development held two public meetings on June 8th and June 10th, 2021 to present the submitted RFPs to the CDAC for review and consideration. The CDAC listened to presentations and evaluated the RFPs, formulating a recommendation in the Annual Action Plan for consideration by the City Council. With City Council approval, the 2021/2022 Annual Action Plan will be submitted to HUD.

A summary of recommended projects is attached for review.

Requested Action

*Conduct a public hearing on the 2021/2022 Annual Action Plan

*Approval of the resolution to adopt the 2021/2022 Annual Action Plan and recommended funding by CDAC.

Funding Summary

CDBG Funding - \$1,647,145

- Building Safety - \$334,228
- Public Services Projects - \$247,072 (maximum allowable allocation)
- Neighborhood Improvements - \$250,000
- Owner Occupied Housing Improvements - \$486,416
- Planning and Management - \$329,429 (maximum allowable allocation)

HOME Investment Partnership Funding - \$706,565

- HOME Administration - \$70,656 (maximum allowable allocation)
- Tenant Based Rental Assistance (TBRA) - \$467,926
- Rental Rehab - \$29,998
- Community Housing Development Organizations (CHDO) - \$105,985 (maximum allowable allocation)
- CHDO Operating - \$32,000

Community Engagement Summary

The CDAC conducted two public meetings on June 8th and 10th of 2021 to receive presentations on proposed projects and input from the community.

On June 8th, ten presentations were made by applicants for CDBG funding and three presentations were made on behalf of those applying for HOME funds. On June 10th, CDAC reconvened to discuss the applications and complete funding recommendations. Meeting minutes are available for review.

Staff Recommendation

Staff recommends approval of the resolution adopting the 2021/2022 Annual Action Plan, authorizing staff to submit the plan to HUD and award funding.

Amarillo City Council

Agenda Transmittal Memo



Community Engagement Summary

The CDAC conducted two public meetings on June 8th and 10th of 2021 to receive presentations on proposed projects and input from the community.

On June 8th, ten presentations were made by applicants for CDBG funding and three presentations were made on behalf of those applying for HOME funds. On June 10th, CDAC reconvened to discuss the applications and complete funding recommendations. Meeting minutes are available for review.

Staff Recommendation

Staff recommends approval of the resolution adopting the 2021/2022 Annual Action Plan, authorizing staff to submit the plan to HUD and award funding.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS; CONDUCTING A PUBLIC HEARING AND AUTHORIZING THE ADOPTION OF THE 2021/2022 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP ANNUAL ACTION PLAN AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; DESIGNATING THE DEPUTY CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO CITY'S PARTICIPATION IN SAID PLAN; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, a Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Annual Action Plan must be adopted by the City of Amarillo in fulfillment of the requirements of the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, the Community Development Advisory Committee (CDAC) publicized neighborhood and community meetings on June 8, 2021 and June 10, 2021 to receive citizen input with respect to the Community Development Block Grant and HOME Investment Partnership Program for the 2021-2022 Annual Action Plan;

WHEREAS, the 2021-2022 Annual Action Plan was available in the Community Development office for public review and comment for at least thirty (30) days;

WHEREAS, the City Council has reviewed the 2021-2022 Annual Action Plan as recommended by the Community Development Advisory Committee (CDAC) of the City of Amarillo and finds it to be consistent with the five year comprehensive planning document for Housing and Community Development;

WHEREAS, the City Council conducted a public hearing on this date to consider the views and opinions of the citizens, especially those most affected by the 2021-2022 Annual Action Plan; and

WHEREAS, the City Council designates the Deputy City Manager as the City's authorized official as to the City's participation in such Plan.

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

Section 1. The 2021-2022 Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Annual Action Plan is hereby adopted for the CDBG in the amount of \$1,647,145 and the HOME in the amount of \$706,565.

Section 2. The Community Development Advisory Committee (CDAC) evaluated the Requests for Proposals (RFPs), and the City Council hereby adopts the CDAC's recommendation for the 2021/2022 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development (HUD).

Section 3. The City Council further designates the Deputy City Manager as the City's authorized official as to the City's participation in the 2021-2022 CDBG and HOME Annual Action Plan on behalf of the City.

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

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

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

PASSED AND APPROVED this 27th day of July, 2021.

Ginger Nelson, Mayor

ATTEST:

Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



| | | | |
|---------------------|---------------|-------------------------|---------------|
| Meeting Date | July 27, 2021 | Council Priority | Redevelopment |
|---------------------|---------------|-------------------------|---------------|

| | |
|-------------------|--|
| Department | Amarillo Economic Development Corporation Kevin Carter, President and CEO |
|-------------------|--|

Agenda Caption

RESOLUTION – APPROVING THE PROPOSED OPERATING BUDGET FOR THE FISCAL YEAR 2021/2022 FOR THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION

(Kevin Carter, President and CEO of the Amarillo Economic Development Corporation)

This resolution approves the 2021/2022 budget for the Amarillo Economic Development Corporation. The Amarillo Economic Development Corporation's purpose is promoting and developing warehousing, industrial and manufacturing enterprises to promote and encourage employment and the public welfare.

Agenda Item Summary

This resolution approves the 2021/2022 budget for the Amarillo Economic Development Corporation. The Amarillo Economic Development Corporation's purpose is promoting and developing warehousing, industrial and manufacturing enterprises to promote and encourage employment and the public welfare. This budget is recommended for approval by the Amarillo Economic Development Corporation Board of Directors.

Requested Action

Council consideration and approval of the Amarillo Economic Development Corporation 2021/2022 fiscal year budget.

Funding Summary

N/A

Community Engagement Summary

The 2021/2022 fiscal year budget has been reviewed and approved for Council consideration at the July 19, 2021 meeting of the Amarillo Economic Development Corporation Board of Directors.

Staff Recommendation

Staff recommendation is to approve the Amarillo Economic Development Corporation 2021/2022 fiscal year budget.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
APPROVING THE PROPOSED OPERATING BUDGET FOR
THE FISCAL YEAR 2021-2022 FOR THE AMARILLO
ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the creation of the Amarillo Economic Development Corporation was authorized by City of Amarillo Resolution No. 1-16-90-2 for the purpose of promoting and developing warehousing, industrial, and manufacturing enterprises in order to promote and encourage employment and the public welfare, in accordance with state law; and

WHEREAS, by a majority vote of persons voting on November 7, 1989 the City Council levies an additional sales tax of one-half percent to be used for the above stated activities by the Amarillo Economic Development Corporation; and

WHEREAS, the Bylaws of the Amarillo Economic Development Corporation require that it submit its annual budget to the City Council for approval; and

WHEREAS, the Board of Directors of the Amarillo Economic Development Corporation has prepared, approved and submitted a proposed budget for approval; and

WHEREAS, the City Council finds that the proposed budget is in order and should be approved; now, therefore,

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

SECTION 1. That the Proposed Operating Budget for the period of October 1, 2021 to September 30, 2022 of the Amarillo Economic Development Corporation, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting.

SECTION 2. The City Secretary shall certify a copy of this Resolution to the Amarillo Economic Development Corporation, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 27th day of July, 2021.

Ginger Nelson, Mayor

ATTEST:

Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



**AMARILLO ECONOMIC DEVELOPMENT CORPORATION
FY 2021-2022 BUDGET REQUEST
SUMMARY**

| | OPERATING FUND | | | | |
|---|-----------------------|--------------------|--------------------|--------------------|--------------------|
| | FY17-18 | FY 18-19 | FY 19-20 | FY 20-21 | FY 21-22 |
| ADMINISTRATIVE | | | | | |
| Personnel | \$1,136,489 | \$1,177,500 | \$1,254,700 | \$1,254,700 | \$1,315,816 |
| Operations | \$369,306 | \$366,500 | \$388,800 | \$388,800 | \$398,340 |
| <i>Total Administrative</i> | <i>\$1,505,795</i> | <i>\$1,544,000</i> | <i>\$1,643,500</i> | <i>\$1,643,500</i> | <i>\$1,714,156</i> |
| MARKETING/BUSINESS DEVELOPMENT | | | | | |
| Marketing/Business Development | \$595,000 | \$600,000 | \$1,700,000 | \$700,000 | \$750,000 |
| <i>Total Marketing/Business Dev.</i> | <i>\$595,000</i> | <i>\$600,000</i> | <i>\$1,700,000</i> | <i>\$700,000</i> | <i>\$750,000</i> |
| TOTAL ADMINISTRATIVE & MARKETING/BUSINESS DEV. | \$2,100,795 | \$2,144,000 | \$3,343,500 | \$2,343,500 | \$2,464,156 |
| | PROJECT FUND | | | | |
| | FY17-18 | FY 18-19 | FY 19-20 | FY 20-21 | FY 21-22 |
| TOTAL PROJECT SUPPORT | \$1,020,000 | \$1,000,000 | \$800,000 | \$800,000 | \$1,400,000 |
| GRAND TOTAL | \$3,120,795 | \$3,144,000 | \$4,143,500 | \$3,143,500 | \$3,864,156 |



**AMARILLO ECONOMIC DEVELOPMENT CORPORATION
FY 2021-2022 BUDGET REQUEST
BUDGET DETAIL**

OPERATING FUND

ADMINISTRATIVE

PERSONNEL

Payroll

| | | |
|---------------------------------------|-----------|------------------|
| AEDC Payroll | \$864,800 | |
| TPRDC Payroll* | \$132,000 | |
| Total Payroll (AEDC and TPRDC) | | \$996,800 |

Benefits

| | | |
|--|-----------|------------------|
| AEDC Benefits (32% of payroll) | \$276,736 | |
| TPRDC Benefits (32% of payroll)* | \$42,280 | |
| Total Benefits (AEDC and TPRDC) | | \$319,016 |

| | | |
|---|--|--------------------|
| TOTAL PERSONNEL (Payroll & Benefits) | | \$1,315,816 |
|---|--|--------------------|

OPERATIONS

| | | |
|--|----------|------------------|
| Auto Expenses (AEDC owned vehicle) | \$14,000 | |
| Office Supplies | \$5,000 | |
| Postage | \$1,000 | |
| Dues (local organizations) | \$10,000 | |
| Office Rent | \$85,000 | |
| Leased Equipment | \$10,000 | |
| Subscriptions | \$1,500 | |
| Communications | \$14,000 | |
| Travel Expense | \$20,000 | |
| Mileage (local) | \$1,000 | |
| Expenses (local) | \$20,000 | |
| Professional Services(legal, audit, retirement fees) | \$60,000 | |
| Fiscal Agent Fee | \$35,000 | |
| Insurance & Bond (property, general liability, D&O) | \$60,000 | |
| Capital Expense | \$14,000 | |
| TOTAL OPERATIONS | | \$350,500 |

TPRDC

| | | |
|--|----------|-----------------|
| Travel* | \$8,100 | |
| Office Support* (office expense to AEDC) | \$39,740 | |
| Total TPRDC Travel and Office Support | | \$47,840 |

| | | |
|-------------------------|--|------------------|
| TOTAL OPERATIONS | | \$398,340 |
|-------------------------|--|------------------|

TOTAL ADMINISTRATIVE **\$1,714,156**

(*Direct Reimbursement from TPRDC to AEDC)

MARKETING

The Marketing budget line items are comprised of select component categories including:

- Marketing Support, Technology & Software
- Content Development & Collateral Materials
- Business Development
- Business Retention and Expansion
- Local Market Development
- Workforce Initiatives

*For more information please see Exhibit A

TOTAL MARKETING **\$750,000**

TOTAL ADMINISTRATIVE & MARKETING **\$2,464,156**

PROJECT FUND

PROJECT SUPPORT

The Project Support budget covers a number of large individual project budget items.

| | |
|---|-----------|
| Amarillo Chamber of Commerce (program partnership support) | \$75,000 |
| Ports-to-Plains Membership (paid for the City of Amarillo annually) | \$115,000 |
| Team Texas / Texas ED Council Membership | \$35,000 |
| High Ground of Texas Membership | \$25,000 |
| Texas Economic Development Corporation Membership | \$25,000 |
| WT Enterprise Center - Accelerator Program Sponsorship | \$25,000 |
| Business Park Infrastructure improvements | \$500,000 |
| WT Enterprise Center - Enterprize Challenge Program | \$600,000 |

TOTAL PROJECT SUPPORT **\$1,400,000**

GRAND TOTAL **\$3,864,156**



**EXHIBIT A: MARKETING & BUSINESS DEVELOPMENT BUDGET
DETAIL - FY 2021-2022**

| | | Estimated Cost | FY 21-22 BUDGET REQUEST |
|---|--|-----------------|-------------------------|
| Marketing Support | | | |
| Paid Media | Paid social media promotions, Google marketing, and local ad placements | \$32,000 | |
| Website | Enhancements, page additions and redesign as needed | \$10,000 | |
| Photography for print and web | New local images for use on website and collateral print/digital use | \$3,000 | |
| Inbound marketing & sales development support | Full service digital marketing/consulting services for AEDC marketing and biz dev strategies. Includes web design and maintenance, graphic design, media services and or mixed media presentations/animation. Also includes blog content development and additional creative input on all digital and print materials, CRM management to support complete sales cycle. | \$125,000 | |
| | | SUBTOTAL | \$170,000 |
| Marketing Technology & Software | | | |
| HubSpot | Annual contract cost for website/email/social media monitoring & management with sales software & sales capability | \$20,000 | |
| GIS Systems | Annual contract for mapping and demographic software and website shared with the City of Amarillo | \$12,000 | |
| | | SUBTOTAL | \$32,000 |
| Content Development | | | |
| Copywriting | Additional services needed for website/blog/paid media copy as needed | \$5,000 | |
| Graphic Design | Additional graphic design services as needed for print/web content | \$5,000 | |
| Video Content Production | Video content production for national campaign use | \$10,000 | |
| | | SUBTOTAL | \$20,000 |
| Collateral Materials | | | |
| Annual Printing Needs | Printing of various reports, brochures and maps | \$10,000 | |
| Promotional Giveaways | Promotional items for distribution at conferences/trade shows to support AEDC brand | \$10,000 | |
| Prospect Follow Up | Thank you gifts for prospects or key site selectors following favorable discussions or events | \$5,000 | |
| | | SUBTOTAL | \$25,000 |
| Business Development | | | |
| Ports to Plains Events | Registration & travel costs for (3) Ports to Plains events. | \$5,000 | |
| Team Texas Events | Registration & travel costs for (8) Team Texas events | \$40,000 | |
| High Ground of Texas Events | Registration & travel costs for (6) High Ground of Texas events | \$40,000 | |
| Consultant Road Shows/Conferences | Travel costs for trips to visit site consultants and attend CRE events | \$30,000 | |
| TEDC Events | Registration & travel costs for participation in TEDC hosted events. | \$20,000 | |
| Texas Development Corporation events | Registration & travel costs for participation in Governor's office ED events. | \$25,000 | |
| Target Industry Conferences | Registration & travel costs for industry focused conferences | \$50,000 | |
| Target Industry Conference Sponsorships | Sponsorships for (3) industry conferences | \$75,000 | |
| Private Industry Receptions | Costs associated with (6) private reception events in targeted local markets with key industry individuals | \$50,000 | |
| | | SUBTOTAL | \$335,000 |
| Local Market Development | | | |
| Local Events | Support of City, SBDC, and Chamber events | \$20,000 | |
| State of the Economy | Speaker fees, catering, collateral, and promotional needs | \$40,000 | |
| | | SUBTOTAL | \$60,000 |
| Business Retention and Expansion Initiatives | | | |
| Employer Engagement | Existing primary employer outreach | \$10,000 | |
| Corporate Site Visits | Site visits to (4) corporate HQ locations outside of Amarillo | \$30,000 | |
| BRE Marketing | BRE targeted marketing/events/receptions | \$13,000 | |
| | | SUBTOTAL | \$53,000 |
| Workforce Initiatives | | | |
| Employer Engagement | Building Your Future workforce events (2) | \$8,000 | |
| Social Media Promotions / Printed Materials | Monthly campaigns / printed collateral | \$3,500 | |
| Sponsored Partnerships | Sponsorships for area events including career fairs, STEM programs, workforce events, etc. | \$10,000 | |
| Workforce Digital Content | Workforce software, blogs, videos, photography, etc for Take Root site and events | \$13,500 | |
| Intern Experience | Summer Intern Experience events and collateral | \$5,000 | |
| | | SUBTOTAL | \$40,000 |
| Miscellaneous | | | |
| Miscellaneous | | \$15,000 | |
| | | SUBTOTAL | \$15,000 |
| TOTAL MARKETING & BUSINESS DEVELOPMENT | | | \$750,000 |

Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|---------------------------------|-----------------------|----------------------|
| Meeting Date | July 27, 2021 | Council Pillar | Economic Development |
| Department | AEDC | | |
| Contact | Kevin Carter, President and CEO | | |

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND NORTH HEIGHTS LINEN SERVICE, LLC

Agenda Item Summary

North Heights Linen Service, LLC will be a work-owned co-op that provides linen service to regional hospitals and businesses.

Highlights of the project include:

- **25,000 Sq. Ft. facility located at 601 W. Amarillo Blvd.**
- **100 new employees projected**
- **\$3,300,000 new payroll projected by year 5**
- **Incentive of \$250,000 for job creation**

AEDC will provide North Heights Linen Service, LLC \$250,000 for maintaining an average of \$1,000,000 in new payroll over a 5-year period. These funds will be paid up front and will be based on a 5-year performance term. If payroll number is not met, then a percentage of incentive would be due back to the AEDC.

Based on the level of projected payroll, the AEDC Board of Directors approved the LIA on June 28, 2021, with a 3-0 vote with 1 abstention. The abstention was due to board member financing part of the project.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

\$250,000 for Job Incentive.

Staff Recommendation

AEDC staff is recommending approval of the Location Incentive Agreement.

| | | | |
|-----------------------------------|-------------------------|----------------------------|-----|
| Project Type | Targeted Infrastructure | Years in Business | N/A |
| Industry | Wholesale Trade | Current # Employees | N/A |
| Current Annualized Payroll | N/A | 2020 YTD Sales | N/A |

1. Company Summary

North Heights Linen Service will be a work owned co-op that provides linen needs to local and regional hospitals, a service that is currently outsourced. The 25,000 square foot facility is currently under construction at 601 West Amarillo Boulevard. The Amarillo Area Foundation has been working on this project for over 9 years and has made a \$3 million investment. The purpose of NHLS is not simply job creation, these jobs will lead to opportunities of ownership, enabling worker to accumulate wealth and overcome poverty.

2. Project Summary

North Heights Linen Service (NHLS) expects to begin hiring in the next few weeks. The plant manager has been hired and will start the hiring process soon. Once operational, twelve employees will be hired initially to service the linen. As more customers begin using the linen services of NHLS, more employees will be hired.

3. Location Incentive Agreement (LIA) Term

AEDC has offered a \$250,000 incentive, with the requirement creating an average of \$1 million in new payroll over the estimated 5 years of hiring to full operations in 2025.

4. Economic Impact

| | |
|-----------------------------------|---|
| Projected New Employees | 100 new FTE's by 2025 |
| Projected Payroll Increase | \$700,000 in year 1 / \$3.3MM by year 5 |
| Projected CapEx | \$3MM + |

LOCATION INCENTIVES AGREEMENT
Between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
NORTH HEIGHTS LINEN SERVICE, LLC

THIS LOCATION INCENTIVES AGREEMENT (“Agreement”) is entered into on the [redacted] day of [redacted], 2021 (“**Effective Date**”), by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION (“Amarillo EDC”)**, a Texas non-profit corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas; and **NORTH HEIGHTS LINEN SERVICE, LLC (“NHLS”)**, a limited liability company duly organized and existing under the laws of Texas.

