

**AGENDA**

**FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, APRIL 26, AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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*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:** Sean Vokes, Hillside Christian Church

**PROCLAMATIONS:** "NATIONAL FAIR HOUSING MONTH"  
"DELTA SIGMA THETA SORORITY, INC. DAY"  
"PUBLIC SERVICE RECOGNITION WEEK"

**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 at 8:00 a.m. until Tuesday at 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. Discuss Consultants to Assist with Maximizing of Infrastructure Investment and Jobs Act (IIJA) and other Federal Funding Programs;
- C. Updates from Councilmembers serving on outside boards:
  - a. Beautification and Public Arts Advisory Board
  - b. Parks and Recreation Advisory Board
  - c. Pedestrian and Bicycle Safety Advisory Committee
  - d. Environmental Task Force
  - e. Amarillo Metropolitan Planning Organization Policy Committee Advisory Committee
- D. Update from Canadian River Municipal Water Authority (CRMWA);
- E. Discuss Harvard Leadership Training Program and Innovation Team; and
- F. Request future agenda items and reports from City Manager.

**2. CONSENT ITEMS:**

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

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

**A. CONSIDER APPROVAL - MINUTES**  
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on April 12, 2022.

**B. CONSIDERATION OF ORDINANCE NO. 7973**

(Contact: Brady Kendrick, Planner II)

This is a second and final reading to consider an ordinance rezoning Lot 12, Block 3, Johnson and McCluskey Addition, an addition to the City of Amarillo, in Section 139, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 200 for the placement of a carport in the front yard setback. (Vicinity: Marrs St. and SE 19th Ave.; Applicant/s: Charles Lynch for Grace Montoya)

**C. CONSIDERATION OF ORDINANCE NO. 7974**

(Contact: Brady Kendrick, Planner II)

This is a second and final reading to consider an ordinance rezoning Lots 20A through 22A, a portion of Lot 22B, Lot 23A, and Lots 24 and 25, Block 2, South Side Acres Unit No. 20, an addition to the City of Amarillo, in Section 230, 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 and Planned Development District 235C to Planned Development District 235E for expansion of existing development standards and land uses. (Vicinity: Office Park Dr. and Business Park Dr.; Applicant/s: Brent Lane for Paradise Builders Custom Homes LLC)

**D. CONSIDERATION OF RESOLUTION NO. 04-26-22-1**

(Contact: Jason Riddlespurger, Community Development Director)

Grantor: United Way of Amarillo and Canyon

Award: \$16,000.00

This item considers a resolution authorizing the administration of a community impact grant from the United Way of Amarillo and Canyon (UWAC) that will provide supportive housing services to four (4) new program clients as they leave homelessness and transition to permanent housing. These clients will be served through Coming Home case management and peer support. Coming Home is currently providing supportive services to 130 housed households along with many clients currently experiencing homelessness.

**E. CONSIDERATION OF RESOLUTION NO. 04-26-22-2**

(Contact: Justin Oppel, Development Customer Service Coordinator)

This item considers a resolution accepting the dedication to the City of Amarillo certain common areas and capital improvements therein within the Colonies Public Improvement District (PID) and acknowledging such common areas deeded to the city. Any future costs for maintenance or operations of the dedicated common areas and capital improvements will be funded by revenue generated through annual assessments paid by property owners within the Colonies PID.

**F. CONSIDER PURCHASE - CLASS 8 TRUCK WITH VOLUMETRIC CONCRETE MIXER FOR DRAINAGE UTILITY**

(Contact: Donny Hooper, Director of Public Works)

Award to: Doggett Freightliner of South Austin LLC - \$271,081.00 (Buy Board Contract #601-19)

This item considers the purchase of a Class 8 Truck with a volumetric concrete mixer for use by the drainage utility division to assist in maintenance of drainage channels, curb and gutter, and miscellaneous concrete repairs. This purchase will be an addition to the City's fleet.

**G. CONSIDER AWARD – FIRE HYDRANTS SUPPLY AGREEMENT**

(Contact: Trent Davis, Purchasing Agent)

Award to: Premier Water Works, Inc. - \$258,000.00

This item considers the award of an annual supply agreement to purchase fire hydrants.

**H. CONSIDER AWARD – VMWARE CARBON BLACK CYBERSECURITY**

(Contact: Rich Gagnon, Managing Director of IT)

Award to: Dell Marketing - \$294,449.30 (DIR Contract # DIR-TSO-3763)

This item considers award of a contract to purchase advanced cybersecurity tools and resources to help protect City infrastructure, information, and operations.

**I. CONSIDER AWARD – RENEWAL OF WORKERS’ COMPENSATION EXCESS INSURANCE POLICY**

(Contact: Wesley Hall, Risk Management Director)

Award to: USI Southwest - \$200,796.00

This item considers award of a one-year renewal of the City’s Workers’ Compensation Excess Insurance policy. This policy provides excess coverage for workers’ compensation claims when a claim exceeds \$1 million for civilian employees or \$2 million for first responders.

**J. CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR PHASE II DESIGN, BID, AND CONSTRUCTION PHASES FOR POLK ST. STREETScape IMPROVEMENTS**

(Contact: Kyle Schniederjan, Capital Projects & Development Engineering Director)

Award to: Parkhill – Not to exceed \$1,133,490.00

This item considers award of a professional engineering services agreement for the Design, Bid, and Construction Phases related to the construction of Polk St. Streetscape Improvements. This item will be funded with Proposition 1 voter approved bond proceeds.

**K. CONSIDER APPROVAL – AIRPORT LAND LEASE AND STORAGE AGREEMENT BETWEEN CITY OF AMARILLO AND WESTERN ENTERPRISES, INC.**

(Contact: Michael Conner, Director of Aviation)

This item considers approval of a one-year Airport Land Lease and Storage Agreement between the City of Amarillo and Western Enterprises, Inc. for the rental of a storage bunker for storage of fireworks and associated equipment and materials to be used routinely at Hodgetown and/or other presentations in the region.

**L. CONSIDER APPROVAL – PROPOSED TRANSACTION AND CHANGE OF CONTROL IN THE FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT BETWEEN CITY OF AMARILLO AND TRUMAN ARNOLD COMPANIES, DBA TAC AIR**

(Contact: Michael Conner, Director of Aviation)

This item considers approval of a proposed Acquisition of TAC Air by Signature Flight Support LLC, as required under the Fixed Base Operator Lease and Operating Agreement between the City of Amarillo and TAC Air. Upon approval of this item, the City Manager shall be authorized to sign the acknowledgement, thereby providing written consent to the proposed transaction and the change of control.

**3. NON-CONSENT ITEM:**

**A. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7975**

(Contact: Brady Kendrick, Planner II)

This item is a public hearing and first reading to consider an Ordinance annexing into the City of Amarillo, Potter and Randall County, Texas, on petition of property owner, territory generally described as a 77.29-acre tract of land being all of West Plains High School Unit No. 1, a suburban subdivision to the City of Amarillo, and unplatted land, all in Section 73, Block 9, B.S.&F. Survey, Randall County, Texas. (Vicinity: Helium Rd. and Arden Rd.; Applicant/s: Canyon Independent School District and Helium Hope Development LLC.)

**B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7976**

(Contact: Brady Kendrick, Planner II)

This is a public hearing and first reading to consider an ordinance rezoning a 1.40-acre tract of unplatted land, in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR). (Vicinity: McKenna Sq. and East Village Sq.; Applicant: Mike Ross for Domain at Town Square LTD.)

**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. 551.072 – Discussion regarding the purchase, exchange, lease, or value of real property:
  - a. Purchase of real property located within the Center City TIRZ #1 boundary.
  - b. Sale of real property located in the Northeast Quadrant of the City of Amarillo.
- B. 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. Property located in the vicinity of South Lakeside Drive and I-40 East.
  - b. Economic development incentive request in the vicinity of Loop 335/West Hollywood Rd. and I.H. 27/Canyon Dr.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 S. 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 378-3014 or the City TDD number at 378-4229.

Watch the meeting live: <http://amarillo.gov/city-hall/city-government/view-city-council-meetings>.

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website ([www.amarillo.gov](http://www.amarillo.gov)) on or before the 22nd day of April 2022, at 4:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

/s/ Stephanie Coggins  
Stephanie Coggins, City Secretary

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 12th of April 2022 the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
FREDA POWELL	MAYOR PRO TEM / COUNCILMEMBER NO. 2
COLE STANLEY	COUNCILMEMBER NO. 1
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
ANDREW FREEMAN	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER
STEPHANIE COGGINS	CITY SECRETARY

A quorum was established by Mayor Nelson and Councilmembers Powell, Sauer, Smith and Stanley. Mayor Nelson called the meeting to order at 1:00 p.m., welcomed those in attendance, and the following items of business were conducted.

The invocation was given by Gene Shelburne of Anna Street Church of Christ. Mayor Nelson led the Pledge of Allegiance.

Council presented a proclamation for "Child Abuse Awareness and Prevention Month" that was accepted by Judge Cari Baker and representatives of Amarillo CASA and a proclamation for "Earth Day" that was accepted by Barbara Jenson on behalf of Keep Amarillo Beautiful.

### **PUBLIC ADDRESS**

Jack Westbrook, of Amarillo, spoke on Agenda Item No. 1E. James Schenck, of Amarillo, spoke on Agenda Item No. 1E. Kenneth Bryan Flores, of Amarillo, signed up to speak but was not present. There were no other comments.

### **ITEM 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. Discuss Earth Day Update;
- C. Present and Discuss the Amarillo CDS ResIntel Housing Study 2022;
- D. Discuss Point-in-Time Update;
- E. Discuss Planning & Zoning Commission's postponement of the Zoning and Subdivision Ordinance Revision Project, impacts related to the expected Comprehensive Plan Update, and next steps; and
- F. Request future agenda items and reports from City Manager.

### **ITEM 2 – CONSENT ACTION ITEMS:**

Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Councilmember Stanley asked that Agenda Item No. 2Y be pulled for separate consideration. A motion was made to approve the consent agenda, except for Item No. 2Y, by Councilmember Powell, seconded by Councilmember Sauer.

A. **CONSIDER APPROVAL - MINUTES**  
(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on March 22, 2022.

B. **CONSIDERATION OF ORDINANCE NO. 7968**  
(Contact: Emily Koller, Assistant Director of Planning)

This item is a second and final reading to consider an ordinance amending the Adopted Comprehensive Plan of the City of Amarillo, Texas by adding the Eastridge Neighborhood Plan as a component; providing for severability; providing for repealer; and providing for publication and providing an effective date.

C. **CONSIDERATION OF ORDINANCE NO. 7969**  
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning Lots 19 and 20, Block 3, Miller Heights Addition, an addition to the City of Amarillo, in Section 168, 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 (MF- 1) to General Retail District (GR). (Vicinity: NW 9th Ave. and Hughes St.; Applicant: Marcus Hill)

D. **CONSIDERATION OF ORDINANCE NO. 7971**  
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider the vacation of a 10-foot-wide Public Utility Easement lying in Lots 6 and 7, Block 8, North Highland Subdivision of the Tartar Addition, an addition to the City of Amarillo, in Section 157, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: Garfield St. and Amarillo Blvd; Applicant/s: Spencer Weber for Cross Development)

E. **CONSIDER APPROVAL – SETTLEMENT AGREEMENT**  
(Contact: Bryan McWilliams, City Attorney)

This item considers the approval of a Settlement Agreement and Release with Brandt Engineers Group Limited, LTD.

F. **CONSIDERATION OF RESOLUTION NO. 04-12-22-1**  
(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes a suspension in the rate application by Atmos Energy Corporation, West Texas Division for 45 days. The rate application was to increase rates under the Gas Reliability Infrastructure Program.

G. **CONSIDERATION OF RESOLUTION NO. 04-12-22-2**  
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution amending the Amarillo Potter Events Venue District 2021/2022 Budget. This budget amendment is recommended for approval by the Amarillo Potter Events Venue District Board of Directors.

H. **CONSIDERATION OF RESOLUTION NO. 04-12-22-3**  
(Contact: Sherman Bass, Civic Center Manager)

This item considers a resolution authorizing the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the 2022 Working Ranch Cowboys Association's World Championship Ranch Rodeo.

I. **CONSIDERATION OF RESOLUTION NO. 04-12-22-4**  
(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the 2022 United States Team Penning Association World Championship Event.

J. **CONSIDERATION OF RESOLUTION NO. 04-12-22-5**  
(Contact: Laura Storrs, Assistant City Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes, in cooperation with the Amarillo-Potter Event Venue District, for the 2022 Cowboy Mounted Shooting Association (CMSA) World and American Quarter Horse Association World of Mounted Shooting Horses Event.

K. **CONSIDER PURCHASE – EXCAVATOR WITH THUMB ATTACHMENT FOR LANDFILL**

(Contact: Donny Hooper, Director of Public Works)  
Award to: Warren CAT - \$229,331.67 (Buy Board Contract #597-19)

This item considers the purchase of an excavator with thumb attachment for the solid waste disposal division for use at the City Landfill. This purchase will be an addition to the City's fleet.

L. **CONSIDER PURCHASE – TWO (2) NON-CDL TRUCKS WITH HOOK-LIFT BODY**

(Contact: Donny Hooper, Director of Public Works)  
Award to: Cavender Grande Ford - \$261,740.00 (Buy Board Contract #601-19)

This item considers the purchase of two non-CDL trucks with hook-lift bodies for use by the solid waste collection to assist citizens with bulk debris collection and assist citizen groups with neighborhood cleanup and national cleanup days. This purchase will be an addition to the City's fleet.

M. **CONSIDER PURCHASE - CLASS 8 TRUCK WITH VOLUMETRIC CONCRETE MIXER FOR DRAINAGE UTILITY**

(Contact: Donny Hooper, Director of Public Works)  
Award to: Doggett Freightliner of South Austin LLC - \$271,081.00 (TIPS Contract #200 206)

This item considers the purchase of a Class 8 Truck with a volumetric concrete mixer for use by the drainage utility division to assist in maintenance of drainage channels, curb and gutter, and miscellaneous concrete repairs. This purchase will be an addition to the City's fleet.

N. **CONSIDER PURCHASE – EQUIPMENT FOR NEW SIGNALIZED INTERSECTION AT SONCY AND HERITAGE HILLS**

(Contact: Donny Hooper, Director of Public Works)  
Award as follows:

Traffic Signal Poles to: Tiger Electric Supply Inc. -	\$ 88,885.00
Flasher School Zone to: Consolidated Traffic Controls -	\$ 6,448.00
Traffic Signal Controllers to: Iteris, Inc. -	\$ 12,950.00
Traffic Signal Heads to: Paradigm Traffic Systems -	\$ 4,352.00
Total Award:	\$112,635.00

This is a purchase for traffic signal equipment for the new installation of a traffic signal at Soncy and Heritage Hills. This purchase will be funded with Proposition 1 voter approved bond proceeds.

O. **CONSIDER AWARD – AC-5 ASPHALTIC CEMENT ANNUAL SUPPLY CONTRACT FOR SUMMER SEALCOATING OPERATIONS**

(Contact: Donny Hooper, Director of Public Works)

Award to: Ergon Asphalt & Emulsion Inc. - \$850,500.00

This item is to consider award of a contract for the purchase of up to 270,000 gallons of AC-5 Asphaltic Cement, used by the Street Division during the summer for sealcoating of paved streets.

P. **CONSIDER AWARD – SACKED CEMENT ANNUAL SUPPLY AGREEMENT**

(Contact: Trent Davis, Purchasing Agent)

Award to: Tascosa Building Products - \$59,520.04

This item considers award of an annual supply agreement for the purchase of sacked cement.

Q. **CONSIDER PURCHASE – WATER METER COVERS**

(Contact: Trent Davis, Purchasing Agent)

Award to: Premier Waterworks - \$65,320.00

This item considers the purchase of water meter covers that are compatible with automated metering infrastructure.

R. **CONSIDER AWARD – BALLISTIC VEST SUPPLY AGREEMENT**

(Contact: Trent Davis, Purchasing Agent)

Award to: Aspetto, Inc. - \$71,250.00

This item considers award of a supply agreement for the purchase of ballistic vests for Amarillo Police Department officers, civilians, and recruits and City of Amarillo Rick Husband International Airport Police officers.

S. **CONSIDER APPROVAL – SMART POLICING INITIATIVE GRANT RESEARCH AND GRANT MANAGEMENT CONTRACT**

(Contact: Martin Birkenfeld, Police Chief)

Award to: IDEA Analytics (Dr. Jessica Herbert) - \$150,000.00

This item considers approval of a three-year contract to perform the required SPI Grant research and grant management functions for the Smart Policing Initiative (SPI) Grant. This item will be funded by the SPI Grant.

T. **CONSIDER PURCHASE – TELEROB EVO PLUS ROBOT FOR THE AMARILLO POLICE DEPARTMENT BOMB TEAM**

(Contact: Martin Birkenfeld, Police Chief)

Award to: AeroVironment - \$452,128.20

This item considers the purchase of the Telerob Evo Plus Robot with attachments from AeroVironment for use by the Amarillo Police Department (APD) Bomb Team. This purchase will be funded through donations received by APD.

U. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR RIVER ROAD WASTEWATER RECLAMATION FACILITY DIGESTER MIXING AND SECONDARY BOILER IMPROVEMENTS**

(Contact: Matthew Thomas, City Engineer)

Award to: CH2M Hill Engineers, Inc. - \$93,425.00

This item considers the award of a professional services agreement to increase the scope of work and bidding services for the digester mixing project for the River Road Wastewater Reclamation Facility.



**V. CONSIDER PURCHASE – VOICE-OVER-IP (VOIP) PHONES**

(Contact: Rich Gagnon, Managing Director of IT)  
Award to: Nuwave - \$494,598.00 (Award on NCPA 01-97)

This item considers the purchase of VoIP phones for the information technology Voice Over IP project.

**W. CONSIDER AWARD – VIRTUAL DESKTOP INTERFACE (VDI) SERVERS SECURITY MONITORING**

(Contact: Rich Gagnon, Managing Director of IT)  
Award to: Weaver Technologies - \$162,373.14 (Award on DIR-TSO-4299)

This item represents the purchase of VDI servers and security monitoring.

**X. CONSIDER PURCHASE – BROADBAND SECURITY EQUIPMENT**

(Contact: Rich Gagnon, Managing Director of IT)  
Award to: Dell - \$1,023,868.72 (Award on DIR-TSO-3763)

This item considers the purchase of security equipment necessary to construct the core communications infrastructure for the Broadband project. This purchase will be funded by American Rescue Plan Act (ARPA) federal funding.

**Z. CONSIDER APPROVAL – INTER-LOCAL AGREEMENT BETWEEN THE CITY OF MESQUITE, TEXAS AND THE CITY OF AMARILLO, TEXAS**

(Contact: Trent Davis, Director of Purchasing)

This item considers approval of an Inter-local Agreement between The City of Mesquite and the City of Amarillo, Texas to provide The City of Mesquite to piggyback on the City of Amarillo's bid 7025 Amarillo Fire Department Class "A" Uniform Annual Contract.

**AA. CONSIDER AWARD – CIVIC CENTER COMPLEX PORTABLE DANCE FLOOR REPLACEMENT**

(Contact: Bo Fowlkes, Civic Center Complex Assistant General Manager)  
Award to: Mity Lite, Inc. - \$71,491.89

This item considers award of a contract for the replacement of a portable dance floor at the Civic Center Complex.

**BB. CONSIDER APPROVAL – GOLF CART LEASES**

(Contact: George Priolo, GM of Golf Operations)  
Award to: Club Car | VGM Financial Services - \$1,029,873.96

This item approves a 54-month lease to provide the city with two-hundred forty-five (245) Tempo Li Electric Golf Cars, including one (1) Carryall 300 Gasoline Range Car with cage at each golf complex at no charge. The new lease will replace the current golf cars at Ross Rogers (125) cars and Comanche Trail (120). Club Car will accept the city's current models 2018 Tempo Electric Golf Cars as trade-in value applied to the lease.

**CC. CONSIDER AWARD – CONSTRUCTION CONTRACT FOR THE CTX RECAPITALIZATION PROJECT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT**

(Contact: Michael Conner, Director of Aviation)  
Award to: Diversified Conveyors International, LLC - \$1,322,201.00

This item considers the award of a contract for the CTX Recapitalization Project at the Airport, including the removal of existing Explosive Detection System (EDS) machines and installation of one new EDS machine furnished by the Transportation Security Administration (TSA). This item will be fully funded by the TSA.

**DD. CONSIDER AWARD – CIVIC CENTER CHILLER REPLACEMENT**

(Contact: Jerry Danforth, Facilities Director)

Award to: Johnson Controls - \$283,177.00

This item considers award for the removal and replacement of a York Chiller assembly at the Civic Center that has failed and no longer meets current EPA or Energy Codes.

**EE. CONSIDER APPROVAL – POTTER COUNTY SHERIFF SALES**

(Contact: Laura Storrs, Assistant City Manager)

This item is to consider authorizing Potter County, as the Trustee, to sell multiple Sheriff Sale properties that were sent out for bid. The County is requesting authorization of the Sheriff Sale properties from all taxing entities. The property sale process provides for the taxing entities, depending on the amount of bids/sale amount, to recoup all or a portion of delinquent taxes.

**FF. CONSIDER APPROVAL – POTTER COUNTY PROPERTY SALE**

(Contact: Laura Storrs, Assistant City Manager)

This item is to consider authorizing Potter County, as the Trustee, to sell the property located at 1711 S. Jackson. The County is requesting authorization of the property sale from all taxing entities. The property sale process provides for the taxing entities, depending on the amount of bids/sale amount, to recoup all or a portion of delinquent taxes.

**GG. CONSIDER APPROVAL – INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO AND AMARILLO INDEPENDENT SCHOOL DISTRICT**

(Contact: Andrew Freeman, Assistant City Manager)

This item considers an Interlocal Agreement between the City of Amarillo and Amarillo Independent School District (AISD) for AISD's financial participation in the Tri-State Fairgrounds Master Plan.

**HH. CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**

(Contact: Brady Kendrick, Planner II)

This item is the consideration of an Aviation Clear Zone Easement being 4,750 feet above mean sea level above the plat of Usherwood Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 181, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Georgia St. and Hollywood Rd.; Applicant: Steve Usherwood)

**II. CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT**

(Contact: Brady Kendrick, Planner II)

This item is the consideration of an Aviation Clear Zone Easement being 4,450 feet above mean sea level above the plat of Burnett Acres Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 174, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: 58th St. and Tradewinds St.; Applicant: Mark Scaggs)

**JJ. CONSIDER APPROVAL – EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 DEVELOPER AGREEMENT FOR ATC REALTY INVESTMENTS, LLC**

(Contact: Cody Balzen, Economic Development Specialist)

This item approves a Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the ATC Realty Investments, LLC Premier Truck Group of Amarillo project to be located at 7580 East Interstate 40. The agreement is for a 50% annual property tax rebate for ten years. The rebate is contingent upon

receiving a certificate of occupancy within eighteen months after building permit issuance.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith voting NO were none; absent were none; the motion passed by a 5-0 vote.

**ITEM 2Y:** Mayor Nelson introduced an item to consider the award of a contract for demolition of the three warehouses at the old Amarillo Hardware Building in the proposed New City Hall location at 600 S. Grant in Amarillo, TX 79101. A motion was made to approve award of a contract for demolition of the three warehouses at the old Amarillo Hardware Building in the proposed New City Hall location at 600 S. Grant to Lloyd E Neighbors Demolition LLC in the amount of \$139,700.00 by Councilmember Powell, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, and Smith voting NO was Councilmember Stanley; absent were none; the motion passed by a 4-1 vote.

**ITEM 3 – NON-CONSENT ITEMS:**

**ITEM 3A:** Mayor Nelson introduced an item for a public hearing and first reading of Resolution No. 04-12-22-6. Jason Riddlespurger, Community Development Director, presented the item. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. A motion was made to adopt Resolution No. 04-12-22-6 approving the 2022 ERA2 Housing Stability Services Program award and authorizing the Assistant City Manager to act as the City's authorized official in all matters pertaining to the award in the amount of \$1,274,112.00 by Councilmember Powell, seconded by Councilmember Stanley

RESOLUTION NO. 04-12-22-6  
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF  
AMARILLO, TEXAS: AUTHORIZING THE  
ADMINISTRATION OF A HOUSING STABILITY SERVICES  
PROGRAM AWARD FROM THE TEXAS DEPARTMENT OF  
HOUSING AND COMMUNITY AFFAIRS; AUTHORIZING  
THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S  
AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING  
TO THE AWARD; PROVIDING OTHER CLAUSES AND AN  
EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith voting NO were none; absent were none; the motion passed by a 5-0 vote.

**ITEM 3B:** Mayor Nelson introduced an item for a public hearing and first reading of Ordinance No. 7973. Brady Kendrick, Planner II, presented the item. Mayor Nelson opened a public hearing. Speaking FOR the item was Jack Westbrook; speaking AGAINST the item were none; and speaking on the item were none. Mayor Nelson closed the public hearing. A motion was made to adopt Ordinance No. 7973 rezoning Lot 12, Block 3, Johnson and McCluskey Addition, an addition to the City of Amarillo, in Section 139, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 200 for the placement of a carport in the front yard setback in the vicinity of Marrs St. and SE 19th Ave by Councilmember Powell, seconded by Councilmember Smith.

ORDINANCE NO. 7973  
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 MARRS STREET AND SOUTHEAST  
NINETEENTH AVENUE, POTTER COUNTY, TEXAS;

PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith voting NO were none; absent were none; the motion passed by a 5-0 vote.

**ITEM 3C:** Mayor Nelson introduced an item for a public hearing and first reading of Ordinance No. 7974. Brady Kendrick, Planner II, presented the item. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. A motion was made to adopt Ordinance No. 7974 rezoning Lots 20A through 22A, a portion of Lot 22B, Lot 23A, and Lots 24 and 25, Block 2, South Side Acres Unit No. 20, an addition to the City of Amarillo, in Section 230, 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 and Planned Development District 235C to Planned Development District 235E for expansion of existing development standards and land uses in the vicinity of Office Park Dr. and Business Park Dr by Councilmember Powell, seconded by Councilmember Smith.

ORDINANCE NO. 7974

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 OFFICE PARK DRIVE AND BUSINESS PARK DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith voting NO were none; absent were none; the motion passed by a 5-0 vote.

**ITEM 3D:** Mayor Nelson introduced an item for a public hearing and first reading of Resolution No. 04-12-22-7. Brady Kendrick, Planner II, presented the item. A motion was made to adopt Resolution No. 04-12-22-7 setting the date, time and place which will be April 26, 2022 for a public hearing for a landowner-issued annexation request and allowing the City Manager to formalize an Agreed Service Plan for the proposed annexation in the vicinity of Arden Road and Helium Road by Councilmember Powell, seconded by Councilmember Sauer.

RESOLUTION NO. 4-12-22-7

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF AMARILLO SETTING A DATE, TIME AND PLACE FOR PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF AMARILLO, TEXAS; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO PUBLISH NOTICES OF SUCH PUBLIC HEARING; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREED SERVICE PLAN.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith voting NO were none; absent were none; the motion passed by a 5-0 vote.

**ITEM 3E:** Mayor Nelson introduced an item for a public hearing and first reading of Resolution No. 04-12-22-8. Julie Allegretti, Program Manager, presented the item. A motion was made to adopt Resolution No. 04-12-22-8 amending the Water Conservation Program for the City of Amarillo originally adopted in 2002 and last amended in 2017 by Councilmember Powell, seconded by Councilmember Sauer.

RESOLUTION NO. 4-12-22-8

A RESOLUTION OF THE AMARILLO CITY COUNCIL  
AMENDING THE WATER CONSERVATION PROGRAM  
FOR THE CITY OF AMARILLO, ORIGINALLY ADOPTED IN  
2002 AND LAST AMENDED IN 2017; PROVIDING AN  
EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE;  
PROVIDING A SAVINGS CLAUSE.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, Stanley and Smith  
voting NO were none; absent were none; the motion passed by a 5-0 vote.

**ITEM 4 – EXECUTIVE SESSION:**

Mr. McWilliams advised at 3:19 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) 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) Project # 21-07-02 (Manufacturing), (b) Project # 21-10-03 (Manufacturing), (c) Project # 21-11-02 (Transportation), (d) Project # 21-12-01 (Manufacturing), (e) Project # 22-02-03 (Manufacturing), and (f) Economic development incentive request in the vicinity of Loop 335/West Hollywood Rd. and I.H. 27/Canyon Dr.

Mr. McWilliams announced that Executive Session was adjourned at 4:24 p.m. and recessed the Regular Meeting.

ATTEST:

\_\_\_\_\_  
Stephanie Coggins, City Secretary

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

# Amarillo City Council

## Agenda Transmittal Memo



**B**

<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Regular Agenda Item – Public Hearing
<b>Department</b>	Planning and Development Services Brady Kendrick – Planner II		

**Agenda Caption**  
CONSIDERATION OF ORDINANCE NO. 7973

Second and final reading to consider an ordinance rezoning of Lot 12, Block 3, Johnson and McCluskey Addition, an addition to the City of Amarillo, in Section 139, Bock 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 200 for the placement of a carport in the front yard setback.  
 VICINITY: Marrs St. and SE 19<sup>th</sup> Ave.  
 APPLICANT/S: Charles Lynch for Grace Montoya

**Agenda Item Summary**

**Adjacent land use and zoning**

Adjacent zoning consists of Residential District 1 in all directions.  
 Adjacent land uses consist of traditional single-family detached homes in all directions.

**Proposal**

The applicant is requesting a change in zoning in order to allow an existing carport to remain in place within the front-yard setback as it was built without permit.

**Analysis**

Section 4-10-191 (Accessory Building Regulations) of the City’s Zoning Ordinance sets standards for accessory buildings within Amarillo. One of the requirements is that an accessory building shall have a Front Yard setback no less than that specified for the Main Building. In this case, the front yard setback for a single-family detached home in the R-1 District is 25 feet.

Section 4-10-193 (Carport Regulations) of the City’s Zoning Ordinance sets standards for carports not able to meet setbacks of a particular district. One of the requirements for carport related to an SUP request is that the carport (including the roof, eaves, and supporting members) must be set back at least ten (10) feet from the street curb line, or where no curb exists, the edge of paving, or the graded edge of an unimproved street, and in no case shall the Carport extend beyond the property line. As mentioned previously, the carport was erected in a location that not only encroaches into the front setback, but also appears to extend past the property line into public right-of-way. If approved as built, the carport would be in public right-of-way, which is not allowed.

Additionally, during the meeting it was stated that a portion of the existing carport may be encroaching onto private property to the north.

The applicant acknowledged the two encroachments mentioned above and stated that they would be willing to remove the overhang to alleviate the encroachments if the carport were allowed to remain.

Regarding the presence of other carports in the area, in examining a two-block radius around the applicant’s tract, Staff noticed that there are several carports, however a majority of which appear to be outside of the front-yard setback. It is worth noting that of the carports observed, there was at one detached carport that appears to be located within the front yard setback, however no permit can be found.

Although there is a limited number of accessory buildings (carports) located in the front yard setback in the area, the Planning and Zoning Commission was of the opinion that should the encroachments be removed, the applicant’s request is appropriate.

The applicant as part of a request for a Specific Use Permit is also required to submit an expert evaluation by a licensed real estate appraiser to assess the impacts, if any, the request would have on the area. It was the opinion of the appraiser that the request, if approved, would not adversely affect the property values of the adjoining property or other property in the area.

**Requested Action/Recommendation**

Notices were sent to all property owners within 200 feet. As of this writing, the Planning Department did receive one call regarding the request in which the caller expressed opposition to the request.

Considering the above-mentioned information, the Planning and Zoning Commission recommends **APPROVAL** of the request provided the encroachments are removed.

**ORDINANCE NO. 7973**

**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 MARRS STREET AND SOUTHEAST NINETEENTH AVENUE, 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 Lot 12, Block 3, Johnson and McCluskey Addition, an addition to the City of Amarillo, in Section 139, Bock 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to Residential District 1 with Specific Use Permit 200 (R-1/S-200) for the placement of a carport in the front yard setback, and being further described in attached Exhibit A, incorporated herein:

**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 12th day of April, 2022 and **PASSED** on Second and Final Reading on this the 26th day of April, 2022.

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

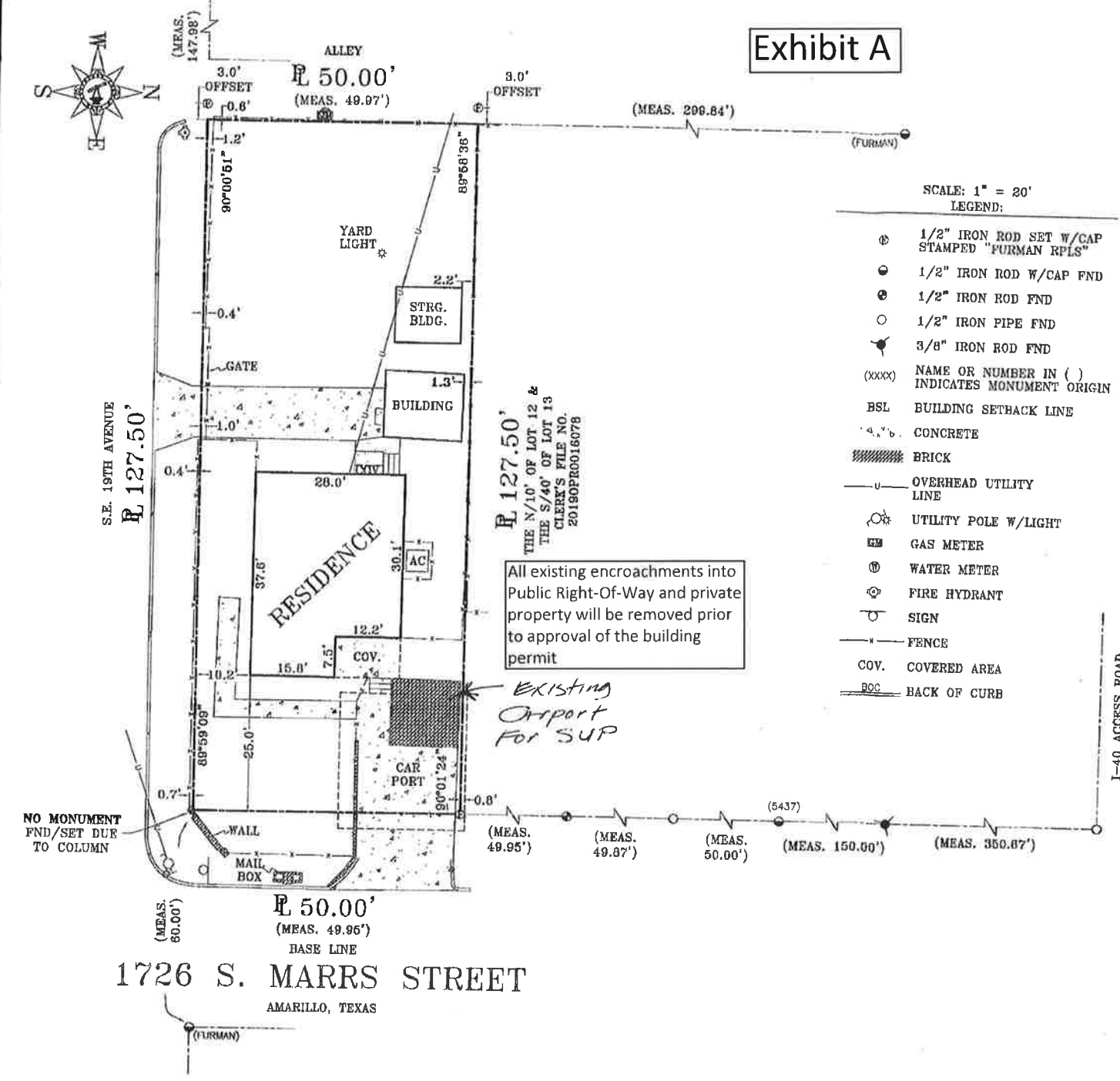
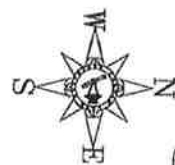
ATTEST:

\_\_\_\_\_  
Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

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

Exhibit A



SCALE: 1" = 20'  
LEGEND:

- ⊕ 1/2" IRON ROD SET W/CAP STAMPED "FURMAN RPLS"
- ⊙ 1/2" IRON ROD W/CAP FND
- ⊙ 1/2" IRON ROD FND
- 1/2" IRON PIPE FND
- ⊙ 3/8" IRON ROD FND
- (XXX) NAME OR NUMBER IN ( ) INDICATES MONUMENT ORIGIN
- BSL BUILDING SETBACK LINE
- CONCRETE
- BRICK
- OVERHEAD UTILITY LINE
- UTILITY POLE W/LIGHT
- GAS METER
- WATER METER
- FIRE HYDRANT
- SIGN
- FENCE
- COV. COVERED AREA
- BOC BACK OF CURB

THE N/10' OF LOT 12 & THE S/40' OF LOT 13  
CLERK'S FILE NO. 20190PR0016078

All existing encroachments into Public Right-Of-Way and private property will be removed prior to approval of the building permit

Existing Onrport For SUP

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Furman Land Surveyors Inc. Furman Land Surveyors Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereto and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Furman Land Surveyors Inc. Copyright 2022.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.
4. The tract of land surveyed and shown hereon may be subject to the State of Texas and City of Amarillo platting rules and regulations. This surveyor suggests that the City of Amarillo Planning and Zoning Department be consulted about these rules, regulations and any requirements that this property may be subject to.
5. Subject property as described in Warranty Deed recorded under Clerk's File No. 20190PR0001303 of the Official Public Records of Potter County, Texas.