NOW, THEREFORE, in consideration of these presents and the mutual agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **Amarillo EDC** and **NHLS** hereby agree as follows:

The following defined terms will be used in this Agreement:

| Defined Term | Definition |
|---------------------|--|
| Affiliate | Any entity controlling, controlled by, or under common control with NHLS, “control” being determined based on ownership of at least fifty percent (50%) of an entity’s outstanding voting equity interests, provided each such affiliate agrees to be bound by the applicable provisions of this Agreement |
| Amarillo Operations | NHLS’s and its Affiliates’ business activities provided primarily in or from the Facility |
| Date One | December 31, 2022 |
| Date Two | December 31, 2023 |
| Date Three | December 31, 2024 |
| Date Four | December 31, 2025 |
| Date Five | December 31, 2026 |
| Employee | Employees of NHLS or its Affiliates engaged in Amarillo Operations with jobs primarily classified in NAICS Code 42 |
| Facility | That certain linen cleaning facility to be located at 601 W. Amarillo Blvd, Amarillo, Texas 79107 |
| Payroll | Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees |
| Performance Year | Each 12-month period ending on Date One through Date Five; provided, however the first Performance Year shall be deemed to begin on the Effective Date and end on Date One, regardless whether such period totals one year |

INCENTIVE

1. **Purpose, Amount, and Payment of Incentive.** NHLS hereby requests, and Amarillo EDC hereby agrees to provide to NHLS, the amount of TWO HUNDRED FIFTY THOUSAND AND

LOCATION INCENTIVES AGREEMENT: [redacted], 2021
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION and
NORTH HEIGHTS LINEN SERVICE, LLC

Amarillo EDC ____ **NHLS** ____

NO/100 DOLLARS (\$250,000) in cash as more specifically described in this Agreement (“**Incentive**”). **NHLS** acknowledges that there are performance criteria and one or more potential repayment obligations to **Amarillo EDC** related to the Incentive under the terms of this Agreement. The Incentive is being conveyed or made available to **NHLS** for establishing and expanding Amarillo Operations and will be disbursed to **NHLS** within thirty (30) days of the later of the Effective Date or the full execution and delivery of this Agreement (including the Guaranty, defined below). **NHLS** agrees to diligently pursue construction and/or renovation of the Facility in a commercially reasonable manner such that ten (10) or more Employees are employed by **NHLS** and working at or from the Facility by Date One.

2. **Potential Repayment Of Incentive.**

a. **NHLS** shall repay to **Amarillo EDC** so much of the Incentive as determined under the terms of this Section 2. Except as otherwise specifically provided herein, any repayment obligation of **NHLS** shall be fully due and payable to **Amarillo EDC** within thirty (30) days of **Amarillo EDC**'s written notice and demand therefore.

b. **NHLS** shall repay to **Amarillo EDC** a pro-rata portion of the Incentive determined by multiplying the Incentive by a fraction, the numerator of which is the average Payroll maintained in Amarillo Operations during the five (5) Performance Years and the denominator of which is \$1,000,000, represented as follows:

$$\$250,000 \times (\text{Average Payroll over all Performance Years} / \$1,000,000)$$

c. Notwithstanding anything else herein to the contrary, in no event shall the calculations in this Section 2 give rise to any additional payment obligation of **Amarillo EDC** beyond the Incentive amount set forth above.

3. **Incentive Reporting.**

a. On or before January 31 immediately following each Performance Year, **NHLS** will and will cause each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefore, complete and provide to **Amarillo EDC** a written certificate on the form attached hereto as Exhibit B for the immediately preceding Performance Year, together with such backup documentation as **Amarillo EDC** may reasonably require, including without limitation a list of Employees, the Payroll received by each Employee during such year, and the total aggregate Payroll paid in Amarillo Operations during such year (each a “**Performance Report**”). In no event shall a Performance Report include any Employees or Payroll that are unrelated to Amarillo Operations. On each Performance Report, **NHLS** will clearly mark each Employee who was not, during the period the report relates to, engaged primarily in Amarillo Operations (and amounts paid to such employees will not be included as Payroll under this Agreement).

b. Each Performance Report must be certified to **Amarillo EDC** as true and correct by the Chief Executive Officer or similar supreme corporate authority of **NHLS** or the applicable Affiliate. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as **Amarillo EDC** may from time-to-time designate in writing.

c. **Amarillo EDC** is privileged, but not obligated, to develop, modify, and provide to **NHLS** templates for any report required under this Agreement and, in such event, **NHLS** shall utilize such templates for reporting purposes. **Amarillo EDC** is privileged to disregard any amounts reported to it for which it has not received backup documentation and information as may be reasonably necessary for it to confirm the amounts reported.

d. **NHLS** shall allow **Amarillo EDC** and its agents to examine records necessary to verify any reporting required under this Agreement should **Amarillo EDC** so request. **Amarillo EDC** understands that such information shall be for **Amarillo EDC's** use only in connection with confirming the accuracy of reports required hereunder and enforcing its rights relative thereto. Subject to any applicable Texas Public Information Act provision, or similar law, **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement). **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain any copies or transcriptions of any records. Any inspection shall be done with at least three (3) days advance notice, shall occur during normal working hours, and shall continue from day-to-day until complete.

e. **NHLS** will provide: (i) all reporting under this Agreement on a timely basis to **Amarillo EDC**, as provided above; and (ii) such other backup documents and information as **Amarillo EDC** may reasonably request. Failure to do so will constitute a condition of default under this Agreement. Payroll for any period, whether a quarter or Performance Year, shall be conclusively deemed to be zero if reports required hereunder are not timely provided.

f. In the event any amount reported to **Amarillo EDC** under this Agreement is discovered by **NHLS** to be inaccurate in any way, **NHLS** shall immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute report, describing in detail each item of information which was inaccurate and how so. If such replacement report establishes that **NHLS** received a benefit under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **NHLS** shall immediately repay such amount to the **Amarillo EDC** with interest at the contract rate since the date of such improper benefit.

4. **Governmental Approval.** This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). No advances or conveyances shall be made under this Agreement unless and until the Board of Directors of **Amarillo EDC** and the City Council of the City of Amarillo has unconditionally approved the Project (the "**Project Approval**"). Notwithstanding anything else herein to the contrary, this Agreement shall terminate and the parties shall go their separate ways with no further obligation hereunder (except as to obligations that specifically survive termination hereof) if Project Approval is not obtained within ninety (90) days of the Effective Date.

5. **NHLS's Representations and Warranties.** **NHLS** warrants and represents as of the Effective Date and continuously thereafter through Date Five:

a. It is a duly organized and existing limited liability company in good standing under the laws of Texas and is qualified to do business in the State of Texas.

b. The execution, delivery, and performance by **NHLS** of this Agreement have been duly authorized by its board of directors (or similar governing body) evidenced by written corporate resolutions, and are not in contravention of any law, rule, or regulation or of the provisions of **NHLS's** certificate of formation or company agreement (or similar governing documents), or of any agreement or instrument to which **NHLS** is a party or by which it may be bound.

c. Each financial statement of **NHLS** delivered to **Amarillo EDC** truly and accurately discloses **NHLS's** financial condition as of the date thereof and the results of its operations for the period covered thereby, and there has been no material adverse change in **NHLS's** financial condition and operations subsequent to the date of the most recent financial statement of **NHLS** delivered to **Amarillo EDC**.

d. No litigation, arbitration, administrative, or regulatory proceeding is commenced by or against the **NHLS** which after final judgment and the exhaustion of all potential appeals could be reasonably expected to be adversely determined.

e. None of **NHLS's** assets is subject to any material lien, security interest, or other encumbrance except as reflected in **NHLS's** financial statements delivered to **Amarillo EDC**, or as otherwise specified in writing and furnished to **Amarillo EDC** prior to the Effective Date.

f. No certificate or statement herewith or heretofore delivered by **NHLS** to **Amarillo EDC** in connection herewith, or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading in any material respect by reason of any omission.

6. **Amarillo EDC's Representations and Warranties.** **Amarillo EDC** represents and warrants to **NHLS** that, as of the Effective Date:

a. This Agreement and all other agreements, instruments, and documents required to be executed or delivered by **Amarillo EDC** pursuant hereto have been or (if and when executed) will be duly executed and delivered by **Amarillo EDC**, and are or will be legal, valid and binding obligations of **Amarillo EDC** (assuming Project Approval is timely obtained).

b. There are no actions, suits or proceedings pending or, to the actual knowledge of **Amarillo EDC**, threatened against **Amarillo EDC** preventing or prohibiting the transaction contemplated by this Agreement. The term "actual knowledge" as same applies to the **Amarillo EDC** shall mean the actual knowledge of Kevin Carter, without duty of investigation.

c. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions of, or constitute a default under any applicable law, or any judgment, order, or decree of any court having jurisdiction over **Amarillo EDC**.

7. **Affirmative Covenants of NHLS.** Beginning on the Effective Date and on a continuing basis for so long as either party owes a duty or obligations to the other under this Agreement, **NHLS** agrees that it will, at **NHLS's** expense:

a. Promptly inform **Amarillo EDC** of any litigation, or of any claim or controversy which might become the subject of litigation, against **NHLS** or affecting any of **NHLS's** property if such litigation or potential litigation after final judgment and the exhaustion of all potential appeals, if adversely determined, is reasonably likely to have a material adverse effect on **NHLS's** business.

b. Promptly pay when due any and all taxes, assessments, and governmental charges upon **NHLS** or against any of **NHLS's** property, unless the same is being contested in good faith by appropriate proceedings.

c. Promptly pay all lawful claims, whether for labor, materials or otherwise, unless and only to the extent that the same are being contested in good faith by appropriate proceedings.

d. Maintain its existence in its State of incorporation and its qualification to do business in Texas and promptly and properly comply with all laws, statutes, ordinances, and governmental regulations applicable to it or to any of its property, business operations, and transactions to the extent that failure to do so would be likely to have a material adverse effect on **NHLS's** business.

e. Operate the Facility in strict accordance with all applicable law.

f. Promptly cure any defects in the execution and delivery of this Agreement and all other instruments executed in connection with this transaction.

g. Do and perform all acts required of **NHLS** under this Agreement.

8. **Affirmative Covenant of Amarillo EDC.** **Amarillo EDC** shall:

a. At its sole cost and expense, pursue Project Approval with commercially reasonable diligence.

b. Do and perform all acts required by it under this Agreement.

9. **Negative Covenants of NHLS.** **NHLS** agrees that for so long as any actual or potential obligations of **NHLS** are owed under this Agreement, **NHLS** will not, without prior written consent of **Amarillo EDC**, which will not be unreasonably withheld, conditioned or delayed, discontinue or suspend **Amarillo Operations** for a period of more than thirty (30) consecutive days or liquidate or discontinue its normal operations with intent to liquidate, or sell, lease, transfer or otherwise dispose of all or substantially all of its assets, or of its accounts receivable.

10. **Default.** In addition to any other description of a default in this Agreement, the term "default", as used in this Agreement, means any one or more of the following:

a. Failure of **NHLS** to comply with the non-monetary terms and conditions of this Agreement, and cure or initiate the cure of such matter on or before thirty (30) days after notice from **Amarillo EDC**. If the cure is not reasonably possible within such thirty (30) day period, achieve completion of the cure within sixty (60) days of the date of notice from **NHLS** to **Amarillo EDC** of the inability to cure within such thirty (30) day period.

b. The failure of **NHLS** to timely perform any covenant or agreement of **NHLS** contained herein regarding payment of any amounts that may become due to **Amarillo EDC** hereunder.

c. Any statement or representation of **NHLS** contained herein or in any other writing heretofore or hereafter furnished by **NHLS** to **Amarillo EDC** is false or misleading in any material respect.

d. The insolvency of **NHLS**. "Insolvent" is defined to mean one either has declared to cease to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the United States or any other applicable jurisdiction's bankruptcy or similar laws.

e. The appointment of a receiver of **NHLS**, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

f. The execution by **NHLS** of an assignment for the benefit of its creditors.

g. The filing by **NHLS** of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy, reorganization, or similar proceeding, or the act of **NHLS** in institution or voluntarily becoming a party to any other judicial proceeding intended to effect a discharge of the debts of **NHLS**, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any of the rights or powers of a trustee or of any of the rights or powers granted to **Amarillo EDC** herein or in any other documents executed in connection herewith.

h. The failure of **NHLS** to pay any money judgment against it before the expiration of sixty (60) days after such judgment becomes final and no longer appealable.

i. The cessation of Amarillo Operations. In addition to any other indication that Amarillo Operations have ceased, Amarillo Operations shall be conclusively deemed to have ceased if: (i) **NHLS** fails to timely provide more than one (1) report required under this Agreement; or (ii) less than \$100,000 in Payroll is maintained in any Performance Year.

11. **Remedies.**

a. **Of Amarillo EDC.** The occurrence of an uncured default by **NHLS** under the terms and conditions of this Agreement shall be cause for **Amarillo EDC** to, at its option, (i) terminate **Amarillo EDC's** obligations under this Agreement, (ii) require repayment of all amounts received by **NHLS** under this Agreement, or (iii) both.

b. **Of NHLS.** If, in the event **Amarillo EDC** shall fail to pay the Incentive under the terms of this Agreement, **NHLS** shall, at its option have the right to terminate this Agreement, and all obligations and liabilities thereunder, whereupon neither party shall have any further obligations or liabilities hereunder except for obligations arising or relating to the period prior to such termination.

c. **Litigation Expense.** In the event either party must pursue legal action to enforce the other party's obligations hereunder, the prevailing party in such action shall be afforded, in addition to other relief awarded, all reasonable and necessary attorneys' fees, costs of the court, and other reasonable and necessary expenses incurred in connection therewith.

12. **Assignability.** THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, EXCEPT AS PROVIDED BELOW, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, NOT TO BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED.

13. **Certification Regarding Undocumented Workers.**

a. **NHLS** certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which **NHLS** no longer owes any duties or potential duties under this Agreement. "Undocumented Worker" shall mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) otherwise authorized under applicable law to be employed, on any basis or under any program, in the United States. **NHLS** shall immediately notify **Amarillo EDC** if: (i) **NHLS** becomes aware it or its Affiliate employs or has employed an Undocumented Worker; (ii) **NHLS** becomes aware or receives notice that it or its Affiliate is alleged to have employed an Undocumented Worker; or (iii) **NHLS** or its Affiliate is convicted of a violation under the following paragraph.

b. If between the Effective Date and the date on which **NHLS** no longer owes any duties or potential duties under this Agreement, **NHLS** or its Affiliate knowingly employs any Undocumented Workers and is convicted of a violation under 8 U.S.C. Section 1324a(f), **NHLS** shall repay to **Amarillo EDC** the full amount of the Incentive (less any amounts previously repaid by **NHLS** to **Amarillo EDC**, if any), without offset or deduction for any reason. Such amount shall be due and payable in full on the 120th day after the date **Amarillo EDC** notifies **NHLS** of the violation and interest shall accrue on such amount at the contract rate thereafter.

14. **Guaranty.** The execution and delivery of the Unconditional Continuing Guaranty ("**Guaranty**") in the form attached hereto as Exhibit A by all persons or entities identified as guarantors therein is a precondition to any obligation of **Amarillo EDC** hereunder.

15. **Cooperation on Publicity.** **NHLS** agrees to use best efforts to have one or more of its representatives attend all public events (e.g. press conferences) related in any way to this Agreement or the incentives offered or provided hereunder. Further, **NHLS** agrees to reasonably cooperate with **Amarillo EDC** on press releases and other publicity related to the subject matter of this Agreement and on-going efforts related to the recruitment and retention efforts of **Amarillo EDC** directed toward **NHLS**. **Amarillo**

EDC agrees to provide NHLS with a reasonable advance opportunity to review and comment on such press releases and publicity.

16. **Governing Law.** All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be in the state district courts of Potter County, Texas, to the exclusion of all other appropriate or permissible venues.

THIS WRITTEN LOCATION INCENTIVES AGREEMENT, TOGETHER WITH THE INSTRUMENTS DESCRIBED HEREIN AND CONTEMPLATED HEREBY, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND THE PROVISIONS HEREOF AND THEREOF MAY NOT BE WAIVED, TERMINATED OR AMENDED EXCEPT BY SUBSEQUENT WRITTEN AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TIME IS OF THE ESSENCE WITH REGARDS TO ALL DEADLINES IN THIS AGREEMENT.

17. **Notices.** All notices required or allowed by this Agreement shall be delivered (a) in person, by hand by overnight courier service for prepaid delivery on the next business day, (b) by certified mail, return receipt requested, postage prepaid, or (c) via e-mail or fax, provided that concurrent notice is delivered by any other approved method of delivery set forth in subsections a-c above, addressed to the party or person to whom notice is to be given at the following addresses:

If to Amarillo EDC: Kevin Carter, President and CEO
Amarillo EDC
801 South Fillmore, Suite 205
Amarillo, Texas. 79101
Phone: (806) 379-6411
Fax: (806) 371-0112
kevin@amarilloedc.com

With a copy to: John B. Atkins
Underwood Law Firm, P.C.
500 S. Taylor, Suite 1200
Amarillo, TX 79101
Phone: (806) 379-0376
Fax: (806) 242-0521
john.atkins@uwlaw.com

If to NHLS: Mary T. Emeny
North Heights Linen Service, LLC
3505 S. Georgia St.
Amarillo, Texas 79109
Phone:
Email:

Notice shall be deemed to have been given upon (a) the date of deposit, if hand delivered by overnight courier, (b) the date which is three (3) business days after being deposited into the US Mail as certified mail, return receipt requested and postage prepaid, or (c) the date transmitted by email or facsimile if concurrent notice is also sent by way of overnight courier on the same day as specified in this Section 17. The addresses (physical, telephonic or email) for the purpose of this paragraph may be changed by giving notice as provided herein; provided, however, that unless and until such written notice is actually received, the last address (physical, telephonic or email) stated herein shall be deemed to continue in effect for all purposes hereunder.

18. **Binding Effect.** The terms and provisions of this Agreement shall inure to the benefit of and apply to and bind the parties hereto and their respective permitted successors and assigns.

19. **Further Assurances.** Each party agrees that it will, from time to time after the Effective Date and without further consideration of any kind, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 19 shall survive the Effective Date.

20. **Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile signatures or other digitally imaged signature (e.g., portable document format) shall be deemed original signatures for all purposes.

21. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

23. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

24. **Survival.** Any provisions of this Agreement which by their terms are intended to be performed after any termination of this Agreement shall survive such termination. The foregoing is in addition to and not in exclusion of any survival provisions elsewhere set forth in this Agreement.

EXECUTED by the parties hereto, by their duly authorized representatives, to be and become effective on the Effective Date.

Amarillo EDC:

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

{NHLS Signature Page Follows}

NHLS:

NORTH HEIGHTS LINEN SERVICE, LLC

By: Saint Anthony's Legacy and Redevelopment Corporation, a Texas nonprofit corporation, its Managing Member

By: _____
Mary T. Emeny, Authorized Director and President

EXHIBIT A
GUARANTY FOR THE BENEFIT OF
AMARILLO ECONOMIC DEVELOPMENT CORPORATION

Specification of Obligations Guaranteed. By written agreement entitled Location Incentives Agreement (the “Agreement”) by and between **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (“**Amarillo EDC**”) and **NORTH HEIGHTS LINEN SERVICE, LLC**, a Texas limited liability company (“**NHLS**”) dated [REDACTED], 2021, **Amarillo EDC** and **NHLS** entered into an agreement to induce **NHLS** to establish and expand Amarillo Operations as therein defined. As inducement for **Amarillo EDC** to enter into such Agreement, the Agreement provides that the undersigned persons or entities (together, jointly and severally, “**Guarantor**”) shall guarantee performance of the obligations of **NHLS** under the Agreement, which is incorporated herein by reference and made a part hereof for all purposes.

Consideration. In consideration of the mutual promises and agreements contained in the Agreement, and to induce **Amarillo EDC** to enter into the Agreement, **Guarantor** hereby undertakes this unconditional Guaranty.

Guaranty by Guarantor. For the consideration recited above, and in compliance with the requirements of the Agreement, **Guarantor** does hereby guarantee to **Amarillo EDC**, its successors and assigns, as provided herein the due and punctual payment and performance by **NHLS** of **NHLS**’s obligations contained in the Agreement. This Guaranty shall expire when all obligations of **NHLS** shall have been performed in accordance with the Agreement. As from the expiration of this Guaranty, the **Guarantor** shall have no further obligations or liability under this Guaranty, whether or not this Guaranty is returned to the **Guarantor**. Nothing herein shall, however, be construed as imposing greater obligations and liabilities on **Guarantor** than are imposed on **NHLS** under the Agreement.

Guaranty of Payment. This is an unconditional and continuing guaranty of payment and performance to **Amarillo EDC**, its successors and assigns, and not just a guaranty of collection. **Amarillo EDC** may enforce **Guarantor**’s obligations hereunder without first suing or enforcing its rights or remedies for an uncured default against **NHLS** or against any other guarantor and if an action for enforcement is brought directly against **Guarantor**, **Guarantor** shall be entitled to all defenses available to **NHLS**. Alternatively, **Amarillo EDC** may enforce the Agreement obligations against **NHLS**, any final judgment for which shall be covered by this Guaranty. If **Amarillo EDC** recovers a final, unappealable judgment against **NHLS**, **Guarantor** shall not be entitled to assert any defense to the payment of such judgment or recovery, whether or not such defense could be separately asserted by **Guarantor** as a guarantor, so long as **Guarantor** shall not have been prevented by **Amarillo EDC** from intervening in any action brought by **Amarillo EDC**. Performance by **Guarantor** under the terms of this Guaranty shall in no event excuse or alleviate performance by **NHLS** of any other obligation under the terms of the Agreement not so performed by **Guarantor**, provided, however, **Amarillo EDC** shall not be entitled to double recovery.

Continuation of Guaranty in Regard to Specific Events. **Guarantor** hereby consents and agrees to and acknowledges that its obligations hereunder shall not be released or discharged by, the following: (a) the modification or alteration of the Agreement; (b) any forbearance or compromises granted to **NHLS** by **Amarillo EDC**; and (c) the insolvency, bankruptcy, liquidation, dissolution, or reorganization of **NHLS**.

Failure by **Amarillo EDC** to exercise its rights herein shall not operate as a waiver of the default or any other default thereafter. **Guarantor's** guaranty obligations will not be released, diminished, or discharged by any permitted assignment or subletting by **NHLS**, or by the acquisition or merger or consolidation of **NHLS**, or the acquisition of some or all of **NHLS's** assets by any person or entity.

Guarantor's Representations and Warranties. Each Guarantor represents and warrants on behalf of itself only, the following:

a. To the best of Guarantor's knowledge, the execution of this Guaranty is not in contravention of any law, rule or regulations or of any agreement or instrument to which it is a party or by which it may be bound;

b. To the best of Guarantor's knowledge, no action, proceeding, or investigation is pending or threatened which in any way prevents or interferes with or adversely affects its ability to enter into and perform under this Guaranty, or its ability to meet its obligations under this Guaranty; and

c. It is an equity owner of **NHLS** and has received or will receive direct or indirect benefit from the Agreement and the making of this Guaranty; it is familiar with the financial condition of **NHLS**; and **Amarillo EDC** has made no representations to it in order to induce it to execute this Guaranty other than as set forth in the Agreement.

Attorneys' Fees and Costs of Litigation. **Guarantor** agrees to reimburse **Amarillo EDC** for all expenses reasonably incurred in the enforcement of this Guaranty, including, but not limited to, reasonable attorneys' fees and court costs.

Notification. All notifications required under and/or having to do with this Guaranty shall be made to the following:

For **Amarillo EDC**:

Amarillo Economic Development Corporation
Attn: Kevin Carter, President and CEO
801 S. Fillmore, Suite 205
Amarillo, TX 79101

For **Guarantor**:

The address for such Guarantor on the signature page hereto.

Place of Performance of Guaranty. This Guaranty, performable by **Guarantor** in Amarillo, Potter County, Texas, embodies the entire agreement between the parties hereto, and supersedes all prior agreements, conditions and understandings, if any, related to the subject matter hereof. This Guaranty may be amended only by a written instrument executed by **Guarantor** and **Amarillo EDC**. The substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this Guaranty.

EXECUTED this ___ day of _____, 2021.

Guarantor:

Saint Anthony's Legacy and Redevelopment Corporation,
a Texas nonprofit corporation

By: _____
Mary T. Emeny, Authorized Director and President

Address: 203 W. 8th Ave., Suite 530
Amarillo, Texas 79101

ACCEPTED:

Amarillo Economic Development Corporation

By: _____
Kevin Carter, President and CEO

**EXHIBIT B
FORM OF PERFORMANCE REPORT**

[NHLS LETTERHEAD]

I, _____ [PRINTED NAME] _____, as _____ [TITLE] _____ of North Heights Linen Service, LLC, a Texas limited liability company ("**NHLS**"), provide this Certificate in connection with that certain Location Incentives Agreement ("**Agreement**") between NHLS and the Amarillo Economic Development Corporation ("**Amarillo EDC**") dated effective as of _____, 2021. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

I hereby certify and confirm to the Amarillo EDC on behalf of NHLS that the following are true and correct for the Performance Year (as defined in the Agreement) indicated below:

1. To the best of my knowledge, all funds received by NHLS from Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and improve the Facility and NHLS's operations thereon.
2. Payroll in Amarillo Operations for the indicated Performance Year totaled: \$ _____.
3. The backup documents and information attached hereto satisfy the conditions of the Agreement and are true, correct, and complete in all respects.

PERFORMANCE YEAR: January 1, 20____ through December 31, 20____

Printed Name: _____

Title: _____

Amarillo City Council

Agenda Transmittal Memo



| | | | |
|---------------------|---------------------------------|-----------------------|----------------------|
| Meeting Date | July 27, 2021 | Council Pillar | Economic Development |
| Department | AEDC | | |
| Contact | Kevin Carter, President and CEO | | |

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND ROBERSON CARTRIDGE COMPANY, LLC

Agenda Item Summary

Roberson Cartridge Company, LLC manufactures brass cartridges for firearms of any type.

Highlights of the project include:

- 41,000 Sq. Ft. facility located at 14711 Garrison Drive
- \$10,000,000 in new Capital Expenditure
- 50 new employees projected
- \$2,250,000 new payroll projected by year 3 (Average Salary of \$45,000)
- Incentive of \$500,000 for job creation (\$10,000 per new employee)
- Relocation Incentive of \$50,000 to attract new talent (\$2,500 per employee up to 20 employees)

AEDC will provide Roberson Cartridge Company, LLC \$500,000 for the creation of up to 50 FTE's. These funds will be paid out over 5 years and will be based on a 10-year performance term. AEDC will pay \$2,500 per employee up to 20 employees for relocation expenses for employees that move into the 5 county MSA.

Based on the level of jobs created and projected payroll, the AEDC Board of Directors approved the LIA on July 19, 2021, with a 5-0 vote.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

\$500,000 for Job Creation Incentive and \$50,000 for Relocation Reimbursement Incentive.

Staff Recommendation

AEDC staff is recommending approval of the Location Incentive Agreement.

Project Summary
Project # 20-05-01
July 27, 2021



| | | | |
|-----------------------------------|---------------|----------------------------|-----------|
| Project Type | Expansion | Years in Business | 4 |
| Industry | Manufacturing | Current # Employees | 4 |
| Current Annualized Payroll | \$200,000 | 2021 YTD Sales | \$250,000 |

1. Company Summary

RCC Brass, owned by Jeff Roberson, manufactures brass cartridges for any firearm, from vintage to wildcat designs, specializing in obsolete and hard to find cartridges, wildcat development, customized head stamps and more. They machine all cases on CNC lathes and mills, producing consistent case head hardness, weight, volume, and concentricity.

2. Project Summary

In order to expand his business to meet new opportunities, RCC Brass has ordered eight CNC machines and needs to increase his staff accordingly. He plans to hire 24 FTEs in the first year and another 26 FTEs in the second year. RCC Brass currently operates out of a rented space in Western Business Park. The company secured 27.5 acres and a 41,000+ sqft. building in Randall County at 14711 Garrison Drive for its expansion for \$1,700,000.

3. Location Incentive Agreement (LIA) Term

The Amarillo EDC has proposed –

- A job creation incentive at \$10,000 per Full Time Equivalent with an average annual wage of \$45,000 for the estimated new hires, allowing a 5-year creation timeframe.
- Relocation reimbursement incentive of \$2,500 per relocated employee for up to 20 employees, over all project phases.

4. Economic Impact

| | |
|-----------------------------------|--------------|
| Projected New Employees | 50 |
| Projected Payroll Increase | \$2,250,000 |
| Projected CapEx | \$10,000,000 |

LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
ROBERSON CARTRIDGE CO., LLC

This Agreement, entered into effective as of the 1st day of June, 2021 (“**Effective Date**”), is by and between the **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (“**Amarillo EDC**”), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and **ROBERSON CARTRIDGE CO., LLC**, a Texas limited liability company with its principal place of business in Randall County, Texas (“**RCC Brass**”).

Amarillo EDC is a tax-supported non-profit corporation whose primary income is a one-half of one percent sales tax collected within the City of Amarillo dedicated exclusively to economic development. **Amarillo EDC** exists for the primary purpose of stabilizing, diversifying and expanding the Amarillo economy through retention, expansion and recruitment of employment opportunities in order to benefit citizens of Amarillo and the surrounding area.

Amarillo EDC seeks to induce **RCC Brass** to expand Amarillo Operations (defined below). The retention and creation of new jobs in **RCC Brass**’ Amarillo Operations is expected to have a substantial stimulative effect on the Amarillo economy and create many new jobs for Amarillo citizens both directly in **RCC Brass**’ operations and because of **RCC Brass**’ expenditures for employee wages and goods and services in the Amarillo economy.

RCC Brass manufactures ammunition shell casings primarily from the Facility (defined below) to customers and consumers throughout the United States. **RCC Brass** desires to expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive workforce of a size **RCC Brass** believes is capable of supporting expansion of Amarillo Operations.

Amarillo EDC, by its execution of this Agreement, extends to **RCC Brass** an offer of financial incentives as inducement for **RCC Brass** to expand Amarillo Operations. **RCC Brass**, by its execution of this Agreement, accepts **Amarillo EDC**'s offer of financial incentives. **RCC Brass** pledges to use its best efforts to expand Amarillo Operations to the full extent provided in this Agreement.

The following defined terms will be used in this Agreement:

| Defined Term | Definition |
|---------------------|---|
| Affiliate | Any entity in which RCC Brass owns at least a 50% equity interest and that executes and delivers to Amarillo EDC , in form and substance reasonably satisfactory to Amarillo EDC , an agreement to be bound by the reporting requirements of this Agreement. |
| Amarillo Operations | RCC Brass ' and its Affiliates' ammunition casing manufacturing and operations (and reasonable future extensions thereof, including ammunition manufacturing) provided primarily at or from the Facility with jobs categorized primarily in NAICS Sector Number 33 |
| Date One | December 31, 2022 |
| Date Two | December 31, 2023 |
| Date Three | December 31, 2024 |
| Date Four | December 31, 2025 |
| Date Five | December 31, 2026 |
| Date Six | December 31, 2027 |
| Date Seven | December 31, 2028 |
| Date Eight | December 31, 2029 |
| Date Nine | December 31, 2030 |
| Employee | Employees of RCC Brass and its Affiliates engaged on behalf of RCC Brass or its Affiliates in Amarillo Operations at or from the Facility who maintain a permanent residence in the Amarillo Metropolitan Statistical Area (being Potter, Randall, Oldham, Armstrong, and Carson Counties, Texas) (" Amarillo MSA ") |
| Expansion Grant | As more particularly described in Section 2 |
| Expansion Increment | Each full increment of five FTEs and \$225,000 in Payroll maintained in Amarillo Operations over and above the FTE Floor and Payroll Floor, respectively; provided, however, the term will not include increments beyond 50 FTEs or \$2,250,000 in Payroll, in the aggregate |
| Facility | A manufacturing facility and related improvements (whether one or multiple structures) in Randall County, Texas owned or to be owned by RCC Brass or an Affiliate |

| Defined Term | Definition |
|------------------|--|
| FTE | An employee, to be counted as one FTE, will be any employee who has worked 1,820 hours or more during that period; provided, however, paid time off (whether for vacation, illness, bereavement, maternity/paternity, or other reason) shall be included in hours worked for purposes of this definition of FTE, if represented on a Payroll and FTE Report (defined below). Employees working more than 1,820 hours in a year will be counted as one FTE. Part-time Employees for a year will be treated as partial FTEs for the year and will be calculated by dividing the number of hours actually worked for each Employee working less than 1,820 hours by 1,820 and rounded to the nearest one-hundredth place. Full-time but less than full year Employees will be treated as partial FTEs and calculated as above. In no event may any one person count as more than one FTE for any year. The total of full-time FTEs and partial FTEs will constitute the total FTEs for the year |
| FTE Floor | Three (3) FTEs in Amarillo Operations |
| Payroll | Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees; provided, however, that the following components of compensation will be includable in Payroll: salary, hourly wages, and bonuses |
| Payroll Floor | \$164,000 in Payroll in Amarillo Operations |
| Performance Year | Each 12-month period ending on Date One through Date Nine |

NOW THEREFORE, in consideration of these presents, which are made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Purpose, Amount, and Terms of Incentives Package.**

a. **RCC Brass** hereby requests, and **Amarillo EDC** hereby agrees to provide, cash incentives under the terms and conditions of this Agreement. **RCC Brass** acknowledges that there are one or more potential repayment obligations to **Amarillo EDC** under the terms of this Agreement.

b. The consideration to be paid, advanced or expended by **Amarillo EDC** includes, (a) up to \$500,000 in cash as job creation and retention grants to be provided, subject to **RCC Brass**' qualification therefore, in installments as more specifically set out in this Agreement; and (b) up to \$50,000 in job relocation reimbursements. The funds described in Section 2 are being made available to **RCC Brass** for expanding Amarillo Operations and will be disbursed to or on behalf of **RCC Brass** in accordance with the terms of this Agreement, against delivery of all documents or instruments required under this Agreement.

2. **Incentive Opportunities for RCC Brass' Expansion of Amarillo Operations.**

a. From and after the Effective Date, **RCC Brass** agrees to use its best efforts to expand Amarillo Operations, creating new FTEs and increasing Payroll. Provided **RCC Brass** qualifies under the terms of this Section 2, **Amarillo EDC** will pay to **RCC Brass** one or more expansion grant installment payments under the terms of this section (each an “**Expansion Grant**” and together the “**Expansion Grants**”).

b. Each Expansion Grant will be up to \$50,000, payable in five annual installments of up to \$10,000 each, subject to reduction as described in Section 2(c). **RCC Brass** will be eligible for one Expansion Grant for each full Expansion Increment newly created prior to Date Five. **RCC Brass** agrees to maintain each Expansion Increment in Amarillo Operations for a four-year period beginning at the end of the Performance Year in which each such Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date Three, the four-year Expansion Grant retention requirement for such increment begins on January 1, 2025. **No Expansion Increment will be deemed to have been created unless and until both the full 5 FTEs and \$225,000 in Payroll for such Expansion Increment have been newly created.**

c. The first of five annual Expansion Grant installments called for under Section 2(b) will be due after the Performance Year in which a full Expansion Increment is first newly created. For each of the four years thereafter, if **RCC Brass** maintains both the additional 5 FTEs and \$225,000 in Payroll related to such Expansion Increment, there will be no deduction from the Expansion Grant installment amount due under Section 2(b) for such year and Expansion Increment. If **RCC Brass** fails to maintain one or both of the FTE or Payroll amounts related to an Expansion Increment in any of the four (4) Performance Years following the Date on which an Expansion Increment is newly created, the Expansion Grant installment related to such year and Expansion Increment will be reduced or eliminated altogether, as follows:

1. Should **RCC Brass** meet only one of either the FTE or Payroll amounts required (5 for FTEs and \$225,000 for Payroll) related to an Expansion Increment in a Performance Year, and miss the other target by no more than five percent (5%) of Payroll or ten percent (10%) of FTEs, the Expansion Grant installment called for under Section 2(b) for such year will be calculated as follows: $\$10,000 \times (\text{Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount]} \text{ related to such Expansion Increment} / [5 \text{ if FTEs fell short or } \$225,000 \text{ if Payroll fell short}])$.
2. There will be no Expansion Grant installment due for any Performance Year under Section 2(b) if either: (i) **RCC Brass** meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 5

FTEs and \$225,000 in Payroll for each Expansion Increment), and misses the other target by more than five percent (5%) of Payroll or ten percent (10%) of FTEs; or (ii) **RCC Brass** fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **RCC Brass** will give rise to a payment obligation of **Amarillo EDC** related to prior deductions from Expansion Grant payments. The denominator of the fraction in Section 2(c)(1) will only ever be 5 or \$225,000, depending on whether the additional FTE or Payroll requirement was missed for such year.

d. The Payroll and FTE Reports required to be provided by **RCC Brass** under Section 5 will be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each payment from **Amarillo EDC** required under this Section 2 will be payable within thirty (30) days of **Amarillo EDC's** receipt and approval of each Payroll and FTE Report (defined below) or other report or back-up documentation reasonably acceptable to **Amarillo EDC** establishing **RCC Brass's** right to such payment.

e. After each four-year Expansion Grant payment period, no Expansion Increment can be newly created for the same increment of FTEs and Payroll.

f. **RCC Brass** will use the funds provided by **Amarillo EDC** under Section 2 only to establish, maintain, or expand Amarillo Operations.

3. **Job Relocation Reimbursement Opportunity.**

a. In addition to any other amounts payable above, **Amarillo EDC** shall pay to **RCC Brass** an employee relocation incentive reimbursement in the maximum aggregate amount of \$50,000, as provided in this Section 3.

b. For all Employees who relocate their permanent residence from outside the Amarillo MSA into the Amarillo MSA on or before Date Five, and subject to the maximum in Section 3(a), above, **Amarillo EDC** shall, against delivery of back-up documents and information reasonably acceptable to **Amarillo EDC**, pay to **RCC Brass** a per-Employee relocation incentive reimbursement of the actual amount paid by **RCC Brass** to an Employee as reimbursement of such Employee's expenses incurred in moving to the Amarillo MSA (and in any event paid in addition to regular compensation and bonuses) subject to a maximum of \$2,500 per Employee.¹

c. In addition to any other reasonable requirement of **Amarillo EDC**, in order to be entitled to the payment(s) described in this Section 3, **RCC Brass** must provide reasonably

¹ To avoid confusion, on an Employee by Employee basis, **Amarillo EDC** will pay the actual amount paid or reimbursed by **RCC Brass** to an Employee to relocate to the Amarillo MSA or \$2,500, whichever is less, subject to the maximum in Section 3(a).

acceptable proof that: (i) the applicable Employee's prior permanent residence was outside the Amarillo MSA; (ii) such Employee relocated his permanent residence to the Amarillo MSA as a result of being newly hired by **RCC Brass** ("newly" meaning first hired after the Effective Date); and (iii) **RCC Brass** paid to such Employee an amount in addition to such Employee's compensation as a relocation reimbursement. Without limiting **Amarillo EDC's** right to reasonably determine what back-up documentation it will require under this Section 3, utility bills from before and after an Employee's move to the Amarillo MSA may confirm the Employee's move and check-stubs may confirm the relocation incentive payment having been in addition to other compensation.

d. The job relocation reimbursement described in this Section 3 will be paid annually within thirty (30) days following **Amarillo EDC's** receipt and approval of reports and backup documents and information establishing **RCC Brass'** right to such reimbursement. Such reports shall be submitted annually on or before February 28 following any Performance Year in which **RCC Brass** is eligible for the relocation reimbursement.

4. **Potential Repayment Obligation of RCC Brass.**

a. Notwithstanding anything else herein to the contrary and in addition to any other repayment obligation triggers in this Agreement, should Amarillo Operations cease while **Amarillo EDC** has any potential payment obligation under this Agreement, **RCC Brass** will not receive any Expansion Grant installments (under Section 2) or job relocation reimbursements (under Section 3) for the year in which Amarillo Operations ceased, nor any future years.

b. For purposes of this Section 4, a cessation of Amarillo Operations will be conclusively deemed to have occurred if (i) **Amarillo EDC** reasonably determines that Amarillo Operations have been permanently discontinued; (ii) **RCC Brass** fails to timely provide the reports required under this Agreement for more than one Performance Year, subject to the notice and opportunity to cure process in Section 9; or (iii) for any year in which **RCC Brass** is eligible for a payment under this Agreement, **RCC Brass** maintains less than either the FTE Floor or Payroll Floor in Amarillo Operations. A temporary halt, temporary delay, business disruption, or similar occurrence lasting less than forty-five (45) consecutive days, whether or not caused by a force majeure event, does not on its own constitute a cessation of operations.