DESCRIPTION

The South 50 feet of Lot No. 12, in Block No. 3, of Johnson and McCluskey Addition, an addition to the City of Amarillo in Potter County, Texas, according to the map or plat thereof, recorded in Volume 500, Page 87 of the Deed Records of Potter County, Texas.

SURVEY FOR  
CHUCK LYNCH  
FEBRUARY 9TH, 2021

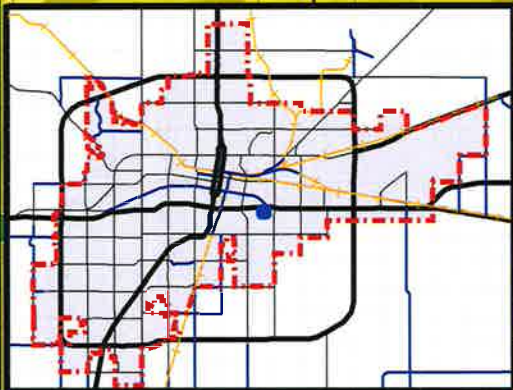
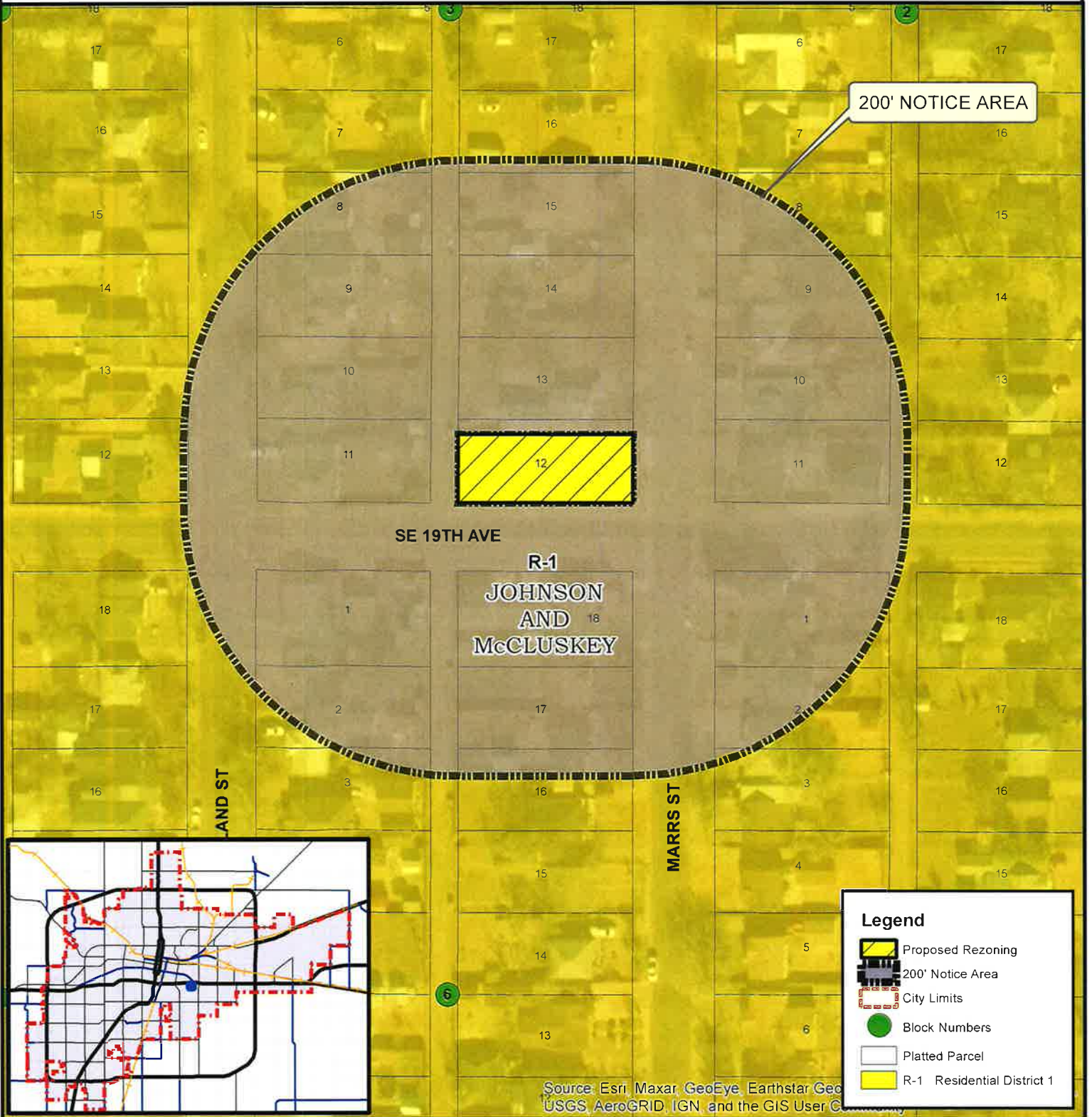


Daryl R. Furman  
RPLS 5374

FURMAN LAND SURVEYORS, INC.  
SURVEYING · MAPPING · CONSULTING  
TEXAS · OKLAHOMA · NEW MEXICO  
KANSAS · COLORADO

DARYL R. FURMAN, RPLS · DANIEL R. FURMAN, RPLS · DONALD R. FURMAN, RPLS  
CASBY A. MANN, RPLS · LANDON M. STOKES, RPLS  
HEATHER LYNN LUMONS, RPLS · KYLE L. BRADY, RPLS  
CHASE ROME, SIT · LEONARD A. McLAUGHLIN, SIT  
TEXAS FIRM #10092400 & 10092401  
P.O. BOX 1416 · AMARILLO, TEXAS 79105 · (806) 374-4245 · FAX (806) 374-4248  
P.O. BOX 464 · DUMAS, TEXAS 79029 · (806) 934-1405 · FAX (806) 934-1482  
PROJECT NO. 2220821 FILE NO. P-13  
DRAWING NO. P:\Dwg 22\PTOTTER\P-13\2220821\2220821

# REZONING FROM R-1 TO SUP



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 100 feet  
Date: 2/28/2022  
Case No: Z-22-09



Rezoning of Lot 12, Block 3, Johnson and McCluckey Unit, an addition to the City of Amarillo, in Section 139, Bock 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with Specific Use Permit 200 for the placement of a carport in the front yard setback.

Owner: Charles Lynch for Charles Lynch Architects

Vicinity: Marrs St. & SE 19th Ave.

AP: P-13

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

# Amarillo City Council

## Agenda Transmittal Memo



C

<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Regular Agenda Item – Public Hearing
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<b>Department</b>	Planning and Development Services Brady Kendrick – Planner II
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**Agenda Caption**  
CONSIDERATION OF ORDINANCE NO. 7974

Second and final reading to consider an ordinance rezoning Lots 20A through 22A, a portion of Lot 22B, Lot 23A, and Lots 24 and 25, Block 2, South Side Acres Unit No. 20, an addition to the City of Amarillo, in Section 230, 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 and Planned Development District 235C to Planned Development District 235E for expansion of existing development standards and land uses.

VICINITY: Office Park Dr. and Business Park Dr.

APPLICANT/S: Brent Lane for Paradise Builders Custom Homes LLC

**Agenda Item Summary**

**Adjacent land use and zoning**

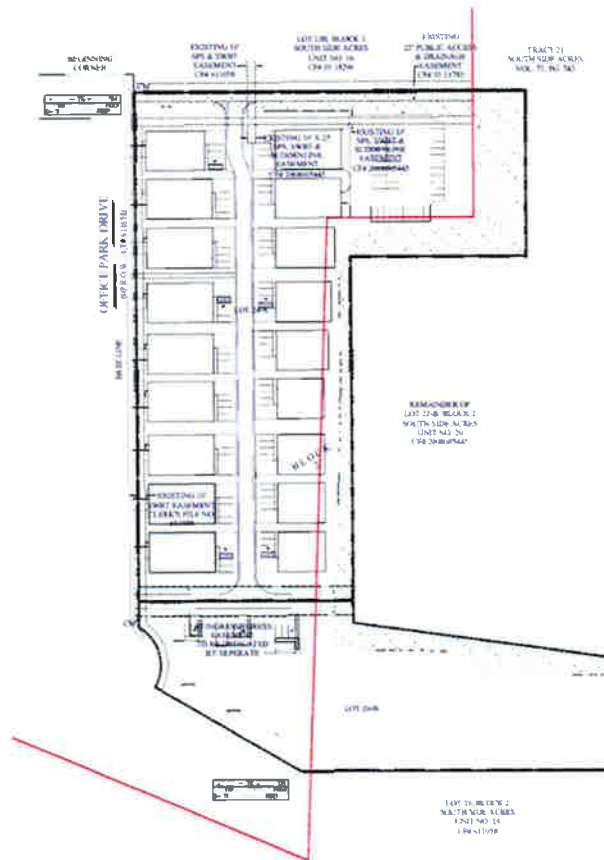
Adjacent zoning consists of Planned Development District 235C and Agricultural District to the north and south, Agricultural District to the east, and Planned development District 235C to the west.

Adjacent land uses consist of multiple multi-tenant commercial buildings to the north, undeveloped land to the south and east, and undeveloped land and a multi-tenant commercial building to the west.

**Proposal**

The applicant is proposing a change in zoning in order to develop the entirety of the tract with multiple office warehouse buildings and associated parking. The applicant’s tract, while mostly appropriately zoned for the proposed use (PD-235C), is partially zoned as Agricultural District which would not allow for the proposed use and is the reason for the request to expand the existing development standards and allowed land uses within PD235C to the entirety of the applicant’s tract (applicant’s tract and site plan with the boundary of PD-235C in red below).





## Analysis

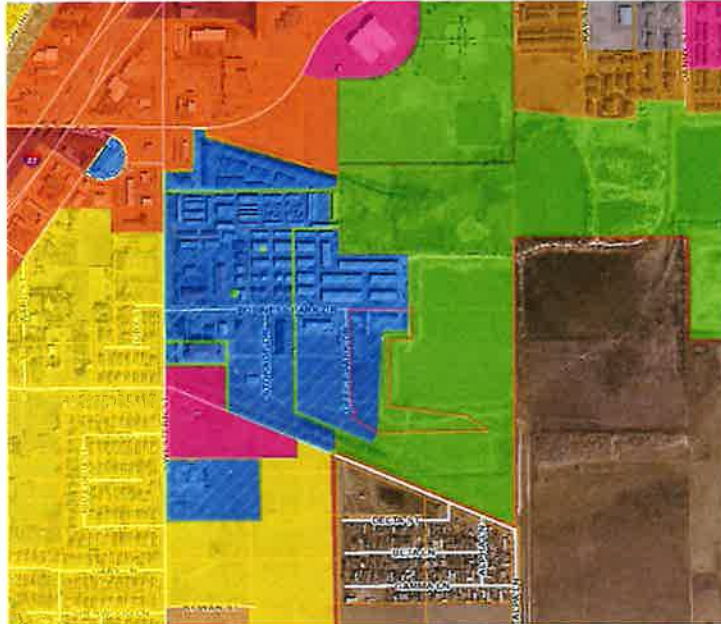
The Planning and Zoning Commission's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, the Planning and Zoning Commission considers what impact on area existing zoning and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

The applicant's tract, located within Western Business Park, is identified as being in the Business Park Future Land Use Map category which calls for a campus style development which increased open space, extensive landscaping, and screening to create a highly attractive business investment environment. The primary development types would feature office medical, and light industrial uses with enhanced development standards. The applicant's request and proposed development would conform with this category as the zoning request would be an expansion of the existing PD-235C zoning that currently exist within the business park.

The proposed development standards include:

- Allowed uses include office warehouses and uses allowed under the Light Commercial Zoning District excluding bars, lounges, and taverns.
- Maximum building height of 20 feet
- Maximum building area of a single building is 50,000 square feet.
- Maximum lot coverage of 29%
- Off-street parking will be provided per Section 4-10-211 of the Amarillo Municipal Code.
- No storage of hazardous or flammable materials is allowed.
- Hours and days of operation are 7 days per week and between 7am and 7pm.
- Outdoor storage is allowed only behind solid screening fences and material or items may not exceed the height of the perimeter fence.
- Sign standards will comply with the Office District-1 standards. No illuminated signage is allowed to face in a southerly direction if located within 250 feet of the southern boundary of the site.
- Landscaping standards will meet the City of Amarillo Landscape Ordinance.
- Any additional bulk or area requirement not specifically noted shall comply with Light Commercial District (LC).

Regarding the Neighborhood Unit Concept of Development (NUC), this concept calls for more intensive uses such as commercial, 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 just looking that the applicant's site, a commercial planned development would not be typically desired internal to the section as shown, however it must be noted that development and zoning patterns north, west, and south of the applicant's tract have not developed in accordance with the NUC as much of the section is commercial in nature due to the proximity of the I-27 corridor and the presence of a major flood hazard area.

The applicants request to expand the PD-235C standards to the entirety of the tract would also be a small expansion of the Planned Development standards in the long developed Western Business Park area and would in the Planning Commission's opinion, not result in any detrimental impacts to the surrounding area.

#### Requested Action/Recommendation

Notices were sent to all property owners within 200 feet. As of this writing, the Planning Department has not received any comments regarding the request.

Considering the above-mentioned information, the Planning and Zoning Commission believes this is logical continuation of existing zoning and development and as such, recommends **APPROVAL** of the request as presented.

**ORDINANCE NO. 7974**

**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 OFFICE PARK DRIVE AND BUSINESS PARK DRIVE, 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 Lots 20A through 22A, a portion of Lot 22B, Lot 23A, and Lots 24 and 25, Block 2, South Side Acres Unit No. 20, an addition to the City of Amarillo, in Section 230, 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 and Planned Development District 235C to Planned Development District 235E for expansion of existing development standards and land uses, development standards attached hereto and incorporated herein as Exhibit A and being further described below:

A 9.56+/- acre tract of land out of Section 230, Block 2, A.B.&M. Survey, Randall County, Texas, being all of Lots 20-A, 21-A, 22-A, 23-A, 24 and 25 and a portion of Lot 22-B, Block 2, South Side Acres Unit No. 20, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2008005445 of the Official Public Records of Randall County, Texas, said 9.56+/- acre tract of land having been surveyed on the ground on January 29, 2021 by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

BEGINNING at a mag nail found in the East Right-of-Way line of Office Park Drive as dedicated per plat of South Side Acres Unit No. 10, an addition to the City of Amarillo

according to the map or plat thereof, recorded under Clerk's File No. 611058 of the Official Public Records of Randall County, Texas, for the Northwest corner of said Lot 24, same being the Northwest corner of this tract of land;

THENCE N. 89° 53' 00" E. 533.69 feet along the North line of said Lots 24 and 25 to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northeast corner of said Lot 25, same being the Northeast corner of this tract of land, from whence the Northeast corner of said Lot 22-B bears N. 89° 53' 00" E. 692.82 feet;

THENCE S. 00° 15' 00" E. 225.41 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Southeast corner of said Lot 25, same being a jog corner of this tract of land;

THENCE S. 89° 53' 00" W. 240.48 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Southwest corner of said Lot 25, same being an interior corner of this tract of land;

THENCE S. 00° 15' 00" E 499.59 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Southeast corner of said Lot 21-A, same being an interior corner of this tract of land;

THENCE S. 82° 14' 36" E. 570.11 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE S. 63° 51' 12" E. 108.06 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE S. 53° 52' 29" E. 130.16 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most East corner of said Lot 20-A, same being the most East corner of this tract of land, from whence a 1/2 inch iron rod found for the Southeast corner of said Lot 22-B bears N. 89° 53' 29" E. 166.31 feet;

THENCE S. 89° 53' 29" W. 839.65 feet along the South line of said Lot 20-A to a 1/2 inch iron rod found for the most South Southwest corner of this tract of land;

THENCE N. 59° 53' 13" W. 229.49 feet to a 1/2 inch iron rod with cap (5626) found in the East Right-of-Way line of said Office Park Drive, for the beginning of a curve to the left whose center bears N. 60° 11' 09" W. 60.00 feet;

THENCE Northerly 94.04 feet along said curve to the left with a long chord of N. 15° 05' 13" W. 84.71 feet to a 1/2 inch iron rod with cap (5626) found for the end of said curve;

THENCE N. 00° 15' 00" W. (Base line) 730.37 feet along the East Right-of-Way line of said Office Park Drive to the PLACE OF BEGINNING and containing 9.56 acres of land, more or less.

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

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

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



**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 12th day of April, 2022 and PASSED on Second and Final Reading on this the 26<sup>th</sup> day of April, 2022.

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

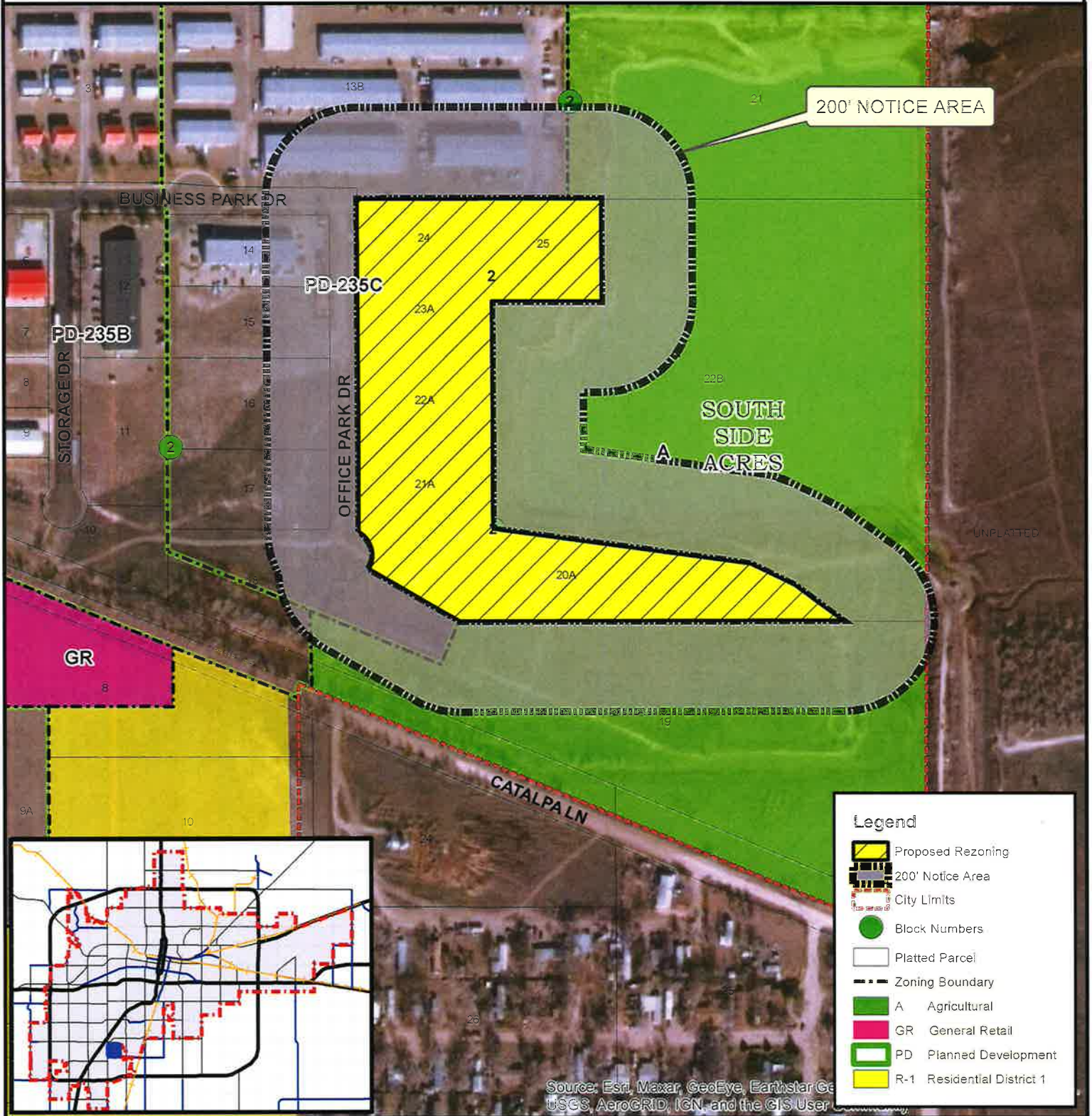
ATTEST:

\_\_\_\_\_  
Stephanie Coggins,  
City Secretary

APPROVED AS TO FORM:

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

# REZONING FROM A AND PD-235C TO PD-235E



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNR Aero, IGN, and the GIS User Community

## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet  
Date: 3/1/2022  
Case No: Z-22-08



Z-22-08 Rezoning of Lots 20A through 22A, a portion of Lot 22B, Lot 23A, and Lots 24 and 25, Block 2, South Side Acres Unit No. 20, an addition to the City of Amarillo, in Section 230, 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 and Planned Development District 235C to Planned Development District 235E for expansion of existing development standards and land uses.