5. **Measurement of and Provisions for Reporting FTEs and Payroll.**

a. On or before February 28 immediately following each Performance Year, **RCC Brass** will and will cause each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefore, complete and provide to **Amarillo EDC** a written certificate signed by an authorized corporate officer of **RCC Brass** or the applicable Affiliate on the form attached hereto as Exhibit A, for the immediately preceding Performance Year, together with all four employer's quarterly reports submitted to the Texas Workforce Commission

("TWC"), a list of Employees, the number of hours worked in Amarillo Operations by each Employee in such Performance Year, FTEs that each Employee represents for such year (in no event may any one person count as more than one (1) FTE for any year), Payroll received by each Employee during such year, and a total aggregate number of FTEs maintained and Payroll paid in Amarillo Operations during such year (each a "**Payroll and FTE Report**"). The Payroll and FTE Report, all TWC reports, and any backup documents or information provided therewith shall be clearly marked to indicate any Employees who were not primarily engaged in Amarillo Operations during the applicable Performance Year. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as **Amarillo EDC** may from time-to-time designate in writing.

b. **RCC Brass** also will allow **Amarillo EDC** and its agents to reasonably examine **RCC Brass**' applicable records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request. **Amarillo EDC** understands that such information will be for **Amarillo EDC**'s use solely to confirm the accuracy of reports required hereunder and to enforce **Amarillo EDC**'s rights under this Agreement. Subject to the Public Information Laws (defined below), **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that an **RCC Brass** representative will have the right to accompany **Amarillo EDC** or its agents during such review. **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain copies or transcriptions of **RCC Brass** records reviewed under this Section 5(b). Any inspection will be done with at least five days' advance notice to **RCC Brass**, will occur during normal working hours, and will continue from day-to-day until complete.

c. **RCC Brass** will provide reports on a timely basis to **Amarillo EDC**, as provided above, and failure to do so may, in the discretion of **Amarillo EDC**, constitute a condition of default under this Agreement, subject to the notice and opportunity to cure process in Section 9. In the event **RCC Brass** discovers any Payroll and FTE Report is inaccurate in any way, **RCC Brass** will immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute Payroll and FTE Report, highlighting each item of information which was inaccurate. If such replacement report establishes that **RCC Brass** received a payment under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **RCC Brass** will immediately repay such amount to **Amarillo EDC** with interest at eight percent (8%) per year since the date of such improper payment.

d. To qualify as an Affiliate of **RCC Brass** under this Agreement, each such Affiliate must execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** reasonably deems appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 5 and to have an authorized corporate officer certify all reports required hereunder as true and correct to **Amarillo EDC**. The qualification of

any third-party as an Affiliate under this Agreement will in no way alter the incentive payment procedures under this Agreement.

e. The tranche or increment of FTEs and Payroll on which each Expansion Increment is measured will rise with the establishment of each Expansion Increment. So, for example, if the third Expansion Increment is established (representing FTEs 11-15 and Payroll of \$450,001 to \$675,000 over and above the FTE Floor and Payroll Floor, respectively) but FTE or Payroll levels fall back under 11 and \$450,000, respectively, no new Expansion Increment will be deemed to have been created if FTEs and Payroll levels rise back up to 15 FTEs and \$675,000 in Payroll, over and above the FTE Floor and Payroll Floor, respectively. Similarly, the expiration of the four-year retention period for the annual Expansion Grant payments under Section 2(c) related to any Expansion Increment will not alter or affect the tranche or increment of FTEs and Payroll used to determine qualification for an Expansion Grant installment.

f. The Payroll and FTE Reports, as confirmed or modified by an audit by **Amarillo EDC** allowed under this Agreement, will be used to determine **RCC Brass'** qualification for any Expansion Grant installments under Section 2(c) and the repayment obligation under Section 5(c).

6. **RCC Brass' Representations and Warranties.** **RCC Brass** represents and warrants to **Amarillo EDC** as of the Effective Date and again upon the provision of any reports required to be provided to **Amarillo EDC** hereunder all of the following:

a. **ROBERSON CARTRIDGE CO., LLC** is a for-profit limited liability company, duly organized and existing in good standing under the laws of the State of Texas.

b. The expansion of Amarillo Operations has been duly authorized by **RCC Brass'** board of managers or equivalent governing authority and this Agreement and the performance by **RCC Brass** of its obligations under this Agreement are not in contravention of any law, rule or regulation or of the provisions of **RCC Brass'** certificate of formation or company agreement (or similar formation or governing document), or of any agreement or instrument to which **RCC Brass** is a party or by which it may be bound.

c. In the year ending on the Effective Date, **RCC Brass** maintained FTEs and Payroll in Amarillo Operations no greater than the FTE Floor and Payroll Floor, respectively.

d. No litigation or governmental proceeding is pending, or, to the knowledge of any of **RCC Brass'** officers, threatened against or affecting **RCC Brass**, which may result in a material adverse change in **RCC Brass'** business, properties, or operations sufficient to jeopardize **RCC Brass** as a going concern.

e. No certificate or statement herewith, heretofore delivered, or to be delivered by **RCC Brass** to **Amarillo EDC** in connection herewith (including, without limitation, any report required to be provided hereunder), or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements or information contained therein from being misleading.

f. The Texas Public Information Act, the Texas Open Meetings Act, and certain document retention statutes and regulations (together, "**Public Information Laws**") apply to **Amarillo EDC** and, as such, this Agreement and some or all of the information, communications, or documents created, obtained, or maintained by **Amarillo EDC** under this Agreement may be subject to required retention and public disclosure.

7. **Amarillo EDC's Representations and Warranties.** **Amarillo EDC** represents and warrants to **RCC Brass** as of the Effective Date the following:

a. To the best of its knowledge and belief, **Amarillo EDC** is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation organized under Chapters 501 and 504 of the Texas Local Government Code.

b. No litigation or governmental proceeding is pending, or, to the knowledge of any of **Amarillo EDC's** officers, threatened against or affecting **Amarillo EDC**, which if adversely determined is reasonably expected to result in **Amarillo EDC's** inability to meet its obligations under this Agreement.

c. To the best of its knowledge and belief, the Public Information Laws require this Agreement to be subject to public disclosure. All or parts of the FTE and Payroll reports required to be provided hereunder, in addition to other documents in **Amarillo EDC's** file or otherwise subject to its control relating to **RCC Brass**, may also be subject to public disclosure. **Amarillo EDC** will, for so long as it has documents or information that may be confidential or proprietary to **RCC Brass**, use commercially reasonable means available to it under the Public Information Laws to allow **RCC Brass** to seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas Government Code Section 552.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **RCC Brass** of any request involving its information.

8. **Force Majeure.** If, by reason of force majeure, such as war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; pandemic; epidemic; government lockdown or quarantine; terrorist act; power outage; fire, flood,

windstorm, hurricane, earthquake or other casualty, any party is reasonably unable to fulfill its obligations under this Agreement, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than three (3) months, and which period will be added to any scheduled period or deadline hereunder. A force majeure event pauses a party's performance obligation for the duration of the event, subject to the limit in this Section 8, but does not excuse it.

9. **RCC Brass' Events of Default and Amarillo EDC's Remedies.** In addition to any other right of **Amarillo EDC** elsewhere in this Agreement, the following will be events of default under this Agreement:

a. The insolvency of **RCC Brass**. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due or is insolvent within the meaning of the federal bankruptcy law.

b. The appointment of a receiver of **RCC Brass**, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

c. The filing by **RCC Brass** of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

d. The failure of **RCC Brass** to pay or perform any of its obligations under this Agreement within the time periods required by this Agreement.

e. Any material misrepresentation or materially inaccurate report, whether or not knowingly or intentionally provided, of **RCC Brass** to **Amarillo EDC**; provided that inaccuracies in any Payroll and FTE Report will be "material" only if such reports over-stated FTE or Payroll levels by more than five percent (5.0%).

In addition to any other remedy available by law, should any of these conditions not be cured within a period of thirty (30) days following written notice from **Amarillo EDC**, **Amarillo EDC** may, at its option, terminate any and all obligations of **Amarillo EDC** under this Agreement and require repayment of all funds expended by **Amarillo EDC** pursuant to the terms of this Agreement. Notwithstanding the foregoing, if a default of **RCC Brass** is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot reasonably be performed, done or remedied, as applicable, within such thirty (30) day period, no default shall be deemed to have occurred if **RCC Brass** commences the same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within ninety (90) days following written notice from **Amarillo EDC** under this paragraph. Notwithstanding the foregoing, the failure to timely pay any amount of money owed under this

Agreement will in no event involve an opportunity to cure beyond thirty (30) days from notice.

10. **Governing Law, Venue, and Attorneys' Fees.** All obligations of the parties are performable in Amarillo, Randall County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement will be exclusively in the State District Courts in and for Randall County, Texas. The prevailing party to any lawsuit arising from or related to this Agreement will be entitled to recover its reasonable and necessary attorneys' fees and costs. Interest on amounts past-due hereunder will accrue at the rate of eight percent (8%) per year.

11. **Notice.** All notifications required under and/or having to do with this Agreement will be made to the following:

For Amarillo EDC

Attn: Mr. Kevin Carter, President/CEO
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, Texas 79101
Reporting@AmarilloEDC.com
Kevin@AmarilloEDC.com

With a copy (which will not constitute notice) to

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105
John.Atkins@uwlaw.com

For RCC Brass

Attn: Jeff Roberson, President
ROBERSON CARTRIDGE CO., LLC
6213 Gainsborough Rd.
Amarillo, Texas 79106
Email: [REDACTED]

The correspondence address for either party may be revised from time-to-time upon advance written notice to the other party.

12. **Amarillo EDC Board and City Council Approval.** This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the **Amarillo EDC** and the City Council of the City of Amarillo, Texas within ninety (90) days of the Effective Date, this Agreement will terminate without further obligations upon **Amarillo EDC** or **RCC Brass**.

13. **Cooperation on Publicity.** **RCC Brass** agrees to cause one or more of its senior representatives to attend all public events (e.g. Board or City Council meetings, ground-

breakings, press conferences) related in any way to this Agreement, the Facility, and the like. Further, **RCC Brass** agrees to reasonably cooperate with **Amarillo EDC** on press releases and other publicity related to the subject matter of this Agreement, the Facility, and on-going efforts related to the recruitment and retention efforts of **Amarillo EDC** directed toward **RCC Brass**.

14. **Certification Regarding Undocumented Workers.**

a. **RCC Brass** certifies that it does not and will not knowingly employ an Undocumented Worker (defined below) between the Effective Date and the date upon which all parties no longer owe any duties under this Agreement. “**Undocumented Worker**” will mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under law to be employed in that manner in the United States. **RCC Brass** will immediately notify **Amarillo EDC** if: (i) **RCC Brass** becomes aware it employs or has employed an Undocumented Worker; (ii) it becomes aware or receives notice that it is alleged to have employed an Undocumented Worker; or (iii) it is convicted of a violation under the following subparagraph.

b. If between the Effective Date and the date on which both parties no longer owe any duties under this Agreement, **RCC Brass** knowingly employs an Undocumented Worker or is convicted of a violation under 8 U.S.C. Section 1324a(f), **RCC Brass** will repay to **Amarillo EDC** the entire amount expended by **Amarillo EDC** pursuant to the terms of this Agreement. Such amount will be due and payable in full on the 120th day after the date **Amarillo EDC** notifies **RCC Brass** of the violation and interest will accrue on such amount at the contract rate thereafter.

THIS AGREEMENT IS BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED by the parties hereto effective as of the Effective Date.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

LOCATION INCENTIVES AGREEMENT: June 1, 2021
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION and
ROBERSON CARTRIDGE CO., LLC

Amarillo EDC _____ **RCC Brass** _____

ROBERSON CARTRIDGE CO., LLC

By: _____
Jeff Roberson, President

LOCATION INCENTIVES AGREEMENT: June 1, 2021
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION and
ROBERSON CARTRIDGE CO., LLC

Amarillo EDC _____ **RCC Brass** _____

EXHIBIT A
FORM OF PAYROLL AND FTE REPORT

[RCC BRASS LETTERHEAD]

I, _____[PRINTED NAME]_____, as _____[TITLE]_____ of ROBERSON CARTRIDGE CO., LLC, a Texas limited liability company (“**RCC Brass**”), provide this report in connection with that certain Location Incentives Agreement (“**Agreement**”) between RCC Brass and the Amarillo Economic Development Corporation (“**Amarillo EDC**”) dated effective as of June 1, 2021. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

I hereby certify and confirm to the Amarillo EDC on behalf of RCC Brass that the following are true and correct for the Performance Year (as defined in the Agreement) indicated below:

1. All funds received by RCC Brass from Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and improve the Facility and RCC Brass’ operations thereon.
2. The aggregate number of FTEs maintained for the indicated Performance Year totaled:
_____.
3. Payroll in Amarillo Operations for the indicated Performance Year totaled:
\$ _____.
4. Attached hereto are true and correct copies of the back-up documents and information confirming the FTE and Payroll figures reported above, assembled in satisfaction of the reporting requirements of the Agreement.

PERFORMANCE YEAR: **January 1, 20**____ **through December 31, 20**_____

Printed Name: _____

Title: _____

Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|---------------------------------|-----------------------|----------------------|
| Meeting Date | July 27, 2021 | Council Pillar | Economic Development |
| Department | AEDC | | |
| Contact | Kevin Carter, President and CEO | | |

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND TORKWORX, LP

Agenda Item Summary

Torkworx, LP is an industrial controlled bolting service and supply company with focus on the Power Generation Industry, specifically wind, solar, gas and steam turbines. Torkworx has created a unique business model where they sell, repair and support tool product offerings as well as deliver on-site services using the same tooling for torque and tension solutions

Highlights of the project include:

- Facility located at 11401 Coulter Street South
- 80 new employees projected
- \$4,125,000 new payroll projected by year 3 (Average Salary of \$55,000)
- Incentive of \$960,000 for job creation (\$12,000 per new employee)
- Relocation Incentive of \$200,000 to attract new talent (\$2,500 per employee)

AEDC will provide Torkworx, LP with \$960,000 for the creation of up 80 FTE's. These funds will be paid out over 10 years and will be based on a 10-year performance term. AEDC will pay \$2,500 per employee for relocation expenses for employees that move into the 5 county MSA.

Based on the level of jobs created and projected payroll, the AEDC Board of Directors approved the LIA on July 19, 2021, with a 5-0 vote.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

\$960,000 for Job Creation Incentive and \$200,000 for Relocation Reimbursement Incentive.

Staff Recommendation

AEDC staff is recommending approval of the Location Incentive Agreement.

Project Summary
Project # 21-01-03
July 27, 2021



| | | | |
|-----------------------------------|-------------|----------------------------|----------|
| Project Type | Recruitment | Years in Business | 12 years |
| Industry | Utilities | Current # Employees | 75+ |
| Current Annualized Payroll | N/A | 2020 YTD Sales | N/A |

1. Company Summary

Torkworx, LP is an industrial controlled bolting service and supply company with focus on the Power Generation Industry, specifically wind, solar, gas and steam turbines. Torkworx has created a unique business model where they sell, repair and support tool product offerings as well as deliver on-site services using the same tooling for torque and tension solutions.

2. Project Summary

Torkworx is locating a regional field service office in Amarillo. They are in the process of purchasing a building on South Coulter. The company has experienced steady growth of 20%+ year over year. For 2021, they have been awarded the service on 4,000 wind turbines and expect the demand to continue to grow. The Amarillo area is an ideal location, there is a concentration of over 7,000 turbines within a 4-6 hour radius. They would like to grow the Amarillo Field Service location up to 45-75 FTE's and make it the company-wide training facility, which would also include a partnership with a local college in developing industry specific programs.

3. Location Incentive Agreement (LIA) Terms

The Amarillo EDC has proposed –

- A job creation incentive of \$12,000 per Full Time Equivalent with an average annual wage of \$55,000 for up to 80 FTE's, allowing a 2-year creation timeframe.
- A job relocation incentive of up to \$2,500 per FTE for up 25 employees.

4. Economic Impact

| | |
|-----------------------------------|--|
| Projected New Employees | 15 FTE's in 2021 45 – 75 by year 2 of operation |
| Projected Payroll Increase | \$4.125MM in payroll at full operation with up to 75 FTE's |
| Projected CapEx | Estimated \$500,000 |

LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
TORKWORX, L.P.

This Agreement, entered into effective as of the 1st day of July, 2021 (“**Effective Date**”), is by and between the **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (“**Amarillo EDC**”), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and **TORKWORX, L.P.**, a Texas limited partnership with its principal place of business in Spring, Harris County, Texas (“**TWLP**”).

Amarillo EDC is a tax-supported non-profit corporation whose primary income is a one-half of one percent sales tax collected within the City of Amarillo dedicated exclusively to economic development. **Amarillo EDC** exists for the primary purpose of stabilizing, diversifying and expanding the Amarillo economy through retention, expansion and recruitment of employment opportunities in order to benefit citizens of Amarillo and the surrounding area.

Amarillo EDC seeks to induce **TWLP** to establish and expand Amarillo Operations (defined below). The retention and creation of new jobs in **TWLP’s** Amarillo Operations is expected to have a substantial stimulative effect on the Amarillo economy and create many new jobs for Amarillo citizens both directly in **TWLP’s** operations and because of **TWLP’s** expenditures for employee wages and goods and services in the Amarillo economy.

Among other things, **TWLP** is in the business of providing service and repair work on wind power generators and related components to customers and consumers. **TWLP** desires to establish and expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive workforce of a size **TWLP** believes is capable of supporting expansion of Amarillo Operations.

Amarillo EDC, by its execution of this Agreement, extends to **TWLP** an offer of financial incentives as inducement for **TWLP** to establish and expand Amarillo Operations. **TWLP**, by its execution of this Agreement, accepts **Amarillo EDC’s** offer of financial incentives. **TWLP** pledges to use its best efforts to establish and expand Amarillo Operations to the full extent provided in this Agreement.

The following defined terms will be used in this Agreement:

LOCATION INCENTIVES AGREEMENT: July 1, 2021
between AMARILLO ECONOMIC DEVELOPMENT CORPORATION and
TORKWORX, L.P.

Amarillo EDC ____ **TWLP** ____

| Defined Term | Definition |
|---------------------|---|
| Affiliate | Any entity in which TWLP owns at least a 50% equity interest and that executes and delivers to Amarillo EDC , in form and substance reasonably satisfactory to Amarillo EDC , an agreement to be bound by the reporting requirements of this Agreement. |
| Amarillo Operations | TWLP's and its Affiliates' wind power generator service and repair operations provided primarily at or from the Facility with jobs categorized primarily in NAICS Sector Number 54 ¹ |
| Date One | December 31, 2022 |
| Date Two | December 31, 2023 |
| Date Three | December 31, 2024 |
| Date Four | December 31, 2025 |
| Date Five | December 31, 2026 |
| Date Six | December 31, 2027 |
| Date Seven | December 31, 2028 |
| Date Eight | December 31, 2029 |
| Date Nine | December 31, 2030 |
| Date Ten | December 31, 2031 |
| Date Eleven | December 31, 2032 |
| Date Twelve | December 31, 2033 |
| Employee | Employees of TWLP and its Affiliates engaged on behalf of TWLP or its Affiliates in Amarillo Operations at or from the Facility who maintain a permanent residence in the Amarillo Metropolitan Statistical Area (being Potter, Randall, Oldham, Armstrong, and Carson Counties, Texas) (" Amarillo MSA ") |
| Expansion Grant | As more particularly described in Section 2 |
| Expansion Increment | Each full increment of ten FTEs and \$550,000 in Payroll maintained in Amarillo Operations over and above the FTE Floor and Payroll Floor, respectively; provided, however, the term will not include increments beyond 80 FTEs or \$4,400,000 in Payroll, in the aggregate |
| Facility | An office and warehouse facility and related improvements (whether one or multiple structures) at 11401 S. Coulter St. South, Amarillo, Randall County, Texas 79119 leased or to be leased by TWLP or an Affiliate |

¹ To avoid any confusion, **TWLP** understands that activities and operations that are conducted in or from the Facility, but that do not otherwise satisfy the definition of Amarillo Operations, do not qualify for incentives payable hereunder and hours worked and compensation paid to employees engaged in such activities will in no event be counted toward the FTE and Payroll criteria in this Agreement.

| Defined Term | Definition |
|------------------|--|
| FTE | An employee, to be counted as one FTE, will be any employee who has worked 1,820 hours or more during that period; provided, however, paid time off (whether for vacation, illness, bereavement, maternity/paternity, or other reason) shall be included in hours worked for purposes of this definition of FTE, if represented on a Payroll and FTE Report (defined below). Employees working more than 1,820 hours in a year will be counted as one FTE. Part-time Employees for a year will be treated as partial FTEs for the year and will be calculated by dividing the number of hours actually worked for each Employee working less than 1,820 hours by 1,820 and rounded to the nearest one-hundredth place. Full-time but less than full year Employees will be treated as partial FTEs and calculated as above. In no event may any one person count as more than one FTE for any year. The total of full-time FTEs and partial FTEs will constitute the total FTEs for the year |
| FTE Floor | Zero (0) FTEs in Amarillo Operations |
| Payroll | Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees ² ; provided, however, that the following components of compensation will be includable in Payroll: salary, hourly wages, and bonuses |
| Payroll Floor | Zero dollars (\$0) in Payroll in Amarillo Operations |
| Performance Year | Each 12-month period ending on Date One through Date Eleven |

NOW THEREFORE, in consideration of these presents, which are made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Purpose, Amount, and Terms of Incentives Package.**

a. **TWLP** hereby requests, and **Amarillo EDC** hereby agrees to provide, cash incentives under the terms and conditions of this Agreement. **TWLP** acknowledges that there are one or more potential repayment obligations to **Amarillo EDC** under the terms of this Agreement.

b. The consideration to be paid, advanced or expended by **Amarillo EDC** includes, (a) up to \$960,000 in cash as job creation and retention grants to be provided, subject to **TWLP's** qualification therefore, in arrears and in installments as more specifically set out in this Agreement; and (b) up to \$62,500 in job relocation reimbursements. The funds described in Section 2 are being made available to **TWLP** for establishing and expanding Amarillo Operations

² Again, to avoid confusion, the parties understand that the definition of Employee and Amarillo Operations herein means that not all persons working for **TWLP** at or from the Facility will qualify as Employees under this Agreement.

and will be disbursed to or on behalf of TWLP in accordance with the terms of this Agreement, against delivery of all documents or instruments required under this Agreement.

2. **Incentive Opportunities for TWLP's Establishment and Expansion of Amarillo Operations.**

a. From and after the Effective Date, TWLP agrees to use its best efforts to establish and expand Amarillo Operations, creating new FTEs and Payroll. Provided TWLP qualifies under the terms of this Section 2, Amarillo EDC will pay to TWLP one or more expansion grant installment payments under the terms of this section (each an "Expansion Grant" and together the "Expansion Grants"). Notwithstanding anything else in this Agreement to the contrary, this Agreement will terminate and the parties will go their separate ways with no further obligations to the other under this Agreement (except for obligations arising prior to such termination) in the event TWLP does not enter into a written lease agreement for the Facility by December 31, 2022.

b. Each Expansion Grant will be up to \$120,000, payable in ten (10) annual installments of up to \$12,000 each, subject to reduction as described in Section 2(c). TWLP will be eligible for one Expansion Grant for each full Expansion Increment newly created prior to Date Three. TWLP agrees to maintain each Expansion Increment in Amarillo Operations for a nine-year period beginning at the end of the Performance Year in which each such Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date One, the nine-year Expansion Grant retention requirement for such increment begins on January 1, 2023. **No Expansion Increment will be deemed to have been created unless and until both the full 10 FTEs and \$550,000 in Payroll for such Expansion Increment have been newly created.**

c. The first of ten (10) annual Expansion Grant installments called for under Section 2(b) will be due after the Performance Year in which a full Expansion Increment is first newly created. For each of the nine (9) years thereafter, if TWLP maintains both the additional 10 FTEs and \$550,000 in Payroll related to such Expansion Increment, there will be no deduction from the Expansion Grant installment amount due under Section 2(b) for such year and Expansion Increment. If TWLP fails to maintain one or both of the FTE or Payroll amounts related to an Expansion Increment in any of the nine (9) Performance Years following the Date on which an Expansion Increment is newly created, the Expansion Grant installment related to such year and Expansion Increment will be reduced or eliminated altogether, as follows:

1. Should TWLP meet only one of either the FTE or Payroll amounts required (10 for FTEs and \$550,000 for Payroll) related to an Expansion Increment in a Performance Year, and miss the other target by no more than five percent (5%) of Payroll or ten percent (10%) of FTEs, the Expansion Grant installment called for under Section 2(b) for such year will be calculated as follows: \$12,000 X

(Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment / [10 if FTEs fell short or \$550,000 if Payroll fell short]).

2. There will be no Expansion Grant installment due for any Performance Year under Section 2(b) if either: (i) **TWLP** meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 10 FTEs and \$550,000 in Payroll for each Expansion Increment), and misses the other target by more than five percent (5%) of Payroll or ten percent (10%) of FTEs; or (ii) **TWLP** fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **TWLP** will give rise to a payment obligation of **Amarillo EDC** related to prior deductions from Expansion Grant payments. The denominator of the fraction in Section 2(c)(1) will only ever be 10 or \$550,000, depending on whether the additional FTE or Payroll requirement was missed for such year.

d. The Payroll and FTE Reports required to be provided by **TWLP** under Section 5 will be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each payment from **Amarillo EDC** required under this Section 2 will be payable within thirty (30) days of **Amarillo EDC's** receipt and approval of each Payroll and FTE Report (defined below) or other report or back-up documentation reasonably acceptable to **Amarillo EDC** establishing **TWLP's** right to such payment.

e. After each nine-year Expansion Grant payment period, no Expansion Increment can be newly created for the same increment of FTEs and Payroll.

f. **TWLP** will use the funds provided by **Amarillo EDC** under Section 2 only to establish, maintain, or expand Amarillo Operations.

3. **Job Relocation Reimbursement Opportunity.**

a. In addition to any other amounts payable above, **Amarillo EDC** shall pay to **TWLP** an employee relocation incentive reimbursement in the maximum aggregate amount of \$62,500, as provided in this Section 3.

b. For all Employees who relocate their permanent residence from outside the Amarillo MSA into the Amarillo MSA on or before Date Three, and subject to the maximum in Section 3(a), above, **Amarillo EDC** shall, against delivery of back-up documents and information reasonably acceptable to **Amarillo EDC**, pay to **TWLP** a per-Employee relocation incentive reimbursement of the actual amount paid by **TWLP** to an Employee as reimbursement of such

Employee's expenses incurred in moving to the Amarillo MSA (and in any event paid in addition to regular compensation and bonuses) subject to a maximum of \$2,500 per Employee.³

c. In addition to any other reasonable requirement of **Amarillo EDC**, in order to be entitled to the payment(s) described in this Section 3, **TWLP** must provide reasonably acceptable proof that: (i) the applicable Employee's prior permanent residence was outside the Amarillo MSA; (ii) such Employee relocated his permanent residence to the Amarillo MSA; and (iii) **TWLP** paid to such Employee an amount in addition to such Employee's compensation as a relocation reimbursement. Without limiting **Amarillo EDC's** right to reasonably determine what back-up documentation it will require under this Section 3, utility bills from before and after an Employee's move to the Amarillo MSA may confirm the Employee's move and check-stubs may confirm the relocation incentive payment having been in addition to other compensation.

d. The job relocation reimbursement described in this Section 3 will be paid annually within thirty (30) days following **Amarillo EDC's** receipt and approval of reports and backup documents and information establishing **TWLP's** right to such reimbursement. Such reports shall be submitted annually on or before February 28 following any Performance Year in which **TWLP** is eligible for the relocation reimbursement.

4. Potential Repayment Obligation of TWLP.

a. Notwithstanding anything else herein to the contrary and in addition to any other repayment obligation triggers in this Agreement, should Amarillo Operations cease after **Amarillo EDC** has paid any amount to **TWLP** under this Agreement and while **Amarillo EDC** has any potential payment obligation under this Agreement, **TWLP** will not receive any Expansion Grant installments (under Section 2) or job relocation reimbursements (under Section 3) for the year in which Amarillo Operations ceased, nor any future years.

b. For purposes of this Section 4, a cessation of Amarillo Operations will be conclusively deemed to have occurred if (i) **Amarillo EDC** reasonably determines that Amarillo Operations have been permanently discontinued; (ii) **TWLP** fails to timely provide the reports required under this Agreement for more than one Performance Year, subject to the notice and opportunity to cure process in Section 9; or (iii) for any year in which **TWLP** is eligible for a payment under this Agreement, **TWLP** maintains less fifty percent (50%) of the total FTEs or Payroll required to qualify for a full Expansion Grant installment for the last created Expansion Increment. A temporary halt, temporary delay, business disruption, or similar occurrence lasting less than forty-five (45) consecutive days, whether or not caused by a force majeure event, does not on its own constitute a cessation of operations.

³ To avoid confusion, on an Employee-by-Employee basis, **Amarillo EDC** will pay the actual amount paid or reimbursed by **TWLP** to an Employee to relocate to the Amarillo MSA or \$2,500, whichever is less, subject to the maximum in Section 3(a).

5. **Measurement of and Provisions for Reporting FTEs and Payroll.**

a. On or before February 28 immediately following each Performance Year, **TWLP** will and will cause each Affiliate with Employees engaged in Amarillo Operations to, without demand or other request therefore, complete and provide to **Amarillo EDC** a written certificate signed by an authorized corporate officer of **TWLP** or the applicable Affiliate on the form attached hereto as **Exhibit A**, for the immediately preceding Performance Year, together with all four employer's quarterly reports submitted to the Texas Workforce Commission ("TWC"), a list of Employees, the number of hours worked in Amarillo Operations by each Employee in such Performance Year, FTEs that each Employee represents for such year (in no event may any one person count as more than one (1) FTE for any year), Payroll received by each Employee during such year, and a total aggregate number of FTEs maintained and Payroll paid in Amarillo Operations during such year (each a "**Payroll and FTE Report**"). The Payroll and FTE Report, all TWC reports, and any backup documents or information provided therewith shall be clearly marked to indicate any Employees who were not primarily engaged in Amarillo Operations during the applicable Performance Year. All reporting under this Agreement must be sent by email to reporting@amarilloedc.com and to such other addresses as **Amarillo EDC** may from time-to-time designate in writing.

b. **TWLP** also will allow **Amarillo EDC** and its agents to reasonably examine **TWLP's** applicable records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request. **Amarillo EDC** understands that such information will be for **Amarillo EDC's** use solely to confirm the accuracy of reports required hereunder and to enforce **Amarillo EDC's** rights under this Agreement. Subject to the Public Information Laws (defined below), **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that a **TWLP** representative will have the right to accompany **Amarillo EDC** or its agents during such review. **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain copies or transcriptions of **TWLP** records reviewed under this Section 5(b). Any inspection will be done with at least five days' advance notice to **TWLP**, will occur during normal working hours, and will continue from day-to-day until complete. Prior to any examination under this Section 5(b), **TWLP** may, and **Amarillo EDC** may require **TWLP** to, redact social security numbers from all such records.

c. **TWLP** will provide reports on a timely basis to **Amarillo EDC**, as provided above, and failure to do so may, in the discretion of **Amarillo EDC**, constitute a condition of default under this Agreement, subject to the notice and opportunity to cure process in Section 9. In the event **TWLP** discovers any Payroll and FTE Report is inaccurate in any way, **TWLP** will immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute Payroll and FTE Report, highlighting each item of information which was inaccurate. If **TWLP** receives a payment under this Agreement that it was not entitled to receive, in addition to any other

rights or remedies of **Amarillo EDC** hereunder, **TWLP** will immediately repay such amount to **Amarillo EDC** with interest at eight percent (8%) per year since the date of such improper payment.

d. To qualify as an Affiliate of **TWLP** under this Agreement, each such Affiliate must execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** reasonably deems appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 5 and to have an authorized corporate officer certify all reports required hereunder as true and correct to **Amarillo EDC**. The qualification of any third-party as an Affiliate under this Agreement will in no way alter the incentive payment procedures under this Agreement.

e. The tranche or increment of FTEs and Payroll on which each Expansion Increment is measured will rise with the establishment of each Expansion Increment. So, for example, if the third Expansion Increment is established (representing FTEs 21-30 and Payroll of \$1,155,001 to \$1,650,000 over and above the FTE Floor and Payroll Floor, respectively) but FTE or Payroll levels fall back under 21 and \$1,155,001, respectively, no new Expansion Increment will be deemed to have been created if FTEs and Payroll levels rise back up to 30 FTEs and \$1,650,000 in Payroll, over and above the FTE Floor and Payroll Floor, respectively. Similarly, the expiration of the nine-year retention period for the annual Expansion Grant payments under Section 2(c) related to any Expansion Increment will not alter or affect the tranche or increment of FTEs and Payroll used to determine qualification for an Expansion Grant installment.

f. The Payroll and FTE Reports, as confirmed or modified by an audit by **Amarillo EDC** allowed under this Agreement, will be used to determine **TWLP's** qualification for any Expansion Grant installments under Section 2(c) and the repayment obligation under Section 5(c).

6. **TWLP's Representations and Warranties.** **TWLP** represents and warrants to **Amarillo EDC** as of the Effective Date and again upon the provision of any reports required to be provided to **Amarillo EDC** hereunder all of the following:

a. **TWLP** is a limited partnership, duly organized and existing in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas. The sole general partner of **TWLP** is Torkworx Management, L.L.C., a Texas limited liability company ("**General Partner**"), duly organized and existing in good standing under the laws of the State of Texas and the persons signing this Agreement on behalf of the General Partner are duly authorized to execute and deliver this Agreement.

b. The expansion of Amarillo Operations has been duly authorized by the General Partner and this Agreement and the performance by **TWLP** of its obligations under this Agreement are not in contravention of any law, rule or regulation or of the provisions of **TWLP's**

certificate of formation or limited partnership agreement (or similar formation or governing document), or of any agreement or instrument to which **TWLP** is a party or by which it may be bound.

c. No litigation or governmental proceeding is pending, or, to the knowledge of any of **TWLP's** officers, threatened against or affecting **TWLP**, which may result in a material adverse change in **TWLP's** business, properties, or operations sufficient to jeopardize **TWLP** as a going concern.

d. No certificate or statement herewith, heretofore delivered, or to be delivered by **TWLP** to **Amarillo EDC** in connection herewith (including, without limitation, any report required to be provided hereunder), or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements or information contained therein from being misleading.

e. The Texas Public Information Act, the Texas Open Meetings Act, and certain document retention statutes and regulations (together, the "**Public Information Laws**") apply to **Amarillo EDC** and, as such, this Agreement and some or all of the information, communications, or documents created, obtained, or maintained by **Amarillo EDC** under this Agreement may be subject to required retention and public disclosure.

7. **Amarillo EDC's Representations and Warranties.** **Amarillo EDC** represents and warrants to **TWLP** as of the Effective Date the following:

a. To the best of its knowledge and belief, **Amarillo EDC** is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation organized under Chapters 501 and 504 of the Texas Local Government Code.

b. No litigation or governmental proceeding is pending, or, to the knowledge of any of **Amarillo EDC's** officers, threatened against or affecting **Amarillo EDC**, which if adversely determined is reasonably expected to result in **Amarillo EDC's** inability to meet its obligations under this Agreement.

c. To the best of its knowledge and belief, the Public Information Laws require this Agreement to be subject to public disclosure. All or parts of the FTE and Payroll reports required to be provided hereunder, in addition to other documents in **Amarillo EDC's** file or otherwise subject to its control relating to **TWLP**, may also be subject to public disclosure. **Amarillo EDC** will, for so long as it has documents or information that may be confidential or proprietary to **TWLP**, use commercially reasonable means available to it under the Public Information Laws to allow **TWLP** to seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas

Government Code Section 552.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **TWLP** of any request involving its information.

8. **Force Majeure.** If, by reason of force majeure, such as war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; pandemic; epidemic; government lockdown or quarantine; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty, any party is reasonably unable to fulfill its obligations under this Agreement, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than three (3) months, and which period will be added to any scheduled period or deadline hereunder. A force majeure event pauses a party's performance obligation for the duration of the event, subject to the limit in this Section 8, but does not excuse it.

9. **TWLP's Events of Default and Amarillo EDC's Remedies.** In addition to any other right of **Amarillo EDC** elsewhere in this Agreement, the following will be events of default under this Agreement:

a. The insolvency of **TWLP** or the General Partner. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due or is insolvent within the meaning of the federal bankruptcy law.

b. The appointment of a receiver of **TWLP** or the General Partner, or of all or any substantial part of either of their property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

c. The filing by **TWLP** or the General Partner of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

d. The failure of **TWLP** or the General Partner to pay or perform any of its obligations under this Agreement within the time periods required by this Agreement.

e. Any material misrepresentation or materially inaccurate report, whether or not knowingly or intentionally provided, of **TWLP** to **Amarillo EDC**; provided that inaccuracies in any Payroll and FTE Report will be "material" only if such reports over-stated FTE or Payroll levels by more than two and one-half percent (2.5%).

In addition to any other remedy available by law, should any of these conditions not be cured within a period of thirty (30) days following written notice from **Amarillo EDC**, **Amarillo EDC** may, at its option, terminate any and all obligations of **Amarillo EDC** under this Agreement

and require repayment of all funds expended by **Amarillo EDC** pursuant to the terms of this Agreement. Notwithstanding the foregoing, if a default of **TWLP** is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot reasonably be performed, done or remedied, as applicable, within such thirty (30) day period, no default shall be deemed to have occurred if **TWLP** commences the same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within ninety (90) days following written notice from **Amarillo EDC** under this paragraph. Notwithstanding the foregoing, the failure to timely pay any amount of money owed under this Agreement will in no event involve an opportunity to cure beyond thirty (30) days from notice.

10. **Governing Law, Venue, and Attorneys' Fees.** All obligations of the parties are performable in Amarillo, Randall County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement will be exclusively in the State District Courts in and for Randall County, Texas. The prevailing party to any lawsuit arising from or related to this Agreement will be entitled to recover its reasonable and necessary attorneys' fees and costs. Interest on amounts past-due hereunder will accrue at the rate of eight percent (8%) per year.

11. **Notice.** All notifications required under and/or having to do with this Agreement will be made to the following:

For Amarillo EDC

Attn: Mr. Kevin Carter, President/CEO
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, Texas 79101
Reporting@AmarilloEDC.com
Kevin@AmarilloEDC.com

With a copy (which will not constitute notice) to

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105
John.Atkins@uwlaw.com

For TWLP

Attn: Kevin S. Corley, President / COO
Torkworx, L.P.
8319 Thora Lane, Hangar E2
Spring, Texas 77379
Email: KCorley@torkworx.com

The correspondence address for either party may be revised from time-to-time upon advance written notice to the other party.

12. **Amarillo EDC Board and City Council Approval.** This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the **Amarillo EDC** and the City Council of the City of Amarillo, Texas within forty-five (45) days of the Effective Date, this Agreement will terminate without further obligations upon **Amarillo EDC** or **TWLP**.

13. **Cooperation on Publicity.** **TWLP** agrees to cause one or more of its senior representatives to attend all public events (e.g. Board or City Council meetings, ground-breakings, press conferences) related in any way to this Agreement, the Facility, and the like. Further, **TWLP** agrees to reasonably cooperate with **Amarillo EDC** on press releases and other publicity related to the subject matter of this Agreement, the Facility, and on-going efforts related to the recruitment and retention efforts of **Amarillo EDC** directed toward **TWLP**.