VICINITY: Office Park Dr. and Business Park Dr.  
APPLICANT/S: Brent Lane for Paradise Builders Custom Homes LLC

AP: L-16

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.

### Planned Development 235E (PD-235E) Development Standards

- Allowed land uses: Office warehouses and uses as allowed by Light Commercial Zoning excluding bars, lounges, & taverns.
  - No use other than that allowed under the previous zoning classification (PD-235C) or that which is specified by this Planned Development amendment is allowed. Any other use change shall require a zoning amendment for this site.
  - Max size of individual unit is 50,000 square feet.
  - Number of employees: 1 - 20.
  - Hours and Days of operation: Seven days per week, 7am to 7pm.
  - Maximum lot coverage: 29%
  - Landscaping will comply with the City of Amarillo Landscape Ordinance.
  - Maximum building height: 20 feet
  - Off street parking: Will comply with section 4-10-211 (Vehicle Parking Regulations).
  - No storage of hazardous or flammable material is allowed.
  - Outdoor storage is allowed behind solid screened fenced area and stored material may not to exceed height of fence.
  - All signage is restricted to Business Sign Standards listed for the Office-1 District zoning. No illuminated signage is allowed to face in a southerly direction within 250 feet of the southern boundary line of this site. No signs shall be operated on the property that use or have attached any flashing, pulsating, or rotating lighting source or reflector.
  - 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.
  - All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
  - All refuse containers shall be screened and maintained in such a manner as to prevent blowing trash and debris.
  - Any additional bulk or area requirement not specifically noted on this site plan shall comply with the Light Commercial District (LC).
  - Any and all utility relocations or adjustments required for this development shall be the responsibility of the developer(s).
-

-All fencing, screening, landscaping, driveways, and parking areas shall be maintained in good condition at all times by owners. 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 material, trees, grass, shrubs, etc., shall be installed on the site in the same manner as depicted on this site plan and all landscaped areas shall be served with a sprinkler system.

-The approval of this development by the City of Amarillo in no way shall alter or abrogate requirements of the Uniform Building Code as adopted and amended by the City of Amarillo.

-The City of Amarillo or its franchised utility shall not be required to replace any obstructions, paving, or plantings that must be removed during the course of maintenance, construction, or reconstruction within any public utility or drainage easement.

-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.

-All surface storm water collected on this site shall drain directly to adjacent public right of way or by other means if approved by the City Engineer.

-The developer shall comply with all ADA requirements.

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





Signature of owner/Developer

Date

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# Amarillo City Council

## Agenda Transmittal Memo



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<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Public Safety; Civic Pride
<b>Department</b>	Community Development		
<b>Contact</b>	Jason Riddlespurger, Director		

### Agenda Caption

CONSIDERATION OF RESOLUTION NO. 04-26-22-1 to approve the selection of Coming Home as a program provider for United Way of Amarillo and Canyon's 2022 Community Impact Allocation Fund.

United Way of Amarillo and Canyon (UWAC) selected the Coming Home project as a new program provider to partner with in 2022. Community Development was awarded \$16,000 to provide supportive housing services to four (4) new program clients as they leave homelessness and transition to permanent housing. These clients will be served through Coming Home case management and peer support. Coming Home is currently providing supportive services to 130 housed households along with many clients currently experiencing homelessness.

### Agenda Item Summary

UWAC's award will allow the Coming Home program to serve additional clients while expanding the exposure of the Coming Home program in Amarillo. Coming Home is actively providing supportive services to 130 housed households. This award along with the recent HSS award will expand the number of clients Coming Home can serve.

As current PIT numbers reflect, rates of homelessness still exist at high levels in Amarillo. To expand our ability to offer supportive services to clients who enter housing, Coming Home has pursued additional funding sources to support added staff positions.

Following an application and presentation process, UWAC selected Coming Home as a new program provider to receive funding from the Community Impact Allocation Fund in 2022. UWAC does not often elect to fund new partners; therefore, the success of this partnership will increase the community understanding of the Coming Home project along with the potential of future program funding by UWAC.

The Award Letter along with the Amarillo Coming Home Project 2022 Provider Agreement with United Way are attached for review.

### Requested Action

\*Approval of the resolution to accept UWAC's selection of Coming Home as a 2022 program provider and recipient of \$16,000, allocated from the Community Impact Allocation Fund.

### Funding Summary

#### Supportive Housing Services: \$16,000

- This will fund a portion of a case management and peer support salary to provide and document supportive services to at least four (4) newly housed clients in 2022.

### Community Engagement Summary

UWAC engaged service providers in the fall of 2021, requesting agencies submit applications for the 2022 Community Impact funding process. Community Development's Coming Home program participated in the fall of 2021 by submitting a stewardship packet and application to be considered as a new Basic Needs service provider. In February 2022, the department presented the work of Coming Home to the UWAC Community Impact Council for their funding consideration.

### Staff Recommendation

Staff recommends approval of the resolution, adopting the United Way of Amarillo and Canyon program provider partnership agreement with Community Development Coming Home for 2022.



RESOLUTION NO. 04-26-22-1

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE ADMINISTRATION OF A COMMUNITY IMPACT GRANT FROM THE UNITED WAY OF AMARILLO AND CANYON; AUTHORIZING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE AWARD; PROVIDING OTHER CLAUSES AND AN EFFECTIVE DATE.

---

WHEREAS, the United Way of Amarillo and Canyon ("UWAC") has established the Community Impact Grant ("Grant") Program, which funds programs that meet community needs aligned with reducing poverty and building an educated workforce; and

WHEREAS, the City of Amarillo is eligible and has applied for Grant funding for its Coming Home Program; and

WHEREAS, the City of Amarillo was awarded Grant funds on or about April 1, 2022; and

WHEREAS, the City Council wishes to accept the Grant funds and designate specific City staff to efficiently administer Grant award.

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

SECTION 1. The Grant application is hereby ratified on behalf of the City.

SECTION 2. The City Council authorizes Laura Storrs, Assistant City Manager and CFO, as the grantee's authorized official to apply for, accept, reject, alter, or terminate the application or subsequent grant on behalf of the City.

SECTION 3. 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 4. Should any word, phrase, or part of this Resolution be found invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and shall be and continue in effect.

SECTION 5. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 26th day of April 2022.

---

Ginger Nelson, Mayor

ATTEST:

APPROVED AS TO FORM:

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Stephanie Coggins, City Secretary

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Bryan S. McWilliams, City Attorney

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Economic Development, Civic Pride
<b>Department</b>	Development Services		
<b>Contact</b>	Justin Oppel, Development Customer Service Coordinator		

**Agenda Caption**

CONSIDERATION OF RESOLUTION NO. 04-26-22-2

Consider dedication and acceptance of common areas with improvements within the Colonies Public Improvement District.

**Agenda Item Summary**

The City's public improvement district (PID) policy (Section 15, City of Amarillo Development Policy Manual) requires that completed and accepted common areas and their improvements must be dedicated to the City. The Colonies PID home owners association is requesting the City to accept the dedication of four tracts identified as "common areas" and the improvements (walls, sidewalks, benches, irrigation, etc.) that were constructed within these common areas. The plans for the improvements and their construction were reviewed for their adherence to City standards by the appropriate City staff. City staff has verified the completion of the improvements and find that the improvements were constructed in general conformance to the approved plans.

Although the common areas and improvements are being dedicated to the City of Amarillo, all maintenance, operation, and administration costs related to the improvements are funded by revenue generated by annual assessments paid by property owners with the Colonies PID as outlined by the approved Colonies PID petition (Resolution No. 2-13-01-1). It is also important to note that the dedication instrument must also have a "reversionary interest" clause stating that if the PID is ever dissolved, fee simple title to the property will revert back to the home owners association.

**Requested Action**

City acceptance of the dedicated common areas as proposed.

**Funding Summary**

As alluded to above, the City is under no obligation for any costs associated with the maintenance or operation of the common areas and/or improvements. All costs associated with the common areas and improvements are funded by PID assessment revenue.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends acceptance of the common areas as proposed.

RESOLUTION NO. 04-26-22-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ACCEPTING THE DEDICATION TO THE CITY OF AMARILLO CERTAIN COMMON AREAS AND CAPITAL IMPROVEMENTS THEREIN WITHIN THE COLONIES PUBLIC IMPROVEMENT DISTRICT; ACKNOWLEDGING SUCH COMMON AREAS DEEDED TO THE CITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City Council created the Colonies Public Improvement District (“PID”) by approving Resolution No. 2-13-01-1 in accordance to Texas Local Government Code, Chapter 372; and

WHEREAS, the City of Amarillo’s Development Policy Manual, Section 15, similarly requires that common areas and improvements be dedicated to the City, and once accepted, deeded to the City with a reversionary interest to the Colonies Master Association, Inc. in the event the public improvement district is dissolved; and

WHEREAS, a request by the Colonies Master Association, Inc. for the City to accept the dedication of certain common areas and improvements has been received; and

WHEREAS, after a review of such information presented, the Council finds such dedication of common areas and improvements is in order and acknowledges the conveyance of such common areas to the City.

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

SECTION 1. The City Council finds the following:

A. The Special Warranty Deed conveying the common areas to the City correctly identifies the common areas in which capital improvements have been constructed.

B. The capital improvement construction plans were reviewed by the appropriate City staff for conformance to applicable City standards.

C. The City’s project representative inspected the capital improvements and determined that the improvements were completed in general conformance with the approved construction plans and accepted.

D. The Colonies PID will bear all costs of the maintenance, operation, and administrative costs related to the deeded common areas and capital improvements.

E. Funding for said maintenance, operation, and administrative costs is provided by revenue generated by annual assessments paid by owners of property within the boundaries of the Colonies PID.

F. The City of Amarillo accepts the dedication of the common areas and improvements and acknowledges the Special Warranty Deed conveying said common areas to the City, more particularly described by Exhibit A, attached hereto and incorporated herein.



SECTION 2. In the event this Resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 3. All resolutions or parts thereof that conflict with this resolution are hereby repealed, to the extent of such conflict.

SECTION 4. This Resolution is effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 26th day of April 2022.

---

Ginger Nelson, Mayor

ATTEST:

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Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

---

Bryan McWilliams, City Attorney

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **SPECIAL WARRANTY DEED**

**Date:** \_\_\_\_\_, 2022

**Grantor:** COLONIES MASTER ASSOCIATION, INC., a Texas nonprofit association

**Grantee:** CITY OF AMARILLO, a municipal corporation

**Grantee's Mailing Address:** PO Box 1971, Amarillo, TX 79105-1971

**Consideration:** Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

**Property (including any improvements):**

Common Area 52, Common Area 53, Common Area 54, in The Colonies Unit No. 72, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 20190202697.

Common Area 55, in The Colonies Unit No. 75, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded in the Official Public Records of Randall County, Texas, under Document No. 2020005448.

**Reservations from Conveyance:**

If the Colonies Public Improvement District is ever terminated, fee simple title to the Property will revert to and vest in Grantor. The Colonies Public Improvement District was created by the City of Amarillo Resolution No. 2-13-01-1 recorded in the Official Public Records of Randall County, Texas, under Document No. 01002516.

**Exceptions to Conveyance and Warranty:**

- (a) All valid easements of record, visible an apparent, if any;
- (b) All valid reservations of oil, gas, and other minerals, if any;
- (c) Colonies Master Declaration recorded in the Official Public Records of Randall County, Texas, under Document No. 01 18218, as amended by that; and
- (d) Public Improvement District created under Resolution No. 2-13-01-1 recorded in the Official Public Records of Randall County, Texas, under Document No. 01002516.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or anypart thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

COLONIES MASTER ASSOCIATION, INC.  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Josh Slunder, President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Josh Langham, President of COLONIES MASTER ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

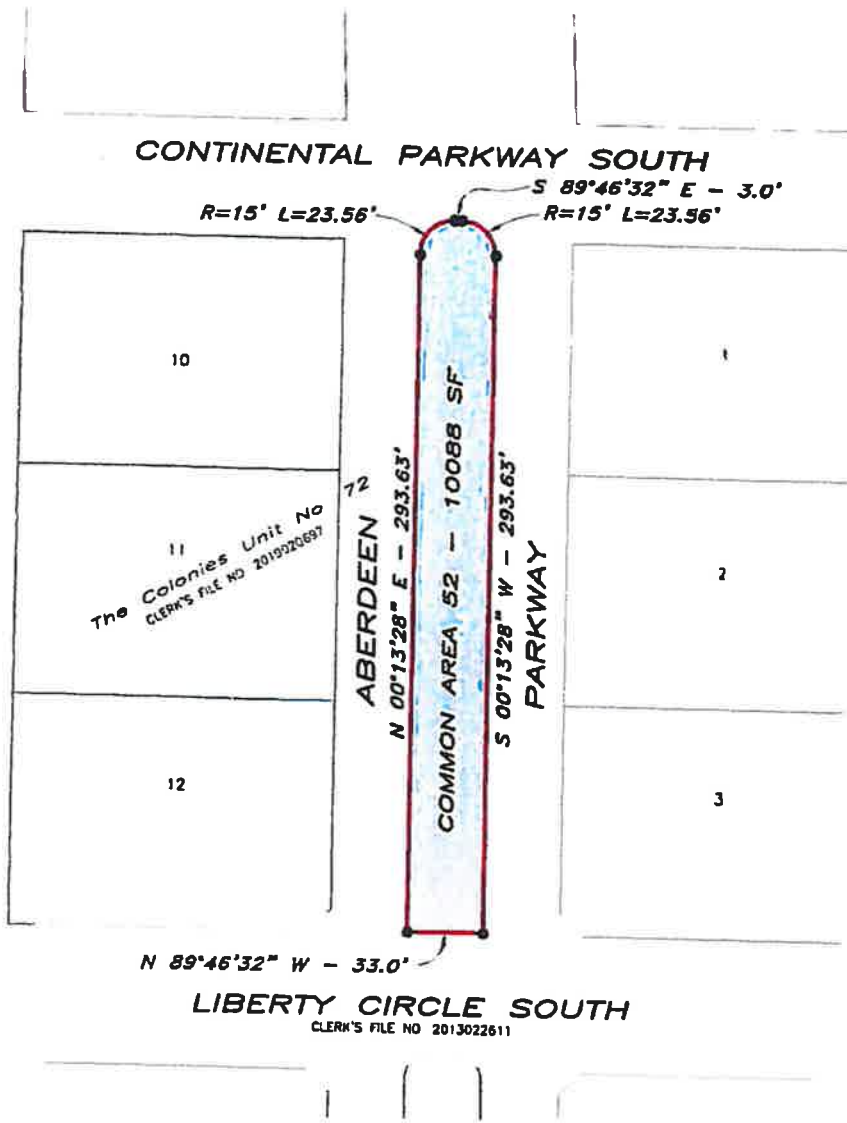
(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
City of Amarillo  
Secretary's Office  
PO Box 1971  
Amarillo, TX 79105-1971

EXHIBIT A  
 "COMMON AREA 52"

The Colonies Unit No. 72  
 City of Amarillo, Randall County, Texas



Scale 1" = 60'

LEGEND

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

PROPERTY DESCRIPTION:

Common Area 52, The Colonies Unit No. 72, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded under Clerk's File No. 201920697, of the Official Public Records of Randall County, Texas

**HBD**  
 Hagar, Brown & Dorsey, LLC.  
 LAND SURVEYORS

AMARILLO  
 4713 S Western St.  
 Amarillo, Texas 79109  
 (806) 352-1007  
 Texas Firm No. 10027300