14. **Certification Regarding Undocumented Workers.**

a. **TWLP** certifies that it does not and will not knowingly employ an Undocumented Worker (defined below) between the Effective Date and the date upon which all parties no longer owe any duties under this Agreement. “**Undocumented Worker**” will mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under law to be employed in that manner in the United States. **TWLP** will immediately notify **Amarillo EDC** if: (i) **TWLP** becomes aware it employs or has employed an Undocumented Worker; (ii) it becomes aware or receives notice that it is alleged to have employed an Undocumented Worker; or (iii) it is convicted of a violation under the following subparagraph.

b. If between the Effective Date and the date on which both parties no longer owe any duties under this Agreement, **TWLP** knowingly employs an Undocumented Worker or is convicted of a violation under 8 U.S.C. Section 1324a(f), **TWLP** will repay to **Amarillo EDC** the entire amount expended by **Amarillo EDC** pursuant to the terms of this Agreement. Such amount will be due and payable in full on the 120th day after the date **Amarillo EDC** notifies **TWLP** of the violation and interest will accrue on such amount at the contract rate thereafter.

THIS AGREEMENT IS BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED by the parties hereto effective as of the Effective Date.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

TORKWORX, L.P.

By: Torkworx Management, L.L.C., its general partner

By: _____
Cody Campbell, Managing Member

EXHIBIT A
FORM OF PAYROLL AND FTE REPORT

[TWLP LETTERHEAD]

I, _____ [PRINTED NAME] _____, as _____ [TITLE] _____ of Torkworx, L.P., a Texas limited partnership (“TWLP”), provide this report in connection with that certain Location Incentives Agreement (“Agreement”) between TWLP and the Amarillo Economic Development Corporation (“Amarillo EDC”) dated effective as of July 1, 2021. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

I hereby certify and confirm to the Amarillo EDC on behalf of TWLP that the following are true and correct for the Performance Year (as defined in the Agreement) indicated below:

1. All funds received by TWLP from Amarillo EDC under the Agreement have been used solely for the land, buildings, equipment, facilities, expenditures, targeted infrastructure, or improvements to construct, equip, and improve the Facility and TWLP’s operations thereon.
2. The aggregate number of FTEs maintained for the indicated Performance Year totaled:
_____.
3. Payroll in Amarillo Operations for the indicated Performance Year totaled:
\$ _____.
4. Attached hereto are true and correct copies of the back-up documents and information confirming the FTE and Payroll figures reported above, assembled in satisfaction of the reporting requirements of the Agreement.

PERFORMANCE YEAR: **January 1, 20** _____ **through December 31, 20** _____

Printed Name: _____

Title: _____



6

| | | | |
|---------------------|---------------|-------------------------|--------------------------------------|
| Meeting Date | July 27, 2021 | Council Priority | Regular Agenda Item – Public Hearing |
|---------------------|---------------|-------------------------|--------------------------------------|

| | |
|-------------------|--|
| Department | Planning and Development Services Brady Kendrick – Planner II |
|-------------------|--|

Agenda Caption

Public hearing to consider an ordinance rezoning a 178.43 acre tract of unplatted land in Section 182, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Planned Development District 395 for a Industrial and Business Park.

VICINITY: Georgia St. and Farmers Ave.

APPLICANT/S: Kevin Carter for Amarillo Economic Development Corporation

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 2 and Agricultural District to the west across Georgia St. No zoning exists on adjacent land to the north, east, and south due to the adjacent land being outside the City of Amarillo’s corporate limits.

Adjacent land uses consist of vacant land to the north, south, single-family detached homes and undeveloped land to the west, and an industrial land use to the east.

Proposal

Rezoning of the property, which was recently annexed into the City, is being requested in order to begin development of an Industrial/Business Park.

Although the entire site being considered encompasses approximately 178 acres, the southern 55 acres of the overall site (Phase 1) is currently being prepared to develop with a facility that will manufacture a variety of dairy products.

Specific development plans for the remaining acreage of the overall site (Phase 2) are not known at this time, but the remaining acreage is included in this rezoning request and will be subject to overall development standards as well.

Using Planned Development zoning as a tool, the City is able to set standards that attempt to mitigate negative impacts to existing development west across Georgia St. Below are the core development standards proposed:

- 1. Allowed land uses** are office, office showrooms, office warehouse, warehouse, assembling, processing, light and heavy manufacturing, wholesaling, research and development, servicing and distribution, and other commercial uses compatible with and ancillary to allowed land uses (i.e. restaurants, gasoline stations, shops). Additional uses allowed would be those that allowed in the Office District 1 through Light Industrial District.
- 2. Prohibited land uses** include any land use associated with adult entertainment, a land use that raises, breeds, or keeps animals, livestock, or poultry on site, a use which negatively impacts the Industrial/Business Park or neighboring areas or is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which constitutes a nuisance or is hazardous per Section 4-10-292 of the Amarillo Municipal Code (I-1 and PD Industrial Districts), a use that operates as a dumping ground for trash or garbage, and drinking places (Bars, taverns, lounges, private clubs,) or other on-premise primary alcohol use sales and services.

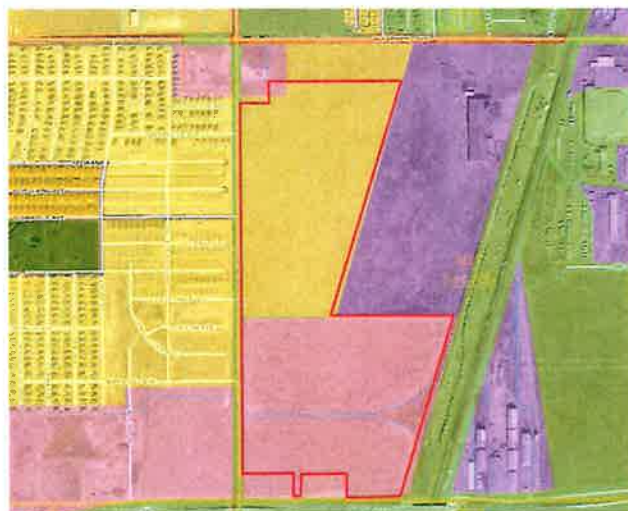
3. **Sign Standards** will conform to the City Sign Ordinance for “GR and less restrictive districts” and no signs shall be operated that use or have attached any flashing, pulsating, or rotating light source or reflector and no portable signs are allowed. Exterior illumination shall be designed not produce glare on adjacent streets or lots.
4. **Outdoor storage** is to be screened from view with solid screening that is of equal height of the material being stored. However, in no case shall the screening be less than six feet in height. No vehicles, temporary buildings, goods or materials shall be stored or allow to stand in the open as to be exposed to public view unless property screened and buffered with landscaping. Water towers, storage tanks, equipment, and other structures and shall be compatible with the building or shielded from public view. Outside storage or operations of any land shall occur on the rear two-thirds of a building site and must be screened from the street or adjacent properties.
5. **Screening** - Upon development of properties along Georgia Street, an eight foot tall solid concrete and masonry wall is to be constructed along the Georgia Street frontage of those properties.
6. **Setbacks and Landscaping** - increased setbacks beyond City standards are proposed (Phase 1 proposes to locate main buildings 385 feet east of Georgia St) and all tracts are to be landscaped in a manner that conforms to the City’s Landscaping Ordinance.

Analysis

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan’s Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The Future Land Use and Character Map identify Suburban Commercial (SC) and Suburban Residential Category as being the recommended development types within the applicant’s tract.

Below is an illustration of the just-mentioned Future Land Use and Character Map which not only shows the development types but shows a third recommended development type (Industrial) adjacent to the site and within Section 182 (*yellow shaded areas are is Suburban residential, pink shaded areas are Suburban Commercial, and purple shading indicates Industrial category*). The applicant’s tract is outlined in red.



While the proposed zoning does not conform to the two recommended development categories within the tract, the existing development pattern and unique mix of recommended land use categories within this portion of Section 182 (west of the railroad) creates a situation in which a departure from the recommended land use categories could be deemed appropriate.

The Planning and Zoning Commission’s opinion is based on the fact that:

1. The portion of Section 182 west of the railroad right-of-way is largely undeveloped. That said, all existing development within this same section of land is either commercial or industrial in nature (Crouse-Hinds Manufacturing facility and an Xcel Energy substation).

2. Approximately two thirds of the same area is designated for commercial and industrial uses per the Future Land Use and Character Map (the remaining third is designated for single-family homes).
3. If developed in strict conformance with the Future Land Use Map, a situation where industrial and commercial development would be allowed to occur immediately adjacent to residential. Such situations are generally discouraged due to the incompatibilities inherent with such a situation.
4. With the area bounded by the major transportation corridors (Loop 335 and the railroad right-of-way), this section of land is more likely to develop with nonresidential land uses that take advantage of these transportation links.
5. Georgia Street will be updated to a full Section Line Arterial right-of-way and as such, a physical separation of 120ft will separate the residential land uses west of Georgia from non-residential uses east of Georgia. Additionally, Georgia St. will represent a clear and defining delineation of such uses.

Regarding the Neighborhood Unit Concept (NUC), this concept traditionally calls for more intense land uses to locate at or near the section line arterial intersections with gradual transitions in land use and zoning provided inward towards the interior of the section which are typically residential.

If Section 182 (west of the railroad right-of-way) were to develop as recommended by the Future Land Use Map, the NUC would not be adhered to in any manner, whereas industrial and commercial land uses would be immediately adjacent to residential with no transitional land uses or zoning provided in-between. Considering these factors, the Planning and Zoning Commission believes that it would be more appropriate for this portion of the Section to develop with non-residential development rather than in a pattern depicted by the Future Land Use Map which does not conform to the land use pattern typically recommended by the Neighborhood Unit Concept of development.

It is worth noting that as alluded to previously, Section 182 (west of the railroad right-of-way) was until recently, located outside the City Limits. Considering the land has been recently annexed, the City of Amarillo now has an opportunity to regulate land uses in this particular area via land use controls (zoning) whereas if not annexed, land use controls would have not been possible via zoning.

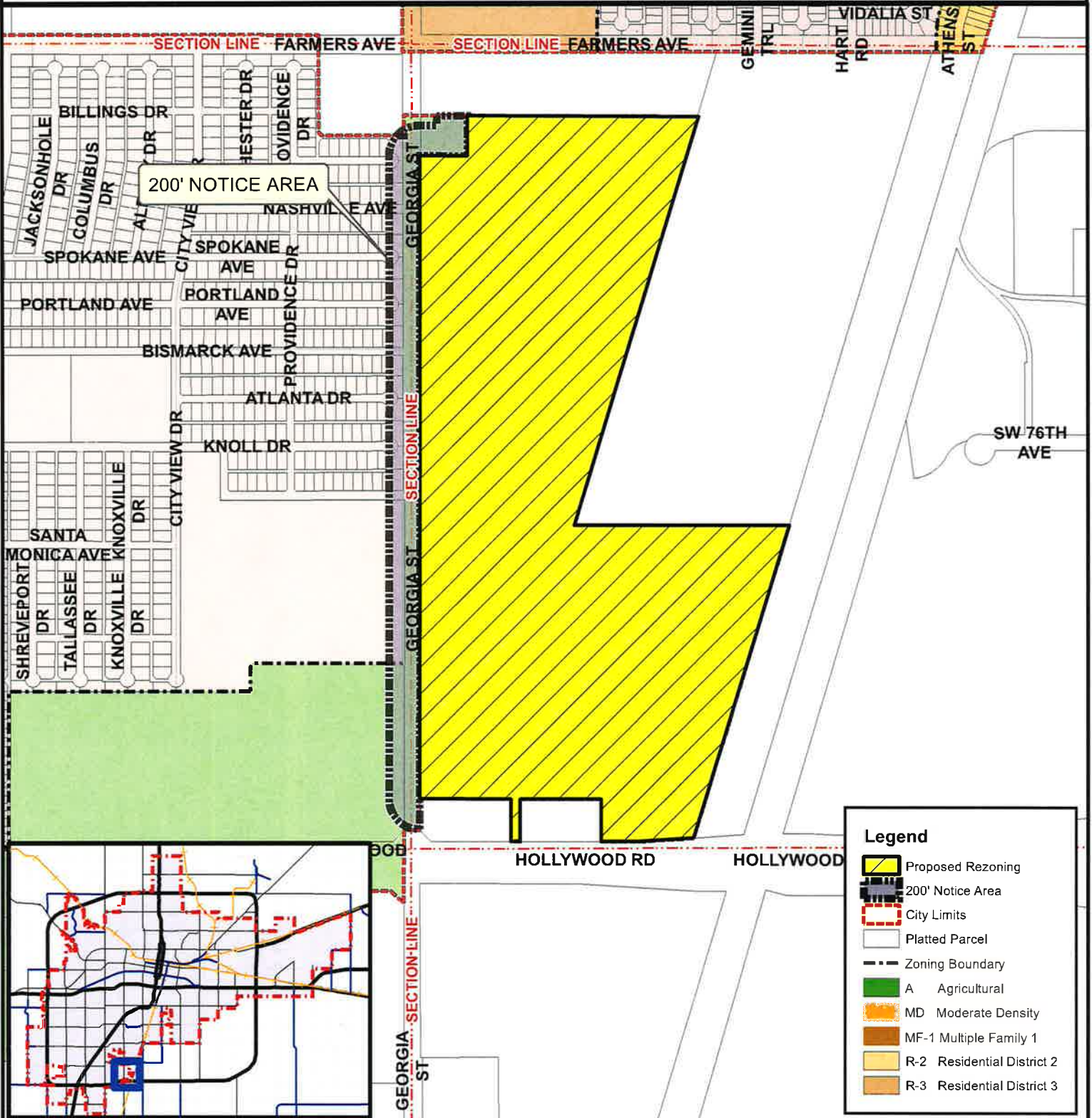
Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received one comment regarding the request. The property owner who resides in the residential subdivision west of Georgia St, expressed concern that if approved, the proposed Industrial/Business Park would devalue their property.

Considering all the above, the Planning and Zoning Commission believes the request represents a logical establishment of non-residential land uses in a section of land that is more conducive to such and has already began development with such land uses (northeast).

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

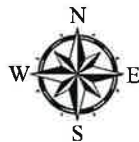
REZONING FROM A TO PD FOR AN INDUSTRIAL AND BUSINESS PARK



CITY OF AMARILLO PLANNING DEPARTMENT

Rezoning of a 178.43 acre tract of unplatted land in Section 182, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Planned Development District for a Business and Industrial Park.

Scale: 1 inch = 900 feet
Date: 6/22/2021
Case No: Z-21-06



Owner: Kevin Carter for Amarillo Economic Development Corporation

Vicinity: Farmers Ave & S Georgia St.

AP: M-17

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF GEORGIA STREET AND FARMERS AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 178.43 acre tract of unplatted land in Section 182, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to Planned Development District 395 for a Industrial and Business Park being further described below and site plan attached and incorporated herein as Exhibit A:

BEGINNING at a 1/2" iron rod found with Furman RPLS cap on the east right-of-way line of South Georgia Street which bears S. 00° 03' 26" W. a distance of 471.35 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 most westerly northwest corner of this tract.

THENCE S. 89° 41' 02" E. a distance of 311.46 feet to a 1/2" iron rod found with Furman RPLS cap for a corner of this tract.

THENCE N. 00° 03' 26" E. a distance of 263.09 feet to a 1/2" iron rod set with a yellow cap for the most northerly northwest corner of this tract.

THENCE S. 89° 41' 02" E. a distance of 1515.07 feet to a 1/2" iron rod set with a yellow cap for the most northerly northeast corner of this tract.

THENCE S. 17° 00' 16" W. a distance of 2795.65 feet to a 1" iron pipe found for an angle corner of this tract.

THENCE S. 89° 57' 20" E. a distance of 1410.31 feet to a 1" iron pipe found on the west right-of-way line of the B. S. & F. Railway for the most easterly northeast corner of this tract.

THENCE S. 16° 59' 32" W., along said west right-of-way line, a distance of 2146.20 feet to a 1/2" iron rod set 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 set 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 set 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 set 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 set 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 set 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 set 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 South Georgia Street a corner of this tract.

THENCE N. 00° 03' 26" E., along said east right-of-way line, a distance of 4215.03 feet to the place of BEGINNING and containing 178.43 acres of land.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 27th day of July, 2021 and **PASSED** on Second and Final Reading on this the 10th day of August, 2021.

Ginger Nelson, Mayor

ATTEST:

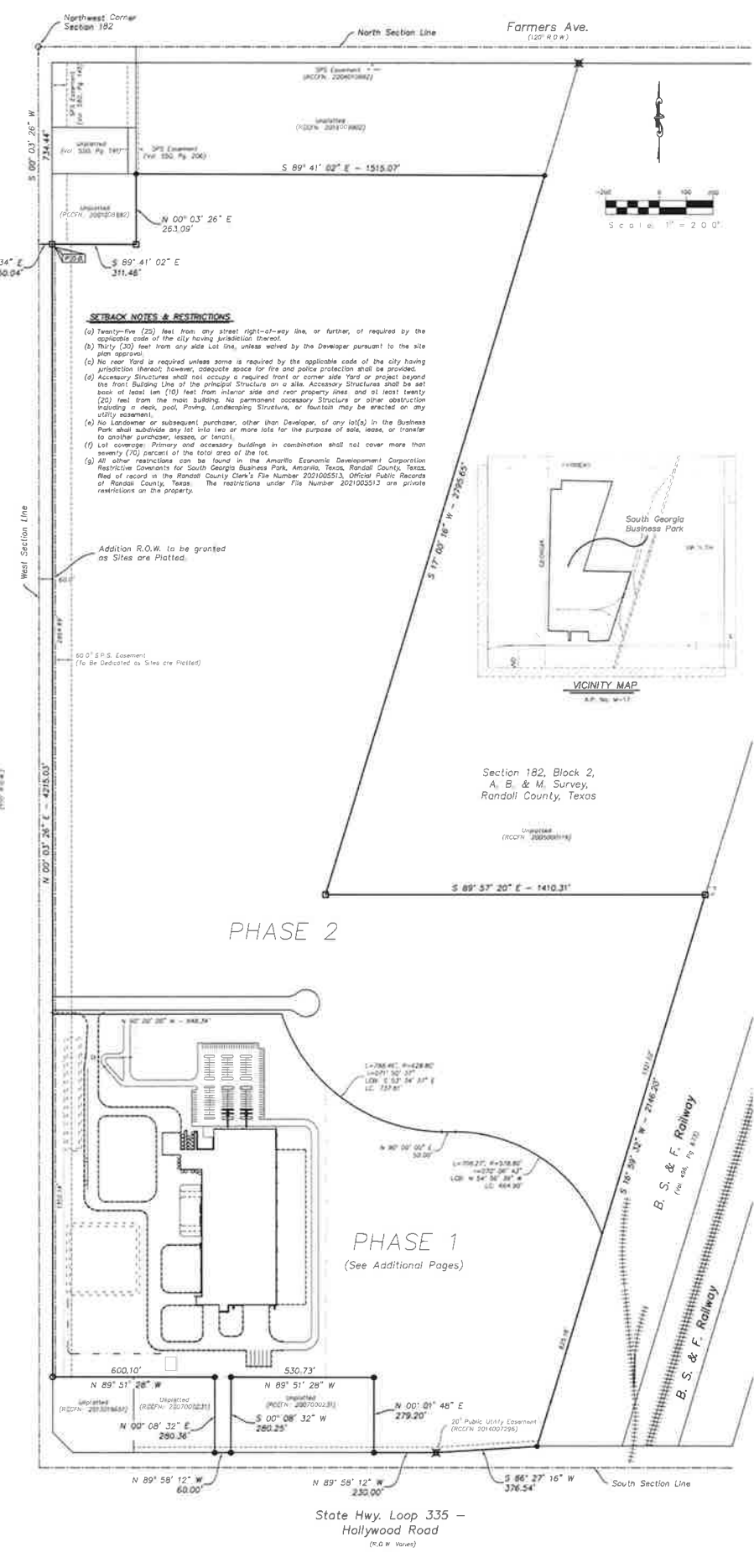
Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

SOUTH GEORGIA BUSINESS PARK

A PLANNED DEVELOPMENT TO THE CITY OF AMARILLO, BEING A PORTION OF SECTION 182, BLOCK 2, A, B, & M, SURVEY, RANDALL COUNTY, TEXAS