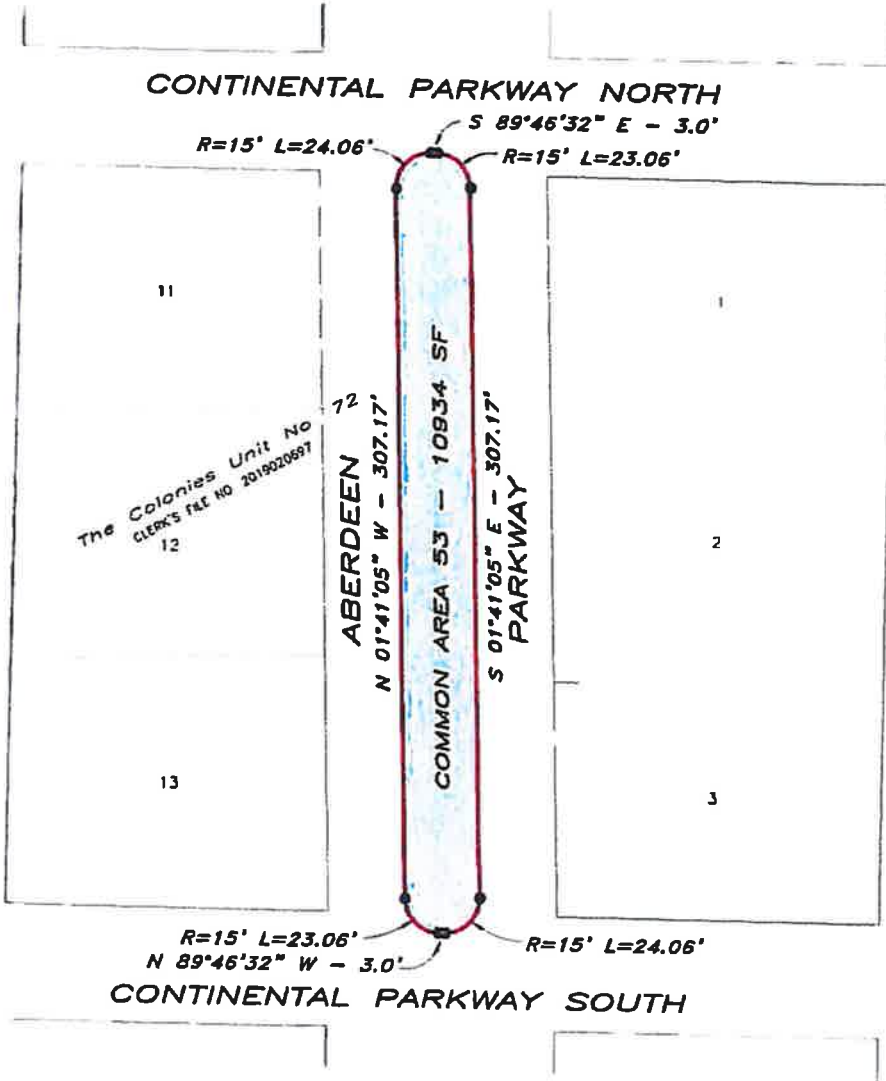
hbd2@hbdsurveyors.us

HEREFORD  
 235 E 2nd St.  
 Hereford, Texas 79045 Plot Date 09/24/2020  
 (806) 364-8084  
 Texas Firm No. 10027301 Plat No. A11001-CA52.dwg



EXHIBIT A  
 "COMMON AREA 53"

The Colonies Unit No. 72  
 City of Amarillo, Randall County, Texas



Scale 1" = 60'

**PROPERTY DESCRIPTION:**  
 Common Area 53, The Colonies Unit No. 72, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded under Clerk's File No. 2019020697, of the Official Public Records of Randall County, Texas

**LEGEND**

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



AMARILLO  
 4713 S Western St.  
 Amarillo, Texas 79109  
 (806) 352-1007  
 Texas Firm No. 10027300

bbd2@bbdsurveyors.us

HEREFORD  
 235 E 2nd St  
 Hereford, Texas 79045  
 (806) 364-6084  
 Texas Firm No. 10027301



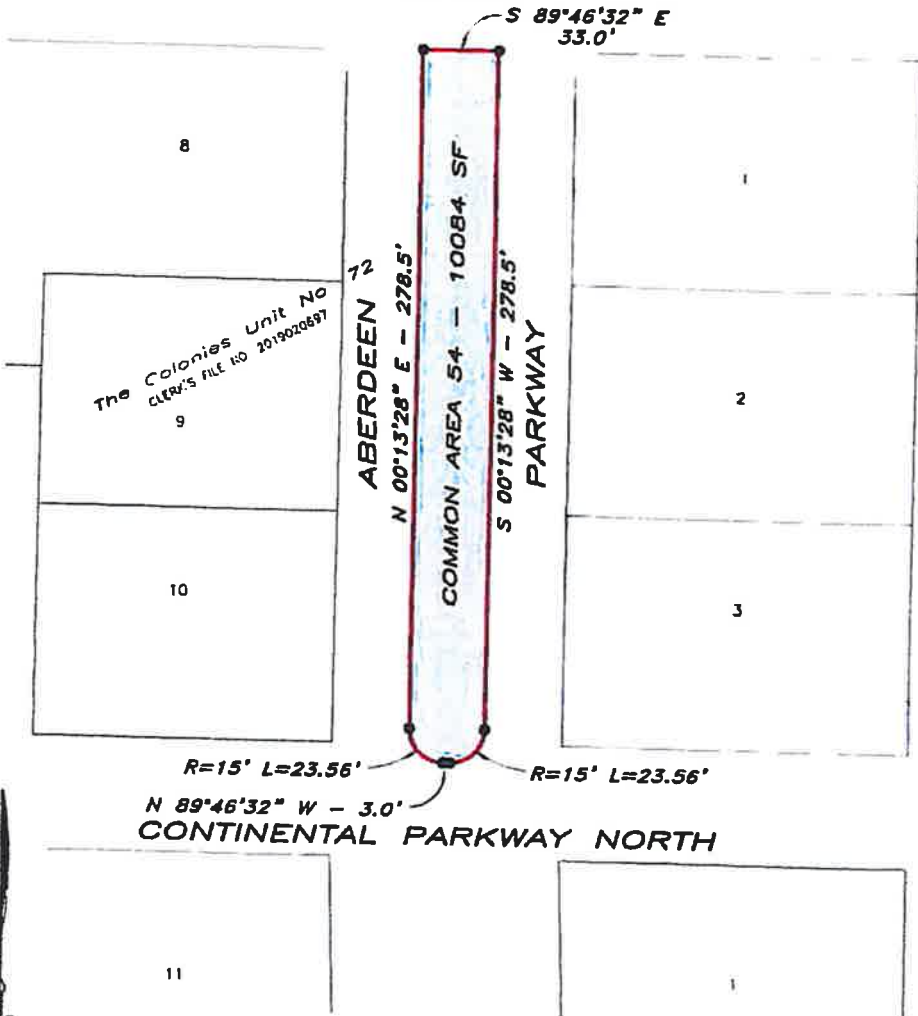
Plot Date: 09/24/2020  
 Plot No. A11001-CA53.dwg

EXHIBIT B  
 "COMMON AREA 54"

The Colonies Unit No. 72  
 City of Amarillo, Randall County, Texas

LIBERTY CIRCLE NORTH

CLERK'S FILE NO 00625729



Scale 1" = 60'

LEGEND

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

PROPERTY DESCRIPTION:

Common Area 54, The Colonies Unit No. 72, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded under Clerk's File No. 2019020697, of the Official Public Records of Randall County, Texas



AMARILLO  
 4713 S Western St  
 Amarillo, Texas 79109  
 (806) 352-1007  
 Texas Firm No. 10027300

hb20hbdsurveyors.us

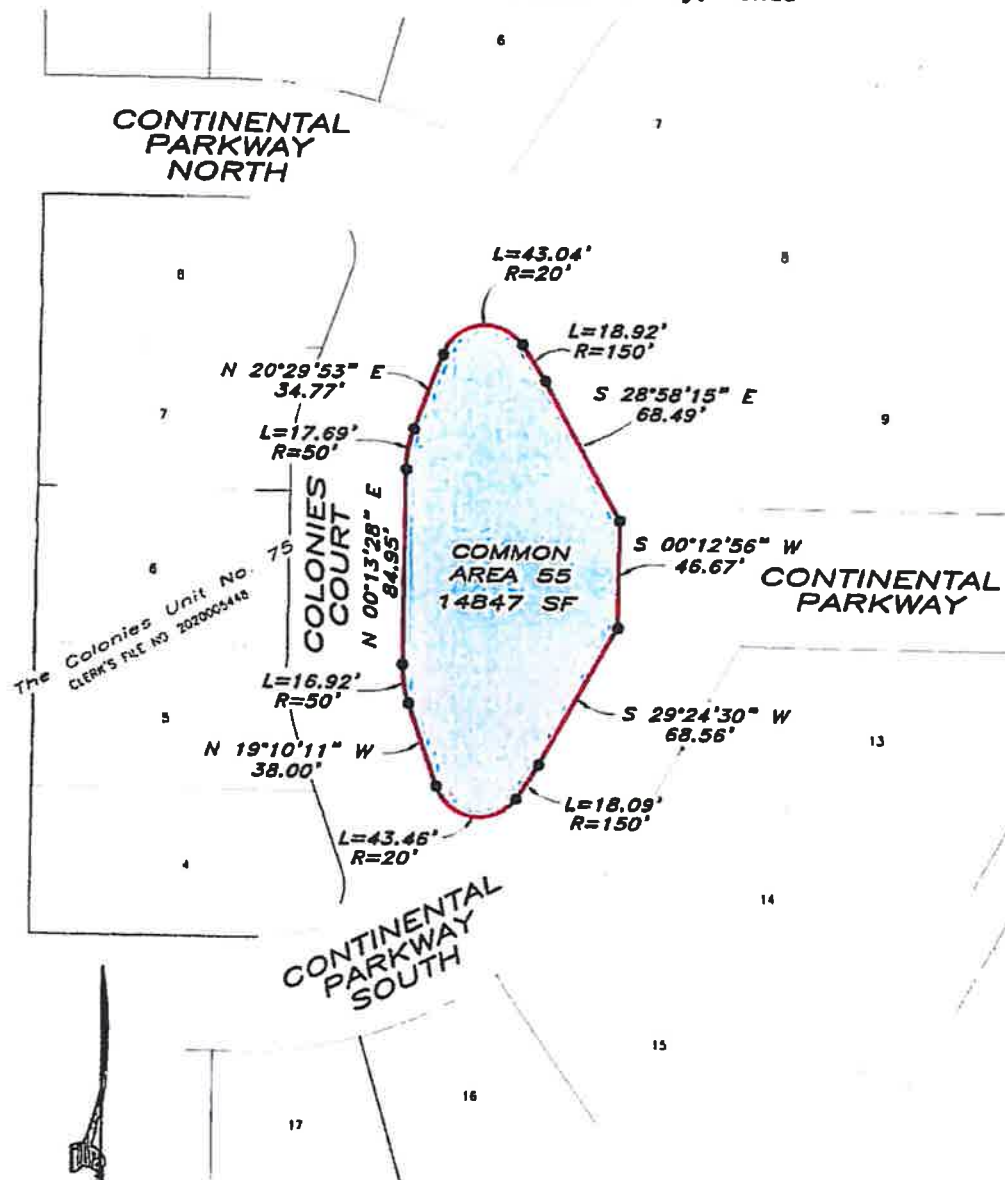
HEREFORD  
 235 E. 2nd St  
 Hereford, Texas 79045  
 (806) 384-6034  
 Texas Firm No. 10027301



Plat Date: 09/24/2020

EXHIBIT B  
 "COMMON AREA 55"

The Colonies Unit No. 75  
 City of Amarillo, Randall County, Texas



The Colonies Unit No.  
 CLERK'S FILE NO. 2020005448

Scale 1" = 60'

LEGEND

- = 3/8" Iron Rod set with H&D cap
- ⊙ = Control Monument found as noted

PROPERTY DESCRIPTION:

Common Area 55, The Colonies Unit No. 75, an Addition to the City of Amarillo, Randall County, Texas, according to the plat thereof recorded under Clerk's File No. 2020005448, of the Official Public Records of Randall County, Texas.



Sheet 1 of 1 | Advice No. 0000 | Drawn By J. Pringle

AMARILLO  
 4713 S. Western St.  
 Amarillo, Texas 79109  
 (806) 352-1007  
 Texas Firm No. 10027200

bbd2@hbdsurveyors.us

HEREFORD  
 235 E. 2nd St.  
 Hereford, Texas 79845  
 (806) 364-6084  
 Texas Firm No. 10027201



Plot Date: 09/24/2020

Plot No: A11001-CA55a.dwg



# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Fiscal Responsibility, Best Practices, Customer Service
<b>Department</b>	Public Works - Fleet Services Division		
<b>Contact</b>	Donny Hooper, Public Works Director		

**Agenda Caption**

CONSIDER PURCHASE - CLASS 8 TRUCK WITH VOLUMETRIC CONCRETE MIXER FOR DRAINAGE UTILITY  
 Award to: Doggett Freightliner of South Austin LLC - \$271,081.00 (Buy Board Contract #601-19)

This item considers the purchase of a Class 8 Truck with a volumetric concrete mixer for use by the drainage utility division to assist in maintenance of drainage channels, curb and gutter, and miscellaneous concrete repairs. This purchase will be an addition to the City's fleet.

**Agenda Item Summary**

21/22 Budget approved addition to Drainage Utility Division for use performing daily operational requirements and maintenance of drainage channels, curb and gutter, miscellaneous concrete repairs.

**Requested Action**

Recommend purchase approval of Volumetric Concrete Mixer Truck for Drainage Utility Division. This purchase will be on Buy Board contract # 601-19. Contract purchase assures discounted governmental pricing and quicker delivery schedules. Contract purchase of equipment allows for uniformity of specialized equipment, control maintenance cost associated with training and repair compared to multiple manufacturers.

**Funding Summary**

Funding for this purchase will be from 61120.84100 Fleet Services – Machinery General.  
 Total Purchase \$271,081.00

**Community Engagement Summary**

N/A

**Staff Recommendation**


Staff Recommends approval of purchase of Volumetric Concrete Mixer Truck.



Bid No. 7250 VOLUMETRIC CONCRETE TRUCK (BUYBOARD)

Opened 4:00 p.m. March 22, 2022

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To be awarded as one lot		DOGGETT FREIGHTLINER OF SOUTH TEXAS	
<hr/>			
Line 1 Class 8 Truck Cab Chassis with Volumetric Concrete Mixer, per specifications			
1 ea	Unit Price	\$271,081.000	
	Extended Price		271,081.00
<hr/>			
Bid Total		\$ 271,081.00	
City		Austin, TX	
<hr/>			

# Amarillo City Council Agenda Transmittal Memo



G

<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Fiscal Responsibility
<b>Department</b>	Central Stores		
<b>Contact</b>	Trent Davis, Purchasing Agent		

**Agenda Caption**

CONSIDER AWARD – FIRE HYDRANTS SUPPLY AGREEMENT

Award to: Premier Waterworks - \$258,000.00

**Agenda Item Summary**

Bid #7239

This item is to be considered for award of the Fire Hydrants Supply Agreement

**Requested Action**

Consider approval of the award for the Fire Hydrants Supply Agreement

**Funding Summary**

Funding is available in inventory account 1000.15400

**Community Engagement Summary**

N/A

**Staff Recommendation**

City Staff is recommending approval of award.

Bid No. 7239 FIRE HYDRANTS SUPPLY AGREEMENT

Opened 4:00 p.m. April 7, 2022

To be awarded as one lot	PREMIER WATERWORKS, INC	CORE & MAIN LP	FERGUSON ENTERPRISES LLC
Line 1 Hydrant, 5 1/4" X 4', per specifications			
40 ea			
Unit Price	\$2,100.000	\$2,558.000	\$2,841.880
Extended Price	84,000.00	102,320.00	113,675.20
Line 2 Hydrant, 5 1/4" X 6', per specifications			
40 ea			
Unit Price	\$2,150.000	\$2,621.000	\$2,907.240
Extended Price	86,000.00	104,840.00	116,289.60
Line 2 Hydrant, 5 1/4" 5', per specifications			
40 ea			
Unit Price	\$2,200.000	\$2,673.000	\$2,973.240
Extended Price	88,000.00	106,920.00	118,929.60
Bid Total	\$ 258,000.00	\$ 314,080.00	\$ 348,894.40
Award by Vendor	\$ 258,000.00		
City	Lubbock, TX		

# Amarillo City Council Agenda Transmittal Memo



H

<b>Meeting Date</b>	April 26,2022	<b>Council Priority</b>	N/A
<b>Department</b>	Information Technology		

## **Agenda Caption**

### CONSIDER AWARD – VMWARE CARBON BLACK CYBERSECURITY:

Award to: Dell Marketing - \$294,449.31

This purchase represents advanced cybersecurity tools and resources to help protect City infrastructure, information, and operations.

## **Agenda Item Summary**

VMware Carbon Black helps protect City-operated information technology resources.

## **Requested Action**

Approval of award to Dell in the amount of \$294,449.30

## **Funding Summary**

Funding is available in Information Technology account 62032.69300.

## **Community Engagement Summary**

N/A

## **Staff Recommendation**

Staff recommends approval of award.

Bid No. 7265 VMWARE CARBON BLACK CYBERSECURITY TOOLS

Opened 4:00 p.m. April 5, 2022

To be awarded as one lot

DELL MARKETING LP

Line 1 Vmware Carbon Black Cloud Workload  
Enterprise - 1 year SaaS Subscription (12  
months prepaid) per CPU with production  
support, per specifications

64 ea

Unit Price

\$622.394

Extended Price

39,833.19

Line 2 Vmware Carbon Black Workload  
Managed Detection and Response (SaaS) - 1  
year subscription (12 months prepaid) per  
CPU, per specifications

64 ea

Unit Price

\$100.000

Extended Price

6,400.00

Line 3 Vmware Carbon Black Cloud Endpoint  
(SaaS) Advanced 1 Year Subscription (12  
months prepaid) per Endpoint. For Windows  
systems with production support, per

2,245 ea

Unit Price

\$31.255

Extended Price

70,168.19

Line 4 Vmware Carbon Black Managed  
Detection and Response (SaaS) - 1 year  
subscription (12 months prepaid) per  
Endpoint, per specifications

2,245 ea

Unit Price

\$12.500

Extended Price

28,062.50

Line 5 Vmware NSX Distributed Firewall with  
Advanced Thread Prevention per Processor,  
1-year term with Production support, per  
specifications

64 ea		
Unit Price	\$1,980.383	
Extended Price		126,744.51

Line 6 Vmware Carbon Black Cloud  
Deployment - Standard, per specifications

1 ea		
Unit Price	\$4,909.980	
Extended Price		4,909.98

Line 7 VmWare Carbon Black PS Consume  
Add-Ons - Essentials, per specifications

1 ea		
Unit Price	\$2,553.190	
Extended Price		2,553.19

Line 8 VMWare Professional Service Remote  
Delivery Specialist (in-region) - 2 days for 4  
weeks, per specifications

1 ea		
Unit Price	\$15,777.740	
Extended Price		15,777.74

Bid Total		294,449.30
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Award by Vendor  
City

\$ 294,449.30  
Round Rock, TX



# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Fiscal Responsibility
<b>Department</b>	Human Resources, Risk Management Division		
<b>Contact</b>	Wesley Hall, Risk Management Director		

### Agenda Caption

CONSIDER AWARD – RENEWAL OF WORKERS’ COMPENSATION EXCESS INSURANCE POLICY  
Award to: USI Southwest - \$200,796.00

### Agenda Item Summary

This item is a renewal of the City’s Workers’ Compensation Excess Insurance policy. The policy provides excess coverage for workers’ compensation claims when the claim exceeds \$1 million for civilian employees, and \$2 million for first responders.

### Requested Action

Requesting award of a one-year renewal of the Workers’ Compensation Excess Insurance Policy to USI Southwest in the amount of \$200,796.00.

### Funding Summary

6300.63125.71100

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends awarding a one-year renewal of the Workers’ Compensation Excess Insurance Policy to USI Southwest.



Workers Comp Excess Insurance  
Opened 4:00 p.m. April 1, 2022

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To be awarded as one lot                      USI SOUTHWEST, INC

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Line 1 Workers Comp Excess Insurance  
Policy Renewl, per specifications

1 yr

Unit Price                      \$200,796.000

Extended Price                                      200,796.00

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Bid Total    200,796.00

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Award by Vendor  
City

\$ 200,796.00  
El Paso, TX



# Amarillo City Council

## Agenda Transmittal Memo



<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Infrastructure Initiative
<b>Department</b>	Capital Projects & Development Engineering		
<b>Contact</b>	Kyle Schniederjan		

### Agenda Caption

CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR PHASE II DESIGN, BID, AND CONSTRUCTION PHASES FOR POLK ST. STREETScape IMPROVEMENTS (Job 462000)

Award to: Parkhill

Amount - Not to exceed \$1,133,490.00

This item is to consider approval of the professional engineering services agreement for the Design, Bid, and Construction Phases related to the construction of Polk St. Streetscape Improvements.

### Agenda Item Summary

This professional service agreement consists of design, bid and construction phase services for streetscape improvements to a portion of Polk Street in Downtown Amarillo. The design is proposed to include streetscape improvements to an area of approximately eight blocks of Polk Street bounded by 10th Street on the south and 2nd Street on the north. Improvements will bring block faces up to current Downtown Amarillo Urban Design Standards (DAUDS) and current Americans with Disabilities Act (ADA) standards. This will include new sidewalks, driveways, storm sewer inlet relocation, lighting, street trees, and site furnishings. The anticipated schedule is approximately 4 months for this phase of the project and a projected ultimate construction completion in 2023.

### Requested Action

Consider approval of the agreement for execution by the City Manager.

### Funding Summary

Funding for this agreement is available in the Project Budget Number 462000. Funding for this project was approved in the FY 16/17 thru 20/21 Community Investment Program Proposition 1. This project is funded with Proposition 1 Transportation bond funds.

### Community Engagement Summary

A significant portion of this professional services agreement is engagement with private property owners and stakeholders adjacent to the project. Additionally, the general public will be engaged throughout the design and construction of this project.

### Staff Recommendation

City Staff is recommending approval of the agreement.

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

## Agenda Caption

CONSIDER APPROVAL – AIRPORT LAND LEASE AND STORAGE AGREEMENT BETWEEN CITY OF AMARILLO AND WESTERN ENTERPRISES, INC.

This item is for the lease of a storage bunker at the Rick Husband Amarillo International Airport.

## Agenda Item Summary

This is the 2<sup>nd</sup> lease for Western Enterprises, for the rental of a storage bunker for Western Enterprises' storage of fireworks and associated equipment and materials in support of the fireworks displays at Hodgetown. It is a one year lease agreement.

## Requested Action

Request that the City Council approve this land lease and storage agreement.

## Funding Summary

This is a revenue agreement.

## Community Engagement Summary

N/A

## Staff Recommendation

Airport staff recommends approval this agreement with Western Enterprises, Inc.

## AIRPORT LAND LEASE AND STORAGE AGREEMENT

This Airport Land Lease and Storage Agreement (“Agreement”) is entered into by and between the City of Amarillo, (“City” or “Airport” or “Lessor”), and Western Enterprises, Inc., with a primary office located at 13513 W. Carrier Road, Carrier, Oklahoma 73727, a corporation organized and existing under the laws of the State of Oklahoma (“Lessee”) on this 26<sup>th</sup> day of April, 2022.

### WITNESSETH:

WHEREAS, The City of Amarillo is the owner and operator of the Rick Husband Amarillo International Airport (“Airport”); and

WHEREAS, Lessee has requested that the City provide an appropriate storage facility for Lessee to store fireworks to be used routinely at the Downtown Amarillo Multi-Purpose Venue and/or other presentations in the region; and

WHEREAS, Airport has a storage facility that will accommodate Lessee’s request; and

WHEREAS, in order to accommodate Lessee’s request, the parties hereby agree to enter into this Agreement.

NOW, THEREFORE, in consideration of the agreements set forth herein and of the mutual covenants herein set forth, the parties agree as follows:

### SECTION 1 PREMISES

Section 1.1 The City does hereby demise and let unto Lessee and Lessee does hereby lease and take from the City the real property described as “Bunker 306” located approximately ½ mile south of Airport Blvd and ½ mile southwest of the Airport’s Runway 31 (“Leased Premises”), together with all rights (including, but not limited to, the rights of ingress and egress), licenses, and privileges needed in connection therewith for storage of “display fireworks” on the Leased Premises. The Leased Premises consists of approximately 2,000 square feet.

Section 1.2 Lessee covenants that it will use its best efforts to prevent the general public (other than employees, customers and visitors of the Lessee and the Lessee’s sub-lessees while conducting business at the Leased Premises) from parking automobiles on the Leased Premises, and in no event shall the Lessee operate a public automobile parking facility and/or charge for automobile parking on the Leased Premises.

Section 1.3 The City provides the Leased Premises in an “as-is” condition and does not guarantee that the Leased Premises meet any or all regulations governing the specific use of the Leased Premises by Lessee. Lessee represents that it has fully inspected the Premises and finds it suitable for Lessee’s needs and purposes. Any modifications required to comply with applicable sections of 27 CFR Part 555, Subpart K, for a Type 4 Magazine shall be the sole responsibility of the Lessee.

Section 1.4 Lessee shall use the Leased Premises solely for the storage of display fireworks in quantities up to and including 5,000 US pounds.

Section 1.5 The City shall provide a written procedure for Lessee to gain access to the Leased Premises 24 hours per day, 365 per year.

## SECTION 2 TERM

Section 2.1 Lessee shall have and hold said Leased Premises for a period of one (1) year commencing at 12:01 a.m. local time on May 1, 2022, and ending on April 30, 2023, at 11:59p.m. local time.

Section 2.2 This Lease shall automatically renew for two (2) separate optional periods of 12 months each, at the same lease rate, upon the mutual agreement of the Airport and Lessee, which agreement shall be confirmed at least 30 days prior to the end of the initial agreement or the end of the first option period. No subsequent renewal or option period is allowed under this Agreement.

Section 2.3 Lessee may terminate this Agreement at any time upon 30 days’ notice to Airport for any reason. Airport may terminate this Agreement at any time in accordance with Section 4 (Rights of Termination) herein.

Section 2.4 At the end of the term of this Agreement, or at any time this Agreement is earlier terminated, the Lessee shall, within fifteen (15) days after the date of termination, to remove itself and all personal possessions, excluding fixtures and other permanent improvements (if any), and vacate the Leased Premises.

### **SECTION 3 RENTALS, FEES, AND CHARGES**

Section 3.1 Lessee shall pay to the City as rentals, fees, and charges for the Leased Premises the following:

a. The Total Monthly Rental Amount shall be \$250.00, due on or before the fifteenth (15<sup>th</sup>) day following the end of each calendar month during which the Lessee stored any materials of any kind on the Premises. Lessee shall make payment to the Airport on a monthly basis, within 10 days following the end of any calendar month during which the Lessee stored any materials of any kind on the Premises.

### **SECTION 4 RIGHTS OF TERMINATION**

Section 4.1 Except as otherwise set forth herein, upon any failure of performance of the terms of this Agreement by Lessee, or in the event of flagrant or repeated violations by Lessee's officers, agents, or employees, of the Airport Rules and Regulations, which Rules and Regulations are incorporated herein by reference, or any other written mandate approved by the City Council of the City of Amarillo, the City may elect to treat such failure or violation as a breach of this Agreement and may cancel and immediately terminate this Agreement by giving written notice to Lessee. The City may also elect, at City's sole discretion, to issue a notice to cure. Upon receipt of such notice, Lessee shall have a period of thirty (30) days thereafter within which to remedy such breach, provided that, in the event the breach cannot be remedied within such period the Lessee must nevertheless, within such period, initiate the remedy and diligently and continuously prosecute its completion. Should Lessee fail to remedy such breach or initiate the remedy within the prescribed thirty (30) days, this Agreement shall be considered terminated immediately and without further notice to Lessee. The City may, at its sole discretion, extend the time for remedy of the breach for such additional time as it deems necessary to correct same. Lessee shall have ten (10) days to remove any property from the premises from any date of termination.

Section 4.2 In addition to the right of the City to terminate the Agreement as forth in 7.1 above, the City shall have the right to terminate this Agreement immediately upon the occurrence of any one or more of the following circumstances, which termination shall be accompanied by written notice to Lessee setting forth the effective date of termination:

a. In the event that there is any default in payment by the Lessee of rentals, fees, and charges due to the City under this Agreement and such default continues for ten (10) days

following written notice by the City to the Lessee of sums due, owing, and unpaid, which payment is not contested by Lessee within ten (10) days following the written notice of default.

b. Upon receipt by City of notice of cancellation of Lessee's insurance, or upon receipt of notice of reduction of Lessee's insurance below the limited required herein, Lessee shall be required to cease all operations immediately, and shall have a period of thirty (30) days within which to replace said insurance or restore it to the required limits; and Lessee's failure to do so within said period shall constitute grounds for termination.

c. Upon receipt of notice of the filing of voluntary petition of bankruptcy by Lessee; adjudication of Lessee as bankrupt; the filing of any involuntary petition of bankruptcy against Lessee and failure of Lessee to have the same dismissed within a reasonable time; appointment of receiver of Lessee's assets; the making of a general assignment for the benefit of creditors; the filing of a petition or answer seeking an arrangement for the reorganization of Lessee under any Federal Reorganization Act, including petitions and answers under the Federal Bankruptcy Act; the occurrence of any act which operates to deprive the Lessee permanently of the rights, powers and privileges necessary for the proper conduct and operation of the privileges granted herein; or, the levy of any attachment or execution which substantially interferes with Lessee's operation under this Agreement and which attachment or execution is not vacated, dismissed, stayed, or set aside within a period of sixty (60) days.

d. Issuance by any Court of competent jurisdiction of any injunction substantially restricting the Lessee's activities and the continuation of the injunction, whether permanent or temporary, for a period of thirty (30) days.

Section 4.3 The City shall have the right to terminate this Agreement as to all or any portion of the Leased Premises needed for approved Airport expansion or development, provided the City gives ninety (90) days advance written notice to Lessee of the need to reclaim all or a portion of the Leased Premises for approved airport expansion. The City shall have no liability for loss of business or incidental costs associated with such termination.

## **SECTION 5 INSURANCE**

Section 5.1 At all times during the term of this Agreement or any agreed upon extended term hereof, Lessee shall maintain in force a policy or policies of insurance issued by a company or companies duly authorized to do business in the State of Texas and with a Best Rating of B+ or



better, covering the Leased Premises and any additional premises necessary or incidental to Lessee's operations with the following coverages:

- a. Commercial General Liability Insurance with a minimum bodily injury and property damages per occurrence limit of \$5,000,000.00 for coverage of bodily injury and property damage; personal and advertising injury; and products/completed operations.
- b. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000.00 for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability coverage with limits consistent with the Texas Workers' Compensation Act and minimum policy limits for Employers Liability of \$1,000,000.00.

These limits may be changed from time to time by the City.

Section 5.2 The City, its council, officers, and employees shall be named as additional insureds for commercial general liability and business automobile liability; certificates evidencing such coverage shall be provided to the City. The workers' compensation and employer's liability must contain a waiver of subrogation in favor of the City. All policies shall be endorsed to provide for notice by the company to the City in writing at least thirty (30) days prior to the amendment, cancellation, or termination of any policy or policies of insurance provided by the Lessee pursuant to the terms of this Agreement.

Section 5.3 The Lessee shall at all times during the term hereof, provide fire and extended coverage insurance for each permanent or temporary building or other facility situated within the Leased Premises, in an amount adequate to provide for the repair or replacement of each structure if damaged or destroyed. Such insurance shall provide coverage at all times in an amount equal to at least ninety percent (90%) of the replacement cost of each building or facility and shall be issued by a company duly authorized to do business in the State of Texas; and such insurance shall name the City as an insured as its interest shall appear.

Section 5.4 The proceeds of such insurance shall be used by the Lessee exclusively for the repair or replacement of each such building or facility damaged or destroyed by fire or other covered peril in the minimum possible time, and the building or facility shall be returned to its pre-damaged condition or so improved or modified as to be equivalent in value to the pre-damaged building or facility, unless otherwise agreed to by the City.

Section 5.5 The Lessee shall be solely responsible for providing and maintaining any insurance required by it covering fire, theft and/or other peril on the contents of buildings and facilities occupied by it within the Leased Premises.

Section 5.6 The City shall, under no circumstance, be liable for any loss of revenue to Lessee due to diminished, impeded, or complete loss of operational capability which is a result of fire, other destruction, or partial destruction, of any building or equipment that is insurable under any policy provided by Lessee or Lessor.

## **SECTION 6 INDEMNITY**

Section 6.1 Lessee shall protect, defend, indemnify and hold harmless the City, its Council, officers and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, interest and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Leased Premises, or out of the acts or omissions of Lessee's officers, agents, employees, subtenants, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death, or damage is caused predominately by the negligence of the agents, servants, or employees of the City. The City shall give to Lessee prompt and timely notice of any such claim or action. The City shall be entitled to choose counsel to represent it, at Lessee's expense, in connection with the matters covered by the provisions of this Section and said provisions shall survive the expiration or early termination of this Agreement.

Section 6.2 It is expressly understood and agreed that Lessee is, and shall be an independent contractor and operator, responsible to all parties for their acts or omissions, for which the City shall in no way be responsible.

Section 6.3 The rights and indemnification under this Agreement are, in addition to all other rights and remedies of the City hereunder and available, at law or in equity. The indemnification provisions herein shall survive the expiration or earlier termination of this Agreement.

## SECTION 7 MAINTENANCE

Section 7.1 Lessee, at its sole cost and expense, shall maintain the Leased and appurtenances thereto at all times in a safe and neat condition, free of unsightly conditions and in good physical repair consistent with good business practice. Lessee shall repair all damage to the Leased Premises caused by its employees, licensees, or visitors or arising out of its operation thereon. Lessee shall have responsibility for removal of snow, ice, and debris from the Leased Premises.

Section 7.2 The City, in its discretion, which shall be reasonably exercised, shall be the judge of the quality of maintenance. Upon written notice by the City to Lessee, Lessee shall be required to perform reasonable maintenance that the City deems necessary. If such maintenance or reasonable steps to undertake such maintenance are not commenced by Lessee within ten (10) days after receipt of such written notice, the City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which, including a 10% administrative charge, shall be borne by Lessee. Payment for such work performed by the City shall be made by Lessee within thirty (30) days after receipt of billing by the City for the same.

## SECTION 8 TAXES AND LICENSES

Section 8.1 Lessee shall pay all license fees, permit fees, and/or any and all taxes necessary or required by law in connection with its occupancy of the Leased Premises or the operation of its business thereon. In the event that by legislative enactment, judicial action, or administrative decision the City or Lessee shall be determined to be liable for any real estate taxes, charges in lieu of taxes, or use charge assessed against the Leased Premises or improvements thereon, or any excise or tax on the activities or operations conducted on the premises, Lessee shall pay the same in the manner provided and shall reimburse the City for any such taxes, charges, or excises that the City may be required to pay.

Section 8.2 Lessee shall have the right, either in its own name or in the name of the City, to contest or litigate, in the appropriate tribunal or tribunals, the validity of such assessment or the amount thereof at the expense of the Lessee. Lessee shall indemnify and hold harmless City against any loss or damage arising from Lessee's contest of said assessment or its failure to pay

the same pending final adjudication of the validity of the assessment and/or the amount thereof by Court or other tribunal of competent jurisdiction.

Section 8.3 As in the above section, the phrase “charge in lieu of taxes” shall not include any charges in lieu of taxes voluntarily assumed by the Lessee or City. Such charges voluntarily assumed shall be the obligation of the Lessee or City, as the case may be, voluntarily assuming obligation for the same.

Section 8.4 For the entire term of this Agreement and any extensions thereof, Lessee shall maintain a valid Federal Explosives License/Permit as issued by the Bureau of Alcohol, Tobacco, Firearms, and Explosives. Lessee shall provide a copy of said current License/Permit to the City.

## **SECTION 9 UTILITIES**

Section 9.1 Lessee shall pay all utility bills and charges (if any) attributed to the Leased Premises during its lease thereof.

## **SECTION 10 LAWS AND REGULATIONS**

Section 10.1 Lessee agrees to observe, obey, and abide by all applicable current and future federal, state, and local applicable laws, ordinances, rules, and regulations including, but not limited to, all applicable Airport and airfield rules and regulations for the common and joint use of the Airport facility and all applicable rules and regulations promulgated by the Federal Aviation Administration, the Transportation Security Administration, or any other governmental agency having jurisdiction over the subject matter.

Section 10.2 Any fines incurred as a result of violations by the Lessee or its employees, or the failure by the Lessee or its employees to fulfill its obligations with respect to airport security measures adopted by the Airport in the form of the Airport Security Program under TSR 1542 (as amended from time to time) and/or any directive from the Federal Aviation Administration, within its assigned area or responsibility, shall be the sole responsibility of the Lessee, once all appeals procedures reasonably agreed to by the parties have been exhausted. In any case where the Lessee desires to have an appeal pursued at the Lessee’s expense, the City agrees to cooperate fully in such appeal, provided the Lessee pays all reasonable expenses of the City related to such appeal.

Section 10.3 Lessee agrees to observe, obey, and abide by all applicable regulations found in 27 CFR Part 555, Subpart K, and any and all regulations governing the storage of display fireworks that pertain to the storage of display fireworks on the Leased Premises. Lessee agrees to transport all display fireworks to/from the Leased Premises in a lawful manner in compliance with all applicable laws and regulations.

#### **SECTION 11 ASSIGNMENT**

Section 11.1 The Lessee shall neither directly nor indirectly give, assign, encumber, transfer, or grant control of this Agreement or any interest herein, or right or privilege granted hereunder, or sublet the whole or any portion of the Leased Premises, or license the use of the same in whole or in part.

#### **SECTION 12 GENERAL COVENANTS AND CONDITIONS**

Section 12.1 The City covenants that it shall continue to operate the Airport as a public facility for the use and benefit of the general public throughout the term of this Agreement, consistent with applicable government regulations and subject only to circumstances that are unknown at the time of execution of this Agreement and beyond the control of the City.

Section 12.2 The laws of the State of Texas shall govern disputes arising out of, or due to the execution of the terms or conditions of this Agreement. The parties each, individually and collectively, submit to the jurisdiction of the state courts of Potter County, Texas, and the federal court of the Northern District of Texas.

Section 12.3 The parties agree that nothing contained in this Agreement shall be construed to grant an exclusive aeronautical right.

Section 12.4 Subject to the provisions of this Agreement, the City reserves the right to further develop or improve the Airport as it sees fit in accordance with the Master Plan for the City of Amarillo Rick Husband Amarillo International Airport, the Minimum Standards, and other standards relating to the use of the Airport regardless of the desires of the Lessee. Lessee shall not interfere with or hinder such development.