GENERAL NOTES

1. ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 483102000E AND PANEL NO. 483102000E, EFFECTIVE DATE JUNE 4, 2010, THIS PROPERTY DOES NOT APPEAR TO BE LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN THEREON.
 2. BEARINGS SHOWN ARE BASED ON THE U.S. STATE PLANE OF 1983 - TEXAS NORTH ZONE 4201
 3. DISTANCES SHOWN ARE GROUND DISTANCES. GRID TO GROUND SCALE FACTOR: 1.0002507
- = 1/2" Iron Rod Set w/ Yellow Cap
 - = 1/2" Iron Rod Found
 - ⊠ = TxDOT Concrete Monument Found
 - = 1/2" Iron Rod Found w/ Furman RPLS Cap

PLANNED DEVELOPMENT NOTES

- A. All parking and driveways shall conform to the requirements of Section 9 of the Development Policy Manual of the City of Amarillo unless noted otherwise.
- B. All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
- C. No signs shall be located on the property that are not attached to any building, building, or retaining lighting source or reflector. No portable signs will be allowed.
- D. Any additional bulk area, or development standards requirements not specifically noted on this site plan shall comply with the Light Industrial District and any applicable standards.
- E. Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer(s).
- F. All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times. All landscaping to be installed prior to receiving a certificate of occupancy, or within six months of occupying structure if bad weather exists. All landscape materials, trees, grass, shrubs, etc. shall be installed on the site in accordance with the plan. Any trees or shrubs on landscaped areas shall be served with a sprinkler system.
- G. The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the International Building Code as adopted and amended by the City of Amarillo. Any use, other than that allowed in the City District 1 through Light Industrial District or that which is approved by this site plan, shall be prohibited. Any use, other than that allowed in the City District 1 through Light Industrial District or that which is approved by this site plan, shall be prohibited. Any use, other than that allowed in the City District 1 through Light Industrial District or that which is approved by this site plan, shall be prohibited.
- H. All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.
- I. All surface storm water collected on this site shall drain directly to adjacent public right-of-way.
- J. The developer shall comply with all ADA requirements where required.
- K. All exterior mechanical equipment shall be located and/or screened in such a manner as to eliminate or minimize noise and visual impact to adjacent properties.
- L. All signs shall comply with the City of Amarillo Municipal Code 4-2-5(1)(3), or the GR districts and less restrictive districts. All signs must be attached to a building, partial and continuous with its walls, and not project above the roofline. The content on any sign must be restricted to one of the following: (i) identification of the name, address or business of the occupant, (ii) giving notice of (a) offering the lot for sale or for lease, or (b) identification of the name of the financing source(s) for the lot. Signs shall not project above the roof line of a building or in front of the parking setback lines. Signs of a flashing or moving character and signs in or attached on windows will not be permitted. Sign location, the number of signs on each lot, sign size and site must be submitted to the City for approval.
- M. Exterior illumination shall be designed to light only buildings, parking areas, and walkways and shall not produce glare on adjacent streets or lots. All ground level floodlighting fixtures shall be depressed or screened from public view.
- N. Parking areas on any lot shall comply with the City of Amarillo Driveaway and Parking Manual. All parking areas shall meet the following minimum ratio requirements:
 - One (1) Parking Space for every 400 square feet office space.
 - For warehouse space, one (1) Parking Space for every four (4) employees or 1 for every 5,000 square feet, whichever is less.
 - For manufacturing, one (1) Parking Space for every two (2) employees or one parking Space for every 1,000 square feet, whichever is greater.
 - Other uses not listed shall meet the City of Amarillo parking ratio requirements.
- O. All open, unimproved areas, including but not limited to front, sides of buildings, and all setback areas, shall be planted and landscaped according to a plan submitted for approval by the property owner to the City. The City is required to meet the minimums as specified by the City of Amarillo Landscaping Standards.
- P. The right of a purchaser, grantor, owner, or lessee to use any building or buildings shall not be construed to permit the keeping of goods, materials, medical waste, mechanical parts, equipment, recreational storage tanks, or like materials in the open or exposed to public view. If it shall become necessary to store or keep such materials or equipment in the open, it shall be screened from view in an appropriate manner. Solid Screen shall be of a height above ground level of at least equal to that of the equipment or materials being stored, but in no event less than six (6) feet in height. No vehicles, temporary buildings, goods or materials shall be stored or allowed to stand in the open on any lot so as to be exposed to public view unless approved by the City, which approval shall take into account location, landscaping and screening.
- Q. Water towers, storage tanks, processing equipment, exhaust fans, skylights, cooling towers, vents, special storage, refuse collection receptacles or connecting equipment, transformers, and any other structures or equipment shall be compatible with the building or effectively shielded from public view, and shall be approved by the City before construction or installation of such structures or equipment.
- R. Outside storage or operations of any kind shall be permitted providing they occur on the rear two-thirds (2/3) of the building site, and are completely screened from the street or adjacent properties. No boat, trailer, camper, horse trailer, bus, or other recreational vehicle shall be parked or stored permanently, or semi-permanently on any property unless completely screened in the manner described above. Outside storage shall be well secured and shall be as not to create a visual nuisance.
- S. Future development in Phase 2 and Future Expansion of the site in Phase 1 will require City of Amarillo Site Plan review upon development.
- T. Upon development of properties along Georgia Street, a solid screening wall/fence will be required along the Georgia Street Frontage.

1. acknowledge and agree to all standards of development as listed on this site plan.

Kevin Carter, President & CEO
Amarillo Economic Development Corporation

Legal Description

LEGAL DESCRIPTION for a 178.43 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 with Furman RPLS cap on the east right-of-way line of South Georgia Street which bears S. 00° 03' 26" E. a distance of 4215.03 feet and S. 89° 58' 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 most westerly northwest corner of this tract.

THENCE S. 89° 41' 02" E. a distance of 3114.65 feet to a 1/2" iron rod found with Furman RPLS cap for a corner of this tract.

THENCE N. 00° 03' 26" E. a distance of 263.09 feet to a 1/2" iron rod set with a yellow cap for the most northerly northeast corner of this tract.

THENCE S. 89° 41' 02" E. a distance of 1515.07 feet to a 1/2" iron rod set with a yellow cap for the most northerly northeast corner of this tract.

THENCE S. 17° 00' 15" W. a distance of 2795.65 feet to a 1" iron pipe found for an angle corner of this tract.

THENCE S. 89° 33' 20" E. a distance of 1410.31 feet to a 1" iron pipe found on the west right-of-way line of the B. S. & F. Railway for the most easterly northeast corner of the tract.

THENCE S. 15° 59' 32" W. along said west right-of-way line, a distance of 2146.20 feet to a 1/2" iron rod set 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. 88° 27' 15" W. along said north right-of-way line, a distance of 376.34 feet to a Texas Department of Transportation concrete monument found at 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 2300.00 feet to a 1/2" iron rod set with a yellow cap on said north right-of-way line for a corner of this tract.

THENCE N. 01° 01' 48" E. a distance of 275.20 feet to a 1/2" iron rod set 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 set with a yellow cap for a corner of this tract.

THENCE S. 07° 08' 32" W. a distance of 280.25 feet to a 1/2" iron rod set 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 set with a yellow cap on said north right-of-way line for the southerly southwest corner of this tract.

THENCE N. 07° 08' 32" E. a distance of 280.36 feet to a 1/2" iron rod set 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 South Georgia Street a corner of this tract.

THENCE N. 00° 03' 26" E. along said east right-of-way line, a distance of 4215.03 feet to the piece of BEGINNING and containing 178.43 acres (7,770,194 square feet) of land.

| Revision No. | Description | Date |
|--------------|-------------|------------|
| 1 | Initial | 01/11/2007 |

South Georgia Business Park
City of Amarillo, Texas
Planned Development

OJD Engineering, L.P.
The Benchmark

Wellington | Amarillo | Wolfforth
www.OJDEngineering.com

WELLINGTON
1700, 8th Street
Amarillo, TX 79109
(806) 952-7117

AMARILLO
4201, 10th Street
Amarillo, TX 79109
(806) 952-7117

WOLFFORTH
228 E. 10th Street
Wolfforth, TX 79388
(806) 713-2000

| | |
|--------------|------------|
| DATE: | 08-28-2021 |
| DESIGNED BY: | JES |
| DRAWN BY: | JST |
| CHECKED BY: | JST |
| #: | |

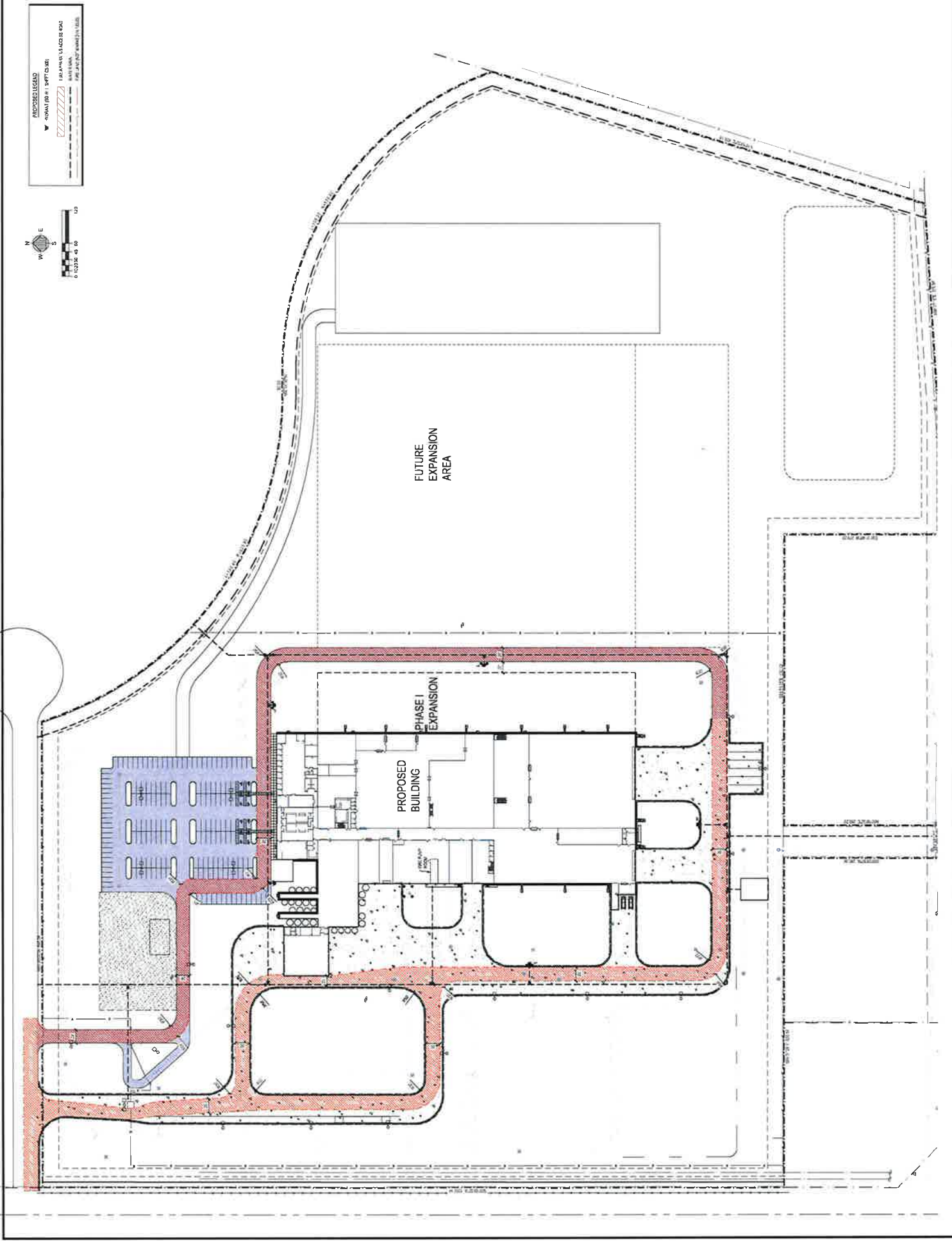
Food Tech
An EMCOR Company

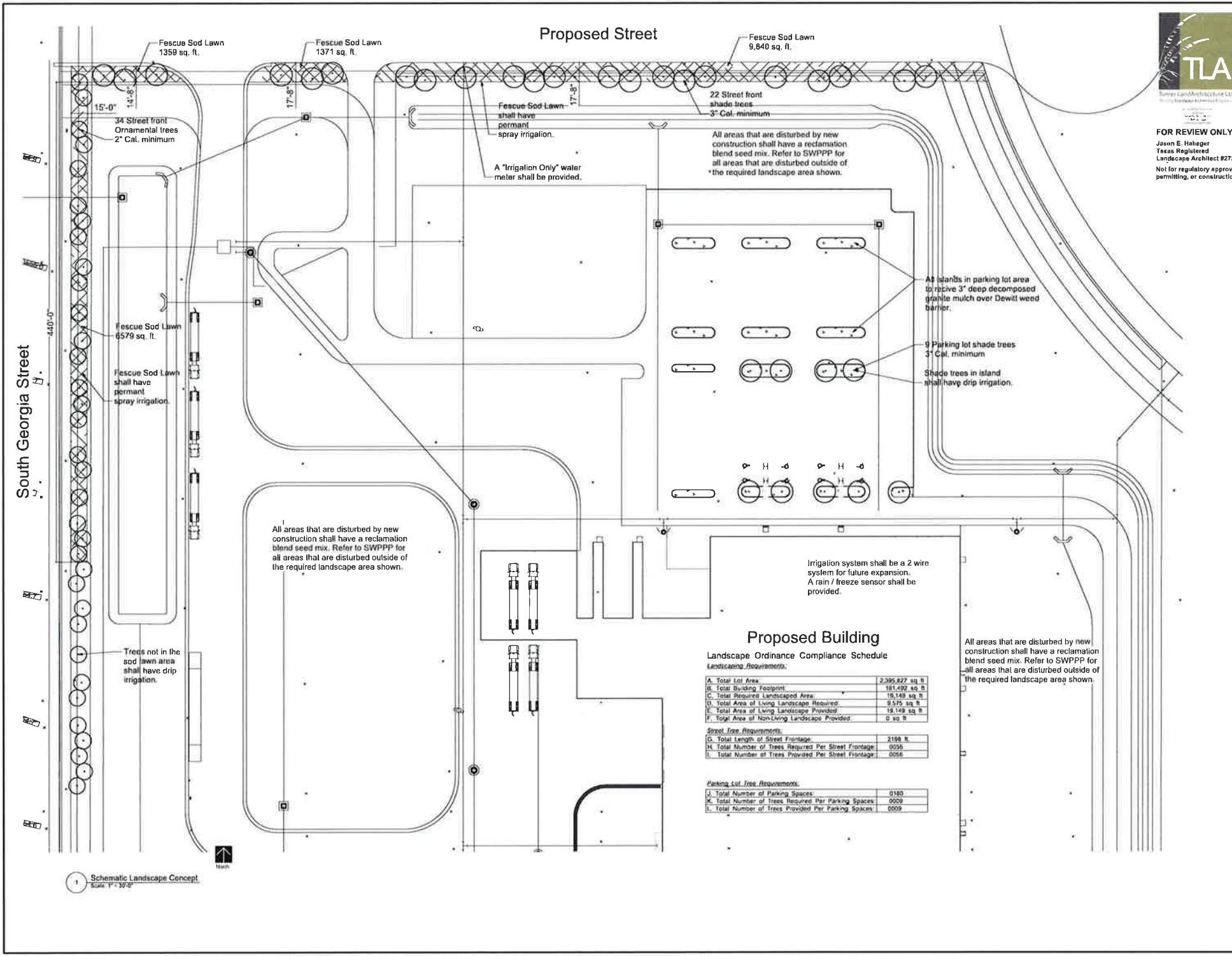
FIRE ACCESS PLAN

NEW FACILITY FOR:
PROJECT AUGUSTUS
8501 S. GEORGIA ST.
Amarillo, Texas 79118



| ACTION | DATE | DESCRIPTION |
|----------|-----------------------------------|-------------|
| 05.21.21 | 151 SUBMITTAL TO CITY OF AMARILLO | |
| 05.21.21 | BID SET | |
| 05.18.21 | BID SET | |





FOR REVIEW ONLY
 Jason E. Habeger
 Texas Registered
 Landscape Architect #2721
 Not for regulatory approval,
 permitting, or construction.

NEW FACILITY FOR:
PROJECT AUGUSTUS
 S. Georgia Street & W. Hollywood Road
 Amarillo, Texas 79118

Schematic Landscape Concept



DATE: 05-13-2021
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:

DRAWING NO.

L-101

102011

H

Amarillo City Council Agenda Transmittal Memo



| | | | |
|---------------------|---------------|-------------------------|--------------------------------------|
| Meeting Date | July 27, 2021 | Council Priority | Regular Agenda Item – Public Hearing |
|---------------------|---------------|-------------------------|--------------------------------------|

| | |
|-------------------|--|
| Department | Planning and Development Services Brady Kendrick – Planner II |
|-------------------|--|

Agenda Caption

Public hearing to consider an ordinance rezoning a 6.78 acre tract of unplatted land, in Section 138, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development District 396 for General Retail land uses plus Sign Production and Assembly, Storage Warehouse, Fleet Vehicle Parking, and Fleet Vehicle Washing.

Vicinity: Tee Anchor Blvd. and Highlands St.

Applicant/s: Jamal Enterprises for Awards Recognition Concepts LLC

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Multiple-Family District 1 to the northeast, Heavy Commercial District to the west, and General Retail District in all other directions.

Adjacent land uses consist of vacant land to the north, a middle school and sixth-grade campus east, various retail businesses to the south, and the American Quarter Horse Association Headquarters to the southwest.

Proposal

A rezoning request is being requested in order to utilize the existing buildings as a business support service center. Proposed land uses that are associated with the applicant’s business operations include office, sign storage and assembly, warehousing, and fleet vehicle parking, all of which are not allowed within the existing zoning and is the reason for the request.

The requested planned development will set General Retail standards and allow all uses allowed in General Retail in addition to those just mentioned.

Analysis

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan’s Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The Future Land Use and Character Map recommends the applicant’s tract develop with General Commercial uses. The General Commercial category calls for a mix of development types including retail and service related land uses as the primary focus.

During initial conversations with the applicant, Light or Heavy Commercial zoning was inquired about by the applicant. However, it was the Planning Department’s opinion that when considering the recommended development type and that Quarter Horse Dr. is the dividing line between Retail and Commercial zoning, commercial zoning would not be appropriate. Planning staff recommended General Retail zoning, however with the applicant wanting uses that fall into commercial categories, Retail zoning would not suffice.

Given this, Planning staff recognized that an opportunity to adaptively reuse the site’s existing buildings, which given their size can be difficult, is present and recommended allowing the proposed commercial land uses in addition to all uses allowed in General Retail via Planned Development zoning. By utilizing Planned Development zoning as a tool, the City is able to ensure that any land uses more align with the Future Land Use Map recommended development type while providing flexibility by allowing adaptive reuse of large buildings.

The applicant was amendable with staff's recommendation and as such submitted as a Planned Development zoning request.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle of a section.

The Planning and Zoning Commission believes that with the request being a retail planned development allowing a handful of commercial uses and with the site situated adjacent to a highly traveled thoroughfare (Loop 395) and between Heavy Commercial (west of Quarter Horse Dr) and Multiple-Family 1 (east of Tee Anchor Blvd), the proposal represents an appropriate transition in zoning and development between the two just mentioned zoning districts, whereas the commercial uses proposed are lower in scale and all other uses allowed via the propose Planned Development are retail in nature.