Section 12.5 The parties agree that the failure of the City to insist upon a strict enforcement or performance of any term or condition of this Agreement shall not be deemed a

waiver of any right or remedy that the City may have and shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. Each term and provision of this Agreement performable by the Lessee shall be construed to be both a covenant and a condition.

Section 12.6 The parties agree that nothing contained in this Agreement shall be construed to create a relationship of principal and agent, a partnership, a joint venture, or any association between the City and the Lessee other than as described herein.

Section 12.7 In the event of litigation between the Lessee and the City, related to this Agreement or to Lessee's business on the Airport, the party successfully defending or prosecuting any action brought by or against the unsuccessful party shall be entitled to recover from the unsuccessful party court costs, reasonable attorney's fees, and related expenses incurred as a result of that action.

Section 12.8 The Section or paragraph headings of this Agreement are for convenience only, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision hereof.

Section 12.9 Lessee shall, upon payment of the rentals, fees, and charges required hereunder and upon compliance with the terms, covenants, conditions, and obligations on the part of Lessee to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances and facilities as granted herein and by the Airport Rules and Regulations.

Section 12.10 No council member of the City, nor any member, officer, agent, director, or employee of the City or Lessee shall be charged personally or held contractually liable by, or to, the other party under any term or provision of this Agreement, because of any breach thereof, or because of its or their execution or attempted execution hereof.

### **SECTION 13 NOTICES, ENTIRE AGREEMENT**

Section 13.1 Any request, demand, authorization, direction, notice, consent, or waiver provided or permitted to be made upon, given by, or furnished to, the City or Lessee shall be sufficient for every purpose hereunder if in writing and delivered (1) by hand, (2) by courier or express carrier, or (3) mailed by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

For the City:

RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT  
Attention: Director of Aviation  
10801 Airport Blvd  
Amarillo, Texas 79111

For the Lessee:  
Western Enterprises, Inc.  
Attention: James Burnett  
P.O. Box 60  
13513 W. Carrier Road  
Carrier, Oklahoma 73727

The foregoing addresses may be changed by either party giving to the other party the same type of notice described above providing a substitute address.

Section 13.2 This Agreement represents the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement may be amended only by a written amendment, executed by both parties.

#### **SECTION 14 ENVIRONMENTAL MATTERS**

Section 14.1 Lessee covenants that it will not, under any circumstance, release, dispose of, or cause the release or disposal of "Hazardous Materials", as defined in the Rules and Regulations of the Airport as amended or implemented from time to time, either under, on or off the Leased Premises or the Airport property in any manner or fashion, but shall release and/or dispose of such Hazardous Materials only in accordance with Environmental Laws (as defined in the Rules and Regulations) and environmentally accepted practices and disposal procedures; and Lessee shall cause any soil or other portion of the Leased Premises (or if due to the acts or omissions of Lessee, any other portion of the Airport property which Lessee is authorized to use), which has become contaminated by any Hazardous Material, to be decontaminated, detoxified or otherwise cleaned up in accordance with Environmental Laws and environmentally accepted practices and clean-up procedures.

Section 14.2 Upon the expiration or earlier termination of this Agreement, Lessee shall, at its expense, (a) cause all Hazardous Materials previously owned, stored, or used on the Leased Premises to be removed from the Leased Premises and disposed of in accordance with Environmental Laws; (b) unless otherwise agreed to by the City, remove any aboveground or



underground storage tanks or other containers installed and used to store Hazards Materials on the Leased Premises, and repair any damage to the Leased Premises caused by such removal; (c) with respect to any aboveground or underground storage tanks that the City agrees that Lessee may leave on the Leased Premises, have such tanks inspected and certified as being in compliance with Environmental Laws and, in the appropriate circumstance, provide a temporary or permanent Certificate of Closure for such tanks (in the event that a tank is closed only temporarily, all leak-detection systems must remain in place and be fully operational at the time Lessee surrenders the Leased Premises to the City); (d) cause any soil on the Leased Premises or other portion of the Airport property which has become contaminated by any Hazardous Materials stored or used on the Leased Premises to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of Environmental Laws and cognizant governmental authorities; and (e) with respect to each parcel of real property comprising the Leased Premises, surrender possession of the Leased Premises to the City free of contamination attributable to toxic materials or Hazardous Materials generated or used by Lessee or stored or disposed of by any party other than the City in or on the Leased Premises, regardless of the time of deposit of such toxic materials or Hazardous Materials.

Section 14.3 Lessee's indemnification obligations under this Section 14 shall survive the expiration or sooner termination of the term of this Agreement.

## **SECTION 15 FIRE & SECURITY**

Section 15.1 Lessee shall at all times comply with all applicable laws, ordinances, and regulations pertaining to fire prevention and protection, and shall furnish and maintain adequate fire extinguishers in sufficient numbers and in convenient and accessible places upon the Leased Premises, said fire extinguishers to be charged and ready for immediate use as required by said fire regulations and applicable laws and ordinances. Lessee shall abide by all applicable NFPA guidelines related to fire prevention and protection.

Section 15.2 Lessee acknowledges that although the City maintains certain fire-fighting capabilities as required for its operation of the Airport and maintains a police and/or security force for the protection of the public, and providing the security required by the Transportation Security Administration and other governmental agencies, and that while the same may be available for

emergencies of the Lessee from time to time, the City is under no obligation to provide police or fire protection to the Lessee.

#### **SECTION 16 EASEMENTS**

Section 16.1 The Leased Premises are accepted by Lessee subject to any and all existing easements or other encumbrances. The City reserves the right to establish, grant, or utilize easements or rights-of-way over, under, along, and across the Leased Premises for utilities, pipelines, drains, or access as it may deem advisable for the public good; provided, however, that the City agrees to exercise such rights in a manner that will not unreasonably interfere with Lessee's use of the Leased Premises.

#### **SECTION 17 ACCESS BY TITLE AUTHORITY**

Section 17.1 The City shall have the right to enter the Leased Premises during normal business hours on reasonable notice, and at any time in the event of an emergency, to inspect the Leased Premises, and for any lawful purpose, provided that such entry by the City shall not unreasonably interfere with Lessee's conduct of its business.

#### **SECTION 18 HOLDING OVER**

Section 18.1 Should Lessee remain in possession of Leased Premises after the expiration of the term of this Agreement without having executed a new lease, such holding over shall be construed as a tenancy from month to month, subject to all conditions, provisions, and obligations of this Agreement applicable to a month-to-month tenancy, and subject to applicable federal, state, and local laws. Such request for hold over shall be sent by Lessee to City in writing at least 30 days prior to the last day of this Agreement, and shall require approval of City, which approval shall not be unjustly withheld.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized as of the day and year first above written.

ATTEST:

CITY OF AMARILLO

\_\_\_\_\_  
Stephanie Coggins, City Secretary

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

ATTEST:

WESTERN ENTERPRISES, INC.

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Sarah Pecha

**DRAFT**

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

## **Agenda Caption**

CONSIDER APPROVAL – PROPOSED TRANSACTION AND CHANGE OF CONTROL IN THE FIXED BASE OPERATOR LEASE AND OPERATING AGREEMENT BETWEEN CITY OF AMARILLO AND TRUMAN ARNOLD COMPANIES, DBA TAC AIR

Approval of corporate acquisition and change of control lessor consent document regarding the Fixed Base Operator Lease and Operating Agreement, dated July 1, 2018, between the City of Amarillo/Rick Husband Amarillo International Airport and Truman Arnold Companies (TAC Air). The document provides consent to the acquisition of TAC Air by Signature Flight Support LLC, as required by the lease.

## **Agenda Item Summary**

Request the City Council approve the document providing consent to the corporate acquisition of TAC Air by Signature Flight Support LLC.

## **Requested Action**

Please approve the consent document.

## **Funding Summary**

N/A

## **Community Engagement Summary**

N/A

## **Staff Recommendation**

Airport staff recommends the City Council approved the consent document. Airport staff believes this acquisition to be to the benefit of the City of Amarillo and airport customers.

**TRUMAN ARNOLD COMPANIES**

100 Crescent Court  
Suite 1600  
Dallas, Texas 75201

April 7, 2022

Via: FedEx Overnight Delivery

Rick Husband Amarillo International Airport  
Attention: Director of Aviation  
10801 Airport Blvd.  
Amarillo, Texas 79111

Re: Proposed Acquisition of TAC Air

Ladies and gentleman:

Reference is made to that certain Fixed Base Operator Lease and Operating Agreement, dated July 1, 2018 (as amended, supplemented or modified from time to time in accordance with its terms, the "**Lease Agreement**"), by and between the City of Amarillo ("**you**"), and Truman Arnold Companies, d/b/a TAC Air, a Texas corporation ("**we**" or the "**Company**"). Capitalized terms used but not defined herein have the respective meanings assigned to them in the applicable Lease Agreement.

We are writing to inform you that the Company and its equity holders have entered into a Stock Purchase Agreement with Signature Flight Support LLC, a Delaware limited liability company ("**Purchaser**"), pursuant to which TAC Air will be acquired by Purchaser through the acquisition of the Company's equity (the "**Proposed Transaction**"). As contemplated, the Proposed Transaction will result in a change of control of the Company (the "**Change of Control**").

Pursuant to Section 21 of the Lease Agreement, the Company is hereby notifying you of the Proposed Transaction and the Change of Control and requests your acknowledgment of, and written consent to, the Proposed Transaction and the Change of Control.

By signing below, you (i) acknowledge receipt of notice of the Proposed Transaction and the Change of Control and irrevocably and unconditionally consent in writing to the Proposed Transaction and the Change of Control for all purposes under the Lease Agreement, (ii) acknowledge and agree that the Lease Agreement is currently in full force and effect and will remain in full force and effect following the Proposed Transaction and the Change of Control and that the consummation of the Proposed Transaction and the Change of Control will have no effect on the mutual rights or obligations of the parties under the Lease Agreement, and (iii) acknowledge that the Company and Purchaser will be relying on this letter in connection with the consummation of the Proposed Transaction and the Change of Control. We emphasize that the Proposed Transaction and the Change of Control shall in no way modify the terms of the Lease Agreement, and that the Company acknowledges its continuing obligations when and as required by the Lease Agreement following the consummation of the Proposed Transaction.

If for any reason the Proposed Transaction and the Change of Control are not completed, this letter and your consent will be deemed to have no effect. This letter may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

We respectfully ask that you sign this letter and return it via email to Joseph Gibney, Chief Operating Officer of the Company, at [JGibney@tacair.com](mailto:JGibney@tacair.com) on or before April 29, 2022.

If you have any questions, please do not hesitate to contact me. We thank you in advance for your prompt attention to this matter and look forward to continuing our relationship.

*[signature page follows]*

DRAFT

Sincerely,



Greg Arnold, Chairman and CEO  
Truman Arnold Companies

**ACKNOWLEDGED AND AGREED:**

THE CITY OF AMARILLO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_, 2022

DRAFT

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Non-Consent Agenda Item – Public Hearing
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<b>Department</b>	Planning and Development Services Brady Kendrick – Planner II
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## Agenda Caption

### PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7975

Public hearing and first reading to consider an Ordinance annexing into the City of Amarillo, Potter and Randall County, Texas, on petition of property owner, territory generally described as a 77.29 acre tract of land being all of West Plains High School Unit No. 1, a suburban subdivision to the City of Amarillo, and unplatted land, all in Section 73, Block 9, B.S.&F. Survey, Randall County, Texas.

VICINITY: Helium Rd. and Arden Rd.

APPLICANT/S: Canyon Independent School District and Helium Hope Development LLC

## Agenda Item Summary

This Public Hearing is to consider annexing approximately 77.29 acres of land into the City Limits. This is a landowner-initiated annexation request that includes the West Plains High School site and vacant land east of the school site.

On April 15, 2022, as required by State Law, notice of this Public Meeting was published in the newspaper, posted on the City's website, and public and/or private entities were notified.

This event, in the annexation process, is where Council considers to annex the above-mentioned property or not as well as provide an opportunity for all interested parties to be heard.

It should be noted that although State Law allows a City to adopt the ordinance at the conclusion of the Public Hearing/1<sup>st</sup> Reading, the Annexation Ordinance will not be effective until the 2<sup>nd</sup> Reading due to the City Charter requiring all ordinances have two readings before Council. The 2<sup>nd</sup> Reading of the Annexation Ordinance is scheduled to occur on May 10, 2022 and should it be approved at the 2<sup>nd</sup> Reading, the Agreed Service Plan becomes binding.

Annexation is one of the primary means by which a City grows and also allows a municipality to provide services to developing areas and exercise regulatory authority (enacting land use control) necessary to protect public health and safety and ensure orderly development occurs at the fringes of a City.

Annexation also ensures future land uses that benefit from access to City facilities and services share in the tax burden associated with constructing and maintain said facilities and services. Attached is a map of the proposed annexation area and the executed service plan.

## Requested Action/Recommendation

Notices were sent as required by State Law and no comments have been received as of this writing.



**ORDINANCE NO. 7975**

**AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER AND RANDALL COUNTY, TEXAS, ON PETITION OF PROPERTY OWNERS, TERRITORY GENERALLY DESCRIBED AS A 77.29 ACRE TRACT OF LAND LOCATED IN SECTION 73, BLOCK 9, B.S.&F. SURVEY, RANDALL COUNTY, TEXAS; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and

**WHEREAS**, the City of Amarillo's policy is not to pursue involuntary annexations; and

**WHEREAS**, an offer of a development agreement has been made and rejected; and

**WHEREAS**, the owners of the property, described in Exhibit A (hereinafter the "Area"), have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and

**WHEREAS**, an Agreed Service Plan has been prepared and executed that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and made a part hereof for all purposes; and the City of Amarillo is able to provide such services by any of the methods by which the City extends the services to any other area of the City; and

**WHEREAS**, the notice, publication, time periods and other procedural requirements of Texas Local Government Code, Chapter 43, Subchapter C-3, have been complied with, including with respect to this annexation that a public hearing has been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard, on **April 26, 2022**; and

**WHEREAS**, the hereinafter described properties and territory lies within the extraterritorial jurisdiction of the City of Amarillo.

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

**SECTION 1. Findings of Fact.** All of the above premises are hereby found to be true and correct and are incorporated into the body of this Ordinance as if fully set forth.

**SECTION 2. Annexation.** The Area, described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, said Area shall hereafter be included within the

corporate limits of the City of Amarillo, and the present boundary lines of said City are hereby altered, extended and amended so as to include said Area within the corporate limits.

**SECTION 3. Amendment of Boundaries and Official Map.** The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

**SECTION 4. Agreed Service Plan.** The service plan, attached hereto as Exhibit B, is hereby approved and is incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density, and topography.

**SECTION 5. Pro Rata Share of Taxes.** The annexed Area, being a part of the City of Amarillo for all purposes, the property situated herein shall bear its pro rata part of taxes levied by the City of Amarillo.

**SECTION 6. Rights, Privileges and Duties of Inhabitants.** The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions, and other regulations of the City of Amarillo.

**SECTION 7. Filing of Ordinance.** The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Randall County, Texas, the County Tax Assessor of Randall County, Texas, the Potter-Randall Appraisal District, the Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

**SECTION 8. Severability.** If any part, provision, section, subsection, sentence, clause or phrase of this Ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this Ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby. The City Council's intent in adopting this Ordinance is that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**SECTION 9. Open Meeting Act Compliance.** The City Council for the City of Amarillo hereby finds and declares that the meetings at which this Ordinance was introduced and finally passed were open to the public as required by law, and public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 10. Effective Date.** This Ordinance will become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 26th day of April 2022; and PASSED on Second and Final Reading on this the 10th day of May 2022.

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Ginger Nelson, Mayor

ATTEST:

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Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

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Bryan McWilliams, City Attorney

### Exhibit A

FIELD NOTES for a 77.29 acre tract of land, being all of West Plains High School Unit No. 1, a suburban subdivision to the City of Amarillo, and unplatted land, all out of Section 73, Block 9, B. S. & F. Survey, Randall County, Texas, and more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the southeast corner of said Section 73 for the southeast corner of this tract.

THENCE N. 89° 25' 49" W. a distance of 2236.71 feet to a 1/2" iron rod set with a yellow cap which bears S. 89° 25' 49" E. a distance of 3174.84 feet from a 1/2" iron rod found at the southwest corner of said Section 73 for the southwest corner of this tract.

THENCE N. 00° 17' 30" E. a distance of 1681.71 feet to a 1/2" iron rod set with a yellow cap for the northwest corner of this tract.

THENCE S. 89° 44' 33" E. a distance of 909.34 feet to a 1/2" iron rod set with a yellow cap at the beginning of a curve to the right for a corner of this tract.

THENCE in a southeasterly direction along said curve with a radius equal to 560.00 feet, a long chord bearing of S. 71° 49' 35" E. and a long chord distance of 344.54 feet, a curve length of 350.22 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE S. 53° 54' 38" E. a distance of 536.81 feet to a 1/2" iron rod found with a yellow cap at the beginning of a curve to the left for a corner of this tract.

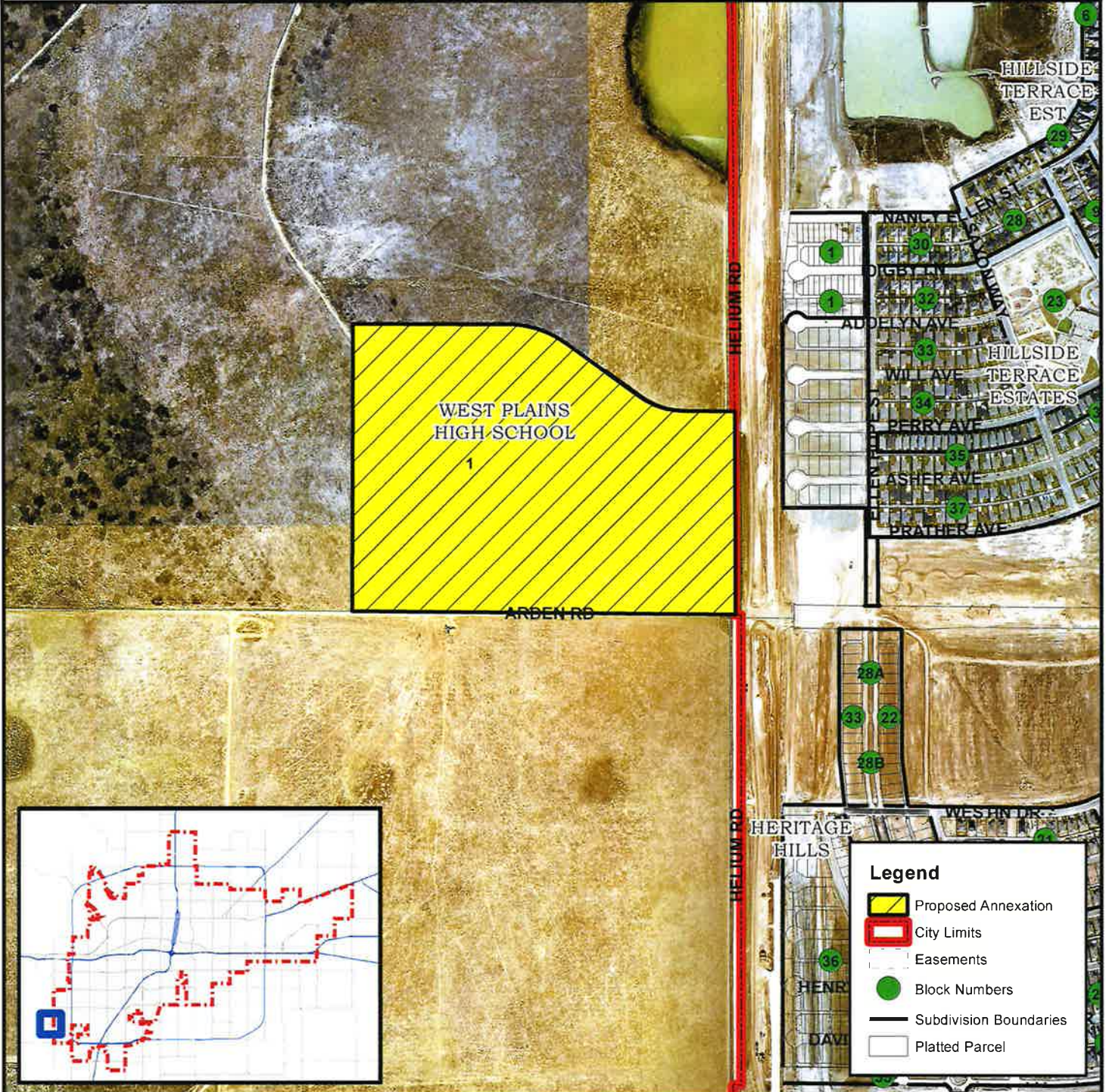
THENCE continuing in a southeasterly direction along said curve with a radius equal to 440.00 feet, a long chord bearing of S. 71° 49' 35" E. and a long chord distance of 270.71 feet, a curve length of 275.17 feet to a 1/2" iron rod found with a yellow cap on said curve for a corner of this tract.

THENCE S. 89° 42' 36" E., at a distance of 258.28 feet pass a 1/2" iron rod found with a yellow cap on the west right-of-way line of Helium Road, a total distance of 297.20 feet to the east section line of said Section 73 for the northeast corner of this tract.

THENCE S. 00° 09' 08" E., along said east section line, a distance of 1190.24 feet to the place of BEGINNING and containing 77.29 acres (3,366,760 square feet) of land.



# PROPOSED ANNEXATION OF 77.29 ACRES



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 800 feet  
 Date: 4/14/2022  
 Case No: A-19-03



A-19-03 Annexation of 77.29 acres of land, being all of West Plains High School Unit No. 1, a suburban subdivision to the City of Amarillo and unplatted land, all in Section 73, Block 9, B.S.&F. Survey, Randall County, Texas.

VICINITY: Helium Rd. and Arden Rd.

APPLICANT/S: Canyon Independent School District and Helium Hope Development LLC

AP: G-16

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.

**The City of Amarillo  
Agreed Service Plan  
West Plains High  
School Annexation  
and adjacent  
unplatted land.**

**AREA TO BE ANNEXED: 77.29 Acres**

**Property Description: See Attached**

**Introduction:**

**This Agreed Service plan has been prepared in accordance with V.T.C.A. Local Government Code Section 43.0672, as indicated by the signatures below, is agreed to by the annexation petitioners. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Amarillo at the following levels and in accordance with the following schedule:**

**FIRE**

*Existing Services:* None

*Services to be Provided:* Fire suppression, prevention, and first response Emergency Medical Services (EMS) will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at 9000 SW 34th Ave. Fire prevention and fire inspection activities will be provided by the Fire Marshal's office as needed.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

**POLICE**

*Existing Services:* None

*Services to be Provided:* Upon annexation, the City of Amarillo Police Department will extend routine patrols and response to calls for service to the area. Police Department activities to serve the area upon annexation can be afforded to the annexed area within current budget appropriation.

Upon the opening of the West Plains High School, one police officer and vehicle will be provided for the site through a MOU with Canyon Independent School District.

As the City experience growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of the additional officers and patrol units.

**BUILDING SAFETY**

*Existing Services:* The Department of Building Safety has provided plan review and inspection services as development warranted per the executed Interlocal Agreement between the City of Amarillo and Canyon Independent School District. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.



*Services to be Provided:* Upon annexation, the Department of Building Safety will provide plan review and inspection services as development warrants for the areas to be annexed adjacent to the Canyon Independent School District site as well as the Canyon Independent School District site to be annexed as needed. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Amarillo.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

#### **PLANNING AND ZONING**

*Existing Services:* The West Plains High School site was regulated under the requirements of the City of Amarillo's Subdivision and Site Plan Ordinance per the executed Interlocal Agreement between the City of Amarillo and Canyon Independent School District.

*Services to be Provided:* The Planning and Zoning Department's responsibility for regulating future land use, through the administration of the City of Amarillo's Zoning Ordinance, will extend to the area outside of the West Plains High School site within the area to be annexed on the effective date of the annexation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

#### **PARKS & RECREATION**

*Existing Services:* None

*Services to be Provided:* There are no public parks or recreational facilities being proposed within the annexed area. As such, no services will be provided from the Parks and Recreation Department.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

#### **LIBRARY**

*Existing Services:* None

*Services to be Provided:* Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. Department activities can be afforded to the annexed area within current budget appropriation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

## **ENV. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE**

*Existing Services: None*

*Services to be Provided:* The Amarillo Area Public Health District will continue to provide all programs currently offered to the District (Sanitary nuisances, OSSF, Food Hygiene, Rec. Water, Group Care). The department will implement the control of vectors (mosquito control) upon annexation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

## **ANIMAL MANAGEMENT AND WELFARE SERVICES**

*Existing Services: None*

*Services to be Provided:* Animal Management and Welfare services will be provided to the area upon annexation.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

## **PUBLIC RIGHT-OF-WAY**

*Existing Services: None*

*Services to be Provided:* Streets and alleys are to be provided by the developers at their own expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance to any current and future street and alley facilities within the area to be annexed will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

## **STORM WATER MANAGEMENT**

*Existing Services: None*

*Services to be Provided:* Storm water drainage has been and will be provided by the developer at their own expense. Storm water drainage facilities that are to be designated as public facilities will be jointly inspected by the Capital Projects and Public Works Department at time of completion. Construction of all public storm water drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the public drainage facilities upon approval.

The developer has been and will be responsible for the acquisition of any offsite easements required to serve the development at the time of development.

The developer has been and will be responsible for any offsite playa excavation necessary to provide drainage to the development.



As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

### **STREET LIGHTING**

*Existing Services:* None

*Services to be Provided:* Street lighting has been and will be provided by the developer. The City of Amarillo Transportation Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards.

Department activities can be afforded to the annexed area within current budget appropriation.

Maintenance of the above street lighting will be the responsibility of the City once installed and accepted according to City Standards.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

### **TRAFFIC ENGINEERING**

*Existing Services:* None

*Services to be Provided:* A traffic impact analysis (TIA) will be required to help determine level of service required for development within the proposed annexation. The TIA will be completed by the City after annexation and will be used to help determine proportionality in regards to financial obligation for construction of arterials and related infrastructure such as traffic signals and signage.

After annexation, the City of Amarillo Transportation Department will provide additional traffic control devices deemed necessary by that Department.

Traffic signing will be placed as development occurs and at appropriate locations. Signing will include Stops, Yields, Do Not Enter, 1-Way, and Speed Limit as required.

Future traffic patterns could warrant traffic signal installation. The City will work in conjunction with other relevant entities to ensure that signalization warrants are met at that time.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

### **WATER SERVICE**

*Existing Services:* Water service is currently being provided to the Canyon Independent School District site with a 20-inch and 12-inch water main per the executed Interlocal Agreement between the City of Amarillo Canyon Independent School District. The unplatted tract of land along Loop 335 does not have City water service but is considered served by the same 20-inch and 12-inch water main and can utilize such main upon annexation for service.

*Services to be Provided:* As development occurs, the Developer/s are responsible for the construction of additional water mains, if needed, within the area to be annexed. Maintenance of any public water mains will be provided by the City upon acceptance and completion of the required warranty period.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

### **SANITARY SEWER SERVICE**

*Existing Services:* Sanitary sewer service is currently being provided to the Canyon Independent School District site with an eight-inch sanitary sewer main per the executed Interlocal Agreement between the City of Amarillo and Canyon Independent School District. The unplatted tract of land along Loop 335 does not have City sewer service but is considered served by the same eight-inch sewer main and can utilize such main upon annexation for service.

*Services to be Provided:* As development occurs, the Developer/s are responsible for the construction of additional sanitary sewer mains, if needed, within the area to be annexed. Maintenance of any public sanitary sewer mains will be provided by the City upon acceptance and completion of the required warranty period.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

### **SOLID WASTE SERVICES**

*Existing Services:* None

*Services to be Provided:* With the area to be annexed being proposed to develop with non-residential development, the Solid Waste Department will provide service if requested by the developer/s.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

### **TRANSIT**

*Existing Services:* None

*Services to be Provided:* There are no plans for fixed route service within the area proposed for annexation.

### **AMARILLO AREA OFFICE OF EMERGENCY MANAGEMENT**


*Existing Services:* The area proposed for annexation already has outdoor warning siren system coverage from an existing outdoor warning siren installed at the southeast corner of the property.

As the City experiences growth, additional resources may need to be addressed in order to maintain levels of services.

The City will be responsible for the cost of additional resources if needed.

**MISCELLANEOUS**


All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.

  
\_\_\_\_\_  
Darryl Flusche, Superintendent  
Canyon Independent School District

Date: March 11, 2022

  
\_\_\_\_\_  
W.A. Attebury, Manager  
Helium Hope Development, LLC

Date: 3/21/2022

  
\_\_\_\_\_  
Jared Miller, City Manager  
City of Amarillo, Texas

Date: 4/12/2022

# Amarillo City Council Agenda Transmittal Memo



**B**

<b>Meeting Date</b>	April 26, 2022	<b>Council Priority</b>	Non-Consent Agenda Item – Public Hearing
<b>Department</b>	Planning and Development Services Brady Kendrick – Planner II		

**Agenda Caption**

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7976

Public hearing and first reading to consider an ordinance rezoning a 1.40 acre tract of unplatted land, in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).  
VICINITY: McKenna Sq. and East Village Sq.  
APPLICANT/S: Mike Ross for Domain at Town Square LTD

**Agenda Item Summary**

**Adjacent land use and zoning**

Adjacent zoning consists of Agricultural District to the north, east, and west and Planned Development District 373D to the south.

Adjacent land uses consist of undeveloped land in all directions.

**Proposal**

The applicant is requesting a change in zoning in order to develop the tract with a dental and orthodontics clinic.

**Analysis**

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

The applicant’s tract is located within the Suburban Residential Future Land Use category. This category calls for detached residential dwellings with greater separation between homes and a more suburban nature being the predominant development type.

While the applicant’s request would not conform with this category, the Planning and Zoning Commission does note that market conditions have resulted in a development pattern that departs from the Future Land Use Category recommended development type. This is illustrated by the Town Square mixed use/non-residential development adjacent (west and south) to the applicant’s site. Considering this, the Planning and Zoning Commission is of the opinion that the applicant’s request for retail zoning and subsequent non-residential development is an appropriate departure from the recommended development type.



(Suburban Residential Category = yellow, Applicant's tract = red box)

Regarding the Neighborhood Unit Concept of Development (NUC), this concept calls for more intensive uses such as commercial, 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 applicant's request would not conform with the Neighborhood Unit Concept of Development as the request for General Retail at this location would be interior to the Section and away from the section line intersection of Hillside Road and Soncy Road where such is typically found.

That said, the majority of land along the commercial thoroughfare of Soncy has developed with non-residential land uses and as a result, many of the sections along this corridor have not developed in accordance with the NUC as non-residential zoning or development has occurred along Soncy, including the section of land that the applicant's tract is located within.

Considering this and the fact that Town Square development west and south of the applicant's site, allows for similar uses allowed in General Retail zoning, a departure from the NUC in this area would not be out of character with the surrounding area in the Planning Commission's opinion.



With the considerations mentioned previously, the Planning and Zoning Commission believes that the request if approved would not result in any detrimental impacts to the surrounding area and would represent a logical continuation of zoning and development patterns in the area.

**Requested Action/Recommendation**

Notices were sent to all property owners within 200 feet as required by State Law. As of this writing, the Planning Department has not received any comments regarding the request.

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

**ORDINANCE NO. 7976**

**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 MCKENNA SQUARE AND EAST VILLAGE SQUARE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

Rezoning of a 1.40 acre tract of unplatted land, in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).and being further described below:

A 1.40 acre tract of land out of Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, being a portion of that certain 5.20 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2017005902 of the Official Public Records of Randall County, Texas, said 1.40 acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (FURMAN) found as called for the Northeast corner of Lot 18F, Block 2, Town Square Unit No. 8, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2020021696 of the Official Public Records of Randall County, Texas, same being the Southeast corner of this tract of land;

THENCE S. 89° 50' 32" W., at 209.50 feet pass a mag nail found for the Northwest corner of Lot 18A, Block 2, said Town Square Unit No. 8, same being the Northeast corner of Lot 9, Block 2, Town Square Unit No. 5, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2016005028 of the Official Public Records of Randall County, Texas, continuing for a total of 246.70 feet to a mag nail set in asphalt for the Southwest corner of this tract of land;

THENCE N. 00° 09' 28" W. 246.70 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northwest corner of this tract of land;

THENCE N. 89° 50' 32" E. 246.70 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the East line of said 5.20+/- acre tract of land for the Northeast corner of this tract of land, from whence a 1/2 inch iron rod with cap (FURMAN) found as called for the Northeast corner of said 5.20+/- acre tract bears N. 00° 09' 28" W. 165.43 feet;

THENCE S. 00° 09' 28" E. (Base line) 246.70 feet to the PLACE OF BEGINNING and containing 1.40 acres of land, more or less.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 26th day of April 2022 and PASSED on Second and Final Reading on this the 10th day of May 2022.

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Ginger Nelson, Mayor

ATTEST:

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Stephanie Coggins  
City Secretary

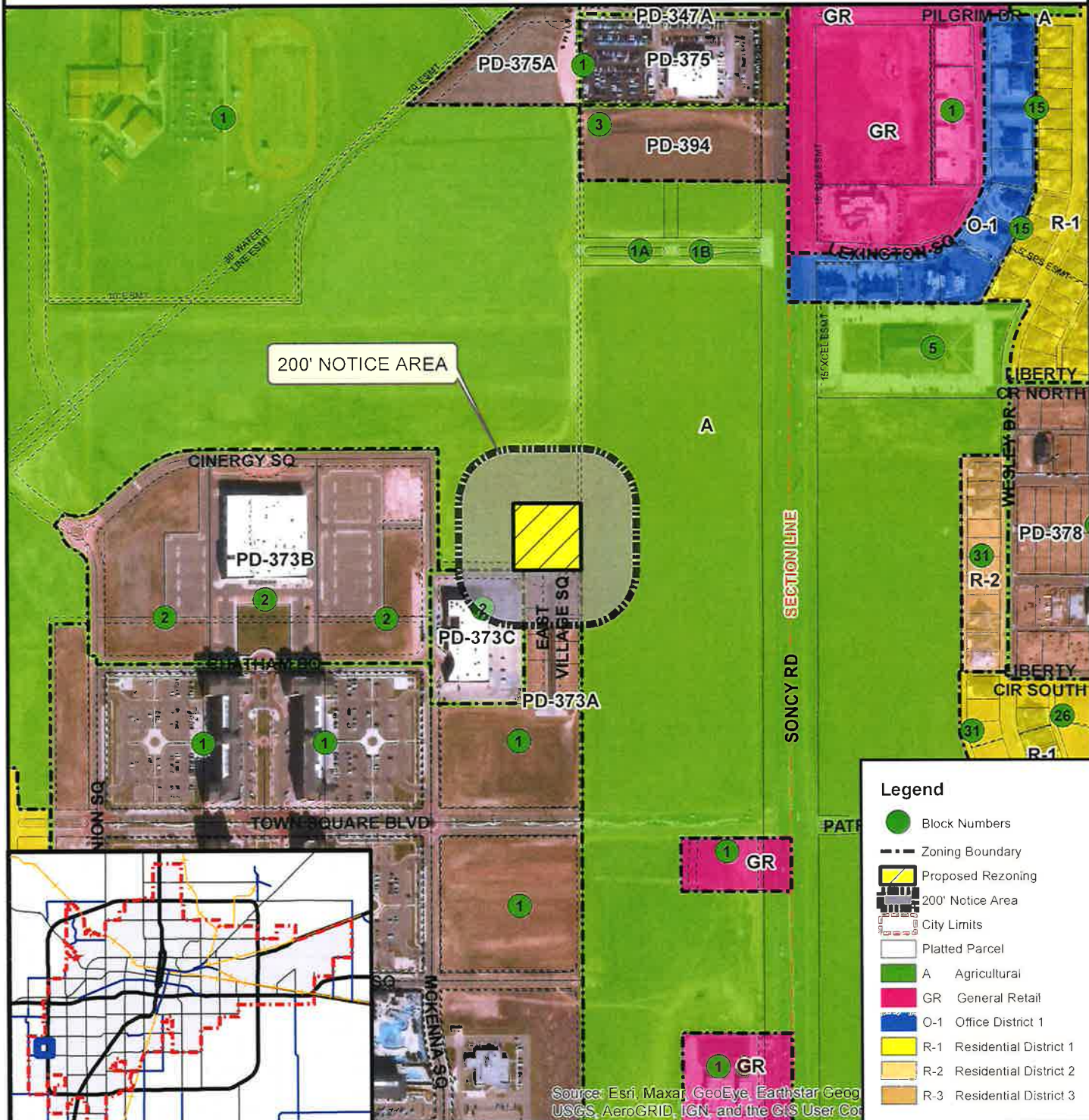
APPROVED AS TO FORM:

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Bryan McWilliams,  
City Attorney



# REZONING FROM A TO GR



**Legend**

- Block Numbers
- - - Zoning Boundary
- Proposed Rezoning
- 200' Notice Area
- City Limits
- Platted Parcel
- A Agricultural
- GR General Retail
- O-1 Office District 1
- R-1 Residential District 1
- R-2 Residential District 2
- R-3 Residential District 3



Source: Esri, Maxar, GeoEye, Earthstar Geog, USGS, AeroGRID, IGN, and the GIS User Co

## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 500 feet  
 Date: 3/22/2022  
 Case No: Z-22-10



Z-22-10 Rezoning of a 1.40 acre tract of unplatted land, in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).

VICINITY: McKenna Sq. and East Village Sq.  
 APPLICANT/S: Mike Ross for Domain at Town Square LTD

AP: H-15

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.