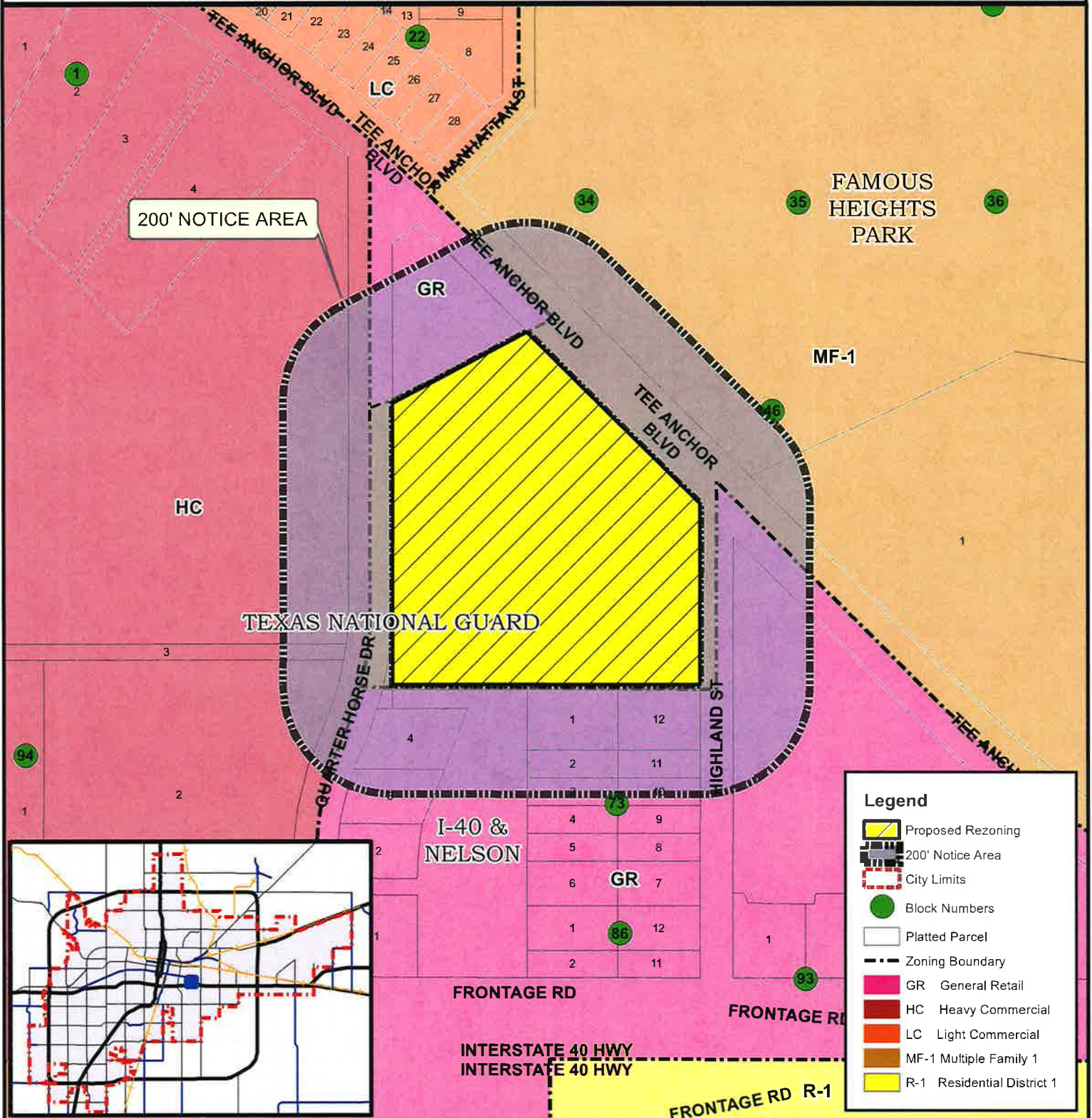
When considering existing land use and development patterns in the area, the Planning and Zoning Commission believes that although a handful of land uses associated with this development are commercial in nature, the proposed zoning and subsequent land uses should not create any negative impacts on the area.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding the request.

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

REZONING FROM MF-1 TO PD

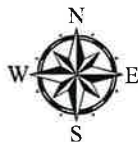


Legend

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Platted Parcel
- Zoning Boundary
- GR General Retail
- HC Heavy Commercial
- LC Light Commercial
- MF-1 Multiple Family 1
- R-1 Residential District 1

CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 250 feet
 Date: 6/23/2021
 Case No: Z-21-07



Rezoning of a 6.78 acre tract of unplatted land, in Section 138, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development District for General Retail land uses plus Sign Production & Assembly, Storage Warehouse, Fleet Vehicle Parking, and Fleet Vehicle Washing.

Owner: Jamal Enterprises, LP for Awards Recognition Concepts, LLC

Vicinity: Tee Anchor Blvd & S Highland St.

AP: P-12

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Rezoning of a 6.78 acre tract of unplatted land, in Section 138, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development 396 for General Retail land uses plus Sign Production & Assembly, Storage Warehouse, Fleet Vehicle Parking, and Fleet Vehicle Washing being further described below:

BEGINNING at a 1/2" iron rod found at the intersection of the west right-of-way line of Highland Street and the southerly right-of-way line of Tee Anchor Blvd. for the northeast corner of this tract.

THENCE S. 00' 02' 59" W., along said west right-of-way line, a distance of 330.94 feet to a 1/2" iron pipe found for the southeast corner of this tract.

THENCE N. 89° 52' 52" W. a distance of 560.06 feet to an aluminum monument found for the southwest corner of this tract.

THENCE N. 00° 04' 20" E., at 140.2 feet to the east right-of-way line of Quarter Horse Drive, a total distance of 513.88 feet to a 1/2" iron rod with a yellow cap inscribed "RPLS 4263" (such type cap and rod hereafter referred to as an OJD Cap) set for the most westerly northwest corner of this tract.

THENCE N. 62° 12' 27" E. a distance of 277.06 to an OJD Cap set on said southerly right-of-way line of said Tee Anchor Blvd. for the most northerly northwest corner of this tract.

THENCE S. 45° 07' 14" E., along said southerly right-of-way line, a distance of 443.99 feet to the place of BEGINNING and containing 6.78 acres of land.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 27th day of July, 2021 and **PASSED** on Second and Final Reading on this the 10th day of August, 2021.

Ginger Nelson, Mayor

ATTEST:

Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney



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|---------------------|---------------|-------------------------|--------------------------------------|
| Meeting Date | July 27, 2021 | Council Priority | Regular Agenda Item – Public Hearing |
|---------------------|---------------|-------------------------|--------------------------------------|

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| Department | Planning and Development Services Brady Kendrick – Planner II |
|-------------------|--|

Agenda Caption

Public hearing to consider an ordinance rezoning the remaining portion of Lot 6, Block 5, Mary-Gould Acres Unit No. 2, an addition to the City of Amarillo, in Section 26, Block 9, B.S.&F. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 with Specific Use Permit 94 to General Retail District.
VICINITY: Amarillo Blvd. and Port Ln.
APPLICANT/S: Thahir Farzan

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Planned Development Districts 2 and 172A to the north, General Retail District and Planned Development District 323 to the south, Planned Development Districts 172A and 323 to the east, and General Retail District and Planned Development District 2 to the west.

Adjacent land uses consist of vacant land and townhomes to the north, medical offices and an apartment complex to the south, townhomes and an apartment complex to the east, and medical offices and undeveloped land to the west.

Proposal

Rezoning is being proposed in order to develop the property with a short-term lodging establishment (i.e. hotel). The site was previously used as an assisted living facility that has been vacant for approximately eight years. The applicant, who recently purchased the property, intends to repurpose and remodel the current building for the proposed use.

Analysis

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan's Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The Future Land Use and Character Map identify the applicant's tract as being in the General Commercial (GC) Category. The General Commercial Category calls for a wide range of commercial retail and service uses at varying scales and intensities (depending on the site), office buildings, public/institutional uses, and parks/public space.

The applicant's request for General Retail zoning and the proposed use would conform to the above Future Land Use and Character Map category.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle of a section.

While the applicant's tract is not in a location that General Retail zoning would be found within a section (at a Section Line Arterial Intersection), the Planning and Zoning Commission does note that this section is not developed in the traditional sense regarding the Neighborhood Unit Concept. This is due to Amarillo Boulevard, a commercial and retail corridor that already has established commercial and retail zoning along it, bisects this particular section of land.

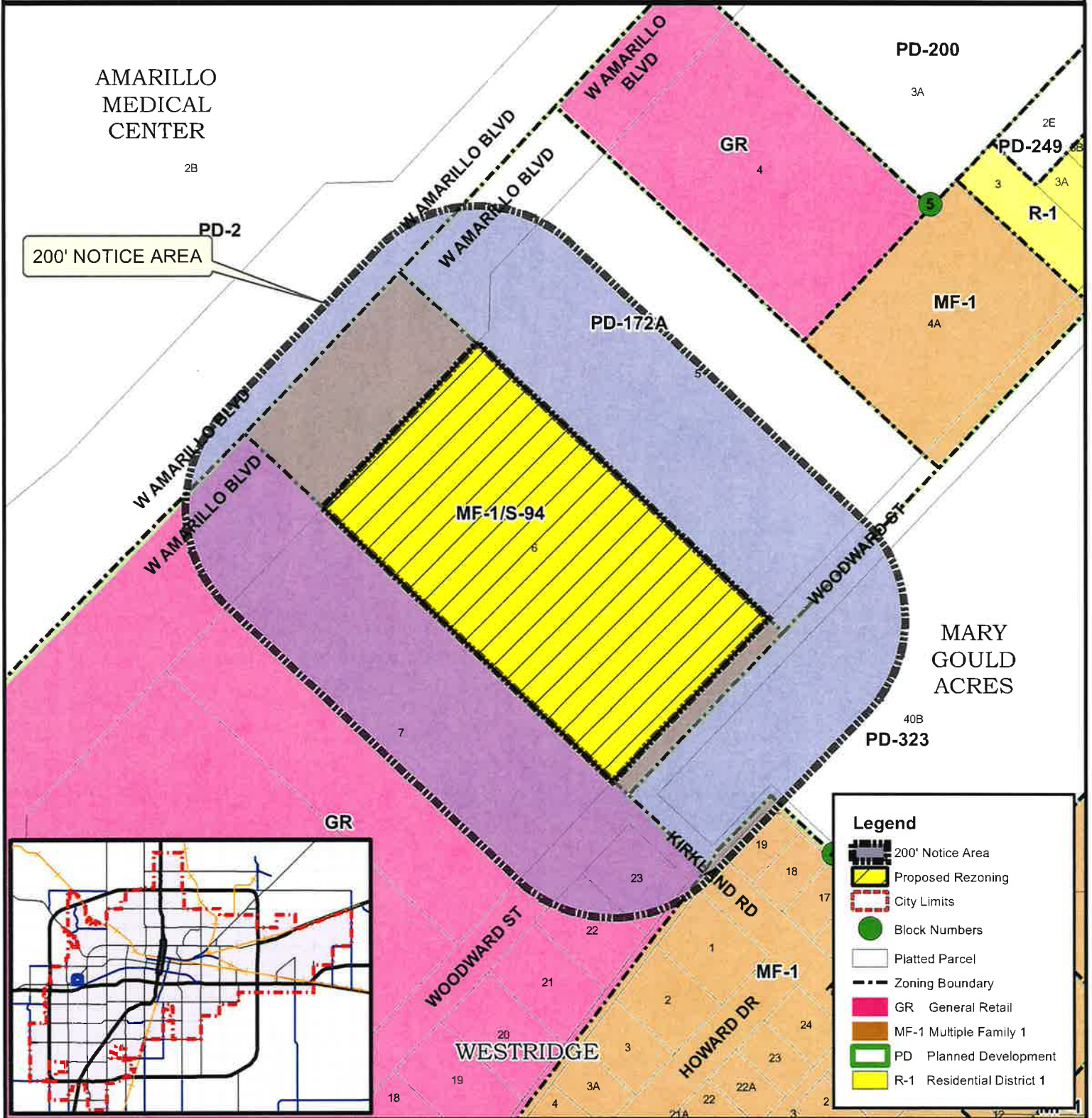
Given the just described characteristics of Amarillo Boulevard and the existing zoning patterns in the area, the Planning and Zoning Commission believes the requested change would be located in an appropriate location along Amarillo Blvd. Additionally, taking into account existing zoning and development patterns south of the tract, the Planning and Zoning Commission believes that appropriate transitional zoning is in place that will mitigate any negative impacts on existing development.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding the request.

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

REZONING FROM MF-1/S-94 TO GR



Legend

- 200' Notice Area
- Proposed Rezoning
- City Limits
- Block Numbers
- Platted Parcel
- Zoning Boundary
- GR General Retail
- MF-1 Multiple Family 1
- PD Planned Development
- R-1 Residential District 1

CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
 Date: 6/16/2021
 Case No: Z-21-08



Z-21-08 Rezoning of the remaining portion of Lot 6, Block 5, Mary-Gould Acres Unit No. 2, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 with Specific Use Permit 94 to General Retail District.

Owner: Thahir Farzan

Vicinity: Amarillo Blvd. and Port Ln.

AP: J-12

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ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Rezoning of the remaining portion of Lot 6, Block 5, Mary-Gould Acres Unit No. 2, an addition to the City of Amarillo, in Section 26, Block 9, B.S.&F. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 with Specific Use Permit 94 to General Retail District.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 27th day of July, 2021 and PASSED on Second and Final Reading on this the 10th day of August, 2021.

Ginger Nelson, Mayor

ATTEST:

Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

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Amarillo City Council Agenda Transmittal Memo



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|---------------------|---------------|-------------------------|--------------------------------------|
| Meeting Date | July 27, 2021 | Council Priority | Regular Agenda Item – Public Hearing |
|---------------------|---------------|-------------------------|--------------------------------------|

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| Department | Planning and Development Services Brady Kendrick – Planner II |
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Agenda Caption

Public hearing to consider an ordinance rezoning the west 60 feet of Lot 5 and all of Lot 6, Block 21, Replat of Block "A" Paramount Terrace Unit No. 4, an addition to the City of Amarillo in Section 228, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to General Retail District.

Vicinity: Janet Dr. and Western St.

Applicant/s: City of Amarillo

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consist of Multiple-Family District 1 to the east, General Retail District to the north and west, and Office District 2 to the south.

Adjacent land uses consist of a retail shopping center to the north, a pharmacy to the west, an office building to the south, and an apartment complex to the east.

Proposal

A change in zoning is being requested in order to allow development of the site with Retail related activities. Currently, a potential developer is under contract to buy the site and develop the site with a coffee shop should rezoning be approved. The site was previously used as a Municipal Fire Station.

Analysis

Analysis of a zoning change begins with referring to conformity to the Comprehensive Plan's Future Land Use and Character Map, the recommended Neighborhood Unit Concept (NUC) of development, and what impacts, if any, a particular request will have on existing area zoning and development patterns.

The Future Land Use and Character Map recommended type of development for the tract is multifamily. This category calls for concentrated development types such as apartments and condominiums. While the proposed rezoning request does not strictly fit the Future Land Use Map category, it is the Planning and Zoning Commission's opinion that given the pattern of development adjacent to this tract and the intersection in general, a change could be warranted. Reasoning for this is described in the next section.

The Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial or major thoroughfare Intersections with intensity of use and/or zoning decreasing inward towards the center/middle of a section.

This tract does fall within the recommended area for such uses/zoning in that it is located at the intersection of Western Street and SW 34th Avenue. Given the fact that three of the four corners of the just mentioned intersection has developed with non-residential uses (retail and office), the Planning and Zoning Commission believes allowing retail on a third corner is appropriate and is in line with the Neighborhood Unit Concept of Development. Additionally, considering multifamily zoning is found eastward, an appropriate transition in zoning is in place, which is also recommended by the Neighborhood Unit Concept.

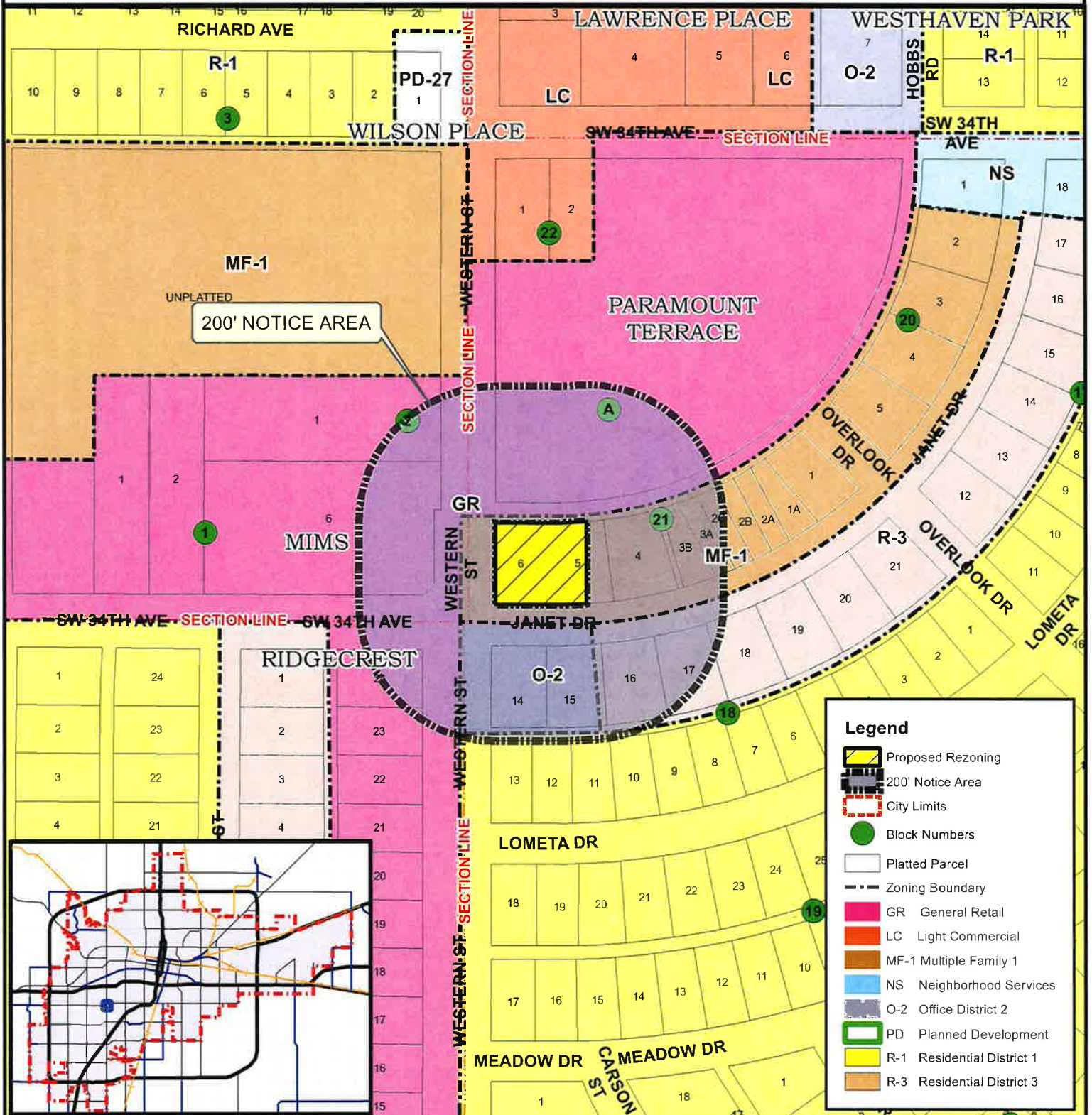
Taking this into account, the Planning and Zoning Commission is of the opinion that the request is a logical continuation of existing zoning and development patterns in the area and would not create any detrimental impacts to surrounding development.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning.

At the time of this writing, the Planning Department has received one call expressing no opposition regarding this request. Considering the above, the Planning and Zoning Commission recommends **APPROVAL** as presented.

REZONING FROM MF-1 TO GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
 Date: 6/16/2021
 Case No: Z-21-09



Rezoning of the west 60 feet of Lot 5 and all of Lot 6, Block 21, Replat of Block "A" Paramount Terrace Unit No. 4, an addition to the City of Amarillo in Section 228, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to General Retail District.

Applicant: City of Amarillo
 Vicinity: S Western & Janet Dr.

AP: L-14

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF JANET DRIVE AND WESTERN STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of the west 60 feet of Lot 5 and all of Lot 6, Block 21, Replat of Block "A" Paramount Terrace Unit No. 4, an addition to the City of Amarillo in Section 228, Block 2, A.B.&M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to General Retail District.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 27th day of July, 2021 and **PASSED** on Second and Final Reading on this the 10th day of August, 2021.

Ginger Nelson, Mayor

ATTEST:

Brenda Shaw, Interim City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney