

# CANCELLED DUE TO INCLEMENT WEATHER

## AGENDA

**FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON JANUARY 24, 2023, 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:** Bob Schroeder, Hillside Christian Church

**ANNOUNCEMENT:** 2022 Vital Statistics 5 Star Award

### **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 Airport Hotel Study;
- C. Discuss Convention Visitors Bureau and Route 66 Centennial Celebration;
- D. Discuss Texas Municipal Retirement System Cost-of-Living Adjustments;
- E. Quarterly Budget Update;
- F. Quarterly Sales Tax Update;
- G. Updates from Councilmembers serving on outside boards and commissions
  - i. Animal and Management Welfare Advisory Board
  - ii. Parks Advisory Board; and
- H. Request future agenda items and reports from City Manager.

### **2. CONSENT ITEMS:**

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

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

#### **A. CONSIDER APPROVAL – MINUTES:**

(Contact: Stephanie Coggins, City Secretary)

This item considers approval of the City Council minutes for the regular meeting held on January 10, 2022.

#### **B. CONSIDERATION OF ORDINANCE NO. 8038:**

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning a 5.35-acre tract of unplatted land to change from Agricultural District to Moderate Density District and a 3.35-acre tract of unplatted land to change from Agricultural District to General Retail District, all in Section 183, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways. (VICINITY: Georgia St. and S.W. 58th Ave.; APPLICANT/S: Che Shadle for Llano Construction Company LLC).

- C. **CONSIDER ACCEPTANCE – HANSENS GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grantor: Texas Department of State Health Services  
Grant Amount: \$7,708.00

This item considers acceptance of an award from the Texas Department of State Health Services from April 1, 2022 thru August 31, 2023 to continue funding to prevent and control the transmission of Hansen's Disease.

- D. **CONSIDER ACCEPTANCE – HEALTHY TEXAS MOTHERS AND BABIES GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grantor: Texas Department of State Health Services  
Grant Amount: \$85,000.00

This item considers acceptance of an award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2024 to continue funding to support activities under the Health Texas Mothers and Babies Grant.

- E. **CONSIDERATION ACCEPTANCE – PUBLIC UTILITY EASEMENT DEDICATION:**  
(Contact: Brady Kendrick, Planner II)

This item considers the acceptance of the dedication of a 0.20-acre tract of unplatted land for a Public Utility Easement (P.U.E.), in Section 39, Block 9, B.S.&F. Survey, Randall County, Texas (VICINITY: Soncy Rd. and Hillside Rd.; GRANTOR/APPLICANT: FLP Rawland, LLC.)

- F. **CONSIDERATION ACCEPTANCE – PUBLIC UTILITY EASEMENT DEDICATION:**  
(Contact: Brady Kendrick, Planner II)

This item considers acceptance of the dedication of a 2,715 square foot tract of unplatted land for a Public Utility Easement (P.U.E.), in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas (VICINITY: Arden Rd. and Helium Rd.; GRANTOR/APPLICANT: P Dub Land Holdings, LTD)

- G. **CONSIDER APPROVAL – INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF AMARILLO, TEXAS AND THE CITY OF TACOMA, WASHINGTON:**  
(Contact: Trae Kepley, Purchasing Director)

This item considers approval of an Interlocal Agreement between the City of Amarillo, Texas and the City of Tacoma, Washington that will allow the City of Tacoma to purchase from vendors that have been awarded Contracts by the City of Amarillo.

- H. **CONSIDER AWARD – INDEPENDENT CONTRACTOR AGREEMENT:**  
(Contact: Matthew Poston, Director of Finance)  
Award to: Valerie Kuhnert – Not to exceed \$65,000

This item considers awarding an independent contractor agreement with Valerie Kuhnert for services with respect to providing consultation and technical assistance to the Finance and Accounting Departments.

**I. CONSIDER AWARD – COLONIES PUBLIC IMPROVEMENT DISTRICT MANAGEMENT CONTRACT:**

(Contact: Justin Oppel, Development Customer Service Coordinator)

Award to: FIMC Realty, Inc. – Not to exceed \$104,218.92 (\$34,739.64 annually)

This item considers the award of a three-year contract for the management of the Colonies Public Improvement District (PID). The contract will designate FIMC Realty, Inc as the agent to perform the administrative responsibilities related to maintenance and operations activities associated with the Colonies PID improvements. This item will be fully funded by annual assessments collected from Colonies PID property owners.

**J. CONSIDER AWARD – COLONIES PUBLIC IMPROVEMENT DISTRICT LANDSCAPE MAINTENANCE CONTRACT:**

(Contact: Justin Oppel, Development Customer Service Coordinator)

Award to: Green Plains Design – Not to exceed \$585,906.60 (\$195,302.20 annually)

This item is to consider the award of the Colonies Public Improvement District (PID) landscape maintenance contract for the maintenance of improvements within the Colonies PID, including park areas, entryway features, irrigation, trees and specialty lighting. The contract is for an initial period of three years, with two one-year options to renew. This item will be fully funded by annual assessments collected from Colonies PID property owners.

**K. CONSIDER AWARD – RENTAL CAR CONCESSION CONTRACTS:**

(Contact: Michael Conner, Director of Aviation)

Award to:

AVIS Budget Rental Car - \$360,685.00 (first-year guarantee)

EAN Holdings (as Alamo National) - \$217,265.00 (first-year guarantee)

EAN Holdings (as Enterprise) - \$217,165.00 (first-year guarantee)

This item includes the award of three rental car concession contracts at the Rick Husband Amarillo International Airport for the provision of rental cars to customers at the Airport (on a concession/fee basis) and for the associated terminal and parking space rentals. Each contract has a five-year term beginning on February 1, 2023, with one 5-year optional extension.

**L. CONSIDER APPROVAL – CHANGE ORDER NO. 1 FOR RIVER ROAD WATER RECLAMATION FACILITY DIGESTER MIXING SYSTEM, RIVER ROAD WATER RECLAMATION FACILITY SECONDARY BOILER, AND HOLLYWOOD ROAD WATER RECLAMATION FACILITY DIGESTER MIXING IMPROVEMENTS:**

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

Award to: Garney Companies, Inc.

Original Contract	\$16,312,000.00
Current Change Order #1	\$ 519,810.00
Revised Contract	\$16,831,810.00

This item considers Change Order No. 1 to a construction contract to add the dewatering of the portion of Primary Digester No. 1 at Hollywood Road Water Reclamation Facility; provide a replacement breaker in the Blower Building Motor Control Center (MCC) at Hollywood Road Water Reclamation Facility; revise the scope of work at River Road Water Reclamation Facility to reuse an existing MCC and install buckets in lieu of providing a new MCC; and increase the contract time due to the additional scope of work.

**M. CONSIDER AWARD – IT SECURITY SUBSCRIPTION AND MAINTENANCE SERVICES:**

(Contact: Missy Tucker, Information Technology Director)

Award to: Dell Technologies - \$71,733.49

This item considers the award of a contract for the purchase of maintenance and support for IT security subscriptions and maintenance services. This is renewal of a recurring annual agreement to receive support and upgrade entitlements for licenses already owned and operated by the City.

**N. CONSIDER AWARD – ANNUAL FERTILIZER SUPPLY CONTRACT:**

(Contact: Michael Kashuba, Parks and Recreation Director)

Award to: Line(s) Item – 3,6,7,9 - SKRT.INC DBA Pro Chem	\$145,310.13
Line(s) Item – 2,4,5,8 - Harrell's LLC	\$ 25,627.60
Line(s) Item – 1 - Justin Seed	\$ 45,733.00
Total Award	\$216,670.73

This item considers approval of an annual contract to purchase of various fertilizers that are used throughout the year at Ross Rogers and Comanche Trail Golf Complexes and by the Park Maintenance Division.

**O. CONSIDER AWARD – ANNUAL PRINTING SERVICES CONTRACT:**

(Contact: Trae Kepley, Purchasing Agent)

Award to: Zip Print – Not to exceed \$100,000.00

This award is to approve an one-year contract, with four one-year options to renew, for Printing Services to be utilized by various City departments.

**P. CONSIDERATION OF RESOLUTION 01-24-23-1:**

(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution approving funding for the fiscal year 2022/2023 operating budget for Transformation Park. Transformation Park is a non-profit entity that will operate a City facility to provide day and night services to the homeless in the community.

**Q. CONSIDER SALE – CITY PROPERTY LOCATED AT 512 S. JACKSON STREET:**

(Contact: Andrew Freeman, Assistant City Manager)

Buyer: David Elizalde - \$26,500.00 minus closing costs

This item considers authorizing the City Manager to execute a contract and other necessary documents for the sale of city land located at 512 S. Jackson Street.

**3. NON-CONSENT ITEMS:**

**A. CONSIDERATION OF RESOLUTION NO. 01-24-23-2:**

(Contact: Emily Koller, Assistant Director of Planning)

This item considers a resolution recognizing the Barrio Neighborhood Planning Committee, or BNPC, as the recognized Neighborhood Association for the Barrio Neighborhood.

**B. CONSIDER AWARD – CONTRACT FOR PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF PAYMENTUS SOLUTION AND UTILITY BILLING CUSTOMER INFORMATION SYSTEM SELECTION:**

(Contact: Matthew Poston, Director of Finance)

Award to: BerryDunn – Not to exceed \$469,438.00

This item considers the award of a contract to BerryDunn, in an amount not to exceed \$469,438.00 over the term of the project, for full project management services for the implementation of the new online customer-facing payment portal, Paymentus, and for assistance in evaluation and system selection for a new utility billing software system.

**C. CONSIDER APPROVAL – LEASE OF RICK KLEIN BASEBALL COMPLEX AND THE SOUTHWEST SOFTBALL COMPLEX IN JOHN STIFF MEMORIAL PARK:**

(Contact: Michael Kashuba, Parks and Recreation Director)

This item considers approval of a lease agreement between the City of Amarillo and Texas Panhandle Youth Sports Foundation for an initial term of 10 years. After the initial term, the lease will automatically renew for a single five-year term unless either party terminates the lease with at least 90 days' notice of termination prior to the end of the initial term.

**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. Section 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:
- i. 22-05-01 (Manufacturing)
  - ii. 22-09-03 (Manufacturing)
  - iii. 22-09-04 (Warehousing & Distribution)
  - iv. 22-10-01 (Manufacturing)
  - v. 22-11-02 (Manufacturing)
  - vi. 22-12-01 (Manufacturing)
  - vii. 22-12-02 (Warehousing & Distribution)
  - viii. 22-12-04 (Manufacturing)
  - ix. 23-01-01 (Warehousing & Distribution)

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 378-3013 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 20th day of January 2023, at 5:00 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 10th of January 2023 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
RICH GAGNON	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	CITY SECRETARY

A quorum was established by Mayor Nelson, Mayor Pro Tem Powell and Councilmembers 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 Margie Gonzales, VIDA Church. Mayor Nelson led the Pledge of Allegiance.

**PUBLIC ADDRESS**

Noah Dawson, of Amarillo, spoke for Agenda Item No 3G. James Schenck, of Amarillo, spoke on Agenda Item No. 3G. Jeff McGunegle, of Amarillo, spoke against Agenda Item No. 3G. Barbara Burnett, of Amarillo, spoke against Agenda Item No. 3A. There were no further speakers.

Mr. Miller announced the promotion of Jackson Zaharia to the position of City Engineer.

**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 Solid Waste update;
- C. 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. A motion was made to approve the consent agenda except for Agenda Item No. 2G by Mayor Pro Tem 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 December 13, 2022.

**B. CONSIDERATION OF ORDINANCE NO. 8034:**  
(Contact: Anthony Spanel, Environmental Health Director)

This item is a second and final reading to consider an ordinance amending the Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-27, to revise which existing covered facilities must design, install, operate, and maintain a grease trap or grease interceptor.

**C. CONSIDERATION OF ORDINANCE NO. 8035:**  
(Contact: Michael Kashuba, Director of Parks and Recreation)

This item is a second and final reading to consider an ordinance amending the Amarillo Municipal Code, Chapter 12-1, Article I, Section 12-4-1(c) to create a room rental fee for the Gaming Center at Warford Activity Center.

**D. CONSIDERATION OF ORDINANCE NO. 8036:**  
(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning the west 125 feet of the east half of Block 267, Holland's Addition, an addition to the City of Amarillo, in Section 156, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Multiple-Family District 1 to Planned Development District 403 for a new or used auto sales outdoor lot. (VICINITY: Wichita Ave. and Mirror St.; APPLICANT/S: Marcelino and Lucia Alvarado)

**E. CONSIDER APPROVAL – PERMANENT EASEMENT AND SURFACE DAMAGE AND RESTORATION AGREEMENT BY AND BETWEEN SALLY ANN STALNAKER AND BONNY STALNAKER ROTH AND THE CITY OF AMARILLO:**

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

This item considers the approval of a Permanent Easement and Surface Damage and Restoration Agreement by and between Sally Ann Stalnakar and Bonny Stalnakar Roth and the City of Amarillo for \$289,550.00 to facilitate the construction of a wastewater pipeline associated with the Northeast Interceptor project.

**F. CONSIDERATION OF RESOLUTION NO. 01-10-23-1:**  
(Contact: Donny Hooper, Public Works Director)

This item considers a resolution authorizing the submission of a FY 2023 Regional Solid Waste Grants Program Application to the Panhandle Regional Planning Commission (PRPC) and authorizing the City Manager to represent the City in all matters pertaining to this application.

**G. CONSIDER PURCHASE – PROPERTY LOCATED AT 1500 SW 6TH AVENUE TO FACILITATE CONSTRUCTION OF TRANSFORMATION PARK:**

(Contact: Jason Riddlespurger, Director)

Seller: Fields Cyrus M Jr - \$182,000.00 plus closing costs

This item considers the purchase of land located at 1500 SW 6th Avenue, a 0.15-acre tract of land out of the original town of Amarillo, Block 48, Lot 10, 11 & 12, Potter County, Texas and authorizes the City Manager to execute a contract and any other necessary documents.

**H. CONSIDER: AWARD – ANNUAL CONTRACT FOR AIRPORT WILDLIFE MITIGATION SERVICES:**

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

Award to: Bug Tech - \$100,000.00

The item considers the award of a one-year contract for wildlife mitigation for the Rick Husband Amarillo International Airport. This mitigation is required by federal regulation, as a component of the Airport's Wildlife Hazard Management Plan.

I. **CONSIDER AWARD – WATERWORKS SUPPLY AGREEMENT:**

(Contact: Trae Kepley, Director of Purchasing)

Award to: Core & Main (Lines 3-15, 19, 21)	\$ 82,033.80
Ferguson Enterprises (Lines 1, 16-18, 20)	\$ 26,253.20
Premier Water Works (Line 2)	\$ 1,750.00
Total award:	\$110,037.00

This item considers the award of an annual contract for waterworks fittings to replenish warehouse stock for use by various departments.

J. **CONSIDER AWARD – PAPER GOODS SUPPLY AGREEMENT:**

(Contact: Trae Kepley, Director of Purchasing)

Award to: Wagner Supply	\$80,136.00
MSC Industrial Supply	\$12,750.00
Total Award	\$92,886.00

This item considers the award of an annual contract for various paper goods to replenish warehouse stock for use by various departments.

K. **CONSIDER AWARD – WIRELESS COMMUNICATIONS SERVICES CONTRACT:**

(Contact: Missy Tucker, Information Technology Director)

Award to: Innovative Financial Technologies LLC dba AW Broadband - Not to exceed \$500,000.00

This item considers award of a contract for wireless communications services utilized in various City locations. This contract will be for an initial term of one-year term, with four one-year options to renew.

L. **CONSIDER AWARD – ARCGIS (GEOGRAPHIC INFORMATION SYSTEM) SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT:**

(Contact: Missy Tucker, Information Technology Director)

Award to: Environmental Systems Research Institute, Inc - \$53,867.84

This item considers the renewal of an annual support and maintenance agreement for the City's ArcGIS software program that is utilized by multiple departments for mapping of various types of infrastructure.

M. **CONSIDER AWARD - REPLACEMENT OF THE BIVINS MEMORIAL BUILDING CARPET LOCATED AT 1000 S POLK STREET IN AMARILLO, TEXAS:**

(Contact: Jerry Danforth, Facilities Director)

Award to: Ingrams Flooring - \$75,672.00

This item considers award of a contract to replace carpet at the Bivins Memorial Building located at 1000 S. Polk Street, including demolition, site preparation, security, and installation of new carpeting.

N. **CONSIDER AWARD – PLUMBING AND MECHANICAL SUPPLIES ANNUAL CONTRACT:**

(Contact: Trae Kepley, Director of Purchasing)

Award to: Morrison Supply Company – Not to exceed \$200,000.00 (Buy Board Contract #657-21)

This item considers the award of a contract for the purchase of plumbing and mechanical supplies to be used by various departments.



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

**ITEM 2G:** Mayor Nelson introduced an item to consider the purchase of property located at 1500 SW 6th Avenue to facilitate construction of Transformation Park. Jason Riddlespurger, Community Development Director, presented the item. A motion was made to approve Item 2G on the consent agenda as presented by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

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

**ITEM 3 – NON-CONSENT ITEMS:**

**ITEM 3B:** Mayor Nelson introduced a public hearing and first reading of an ordinance rezoning a 5.35-acre tract of unplatted land to change from Agricultural District to Moderate Density District and a 3.35-acre tract of unplatted land to change from Agricultural District to General Retail District, all in Section 183, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways in the vicinity of Georgia St. and S.W. 58th Ave. Brady Kendrick, Planner II, presented the item. Mayor Nelson opened a public hearing. Speaking for the item was Noah Dawson; speaking on the item were none; and speaking against the item were none. Mayor Nelson closed the public hearing. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Stanley.

ORDINANCE NO. 8038

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

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

**ITEM 3C:** Mayor Nelson introduced an ordinance authorizing the issuance of “CITY OF AMARILLO, TEXAS, DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2023”; prescribing the forms, terms, and provisions of said bonds; pledging the net revenues of the City’s Drainage Utility System to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date. Ms. Storrs and Steven Adams, Specialized Public Finance, presented the item. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Smith.

ORDINANCE NO. 8039

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF AMARILLO, TEXAS, DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2023”; PRESCRIBING THE FORMS, TERMS, AND PROVISIONS OF SAID BONDS; PLEDGING THE NET REVENUES OF THE CITY’S DRAINAGE UTILITY SYSTEM TO THE PAYMENT OF THE

PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

**ITEM 3D:** Mayor Nelson introduced an ordinance authorizing the issuance of "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2023"; prescribing the forms, terms, and provisions of said bonds; pledging the net revenues of the City's Waterworks and Sewer System to the payment of the principal of and interest on said bonds; enacting provisions incident and related to the issuance, payment, security, sale and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement; and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date. Ms. Storrs and Mr. Adams, Specialized Public Finance, presented the item. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8040

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, NEW SERIES 2023"; PRESCRIBING THE FORMS, TERMS, AND PROVISIONS OF SAID BONDS; PLEDGING THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID BONDS, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

**ITEM 3E:** Mayor Nelson introduced an ordinance authorizing the issuance of "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the City's waterworks and sewer system; specifying the terms and conditions of such certificates of obligation; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement; and providing an effective date. Ms. Storrs and Mr. Adams, Specialized Public Finance, presented the item. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

ORDINANCE NO. 8041

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF AMARILLO, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES

2023"; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE CITY'S WATERWORKS AND SEWER SYSTEM; SPECIFYING THE TERMS AND CONDITIONS OF SUCH CERTIFICATES OF OBLIGATION; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES OF OBLIGATION, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**ITEM 3F:** Mayor Nelson introduced a resolution designating certain areas as Neighborhood Empowerment Zones and adopting guidelines and criteria within Neighborhood Empowerment Zones, pursuant to Texas Local Government Code, Chapter 378, establishing the boundaries thereof and other matters relating thereto; providing a savings clause; providing a severance clause and an effective date. Cody Balzen, Economic Development Specialist, presented the item. A motion was made to adopt the below captioned ordinance by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

RESOLUTION NO. 01-10-23-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS ("CITY"), DESIGNATING CERTAIN AREAS AS NEIGHBORHOOD EMPOWERMENT ZONES AND ADOPTING GUIDELINES AND CRITERIA WITHIN NEIGHBORHOOD EMPOWERMENT ZONES, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 378, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERANCE CLAUSE AND AN EFFECTIVE DATE.

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

**ITEM 3G:** Mayor Nelson introduced a resolution authorizing the display of artifacts and national symbols of Ukraine at City facilities. Mr. Smith presented the item. A motion was made to adopt the below captioned ordinance by Councilmember Smith, seconded by Councilmember Sauer.

RESOLUTION NO. 01-10-23-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, AUTHORIZING THE DISPLAY OF ARTIFACTS AND NATIONAL SYMBOLS OF UKRAINE AT CITY FACILITIES.

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

**ITEM 3H:** Mayor Nelson introduced an item to consider the award of a professional services agreement for the development of construction documents for the 9th Street Trails Parking Lot project. Michael Kashuba, Director of Parks and Recreation, presented

the item. A motion was made to award an agreement for professional services for the development of construction documents for the 9th Street Trails Parking Lot project to Geospatial Data, Inc. for \$56,600.00 by Mayor Pro Tem Powell, seconded by Councilmember Smith.

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

**ITEM 3I:** Mayor Nelson introduced an item to consider the award of a professional engineering services agreement for the added design and construction phase services for the replacement of the collapsing storm sewer in Terrace Drive and additional construction phase services for the reconstruction of the Western and Wallace/Hagy/Port corridors in Amarillo. Mr. Zaharia presented the item. A motion was made to award a professional services agreement for added design and construction phase services for the replacement of a collapsing storm sewer in Terrace Drive and additional construction phase services for the reconstruction of the Western and Wallace/Hagy/Port corridors in Amarillo to Kimley-Horn and Associates, Inc for an amount not to exceed \$604,900.00 by Mayor Pro Tem Powell, seconded by Councilmember Sauer.

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

**ITEM 3J:** Mayor Nelson introduced an item to consider the award of a professional engineering services agreement for the added design and construction phase services for the replacement of the collapsing storm sewer in Terrace Drive and additional construction phase services for the reconstruction of the Western and Wallace/Hagy/Port corridors in Amarillo. Mr. Zaharia presented the item. A motion was made to approve a second change order to the construction contract for the Reconstruction of Western Street, Wallace Blvd, Hagy Blvd, and Port Lane project; to address additional construction items on Western Street, Wallace Blvd, Hagy Blvd, and Port Ln; and to construct storm sewer repairs in Terrace Drive, from Cougar Drive to Mays Avenue to J. Lee Milligan in the amount of \$2,094,161.21 by Mayor Pro Tem Powell, seconded by Councilmember Smith.

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

**ITEM 4 – EXECUTIVE SESSION:**

Mr. McWilliams advised at 2:52 p.m. that the City Council would convene in Executive Session per Texas Government Code: A) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: i) Property located in the Northeast Quadrant of Amarillo; ii) Property located in the Southeast Quadrant of Amarillo; and iii) Property located in the Southwest Quadrant of Amarillo.

Mr. McWilliams announced that Executive Session was adjourned at 3:50 p.m. and recessed the Regular Meeting.

ATTEST:

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

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

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Consent Agenda
---------------------	------------------	-------------------------	----------------

<b>Department</b>	Planning and Development Services Brady Kendrick – Planner II
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**Agenda Caption**

CONSIDERATION OF ORDINANCE NO. 8038

Second and final reading to consider an ordinance rezoning a 5.35 acre tract of unplatted land to change from Agricultural District to Moderate Density District and a 3.35 acre tract of unplatted land to change from Agricultural District to General Retail District, all in Section 183, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways.

VICINITY: Georgia St. and S.W. 58<sup>th</sup> Ave.  
APPLICANT/S: Che Shadle for Llano Construction Company LLC

**Agenda Item Summary**

**Adjacent land use and zoning**

Adjacent zoning consist of Residential District 2 and General Retail District to the north, Residential District 1 to the south, Residential District 2 and Residential District 3 to the east, and General Retail District to the west.

Adjacent land uses consist of single family detached homes and a restaurant (under construction) to the north, single family detached homes to the south and east, and a public charter school and undeveloped land to the west.

**Proposal**

The applicant is requesting a change in zoning in order to develop the tract with general retail land uses along Georgia Street in the area proposed for General Retail and a condominium or townhome style development in the area proposed for Moderate Density.

**Analysis**

The Planning and Zoning Commission's analysis of a zoning change begins with referring to the Comprehensive Plan's Future Land Use and Character Map, impact on existing zoning and development patterns, if any, and conformity to the Neighborhood Unit Concept of Development (NUC).

The Future Land Use and Character Map categories for the applicant's tract includes the General Commercial category (approximately the north 190 feet of the area designated for General Retail along Georgia) with the remaining portion being designated under the Park-Recreation category.

The General Commercial category calls for a wide range of commercial retail and service uses at varying scales depending on the site. Given that General Retail zoning is proposed for the portion of the site that falls in this Future Land Use category, that portion of the request would conform with the Future Land Use Map.

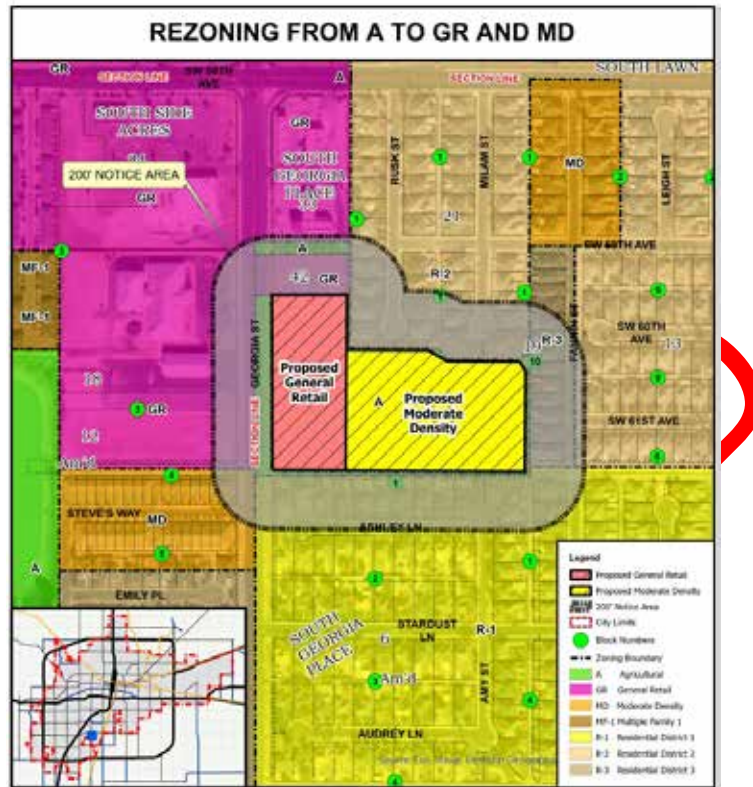
Regarding the remainder of the tract, the Parks-Recreation category calls for public parks and open space to be the predominant development type featured. This land use category was assigned to this area likely due to the fact that the tract is located within the 100 year flood hazard boundary and also features a drainage channel that drains the neighborhoods to the east. These factors likely made development of the tract into a use other than open space cost prohibitive at the time and the reason why it has remained undeveloped.

The applicant for this request is aware of the flood hazard and drainage challenges that are present in this tract and is working with a civil engineer and the City's Engineering Department to address what will need to be completed by the applicant in order to develop this tract. Given that a developer is now willing to address the drainage issues and develop a tract that was long considered cost

prohibitive to do so, the Planning and Zoning Commission does believe that a deviation in this instance is warranted.

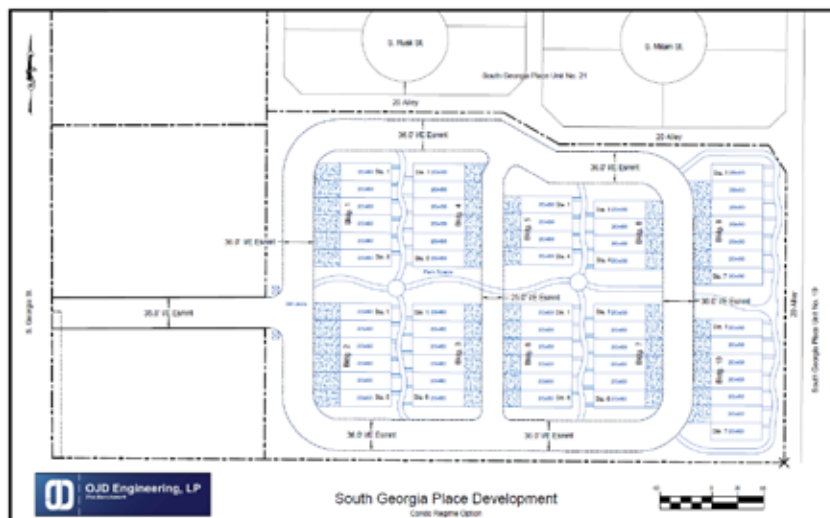
Regarding the Neighborhood Unit Concept of Development (NUC), the concept calls for more intensive uses such as commercial, retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle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

The applicant's tract is located just to the south of the Section line intersection of SW 58<sup>th</sup> Avenue and Georgia Street. Given the location of the proposed General Retail zoning along Georgia Street and taking the zoning patterns of other similar section line intersections into account in Amarillo, the Planning and Zoning Commission does believe that the applicant's requested location for General Retail zoning would conform with the NUC as it is located near a section line arterial intersection. It is also noted the west side of Georgia Street immediately adjacent to the applicant is already zoned General Retail.



Regarding the proposed request for Moderate Density, typically Moderate Density zoning is found at the periphery of single family neighborhoods adjacent to more intensive zoning to serve as a transition from higher intensity land uses to single family zoning that is located within the interior of a section. Given the location of the proposed Moderate Density zoning in relation to the Georgia Street corridor and the proposed General Retail zoning, the Planning and Zoning Commission believes that the request for Moderate Density zoning at the indicated location would represent the called for transition that the NUC recommends in addition to providing a buffer between the single family homes to the east and the higher intensity zoning and the arterial roadway to the west (Georgia Street).

Additionally, the Planning and Zoning Commission does note that Moderate Density zoning and the applicant's proposed development type for the tract would introduce another housing type/product to this area as typically a section of land would feature a range of residential products that can meet the needs of residents in the area. It is also worth noting that appropriate infill development is encouraged by City policy and the Planning and Zoning Commission believes that this development represents such an opportunity. A preliminary layout the developer is considering is shown below (subject to change).



The Planning and Zoning Commission believes that when considering the just mentioned information, the applicant's request represents a logical continuation of General Retail zoning along Georgia Street and provides an appropriate transition in zoning and residential products when also considering the location of the proposed Moderate Density zoning. The Planning and Zoning Commission is of the opinion that if approved, the request would not result in detrimental impacts to the surrounding area or existing zoning and development patterns.

**Requested Action/Recommendation**

Notices were sent to all property owners within 200 feet as required by State Law. As of this writing, one comment has been received in the form of a general inquiry.

Considering the above information, the Planning and Zoning Commission recommends **APPROVAL** of the request as presented with a unanimous vote (6-0).

**CANCELLED**

**ORDINANCE NO. 8038**

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF GEORGIA STREET AND SOUTHWEST FIFTY-EIGHTH AVENUE, 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 5.35 acre tract of unplatted land to change from Agricultural District to Moderate Density District and a 3.35 acre tract of unplatted land to change from Agricultural District to General Retail District, all in Section 183, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways, being further described in Exhibit A and Exhibit B.

**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 10th day of January, 2023 and **PASSED** on Second and Final Reading on this the 24<sup>th</sup> day of January, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CANCELLED**

# Exhibit A

Bearings are based on the U.S. State Plane Coordinate System (NAD83) – Texas North Zone.

Distances shown are Ground Distances.  
Grid to Ground Scale Factor: 1.0002507

According to the F.E.M.A. Flood Insurance Rate Map Community Panel No. 48381C0090E, effective date June 4, 2010, this property does appear to be located in a special flood hazard area as shown thereon. The undersigned surveyor does not accept responsibility for the accuracy of the F.E.M.A. Map upon which this opinion is based.

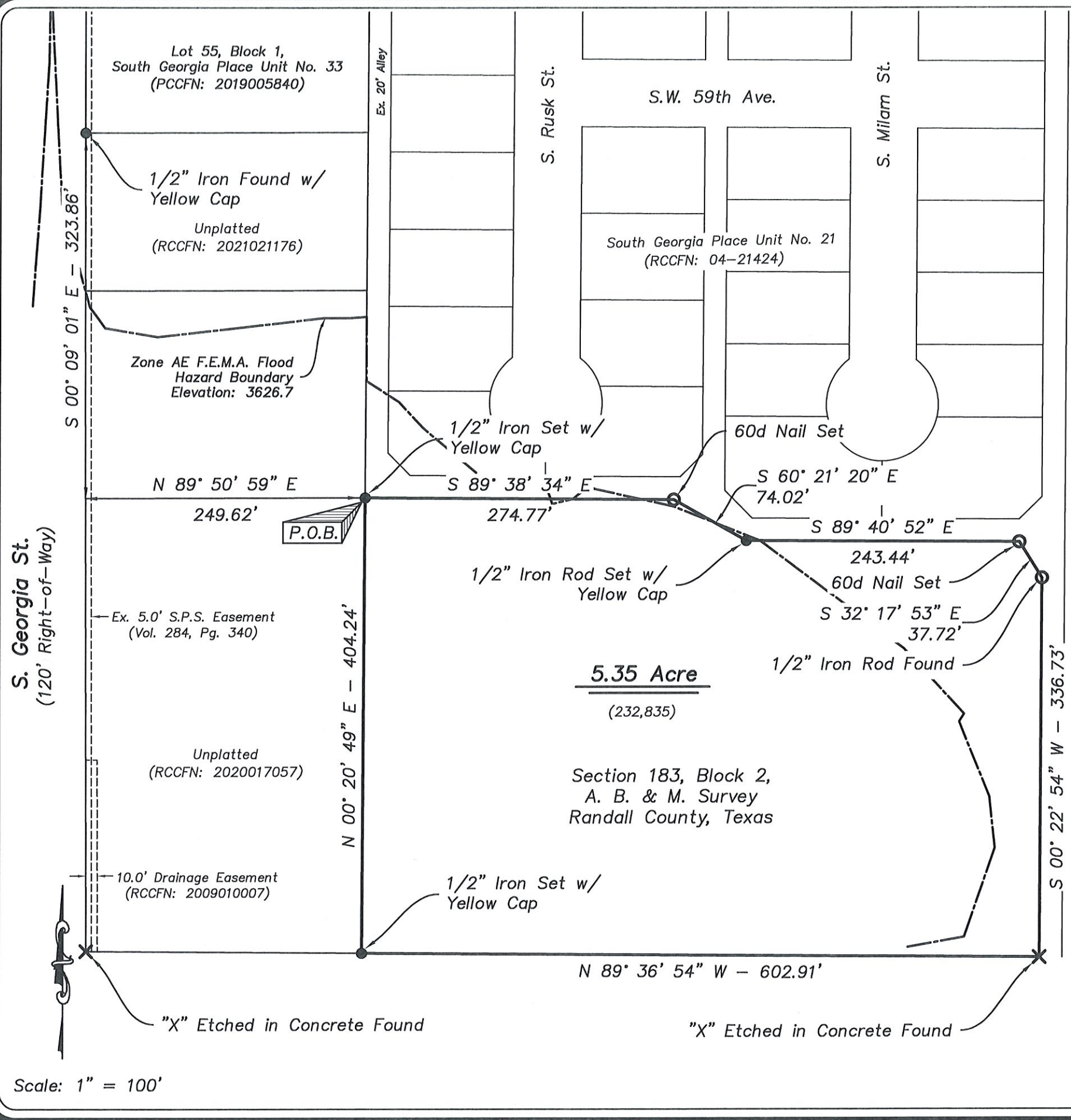
\* \* \* \* \*

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 4th day of November, A.D., 2020.



*Richard E. Johnson*  
Richard E. Johnson  
Registered Professional  
Land Surveyor #4263



A Plat of all of 5.35 Acres out of Section 183, Block 2, A. B. & M. Survey, City of Amarillo, Randall County, Texas

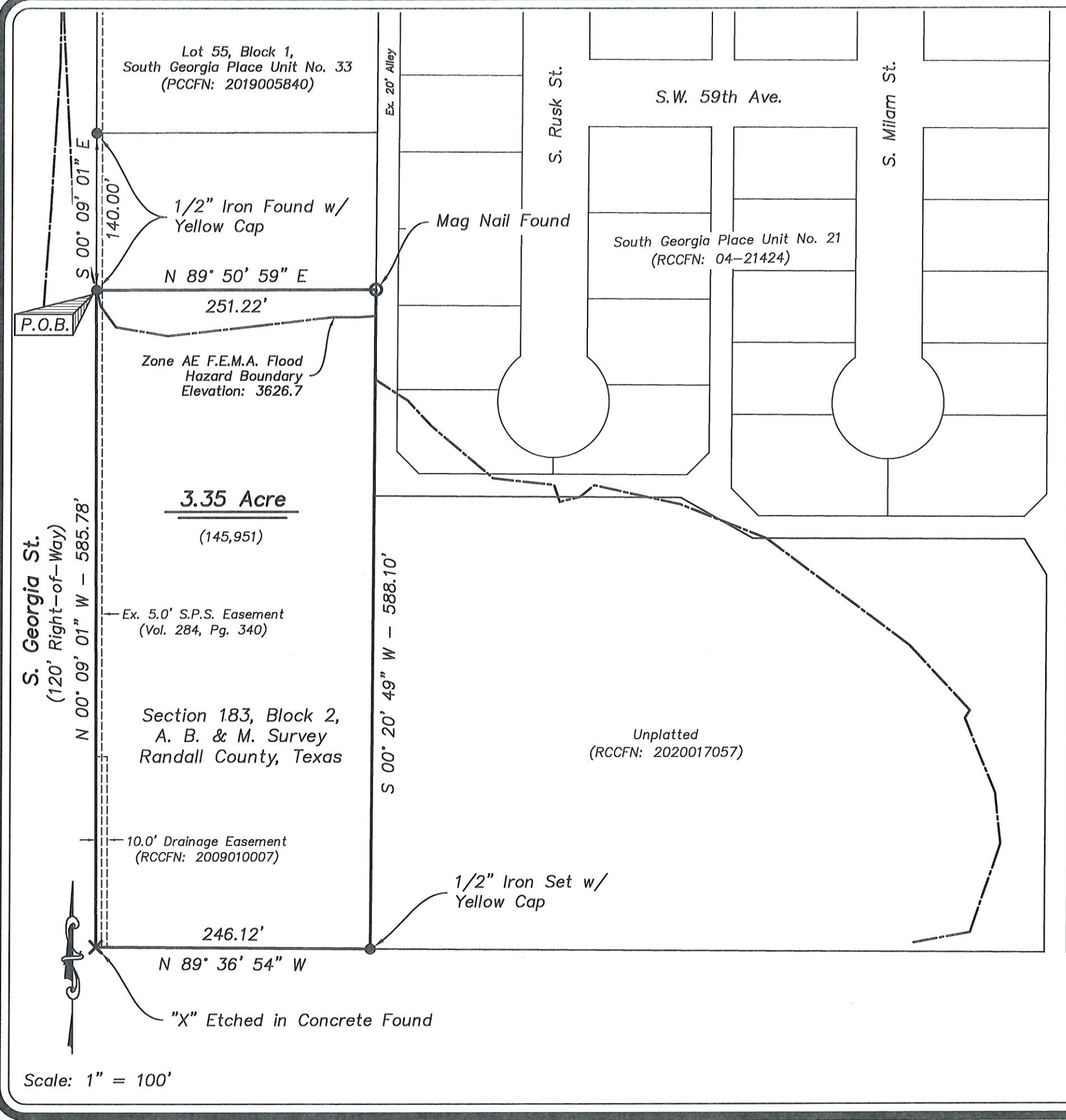
SCALE: 1" = 100'	FIRM NO. 10090900	DRAWN BY: JA
DATE: November 2022		FILE NAME:

**OJD Engineering, L.L.C.**  
Consulting Engineers & Surveyors  
806-447-2503  
P.O. Box 543  
Wellington, Texas 79095

Moderate Density Rezoning

DRAWING NUMBER

Scale: 1" = 100'



# Exhibit B

Bearings are based on the U.S. State Plane Coordinate System (NAD83) – Texas North Zone.

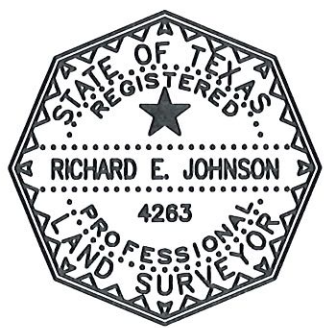
Distances shown are Ground Distances.  
Grid to Ground Scale Factor: 1.0002507

According to the F.E.M.A. Flood Insurance Rate Map Community Panel No. 48381C0090E, effective date June 4, 2010, this property does appear to be located in a special flood hazard area as shown thereon. The undersigned surveyor does not accept responsibility for the accuracy of the F.E.M.A. Map upon which this opinion is based.

\* \* \* \* \*

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered  
 COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 4th day of November, A.D., 2022.



*Richard E. Johnson*  
 Richard E. Johnson  
 Registered Professional  
 Land Surveyor #4263

A Plat of all of 3.35 Acres out of Section 183, Block 2, A. B. & M. Survey, City of Amarillo, Randall County, Texas

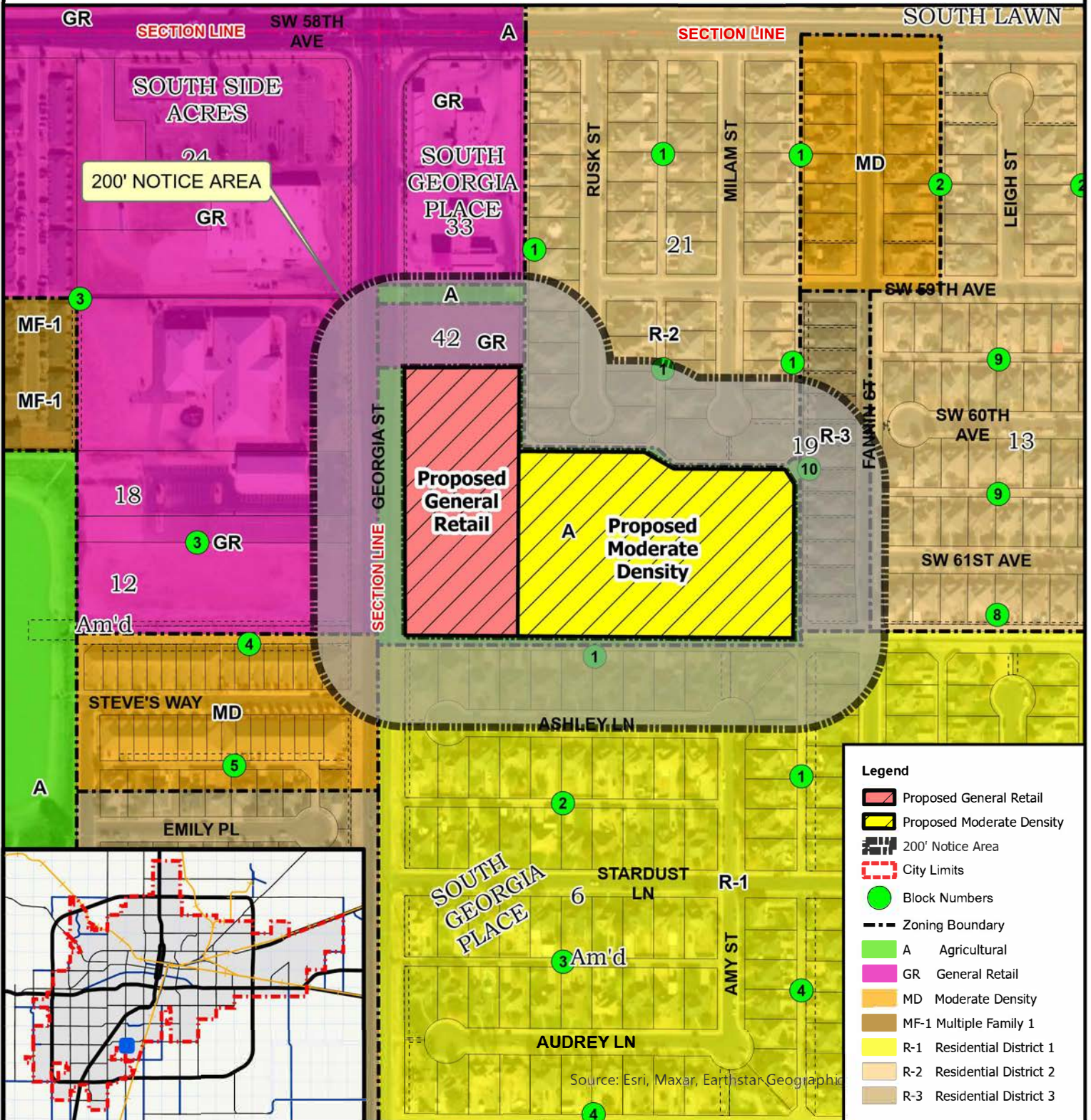
SCALE: 1" = 100'	FIRM NO. 10090900	DRAWN BY: JA
DATE: November 2022		FILE NAME:

**OJD Engineering, L.L.C.**  
 Consulting Engineers & Surveyors  
 806-447-2503  
 P.O. Box 543  
 Wellington, Texas 79095

General Retail Rezoning DRAWING NUMBER

Scale: 1" = 100'

# REZONING FROM A TO GR AND MD



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 300 Feet  
 Date: 11/21/2022  
 Case No: Z-22-35



Rezoning of a 5.35 acre tract of unplatted land to change from Agricultural District to Moderate Density District and a 3.35 acre tract of unplatted land to change from Agricultural District to General Retail District, all in Section 183, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways.

Owner: Josh Langham for Llano Construction, LLC

Vicinity: S Georgia St & SW 58th Ave

AP: M-16

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Public Safety
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

**Agenda Caption**

Consider – Hansen’s Grant  
 Grant Amount: \$7,708  
 Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from April 1, 2022 thru August 31, 2023 to continue funding to prevent and control the transmission of Hansen’s Disease.

**Agenda Item Summary**

The public health department will continue Hansen’s treatment and control activities including testing, treatment, management of active cases and contacts, and community education.

**Requested Action**

Accept grant award.

**Funding Summary**

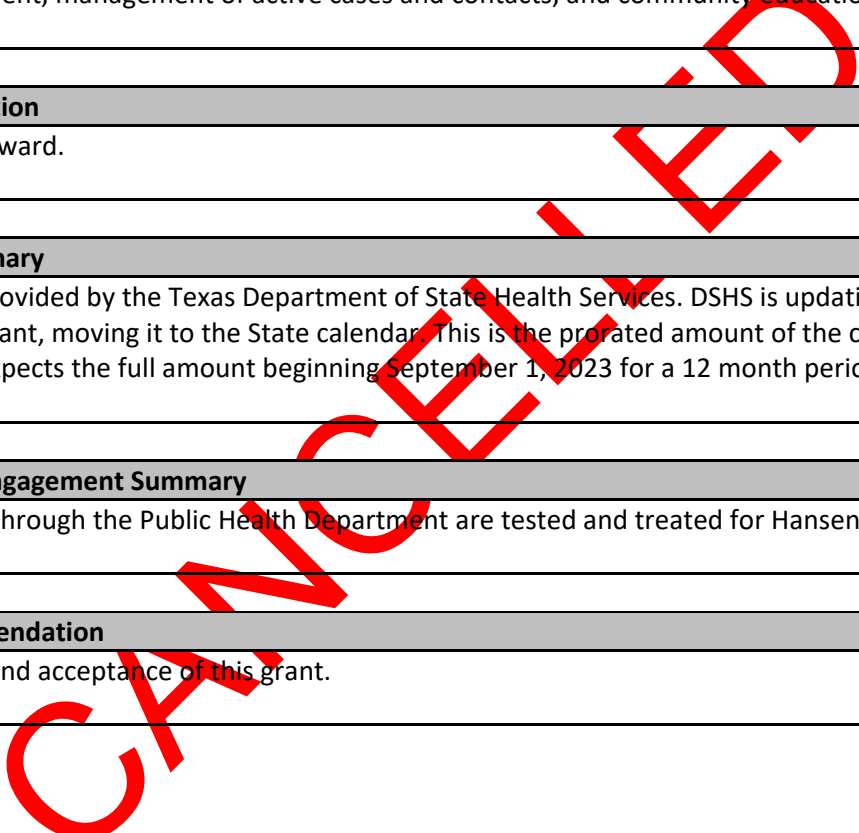
This grant is provided by the Texas Department of State Health Services. DSHS is updating the fiscal year for this grant, moving it to the State calendar. This is the prorated amount of the contract. The department expects the full amount beginning September 1, 2023 for a 12 month period.

**Community Engagement Summary**

Patients seen through the Public Health Department are tested and treated for Hansen’s Disease

**Staff Recommendation**

Staff recommend acceptance of this grant.



# Amarillo City Council Agenda Transmittal Memo



ITEM 2D

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

### Agenda Caption

Consider – Healthy Texas Mothers and Babies Grant  
Grant Amount: \$85,000  
Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2024 to continue funding to support activities under the Health Texas Mothers and Babies Grant.

### Agenda Item Summary

The public health department will coordinate the Healthy Texas Mothers and Babies Community Coalitions (HTBCC) initiative and collaborate with community partners and stakeholders to strengthen local capacity and community partnerships in Potter and Randall Counties, and to improve birth outcomes and reduce disparities in infant mortality rates towards achievement of DSHS goals.

### Requested Action

Accept grant award.

### Funding Summary

This grant is provided by the Texas Department of State Health Services.

### Community Engagement Summary

This is the third year of this grant.

### Staff Recommendation

Staff recommend acceptance of this grant.

**CHANGED**

# Amarillo City Council Agenda Transmittal Memo



ITEM 2E

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Consent Agenda Item
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Brady Kendrick – Planner II		

## Agenda Caption

Acceptance of the Dedication of a 0.20 acre tract of unplatted land for a Public Utility Easement (P.U.E.), in Section 39, Block 9, B.S.&F. Survey, Randall County, Texas

VICINITY: Soncy Rd. and Hillside Rd.

GRANTOR/APPLICANT: FLP Rawland, LLC

## Agenda Item Summary

The dedication of the above tract of land to the City of Amarillo is for the creation of a Public Utility Easement that will contain a city sanitary sewer main in addition to franchised utility company equipment. The proposed easement is located along the west side of The Greenways at Hillside Subdivision.

Typically, easements are considered and approved by City Council prior to being filed. However, in this instance, the applicant/grantor erroneously filed the document prior to consideration. Staff notes that per our Legal Department, although filed, the easement is not official nor accepted by the city until it is considered by City Council. This is the reason for its consideration on the Consent Agenda.

The proposed easement has been reviewed by the typical City Staff, the City Legal Department, and utility companies and was found to be in good order.

Therefore, the tract of land to be considered is suitable for use as a Public Utility Easement should it be approved.

## Requested Action/Recommendation

Planning Staff is of the opinion that the dedication of the above tract of land as a Public Utility Easement is acceptable. Therefore, Staff recommends approval as submitted.

**CANCELLED**

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

ALT 52320-LKB

**PUBLIC UTILITY EASEMENT**

GRANTOR: FLP Rawland, LLC

GRANTOR'S MAILING ADDRESS: P.O. Box 20017  
Amarillo, TX 79114

GRANTEE: City of Amarillo, Texas

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

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: A 20 foot wide tract of land out of Section 39, Block 9, B. S. & F. Survey, City of Amarillo, Randall County, Texas and more particularly described in Exhibits A and B attached hereto and by reference made a part of this Public Utility Easement.

GRANTOR for the consideration grants, sells, and conveys to GRANTEE, its successors and assigns, an exclusive Public Utility Easement for the purpose of constructing, maintaining, operating, repairing, removing, replacing public utility mains and lines, including but not limited to water mains, sanitary sewer mains, natural gas mains, electric lines and communication lines (hereinafter called "Mains") upon, over, under and across the Property, together with the right of ingress and egress over, along and across the PROPERTY and GRANTOR'S adjacent property for the same purposes.

This Easement is subject to all existing easements, rights-of-way, encumbrances and restrictions of record.

The Mains constructed shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, rebuild, repair, improve, and make such changes, alterations, additions to or extensions of its Mains within the boundaries of the PROPERTY as are consistent with the purpose expressed herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations.

GRANTOR, its successors and assigns, may use said PROPERTY for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of Mains, and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of the Mains and to which the GRANTOR is subject.

TO HAVE AND TO HOLD the above-described Property, together with all and singular the



rights and appurtenances thereto in anywise belonging unto GRANTOR and GRANTOR'S successors and assigns, forever. GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Executed this 30 day of December, 2022.

GRANTOR

FLP Rawland, LLC  
P.O. Box 20017  
Amarillo, TX 79114

By: Muff London

Muff London  
FLP Rawland, LLC

**ACKNOWLEDGMENT**

THE STATE OF TEXAS        )  
  )  
COUNTY OF POTTER        )

Muff London, acknowledged this instrument before me on the 30 day of December, 2022 as the act of FLP Rawland, LLC.

Vicky Coronado  
Notary Public, State of Texas

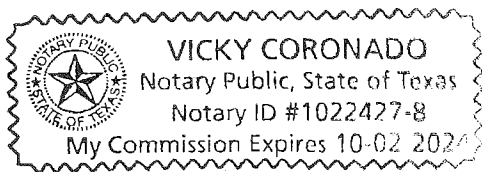


Exhibit "A"

FIELD NOTES for a 20.0 foot Public Utility Easement out of Section 39, Block 9, B. S. & F. Survey, City of Amarillo, Randall County, Texas, and more particularly described as follows:

BEGINNING at the northeast corner of Lot 2A, Block 14, The Greenways at Hillside Unit No. 43, as per the plat filed of record in Clerk's File Number 2022013767, Official Public Records, Randall County, Texas for the northwest corner of this easement.

THENCE N. 89° 53' 42" E. a distance of 307.36 feet to the northeast corner of this easement.

THENCE S. 00° 13' 22" E. a distance of 20.00 feet to the most easterly southeast corner of this easement.

THENCE S. 89° 53' 42" W. a distance of 287.40 feet to an ell corner of this easement.

THENCE S. 00° 06' 18" E. a distance of 138.48 feet to the most southerly southeast corner of this easement.

THENCE S. 89° 53' 42" W. a distance of 20.00 feet to the southeast corner of said Lot 2A for the southwest corner of this easement.

THENCE N. 00° 06' 18" W., along the east line of said Lot 2A, a distance of 158.48 feet to the place of BEGINNING and containing 0.20 acres (8,917 square feet) of land.

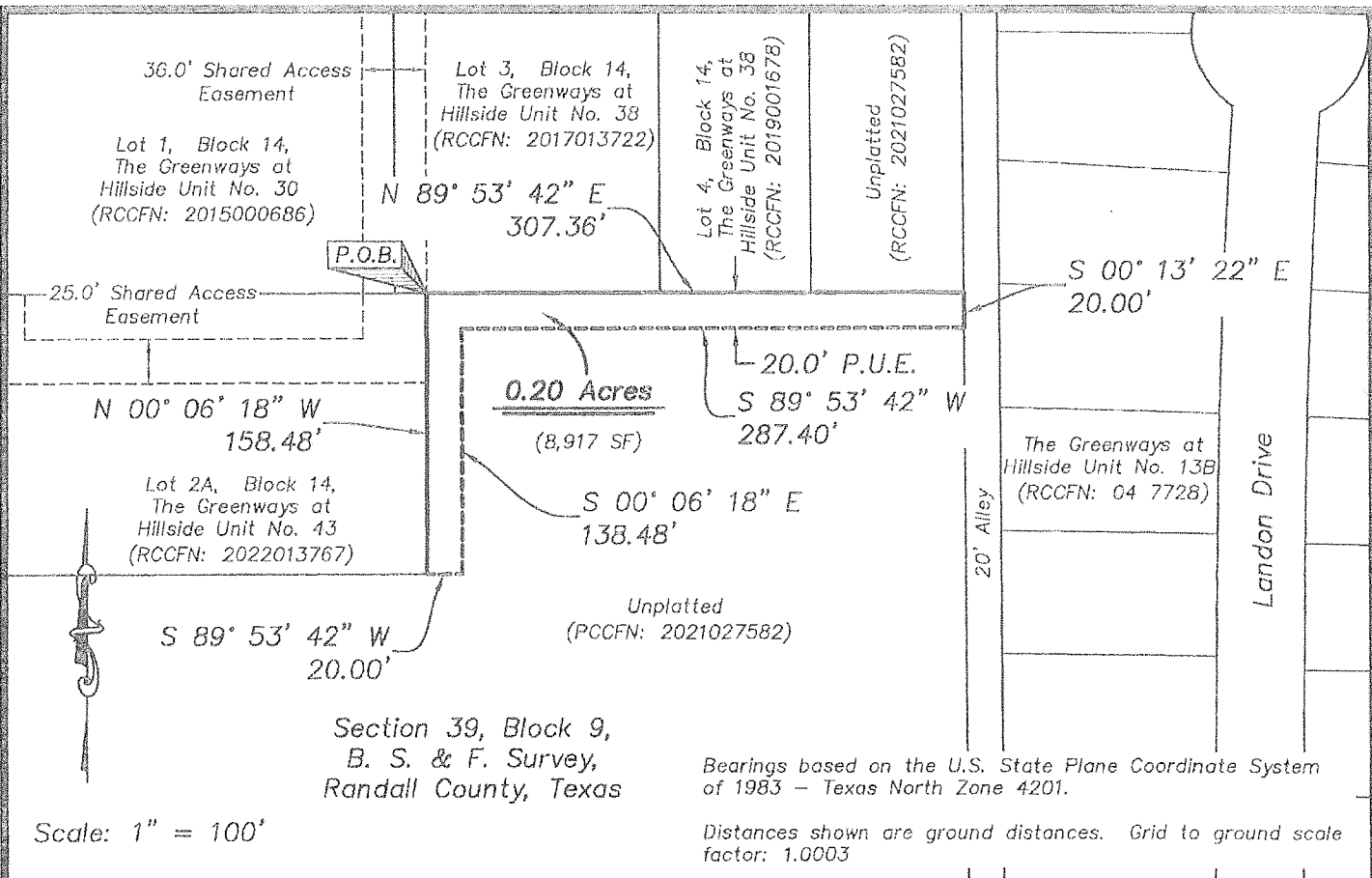
\* \* \* \* \*

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,  
COUNTY OF COLLINGSWORTH : Richard E. Johnson, Registered  
Professional Land Surveyor, do hereby  
certify that I did cause to be surveyed  
on the ground the above described tract of land, and to the best of my  
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 19th day of December, A.D., 2021.



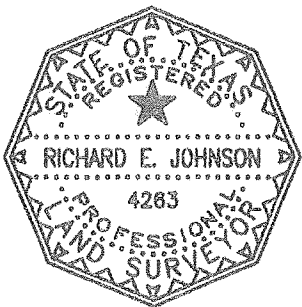
*Richard E. Johnson*  
Richard E. Johnson  
Registered Professional  
Land Surveyor #4263



STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered

COUNTY OF COLLINGSWORTH : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.


IN WITNESS THEREOF, my hand and seal, this the 19th day of December, A.D., 2022.



*Richard E. Johnson*

Richard E. Johnson  
Registered Professional  
Land Surveyor #4263

A Plat of a 20.0' Public Utility Easement out of Section 39, Block 9, B. S. & F. Survey, Randall County, Texas.

SCALE: 1" = 100'	Firm No. 10090900	DRAWN BY: JA
DATE: December 2022		FILE NAME:
 <b>OJD Engineering, LLC</b> Consulting Engineers & Surveyors		806-447-2503 P.O. Box 543 Wellington, Texas 79095

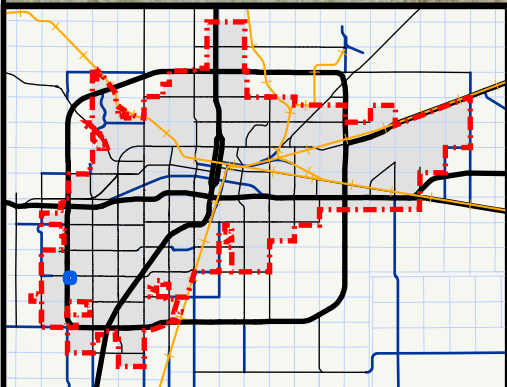
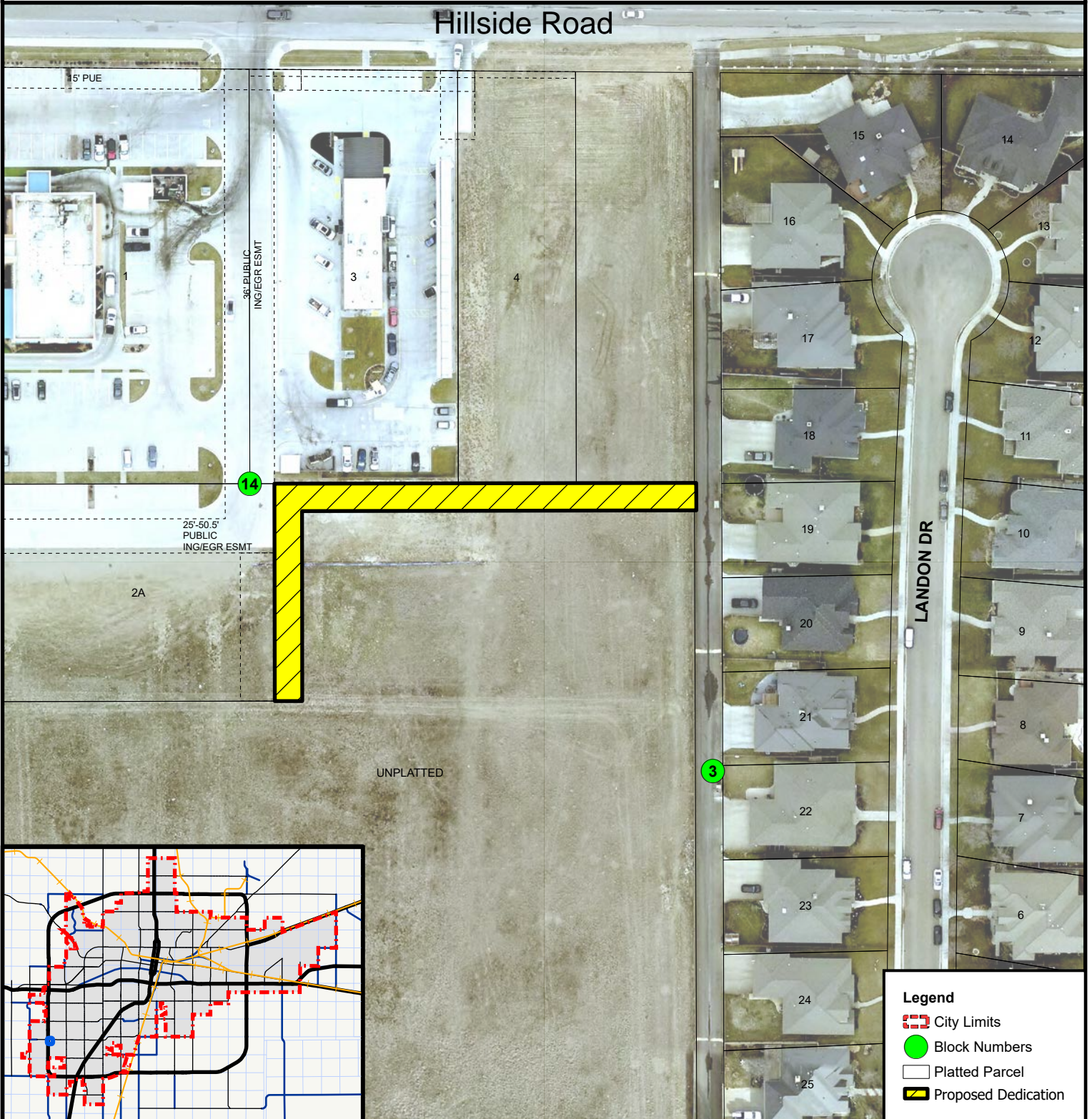
# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Susan B. Allen*

2023000163  
01/03/2023 03:30:16 PM  
Fee: \$38.00  
Susan B. Allen, County Clerk  
Randall County, Texas  
EA



**Legend**

- City Limits
- Block Numbers
- Platted Parcel
- Proposed Dedication

**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Dedication of a Public Utility Easement being a 0.20 acre tract of unplatted land, in Section 39, Block 9, B.S.&F. Survey, Randall County, Texas.

Grantor: FLP Rawland, LLC

Vicinity: Hillside Rd. and Soney Rd.

Scale: 1 inch = 100 Feet  
 Date: 1/17/2023  
 Case No: D-23-01



**AP: I-16**

# Amarillo City Council Agenda Transmittal Memo



ITEM 2F

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Consent Agenda Item
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Brady Kendrick – Planner II		

## Agenda Caption

Acceptance of the Dedication of a 2,715 square foot tract of unplatted land for a Public Utility Easement (P.U.E.), in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas  
VICINITY: Arden Rd. and Helium Rd.  
GRANTOR/APPLICANT: P Dub Land Holdings, LTD.

## Agenda Item Summary

The dedication of the above tract of land to the City of Amarillo is for the creation of a Public Utility Easement that will contain a city water main in addition to franchised utility company equipment. The proposed easement is located in the Heritage Hills Subdivision.

The proposed easement has been reviewed by the typical City Staff, the City Legal Department, and utility companies and was found to be in good order.

Therefore, the tract of land to be considered is suitable for use as a Public Utility Easement should it be approved.

## Requested Action/Recommendation

Planning Staff is of the opinion that the dedication of the above tract of land as a Public Utility Easement is acceptable. Therefore, Staff recommends approval as submitted.

**CANCELLED**

**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.**

## **PUBLIC UTILITY EASEMENT**

**Date:** January 12, 2023

**Grantor:** P Dub Land Holdings, Ltd.

**Grantee:** The City of Amarillo, Texas, a municipal corporation

**Grantee's Mailing Address:** P. O. Box 1971, Amarillo, Texas 79105-1971

**Consideration:** Dedicated for public use.

**Property:** The property described and shown on Exhibit A attached hereto.

## **CONVEYANCE**

For the consideration recited, Grantor does by this instrument grant and convey an easement in the Property to Grantee for (1) installation and continuous maintenance of public utilities, and to make and maintain improvements on and to the Property to better accommodate such purpose; and (2) including the right of ingress and egress for the purpose of inspecting, maintaining, altering, repairing and replacing the utility facilities and appurtenances and the right to trim, cut, clear and otherwise remove trees, limbs, branches and underbrush from the Property which may interfere with the exercise of the rights granted hereunder.

Grantor binds itself, its successors and assigns to warrant and forever defend all and singular the Property to Grantee, its successors and assigns against any persons whomsoever lawfully claiming the same or any part thereof. Grantor and its successors and assigns shall be required to maintain the public ingress and egress access to the Property.

P Dub Land Holdings, Ltd.

By: P Dub Land Management, LLC, General Partner

By: 


Perry Williams, Manager

STATE OF TEXAS §

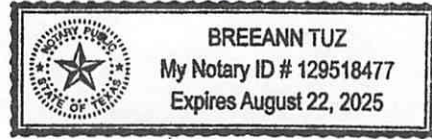
§

COUNTY OF RANDALL §

This instrument was acknowledged before me on the 17<sup>th</sup> day of January 2023, by Perry Williams, Manager of P Dub Land Management, LLC, a Texas limited liability company, general partner of P Dub Land Holdings, Ltd., a Texas limited partnership, on behalf of said company and said limited partnership.

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

ACCEPTANCE BY GRANTEE:  
The City of Amarillo, Texas



By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed name and title)

STATE OF TEXAS                   §  
   §  
COUNTY OF POTTER           §

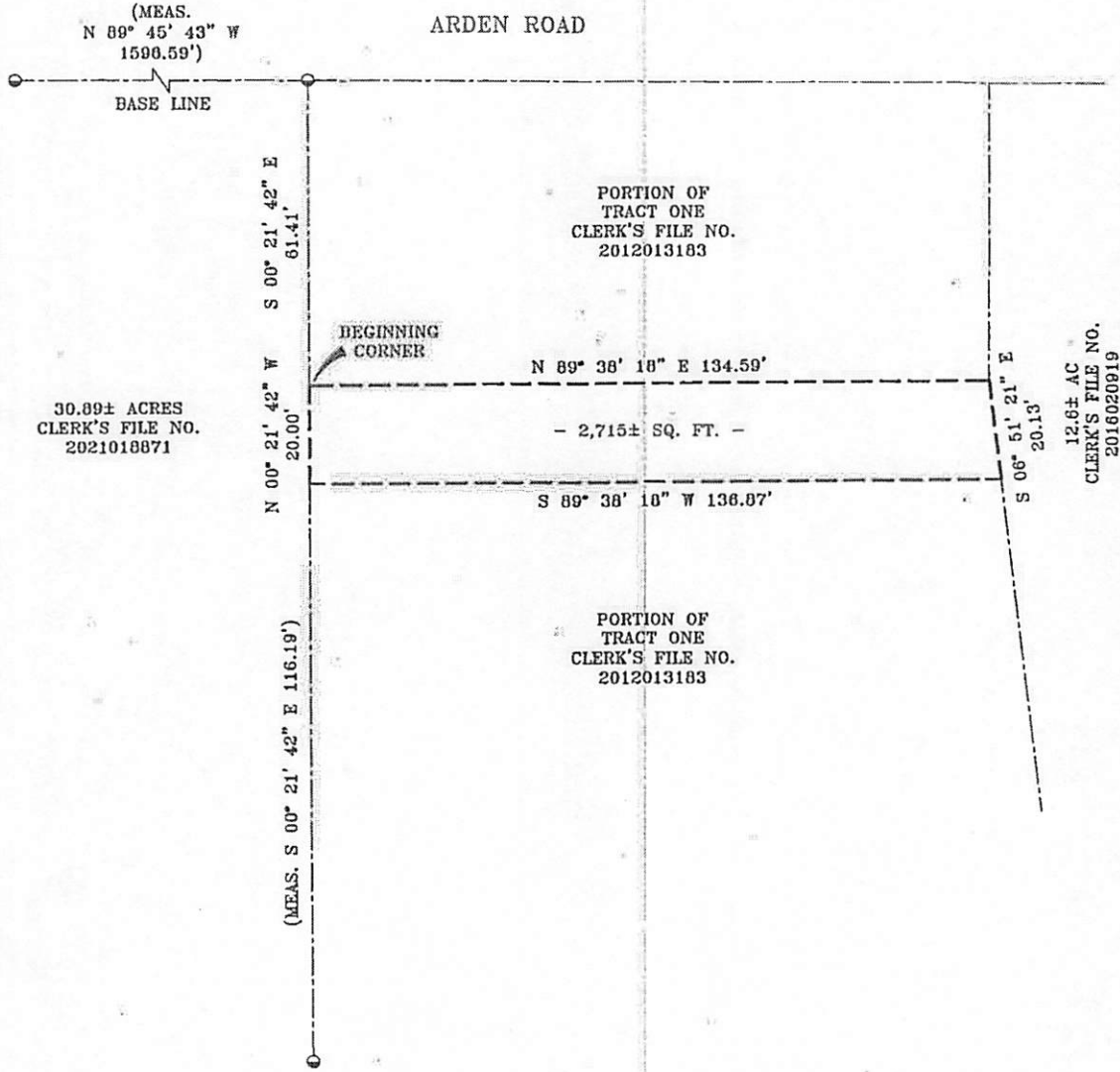
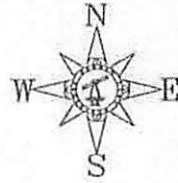
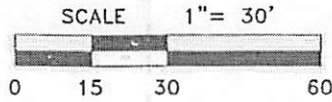
This instrument was acknowledged before me on the \_\_\_ day of January 2023, by \_\_\_\_\_, \_\_\_\_\_ of the City of Amarillo, acting for and on behalf of the City of Amarillo.

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



SCALE: 1" = 30'  
LEGEND:

○ 1/2" IRON ROD W/CAP END  
STAMPED "FURMAN RPLS"



30.89± ACRES  
CLERK'S FILE NO.  
2021018871

PORTION OF  
TRACT ONE  
CLERK'S FILE NO.  
2012013183

12.6± AC  
CLERK'S FILE NO.  
2016020819

PORTION OF  
TRACT ONE  
CLERK'S FILE NO.  
2012013183

EASEMENT EXHIBIT FOR:  
P DUB LAND HOLDINGS, LTD.  
EASEMENT DATE: 01.11.2023



2010 CENSUS TRACT #218.08  
PAGE 1 OF 2



*Daryl R. Furman*  
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  
CASEY A. MANN, RPLS · LONDON M. STOKES, RPLS  
HEATHER LYNN LEMONS, RPLS · KYLE L. BRADY, RPLS  
CHASE ROME, RPLS · LEONARD A. MCCLAUGHLIN, SIT  
TEXAS FIRM #10092400 & 10092401  
P.O. BOX 1416 · AMARILLO, TEXAS 79105 · (806) 374-4246 · FAX (806) 374-4228  
P.O. BOX 464 · DUMAS, TEXAS 79029 · (806) 934-1405 · FAX (806) 934-1482  
PROJECT NO. 2128246-ESMT FILE NO. H-17  
DRAWING NO. P:\SUB 21\RANDALL\H-17\2128246\

**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 hereon 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 2023.
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.

**DESCRIPTION**

A 2,715+/- Square Foot easement out of Section 65, Block 9, B.S.&F Survey, Randall County, Texas, being a portion of that certain 590.943+/- acre tract of land designated as Tract One described in that certain instrument recorded under Clerk's File No. 2012013183 of the Official Public Records of Randall County, Texas, said 2,715+/- Square Foot easement having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap (FURMAN) found in the South Right-of-Way line of Arden Road for the Northeast corner of that certain 30.89+/- acre tract of land described in that certain instrument being recorded under Clerk's File No. 2021018871 of the Official Public Records of Randall County, Texas, from whence a 1/2 inch iron rod with cap (FURMAN) found for the Northwest corner of said 30.89+/- acre tract of land bears N. 89° 45' 43" W. (Base line) 1596.59 feet;

THENCE S. 00° 21' 42" E. 61.41 feet along the East line of said 30.89+/- acre tract of land to the Northwest and BEGINNING CORNER of this easement;

THENCE N. 89° 38' 18" E. 134.59 feet to a point in the West line of that certain 12.6+/- acre tract of land being described in that certain instrument recorded under Clerk's File No. 2016020919 of the Official Public Records of Randall County, Texas, for the Northeast corner of this easement;

THENCE S. 06° 51' 21" E. 20.13 feet along the West line of said 12.6+/- acre tract of land to the Southeast corner of this easement;

THENCE S. 89° 38' 18" W. 136.87 feet to a point in the East line of the aforementioned 30.89+/- acre tract of land for the Southwest corner of this easement, from whence a 1/2 inch iron rod with cap (FURMAN) found bears S. 00° 21' 42" E. 116.19 feet;

THENCE N. 00° 21' 42" W. 20.00 feet to the PLACE OF BEGINNING and containing 2,715 Square Feet of land, more or less.

EASEMENT EXHIBIT FOR:  
**P DUB LAND HOLDINGS, LTD.**  
 EASEMENT DATE: 01.11.2023



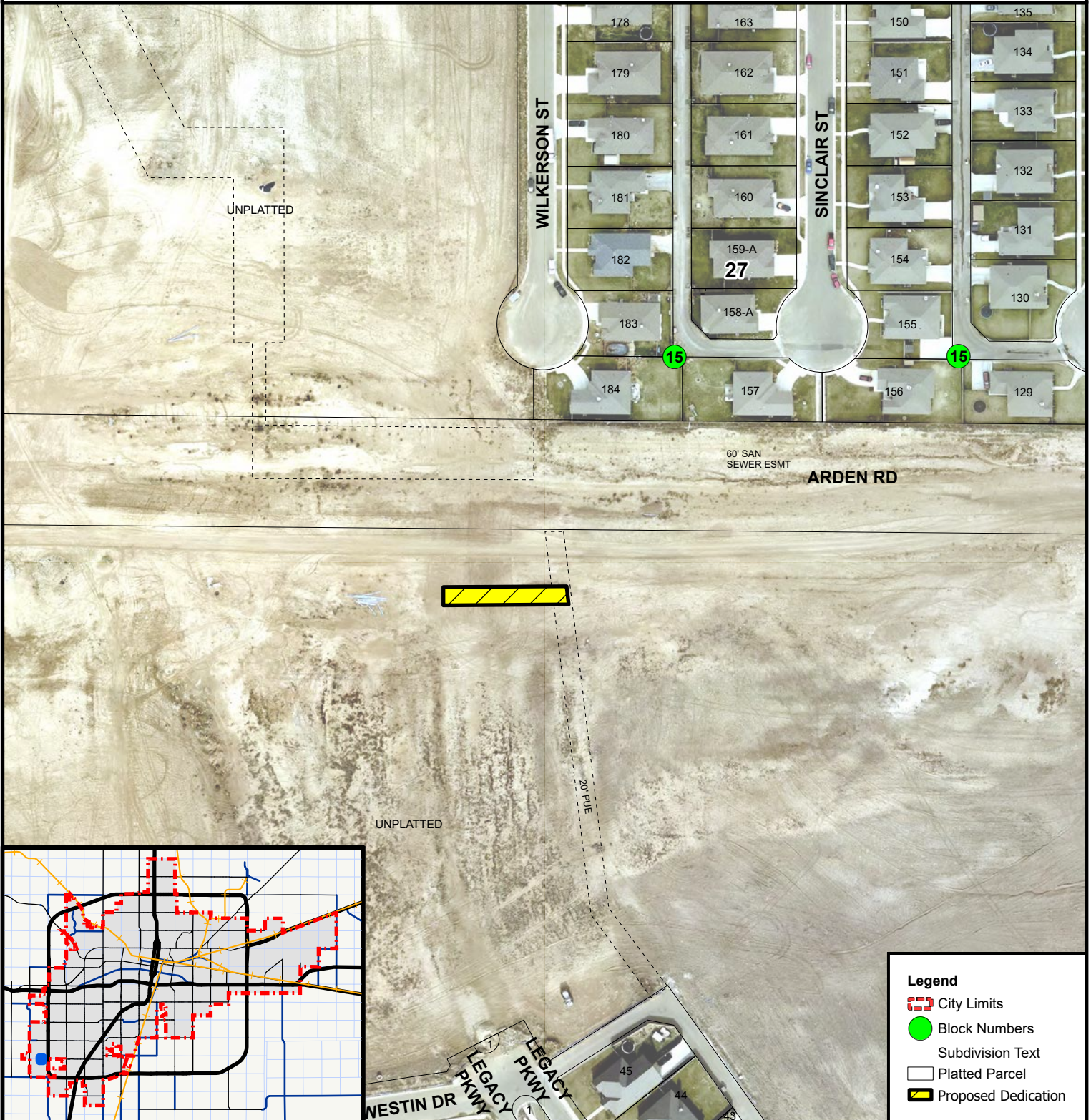
*Daryl R. Furman*  
**Daryl R. Furman**  
 RPLS 5374



DARYL R. FURMAN, RPLS · DANIEL R. FURMAN, RPLS · DONALD R. FURMAN, RPLS  
 CASHY A. MANN, RPLS · LONDON M. STOKES, RPLS  
 HEATHER LYNN LEMONS, RPLS · KYLE L. BRADY, RPLS  
 CHASE ROME, RPLS · LEONARD A. MCLAUGHLIN, ST  
 TEXAS FIRM #10092400 & 10092401  
 P.O. BOX 1416 · AMARILLO, TEXAS 79103 · (806) 374-4246 · FAX (806) 374-4248  
 P.O. BOX 461 · DUMAS, TEXAS 75029 · (806) 934-1405 · FAX (806) 934-1482

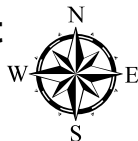
PROJECT NO. 2128246-ESMT FILE NO. H-17  
 DRAWING NO. P:\SUB 21\RANDALL\H-17\2128246\

CASE D-23-02



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

**Scale:** 1 inch = 150 Feet  
**Date:** 1/18/2023  
**Case No:** D-23-02



**Dedication of a Public Utility Easement being a 2,715 square foot tract of unplatted land, in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas.**

**Grantor:** P Dub Land Holdings, Ltd.

**Vicinity:** Arden Rd. and Helium Rd.

**AP: H-17**

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

# Amarillo City Council Agenda Transmittal Memo



ITEM 2G

Meeting Date	January 24, 2023	Council Priority	N/A
Department	Purchasing Department		
Contact	Trae Kepley, Purchasing Director		

### Agenda Caption

This item is to award an Interlocal Agreement with the City of Tacoma Washington.

### Agenda Item Summary

This item is to award an Interlocal Agreement with the City of Tacoma Washington. This agreement will allow the City of Tacoma, Washington to purchase from vendors that have been awarded contracts from the City of Amarillo, Texas.

### Requested Action

Consider award of Interlocal Agreement with the City of Tacoma, Washington.

### Funding Summary

This item does not have any cost associated with it.

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval of the Interlocal Agreement.

**CANCELLED**

## **INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO, TEXAS AND THE CITY OF TACOMA, WASHINGTON**

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

**1. Entity and Authority.** Each party is a local government within the State of Texas or another state. The governing body or delegee of each entity has approved this Agreement in a public meeting or as otherwise required and has authorized its signatory to execute this Agreement and thereby legally obligate each party.

**2. Public Benefit and Purpose.** The respective governing body or delegee of each party finds that: the subject of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271, Texas Local Government Code; and, that the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function, service, or transaction which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement.

**3. Current Revenues.** Any party hereto which is required to make a payment shall do so from current revenues legally available to the party.

**4. TACOMA Obligation.** TACOMA desires to purchase various commodities upon cooperative purchase arrangements on contracts procured by AMARILLO for such commodities—to the extent allowed by those contracts—and to timely pay for such commodities.

**5. AMARILLO Obligation.** AMARILLO agrees to allow and facilitate the purchase of commodities by TACOMA upon AMARILLO contracts for the specified commodities (to the extent allowed by those contracts) for which AMARILLO has sought bids or proposals in accordance with competitive procurement procedures of Texas law. AMARILLO will maintain a listing of contracts that are available for TACOMA’s use.

**6. Contracting.** TACOMA is responsible for obtaining its own contracts or subcontracts directly with vendors, specifying delivery dates, options, any changes to the AMARILLO contracts, warranties and other matters specific to TACOMA, for which AMARILLO has no control, authority, or involvement. Each party shall make payments directly to the vendors under the contracts made pursuant to Subchapter F, Chapter 271, Texas Local Government Code, and each party shall be responsible for the respective vendors’ compliance with provisions relating to the quality of items and terms of delivery.

**7. Independent Contractor Status.** Each party is solely responsible for the manner and means of consummating its purchase of uniforms and the delivery, operation, maintenance, and legal obligations and rights arising out of such. Neither party has control over the other. Each party functions as an independent contractor and is not an employee or agent of the other party. TACOMA and AMARILLO each independently retains sole determination as to the best manner, means, and methods for procuring and delivering the services, functions, or transactions contemplated in this Agreement. As an independent contractor, neither party has any authority or right to represent or commit to any matter on behalf of the other, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement or another document signed by the parties.

**8. Liability.** The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the governmental functions, services, or transactions described. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising out of the approval or performance of this Agreement. Each party shall be solely responsible for any loss, damage, injury, or death to any third parties arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

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

**10. Effective Date and Term.** This Agreement shall become effective on the first day after it has been approved the governing body for each respective entity. This Agreement shall remain in full force and effect until terminated in writing by either party.

**11. Point of Contact.** The point of contact for each party shall be:

**City of Amarillo**  
Purchasing Department  
P.O. Box 1971  
Amarillo, TX 79105

**City of Tacoma, Washington**  
Procurement & Payables Division  
747 Market St  
Tacoma, WA 98402

**12. Severance and Survival.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any aspect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been stated herein.

**11. Entire Agreement and Amendments.** This Agreement contains all of the commitments and agreements of the parties. Any oral or written commitment not stated herein shall have no force or effect. This Agreement may be amended or modified only by mutual agreement in a writing signed by both parties.

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

**CITY OF TACOMA, WASHINGTON**

**CITY OF AMARILLO, TEXAS**

By: DocuSigned by:  
Patsy Best  
3BF2244A914488...

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

Title: Procurement and Payables Division Manager

Title: Jared Miller, City Manager

Date: 1/4/2023

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

Approved as to Form:

DocuSigned by:  
Martha Lantz  
E45E87FC132243D...

Name: Martha Lantz

Title: Deputy City Attorney

**CANCELLED**

# Amarillo City Council Agenda Transmittal Memo



ITEM 2H

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Fiscal Responsibility
<b>Department</b>	Finance		
<b>Contact</b>	Matthew Poston, Director of Finance		

## Agenda Caption

### CONSIDER AWARD – INDEPENDENT CONTRACTOR AGREEMENT

(Contact: Matthew Poston, Director of Finance)

Award to: Valerie Kuhnert – Not to exceed \$65,000

This item considers awarding an independent contractor agreement with Valerie Kuhnert for services with respect to providing consultation and technical assistance to the Finance and Accounting Departments.

## Agenda Item Summary

This item considers awarding an independent contractor agreement with Valerie Kuhnert for services with respect to providing consultation and technical assistance to the Finance and Accounting Departments.

## Requested Action

Approval

## Funding Summary

Professional services account in Accounting Department Budget 1320.62000

## Community Engagement Summary

Engagement with City Staff

## Staff Recommendation

Approval

**CANCELLED**



**PROFESSIONAL SERVICES  
AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the City of Amarillo (the “City”), a Texas Home Rule Municipal Corporation located in Potter and Randall Counties, Texas, and Valerie Kuhnert (the “Contractor”), hereinafter referred to as “CONTRACTOR,” upon the following terms performable in Texas:

The City hereby engages Contractor to perform the services with respect to providing consultation and technical assistance related to the Finance and Accounting Departments. This position provides administrative support for the Finance Director, City Auditor, and Assistant City Auditor performing duties regarding banking reconciliation, cash reporting, and as directed. Contractor agrees to this engagement on the terms and conditions hereinafter set forth.

I.

CITY agrees to pay, and CONTRACTOR agrees to accept for all services to be provided under this Agreement a fee of Sixty-Nine and 18/100 Dollars (\$69.18) per hour, (billable in 15 minute increments) not to exceed a total amount of Sixty-Five Thousand and No/100 Dollars for total services rendered under this Agreement.

II.

CONTRACTOR will submit a monthly written invoice to the City with sufficient detail to fully and completely identify CONTRACTOR’S work performed to date. CITY will make payment within thirty (30) days of receipt of billing.

III.

This Agreement shall be for a term of six months from the last signature date unless terminated by written notice by either party prior to end of this term.

IV.

CONTRACTOR will confer with representatives of CITY to best determine CITY's needs for the services anticipated herein. CITY's representative for purposes of this Agreement shall be the City Auditor.

V.

CONTRACTOR agrees that all records, including but not limited to all materials, data, and information arising out of or resulting from the services provided, shall be the sole and exclusive property of CITY, and CONTRACTOR agrees to and does hereby assign the same to CITY.

CONTRACTOR further agrees to enter into any and all necessary measures to affect such assignment to CITY.

VI.

CONTRACTOR agrees that CONTRACTOR will not, during or after the term of this Agreement, disclose proprietary or confidential information obtained as a result of the services provided. Such proprietary and confidential information received by CONTRACTOR shall be used by CONTRACTOR solely and exclusively in connection with the performance of the services to be provided under this Agreement.

VII.

CONTRACTOR agrees that CITY or its duly authorized representatives shall, until the expiration of three (3) years and one day after the final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices, and records of CONTRACTOR involving any transactions related to this Agreement.

VIII.

Services to be provided by CONTRACTOR under this Agreement shall be performed at the Accounting Department.

IX.

Any and all taxes assessed by any government body upon any service provided in the performance of this Agreement shall be the responsibility of CONTRACTOR. CONTRACTOR acknowledges and agrees that CONTRACTOR shall be responsible for the payment of all taxes required with respect to all

compensation earned by CONTRACTOR under this Agreement. CITY will not withhold any taxes from compensation it pays CONTRACTOR.

X.

CITY shall furnish, at CITY'S expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement. CONTRACTOR shall have no liability to CITY for such expenses.

XI.

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS EMPLOYEES, AGENTS, AND/OR OFFICERS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, JUDGMENTS, COSTS, ATTORNEY'S FEES, EXPENSES, AND LIABILITIES ARISING OUT OF INJURY OR DEATH TO THIRD PARTIES OR DAMAGE TO PROPERTY OF THIRD PARTIES AND CAUSED BY CONTRACTOR'S NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS IN CONNECTION WITH THIS AGREEMENT AND THE PERFORMANCE OF SERVICES HEREUNDER.

XII.

CONTRACTOR agrees to perform the services hereunder as an independent contractor and in no event shall CONTRACTOR be deemed an employee of CITY. CONTRACTOR shall be free to contract for similar services to be performed for others while CONTRACTOR is under Agreement with CITY.

XIII.

In the event of breach by CONTRACTOR of any of the provisions of this Agreement, or in the event of unreasonably slow progress, inattention, incompetence, or carelessness in the performance of the particular work to be performed by CONTRACTOR, CITY shall have the right to terminate this Agreement immediately by written notice to CONTRACTOR. Upon termination, CITY will pay only for charges of work performed and accepted by CITY prior to the stated effective termination date set forth in the notice.

XIV.

CONTRACTOR will not assign, sublet, subcontract, or transfer CONTRACTOR'S interest in this Agreement without the prior written consent of CITY.

XV.

This agreement is entered into and is to be performed in the State of Texas. CITY and CONTRACTOR agrees that the law of the State of Texas shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XVI.

In no event shall the making by CITY of any payment to CONTRACTOR constitute or be construed as a waiver by CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to CITY with respect to such breach or default.

XVII.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic, delay of carriers, governmental order or regulation, incomplete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder).

XVIII.

CONTRACTOR'S address for notice under this Agreement is as follows:

Valerie Kuhnert  
3716 Huntington  
Amarillo, TX 79109  
PHONE: (806) 679-1987

CITY'S address for notice under this Agreement is as follows:

City of Amarillo  
Attention: Finance Director  
601 S. Buchanan  
Amarillo, TX 79101

matt.poston@amarillo.gov

PHONE: (806) 378-6209

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending email to the address or number stated in this Agreement.

XIX.

All obligations of CITY are expressly contingent upon appropriation of sufficient reasonably available funds.

XX.

No modifications to this Agreement shall be enforceable unless agreed to in writing both parties.

XXI.

In any legal action or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

XXII.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXIII.

CONTRACTOR acknowledges that CONTRACTOR has read and understands this Agreement and has entered into it freely and voluntarily based on CONTRACTOR'S own judgment and not on any representations or promises other than those contained in this Agreement.

ATTEST:

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

By:

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

Date:

By:

\_\_\_\_\_  
Valerie Kuhnert

Date:

**CANCELLED**

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Development-Quality of Life
<b>Department</b>	Development Services		
<b>Contact</b>	Justin Oppel, Development Customer Service Coordinator		

**Agenda Caption**

CONSIDER AWARD – CONTRACT FOR COLONIES PUBLIC IMPROVEMENT DISTRICT (PID) MANAGEMENT CONTRACT

This item considers the award of a contract to FIMC Realty, Inc. for the management of the Colonies Public Improvement District. The term of the contract is three years and is to not exceed \$34,739.64 annually.

**Agenda Item Summary**

This item is to designate FIMC Realty, Inc as the agent to perform the administrative responsibilities related to maintenance and operations activities associated with the Colonies PID improvements. The term of this agreement is for three years for which FIMC Realty, Inc will be paid \$34,739.64 annually.

**Requested Action**

Consider approval to designate FIMC Realty, Inc as the managing agent for the Colonies for the term of three years for which FIMC Realty, Inc will be paid \$34,739.64 annually.

**Funding Summary**

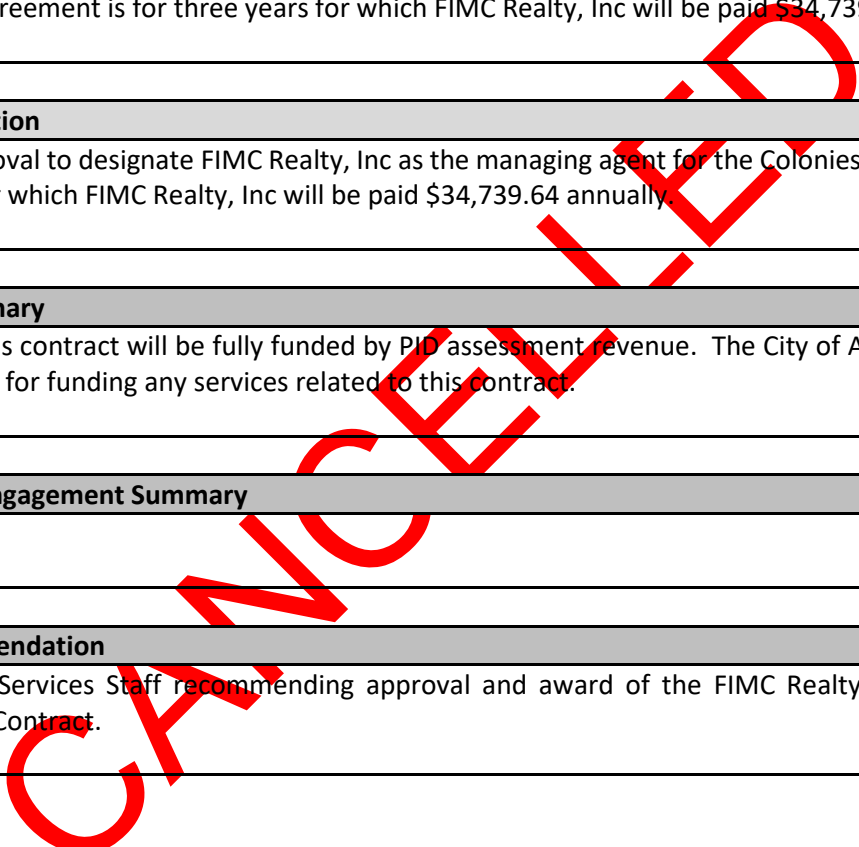
Funding for this contract will be fully funded by PID assessment revenue. The City of Amarillo will not be responsible for funding any services related to this contract.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Development Services Staff recommending approval and award of the FIMC Realty, Inc., Colonies Management Contract.



## MANAGEMENT AGREEMENT

This Management Agreement for the Colonies Public Improvement District (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and among the City of Amarillo, a Texas municipal corporation (the “**CITY**”) and FIMC Realty, Inc., a Texas corporation (“**FIMC**”).

### Recitals

WHEREAS, concurrently with the execution of this Agreement, the CITY is entering into multiple maintenance agreements (the “**Maintenance Agreements**”) with various contractors (“**Contractors**”), wherein the CITY is engaging Contractors and Contractors are agreeing to perform specific services and work described in the Maintenance Agreements for and limited to all areas serviced by the Colonies Public Improvement District (the “**PID**”);

WHEREAS, once a current Maintenance Agreement expires, a new maintenance agreement will be necessary in order to maintain the specific services and work described within the Colonies PID boundary and will be awarded through the City’s procurement process;

WHEREAS, the CITY has taken all necessary action to approve this Agreement and the Maintenance Agreements, and the person signing this Agreement on behalf of the CITY has full power and authority to do so;

WHEREAS, there is a separate management agreement between FIMC and the Colonies Master Association, Inc. clarifying the relationship between FIMC and the Colonies Master Association, Inc.; and

WHEREAS, FIMC has taken all necessary action to approve this Agreement and the Maintenance Agreements, and the person signing this Agreement on behalf of FIMC has full power and authority to do so.

### Agreement

1. **Term.** The term of this Agreement is three years beginning on March 1st, 2023, and continuing until February 28th, 2026, unless (1) FIMC or the City elects to terminate this Agreement early by providing at least 30 day’s written notice to the other party, and in such event, FIMC shall be paid only for those monthly installments that are due on or before the date of termination, or (2) this Agreement is terminated early in accordance with another provision contained herein.

2. **FIMC’s Duties.** FIMC shall perform all of the duties and responsibilities set forth in the Maintenance Agreement. Additionally, FIMC, shall oversee and make arrangements for any necessary maintenance and improvement of the Colonies Area that is not already covered by



the Maintenance Agreement. Specifically, FIMC's duties shall include, but not be limited to, the following:

- a. FIMC will receive all invoices for payment from Contractor for work it has completed;
- b. FIMC will determine whether Contractor has satisfactorily completed its work in accordance with the terms of the Maintenance Agreement;
- c. For work for which FIMC receives an invoice and determines the work has been satisfactorily completed by Contractor, FIMC will present the invoice to the CITY within 15 days of FIMC's receipt of said invoice;
- d. FIMC will attend all regularly scheduled meetings of the Colonies Public Improvement District Advisory Board;
- e. FIMC will receive and respond to all comments, questions and complaints from owners of property within the PID regarding the PID's common areas;
- f. For expenditures and contracts, FIMC will follow the procedures and rules outlined on Exhibit "A" attached hereto and incorporated herein.

3. **Payment.** In consideration of the services to be performed by FIMC under this Agreement, the CITY shall pay FIMC \$34,739.64/year for the first year of this Agreement from the PID's budgeted funds. Subsequent year's annual total payment will be an amount equal to the previous year's total amount plus an amount equal to the percentage increase, if any, of the US Bureau of Labor's National CPI Index (CPI) over the previous year's CPI. For purposes of CPI calculations, the base year CPI will reflect the index of the month this Agreement was executed with subsequent calculations based on CPI change using the same month.

Payments will be funded out of the PID budget. Upon FIMC approving the Contractor as satisfactorily completing its work, the CITY will pay the invoice from the PID's funded budget. The CITY shall make the payments in twelve (12) equal monthly installments of \$2,894.97 each no later than the 10th day of each month. If this Agreement is terminated prior to expiration, final payment will be made to Contractor only for actual work satisfactorily completed.

4. **PID Budget and Additional Maintenance.** Any money within the PID Budget in excess of the amount to be paid to Contractor under the Maintenance Agreement and to FIMC under this Agreement shall be available for additional maintenance and improvements of the Colonies Area. If FIMC determines that additional maintenance and/or improvements are needed,

FIMC shall, in accordance with Paragraph 2.f. above, obtain and present to the CITY a contract for approval by the CITY. If the contract is approved by the CITY, the contractor shall present all invoices for payment to FIMC, and FIMC after determining that the work contracted for has been satisfactorily completed, shall present the invoice to the CITY for payment. The CITY shall be responsible for paying for any work completed under such a contract, and FIMC shall have no responsibility for the payment of such work.

5. **Default.** The following events shall constitute a default by the CITY: (1) the failure of the CITY to pay FIMC an overdue payment within fifteen days after written notice to the CITY from FIMC that the payment is overdue and unpaid; and (2) the failure of the CITY to perform or comply with any other provision of this Agreement if the failure continues for thirty days after written notice to the CITY from FIMC.

The following events shall constitute a default by FIMC: (1) the failure of FIMC to present an invoice to the CITY, in accordance with Paragraph 2.c. of this Agreement and Article IV of the Maintenance Agreement, within ten days after written notice to FIMC from the CITY that the invoice is overdue; and (2) the failure of FIMC to perform or comply with any other provision of this Agreement if the failure continues for thirty days after written notice to FIMC from the CITY.

A party's remedies for a default by another party are to sue for specific performance, sue for damages, and/or to terminate this Agreement.

6. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be sent to all of the parties to this Agreement by personal delivery, delivery by reputable overnight courier, or by United States registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below. Notices personally delivered will be deemed given the day delivered. Notices given by overnight courier will be deemed given on the first business day following the mailing date. Notices mailed by registered or certified mail will be deemed given on the third business day following the mailing date. Notices of change of address shall be given by written notice in the manner described in this Section.

The City of Amarillo  
Planning Director  
City of Amarillo  
808 S. Buchanan  
2<sup>nd</sup> Floor  
Amarillo, Texas 79101

FIMC Commercial Realty  
1619 S Tyler Street  
Amarillo, Texas 79102

7. **Texas Law to Apply.** This Agreement is to be construed under Texas law and all obligations of the parties created by this Agreement are performable in Randall County, Texas. If legal action is necessary to enforce this Agreement, exclusive venue will lie in Randall County, Texas.

8. **Assignment.** This Agreement is not assignable by any of the parties hereto without the prior written consent of all parties.

9. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. **Obligations Contingent.** All obligations of the CITY are expressly contingent on the appropriation of sufficient monies to fund this Agreement in the annual fiscal year budget of the PID as approved by Ordinance of the Amarillo City Council. In the event sufficient funds for the PID's fiscal year budget are not appropriated and approved, this Agreement will automatically terminate at the end of the last fiscal year for which sufficient funds were appropriated and approved.

11. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto and may not be amended or modified except in writing signed by all parties hereto.

12. **Severability.** If any one or more of the provisions in this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the Agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

13. **Attorney's Fees and Costs.** If, as a result of a breach of this Agreement by a party hereto, another party or parties employ an attorney to enforce its rights under this Agreement, the breaching or defaulting party will pay the other party or parties the reasonable attorney's fees and costs incurred to enforce this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF AMARILLO

By: \_\_\_\_\_  
Stephanie Coggins, City Secretary

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

FIMC REALTY, INC.

By: \_\_\_\_\_  
William J. Chudej, President

**CANCELLED**

Exhibit "A"  
Expenditures and Contracts

**CANCELLED**

# Amarillo City Council Agenda Transmittal Memo



ITEM 2J

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Development-Quality of Life
<b>Department</b>	Development Services		
<b>Contact</b>	Justin Oppel, Development Customer Service Coordinator		

## Agenda Caption

CONSIDER AWARD – BID NO. 7416 COLONIES PUBLIC IMPROVEMENT DISTRICT LANDSCAPE MAINTENANCE CONTRACT

Award to: Green Plains Design - Base bid not to exceed \$195,302.20 for a total of three years, with two, one year options to renew. The total three-year award is not to exceed \$585,906.60

## Agenda Item Summary

This item is to consider award of the Colonies Public Improvement District (PID) landscape maintenance contract for the maintenance of improvements within the Colonies PID. Improvements include park areas, entryway features, irrigation, trees and specialty lighting. All improvements are constructed to applicable City standards. This contract is for three years with two, one-year renewal if all parties agree.

## Requested Action

Consider approval and award to Green Plains Design – Monthly unit pricing (mowing, repairs, etc.) not to exceed \$195,302.20 for three years.

## Funding Summary

Funding for this contract will be fully funded by PID assessment revenue. The City of Amarillo will not be responsible for funding any services related to this contract.

## Community Engagement Summary

Bids for this contract were reviewed as part of a best value bid review process. Four bids were reviewed by a five-member review committee consisting of two members of the Colonies PID Advisory Board, one representative from the Colonies HOA management firm, FIMC, as well as one Landscape Architect who consults FIMC on matters related to the PID improvements, and one City of Amarillo Development Services employee. Given the criteria evaluated and subsequent scores, the highest evaluated bid was Green Plains Design which the Colonies PID Board recommended moving forward with unanimously awarding the bid on January 17, 2023.

## Staff Recommendation

Development Services Staff recommending approval and award of the recommended bid.

**Bid No. 7416 Best Value Bid for Landscape Maintenance for Colonies Public Improvement District**

**Tabulation Compilation showing Scoring Criteria**

For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.

	Purchase Price	Relevant Experience	References	Staff and Equipment	Quality of Goods and Services	Specificat Experience	Maximum Possible =500	Average	Rank	Comments
<b>Company</b>	20.00	30.00	15.00	15.00	10.00	10.00	Total			
VERDE LANDSCAPE	20.0000	21.0000	13.1300	11.8000	6.8000	5.6000	78.33	78.33%	4	
RAMIREZ LAWN & SPRINKLER	15.3017	26.4000	12.3300	10.2000	8.6000	7.8000	80.63	80.63%	3	
4F HOLDINGS LTD DBA CUSTOM GARDENS	8.7234	29.0000	14.6700	13.6000	9.6000	9.6000	85.19	85.19%	2	
GREEN PLAINS DESIGN	14.9819	29	11.13	13.8	9	9.4	87.31	87.31%	1	

# Amarillo City Council Agenda Transmittal Memo



ITEM 2K

<b>Meeting Date</b>	January 10, 2023	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

**Agenda Caption**

CONSIDER – AWARD OF AIRPORT RENTAL CAR CONCESSION CONTRACTS TO AVIS BUDGET CAR RENTAL, EAN HOLDINGS (AS ENTERPRISE), AND EAN HOLDINGS (AS ALAMO NATIONAL). (RFP# 32-22).

Award to:        AVIS Budget Car Rental – (1<sup>st</sup> year guarantee = \$360,685)  
                       Alamo National – (1<sup>st</sup> year guarantee = \$217,265)  
                       Enterprise – (1<sup>st</sup> year guarantee = \$217,165)

**Agenda Item Summary**

This item includes the award of 3 rental car concession contracts at the Rick Husband Amarillo International Airport. All three companies met the requirements of the RFP. This is a 5-year contract beginning on February 1, 2023, with one 5-year optional extension. These contracts are for the provision of rental cars to customers at the Airport (on a concession/fee basis) and for the associated terminal and parking space rentals.

**Requested Action**

Please approve all three rental car concession contracts.

**Funding Summary**

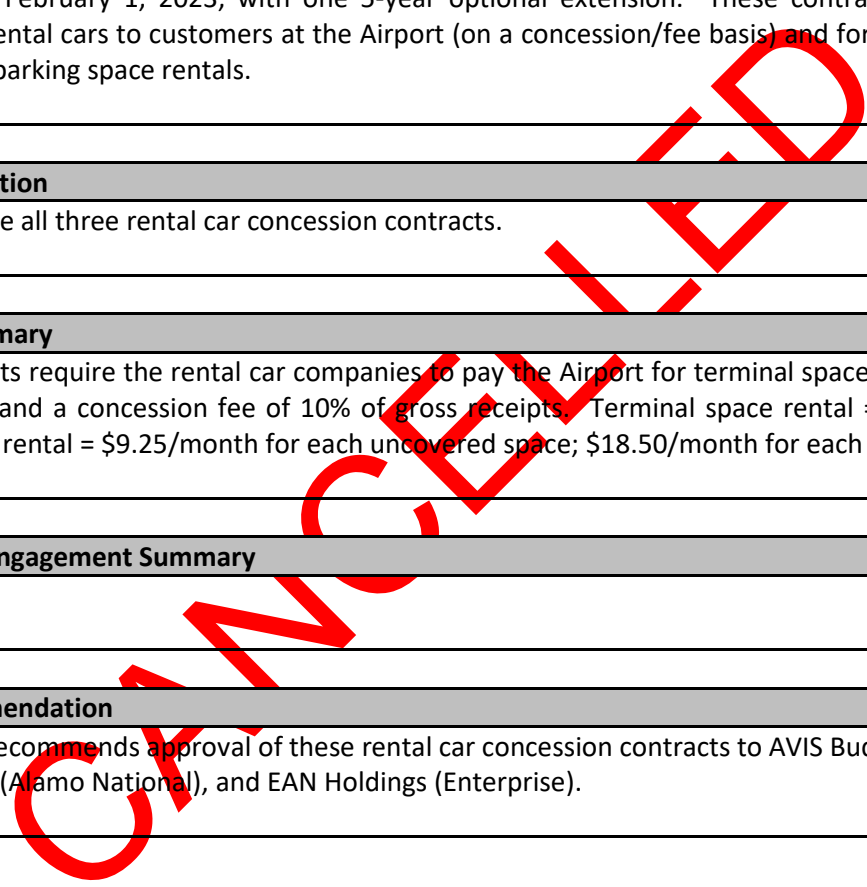
These contracts require the rental car companies to pay the Airport for terminal space rental, parking space rental, and a concession fee of 10% of gross receipts. Terminal space rental = \$34.82/sq. ft. Parking space rental = \$9.25/month for each uncovered space; \$18.50/month for each covered space.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Airport staff recommends approval of these rental car concession contracts to AVIS Budget Car Rental, EAN Holdings (Alamo National), and EAN Holdings (Enterprise).





RFP #32-22 Request for Proposal for Non-Exclusive Rental Car Concession at Rick Husband Amarillo International Airport		Tabulation Compilation showing Scoring Criteria						
	Minimum Annual Guarantee Proposed for First Agreement Year	Bidder's Qualifications Previous Background and Experience of Proposer with Respect to the Minimum Qualifications. (See Paragraphs 13 and 18.)	Total	Average	Rank	Comments		
<b>Company</b>	65.00	35.00	Maximum Possible =100					
ENTERPRISE HOLDINGS	39.135850	35.0000	74.14	74.135850%	3			
AVIS BUDGET GROUP	65.000000	35.0000	100.00	100.0000000%	1			
NATIONAL	39.153855	35.0000	74.15	74.153855%	2			

For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.

Request for Proposal 32-22 Non-Exclusive Rental Car Concession  
 Opened 4:00 p.m. Thursday, December 1, 2022

To be awarded as one lot		ENTERPRISE RENT-A-CAR	NATIONAL CAR RENTAL	AVIS CAR RENTAL
Line 1	Minimum Annual Guarantee (MAG)			
	1 un			
	Unit Price	\$217,165.00	\$217,265.00	\$360,685.00
	Extended Price	\$217,165.00	\$217,265.00	\$360,685.00
Bid Total		217,165.00	217,265.00	360,685.00

# Amarillo City Council Agenda Transmittal Memo



ITEM 2L

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Infrastructure Initiative
<b>Department</b>	Capital Projects & Development Engineering		
<b>Contact</b>	Kyle Schniederjan		

## Agenda Caption

CONSIDER – Approval of Change Order No. 1 for Bid No. 7283, Project No.'s 530013, 530015, 530017 FY 2017-2021 Community Investment Program: River Road Water Reclamation Facility Digester Mixing System, River Road Water Reclamation Facility Secondary Boiler, Hollywood Road Water Reclamation Facility Digester Mixing Improvements  
Garney Companies, Inc. - \$519,810.00

Original Contract Amount: \$ 16,312,000.00  
This Change Order No. 1: \$ 519,810.00  
Revised Contract Total: \$ 16,831,810.00

## Agenda Item Summary

This change order:

1. adds the dewatering of the portion of Primary Digester No. 1 at Hollywood.
2. provides a replacement breaker in the Blower Building Motor Control Center (MCC) at Hollywood.
3. revises the scope of work at River Road to reuse an existing MCC and install new buckets in lieu of providing a new MCC.
4. Contract Time is increased due to the additional scope of work.

## Requested Action

Consider approval of Change Order No. 1 to the contract with Garney Companies, Inc. in the amount of \$519,810.00 for execution by the City Manager.

## Funding Summary

Funding for this project is available in Project Budget Numbers 530013, 530015, and 530017. This project was approved in the FY 17/18 Community Investment Program. This project is funded with water and sewer revenue bonds.

## Community Engagement Summary

The work is located within the boundaries of the River Road Wastewater Reclamation Facility and Hollywood Road Reclamation Facility. As the project progresses through design and construction, coordination will occur with WRF personnel.

## Staff Recommendation

City Staff is recommending approval of the change order.

To be awarded as one lot **GARNEY CONSTRUCTION**

Line 1 Mobilization: Provide insurance and bonds, establish a field office, mobilize personnel, equipment and supplies to the site, per specifications  
 1 ls Unit Price \$1,146,000.000  
 Extended Price 1,146,000.00

Line 2 Digester Cleaning: Remove material from each digester and perform cleaning of the inside of each digester as noted and described in the project Drawings and Specifications. Provide access for inspection of inside of digester after cleaning is complete, per specifications  
 1 ls Unit Price \$1,322,000.000  
 Extended Price 1,322,000.00

Line 3 Digester Mixing Improvements: Install concrete buildings, pumps, piping, valves, pipe supports, tank modifications and commissioning, per specifications  
 1 ls Unit Price \$3,718,000.000  
 Extended Price 3,718,000.00

Line 4 Electrical Improvements: Install concrete building, conductors, conduits, sensors, and panels, per specifications  
 1 ls Unit Price \$2,080,000.000  
 Extended Price 2,080,000.00

Line 5 Site Improvements: Install paving, sanitary sewer lines, utility relocations, sod and erosion control, per specifications  
 1 ls Unit Price \$676,000.000  
 Extended Price 676,000.00

**Schedule 1 Total Bid \$ 8,942,000.00**

To be awarded as one lot

GARNEY CONSTRUCTION

Line 1 Digester Bid: Remove and replace digester equipment, including all associated mechanical electrical equipment, materials and labor as needed, and including related mechanical, structural and architectural modifications and additions, per specifications

1 ls  
Unit Price \$6,207,000.000  
Extended Price 6,207,000.00

Line 2 Digester Cleaning Unit Price: Remove material from each digester and perform cleaning of the inside of each digester. Provide access for inspection of inside of digester after cleaning is complete, per specifications

680 cy  
Unit Price \$750.000  
Extended Price 510,000.00

Line 3 Boiler Bid: Relocate existing boiler equipment, add new boiler equipment, including all associated mechanical and electrical equipment, materials and labor as needed, and including related mechanical, structural and architectural modifications and additions, per specifications

1 ls  
Unit Price \$653,000.000  
Extended Price 653,000.00

**Schedule 2 Total Bid \$ 7,370,000.00**

Bid Total \$ 16,312,000.00

Change Order #1 \$ 519,810.00  
Revised Total \$ 16,831,810.00



# Amarillo City Council Agenda Transmittal Memo



ITEM 2M

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	N/A
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<b>Department</b>	Information Technology
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## Agenda Caption

Award – Dell

IT Security Subscription and Maintenance - \$71,733.49

This purchase represents maintenance and support for IT Security Subscriptions and Maintenance, and comprises two separate purchases with varying term dates. One purchase is for \$24,124.33 and the other for \$47,609.16.

## Agenda Item Summary

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

## Requested Action

Approval of award to Dell in the amount of \$71,733.49.

## Funding Summary

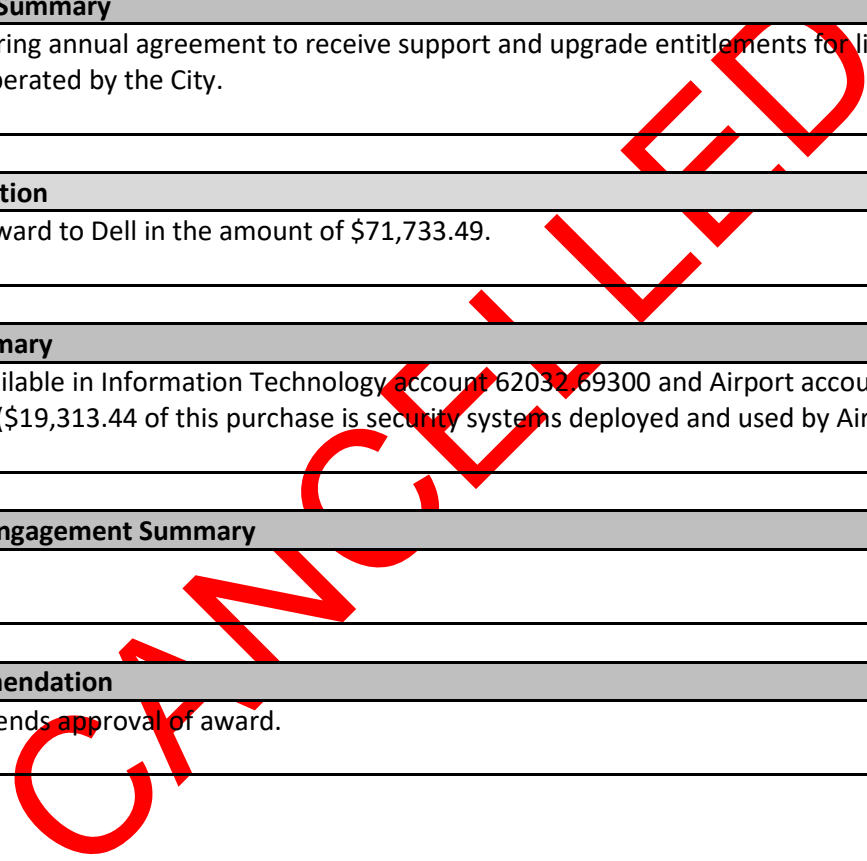
Funding is available in Information Technology account 62032.69300 and Airport account 54110.51980 (\$19,313.44 of this purchase is security systems deployed and used by Airport).

## Community Engagement Summary

N/A

## Staff Recommendation

Staff recommends approval of award.



Bid No. 7442 IT Security Subscription and Maintenance  
Opened 4:00 p.m., January 11, 2023

To be awarded as one lot DELL FINANCIAL

Line 1 Term date January 6, 2023 to  
February 4, 2023, per specifications

1 yr	
Unit Price	\$47,609.160
Extended Price	47,609.16

Line 1 Term date January 6, 2023 to  
February 4, 2023, per specifications

1 yr	
Unit Price	\$24,124.330
Extended Price	24,124.33

Bid Total 71,733.49

Award by Vendor \$ 71,733.49  
City Round Rock, TX

# Amarillo City Council Agenda Transmittal Memo



ITEM 2N

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Parks and Recreation		
<b>Contact</b>	Michael Kashuba, Director of Parks and Recreation		

**Agenda Caption**

Purchase – Fertilizer through “Bid 7408 – Fertilizer Contract”  
Award to low responsive bidders as follows:

SKRT.INC DBA Pro Chem - Line(s) Item – 3,6,7,9	\$145,310.13
Harrell’s LLC - Line(s) Item – 2,4,5,8	\$25,627.60
Justin Seed Line(s) Item – 1	\$45,733.00
 Total Award	 \$216,670.73

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

**Agenda Item Summary**

Award of annual contract for fertilizer used by Park Maintenance, Ross Rogers Golf Complex, Comanche Trail Golf Complex in the maintenance of turf areas.

**Requested Action**

Approval and authorization for City Manager to execute agreement.

**Funding Summary**

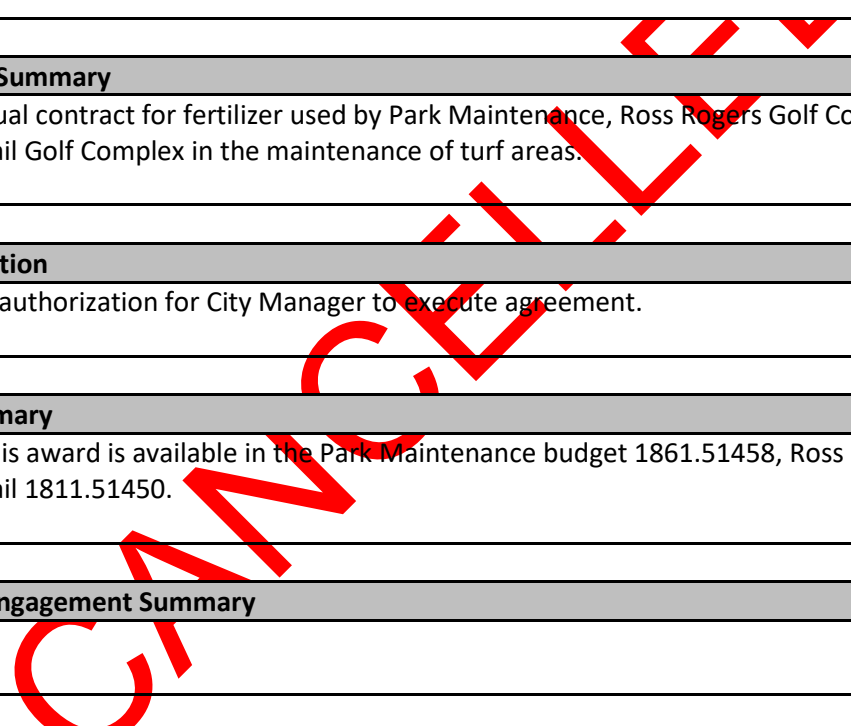
Funding for this award is available in the Park Maintenance budget 1861.51458, Ross Rogers and Comanche Trail 1811.51450.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Parks and Recreation Administration are recommending approval and award of the annual fertilizer program for Ross Rogers and Comanche Trail Golf Complexes as well as the Park Maintenance Division.





Bid No. 7408 FERTILIZER ANNUAL CONTRACT  
 Opened 4:00 p.m. January 13, 2022

To be awarded by line item.	HARRELL'S LLC	JUSTIN SEED	SKRT INC DBA PRO CHEM	TURFCARE OF TEXAS
Line 1 1000 lb all season, per specifications 100 bc				
Unit Price	\$550.000	\$457.330	\$554.110	
Extended Price	55,000.00	45,733.00	55,411.00	
Line 2 50 lb bags micro green plus 2% iron, per specifications 80 bc				
Unit Price	\$50.000			
Extended Price	4,000.00			
Line 3 1000 lb bags Nitrogen Source to Ammonium Sulfate and Potassium source to be Sulfate of Potash, per specifications 95 bc				
Unit Price	\$1,250.000		\$983.530	
Extended Price	118,750.00		93,435.35	
Line 4 2.5 Gallon Jug Growth Products, Harrells, Griggs, Floratine, per specifications 20 jg				
Unit Price	\$83.100			\$270.000
Extended Price	1,662.00			5,400.00
Line 5 Potassium Silicate 2.5 gallon jug growth products Harrells, Griggs, Floratine, per specifications 20 jg				
Unit Price	\$44.280			\$220.000
Extended Price	885.60			4,400.00

To be awarded by line item. HARELL'S LLC JUSTIN SEED SKRT INC DBA PRO CHEM TURFCARE OF TEXAS

Line 6 Greens Grade 50 lb Bag or Equal, per specifications 120 BC	Unit Price \$45.000	5,400.00	\$35.470	4,256.40
	Extended Price			

Line 7 Protene Turf-GYP, 50 lb Bags or Equal, per specifications 120 bc	Unit Price \$23.000	2,760.00	\$19.800	2,376.00
	Extended Price			

Line 8 With Confront 2.00 lb Bags, per specifications 12 bc	Unit Price \$1,590.000	19,080.00	\$1,488.760	17,865.12
	Extended Price		*Did Not Meet Specs*	

Line 9 2,000 lb Bags, Nitrogen Source to Be Ammonium Sufate Potassium Source to Be Sulfate of Potash, Minimum 7% Iron, Minimum 3% Manganese, per specifications 23 bc	Unit Price \$2,500.000	57,500.00	\$1,967.060	45,242.38
	Extended Price			

Bid Total	265,037.60	45,733.00	218,586.25	9,800.00
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Award by Vendor	\$25,627.60	\$45,733.00	\$145,310.13
City	Gail, TX	Justin, TX	Amarillo, TX

# Amarillo City Council Agenda Transmittal Memo



ITEM 20

<b>Meeting Date</b>	January 10, 2023	<b>Council Priority</b>	Fiscal Responsibility
<b>Department</b>	Purchasing		
<b>Contact</b>	Trae Kepley, Purchasing Agent		

### Agenda Caption

#### CONSIDER AWARD – ANNUAL PRINTING SERVICES CONTRACT

Award to: Zip Print – Not to exceed \$100,000.00

This award is to approve an annual contract for Printing Services to be utilized by various City departments.

### Agenda Item Summary

Award of Annual Printing Contract for the various printing needs of City of Amarillo departments. Contract terms: (1) year contract with (4) year additional (1) year renewal options if agreeable by both parties.

### Requested Action

Council consideration and approval of the City of Amarillo Annual Contract for Printing Needs.

### Funding Summary

Funding is budgeted in several department accounts.

### Community Engagement Summary

N/A

### Staff Recommendation

City staff's recommendation is for City Council's approval and award of contract.

**CANCELLED**

**RFP 02-23 PRINTING NEEDS FOR THE CITY OF AMARILLO ANNUAL CONTRACT**

Preliminary Compilation of Points Evaluation Criteria Ranking	Qualifications and Experience:	Proposed Services:	Rates and Expenses:	References:	Points Possible	Total Points Possible	Ranking	Comments
Vendor	105	60	90	45	45	300		
ZIP PRINT	102	58	90	15	15	265		
						0		
						0		
						0		
						0		
						0		
<b>Date: 1/5/2023</b>								

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Fiscal Responsibility
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<b>Department</b>	City Manager’s Office Laura Storrs, Assistant City Manager
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**Agenda Caption**

RESOLUTION – APPROVING FUNDING FOR THE FISCAL YEAR 2022/2023 OPERATING BUDGET FOR TRANSFORMATION PARK  
(Laura Storrs, Assistant City Manager)

This resolution approves City funding for the 2022/2023 budget for Transformation Park. The City Council has approved a total of \$5 million in funding for the construction and operating costs associated with providing services to the homeless through a day center and a night center that Transformation Park will operate.

**Agenda Item Summary**

This resolution approves funding for the 2022/2023 operating budget for Transformation Park. Transformation Park is a non-profit entity that will operate a City facility to provide day and night services to the homeless in our community.

**Requested Action**

Council consideration and approval of the resolution.

**Funding Summary**

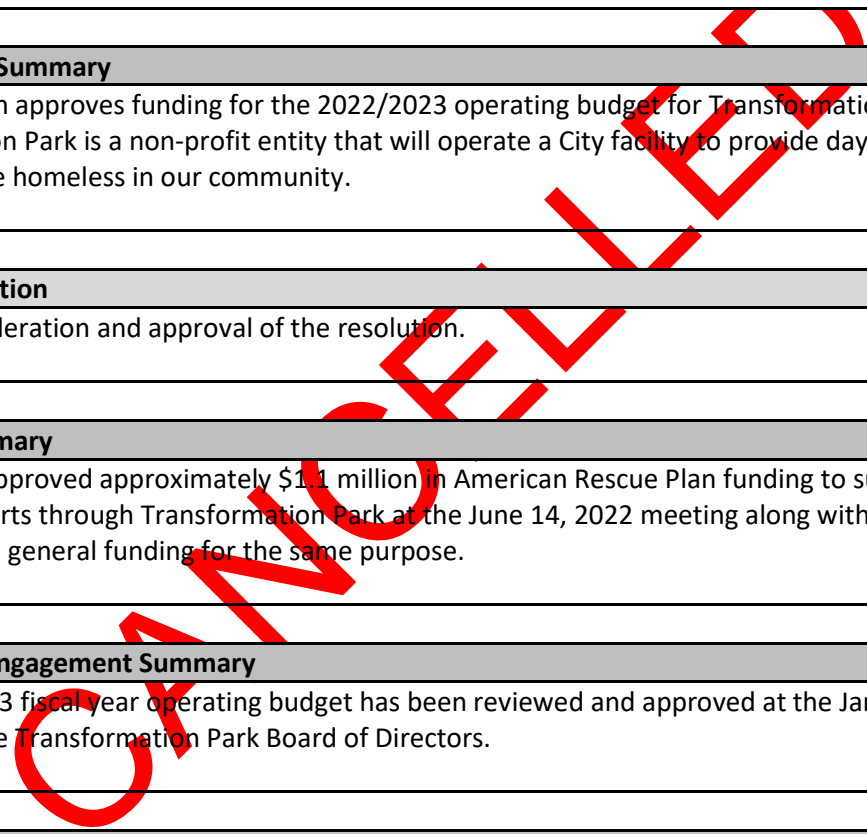
City Council approved approximately \$1.1 million in American Rescue Plan funding to support homeless efforts through Transformation Park at the June 14, 2022 meeting along with approximately \$3.9 million in general funding for the same purpose.

**Community Engagement Summary**

The 2022/2023 fiscal year operating budget has been reviewed and approved at the January 17, 2023 meeting of the Transformation Park Board of Directors.

**Staff Recommendation**

Staff recommendation is to approve the resolution.



RESOLUTION NO. 01-24-23-1  
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:  
APPROVING THE PROPOSED OPERATING BUDGET FOR  
THE FISCAL YEAR 2022-2023 FOR TRANSFORMATION  
PARK.

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WHEREAS, the Amarillo City Council has approved a total of 5 million in funding for the construction and operation a center for providing services to the homeless; and

WHEREAS, Transformation Park is a nonprofit entity that will operate the City facility to provide day and night services to the homeless in our community; and

WHEREAS, the Board of Directors of Transformation Park has prepared, approved, and submitted a proposed budget; and

WHEREAS, the Amarillo City Council finds that the operation of a facility to serve the homeless serves a public purpose and that the proposed budget is in order and should be approved;

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

SECTION 1. That the Proposed Budget for Fiscal year 2022-2023 of the Transformation Park, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 24th day of January, 2023.

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

ATTEST:

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

APPROVED AS TO FORM

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

**CANCELLED**

**TRANSFORMATION PARK**  
**ESTIMATED RECEIPTS, EXPENDITURES & AVAILABLE CASH**  
*(eDocs #4897183)*

	<b>2022/23 Approved Budget</b>
<b>Available Funds, beginning of year</b>	\$ -
<b>Add Revenues:</b>	
Operating Income	<u>352,000</u>
<b>Available Resources</b>	<u>352,000</u>
<b>Deduct Operating Expenditures:</b>	
Personal Services	174,800
Supplies	31,300
Contractual Services	32,500
Other Charges	<u>42,000</u>
<b>Total Expenditures</b>	<u>280,600</u>
<b>Available Funds, end of year</b>	71,400
<b>Less Reserves:</b>	
Operating Reserve (3 months expenditures)	<u>(70,150)</u>
<b>Adjusted Available Funds, end of year</b>	<u><u>\$ 1,250</u></u>

CANCELLED

**Transformation Park  
Budget 2022/23**

**Approved  
Budget  
2022/23**

**Beginning Cash**

-

**Revenue**

Hillside Contribution	167,000
City of Amarillo Contribution	180,000
Donations	-
Interest Earnings	5,000
Other Income	
<b>TREVENUE Total Revenues</b>	<b>352,000</b>

**Expenditures**

Salaries & Benefits	174,800
Office Expense	10,000
Internet	1,800
Office Equipment (Computers, Printers, Copiers etc)	12,000
Office Furniture	7,500
Postage	500
Advertising	1,000
Dues	1,000
Professional	25,000
Audit Fee	5,000
Insurance and Bonds	5,000
Printing and Binding	2,500
Travel	3,000
Meals and Local	12,000
Buisness/Programming/Job Training (Equipment, etc)	7,500
Volunteer Costs/Appreciation	12,000
<b>Total Recurring Expenses</b>	<b>280,600</b>

**Ending Cash**

**71,400**

***Targeted Reserves***

<i>90 days operating reserve</i>	70,150
<b><i>Targeted Reserves</i></b>	<b>70,150</b>



# Amarillo City Council Agenda Transmittal Memo



Meeting Date	January 24, 2023	Council Priority	Economic Development/Redevelopment
Department	City Manager's Office		
Contact	Andrew Freeman, Assistant City Manager		

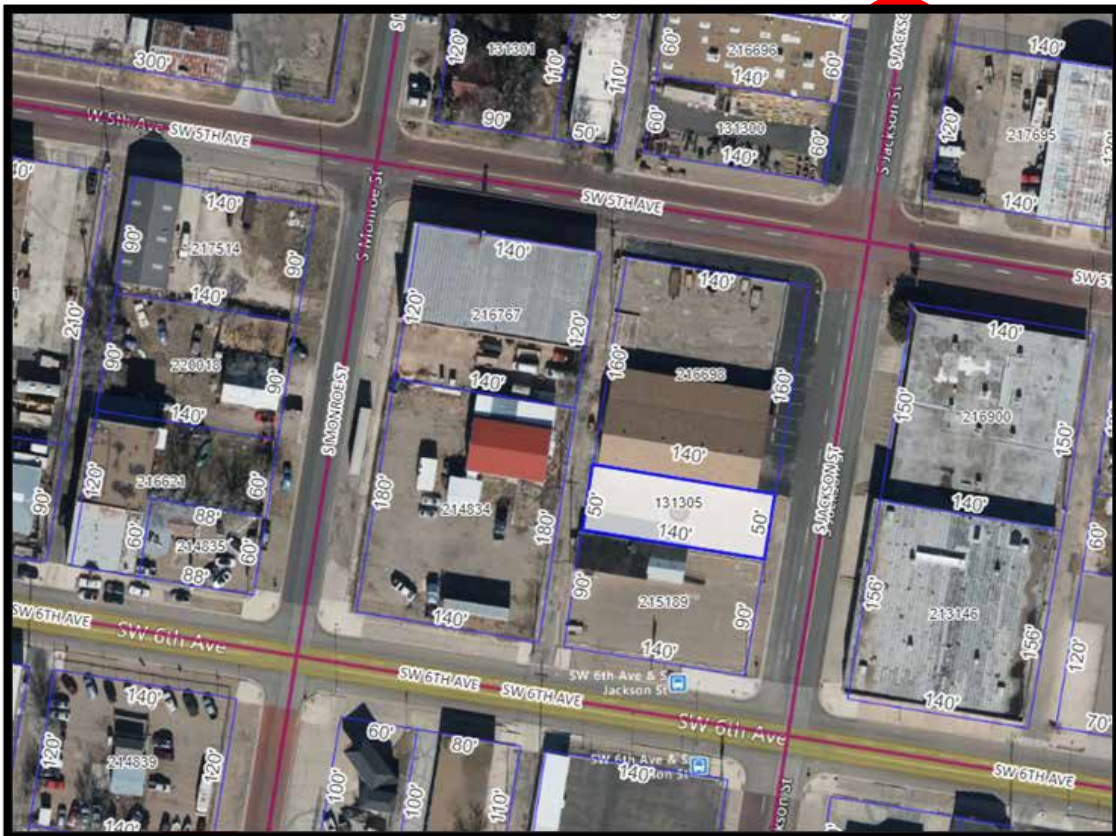
**Agenda Caption**

CONSIDER SALE OF CITY PROPERTY LOCATED AT 512 S. JACKSON STREET:

This item authorizes the City Manager to execute a contract and other necessary documents for the sale of city land located at 512 S. Jackson Street. The sale price for this property is \$26,500 minus closing costs.

**Agenda Item Summary**

This item is to consider approval of the sale of a 0.16-acre tract of excess city land. Four offers were received on the property after listing it for the required 30 days at a list price of \$25,000. The highest offer was \$26,500 by David Elizade.



**Requested Action**

Approve as presented.

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

City Staff is recommending approval of the sale of land 512 S. Jackson Street in the amount of \$26,500.



### COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2022

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

Seller: City of Amarillo  
Address: City of Amarillo PO BOX 1971, Amarillo, TX 79105-1971  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Fax or Other: \_\_\_\_\_

Buyer: David Elizalde  
Address: 17512 SE 16th, Amarillo, TX 79102  
Phone: 806-681-2418 E-mail: david.elizalde@att.net  
Mobile: 806-681-2418 Fax or Other: \_\_\_\_\_

2. **PROPERTY:**

A. "Property" means that real property situated in Potter County, Texas  
at 512 S Jackson St, Amarillo, TX 79101 (address)  
and that is legally described on the attached Exhibit \_\_\_\_\_, or as follows:  
GLIDDEN & SANBORN LOTBLOCK 0066 S 20FT OF 6 AND ALL OF 7

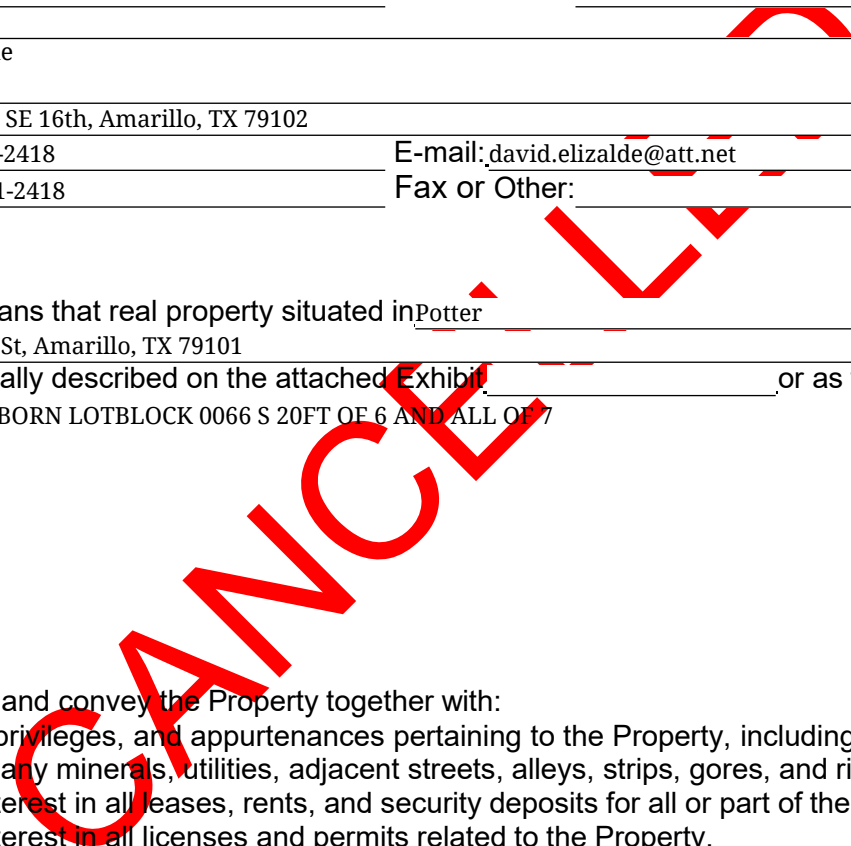
B. Seller will sell and convey the Property together with:  
(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;  
(2) Seller's interest in all leases,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

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:  
(1) Cash portion payable by Buyer at closing ..... \$ 26,500.00  
(2) Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_  
(3) Sales price (sum of 3A(1) and 3A(2)) ..... \$ 26,500.00





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

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

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

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

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

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

(iii) \_\_\_\_\_

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

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

A. Third Party Financing: One or more third party loans in the total amount of \$\_\_\_\_\_. This contract:

- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$\_\_\_\_\_.

C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$\_\_\_\_\_.

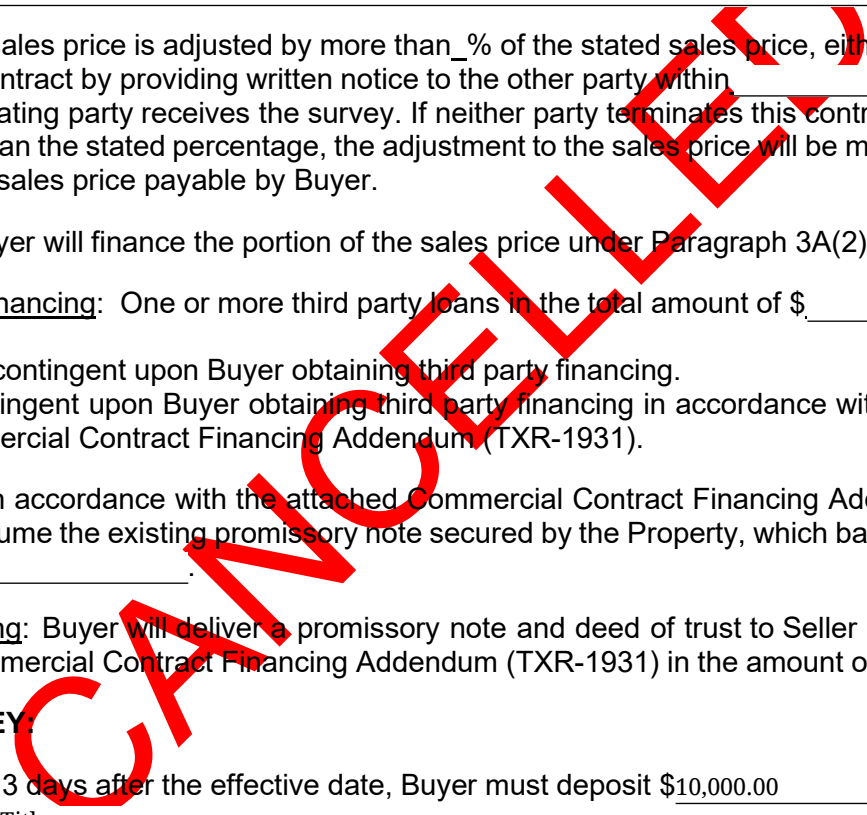
5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$10,000.00 as earnest money with Lighthouse Title (title company) 7719 Hillside, 300, Amarillo, TX 79119 (address) Katelyn Johnson (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$\_\_\_\_\_ with the title company to be made part of the earnest money on or before:

- (i) \_\_\_\_\_ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) \_\_\_\_\_.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.



C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY AND SURVEY:**

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:  
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and  
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.

(3) Within \_\_\_\_\_ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within \_\_\_\_\_ days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \_\_\_\_\_ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company,  Seller  Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party \_\_\_\_\_ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

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

(1) Within \_\_\_\_\_ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy

  
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at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

**7. PROPERTY CONDITION:**

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

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

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

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

(b) Not later than 3 days after the effective date, Buyer must pay \$ \_\_\_\_\_ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of \_\_\_\_\_ days by delivering \$ \_\_\_\_\_ to the title company as additional earnest money.

(a) \$ \_\_\_\_\_ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or  \$\_\_\_\_\_ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

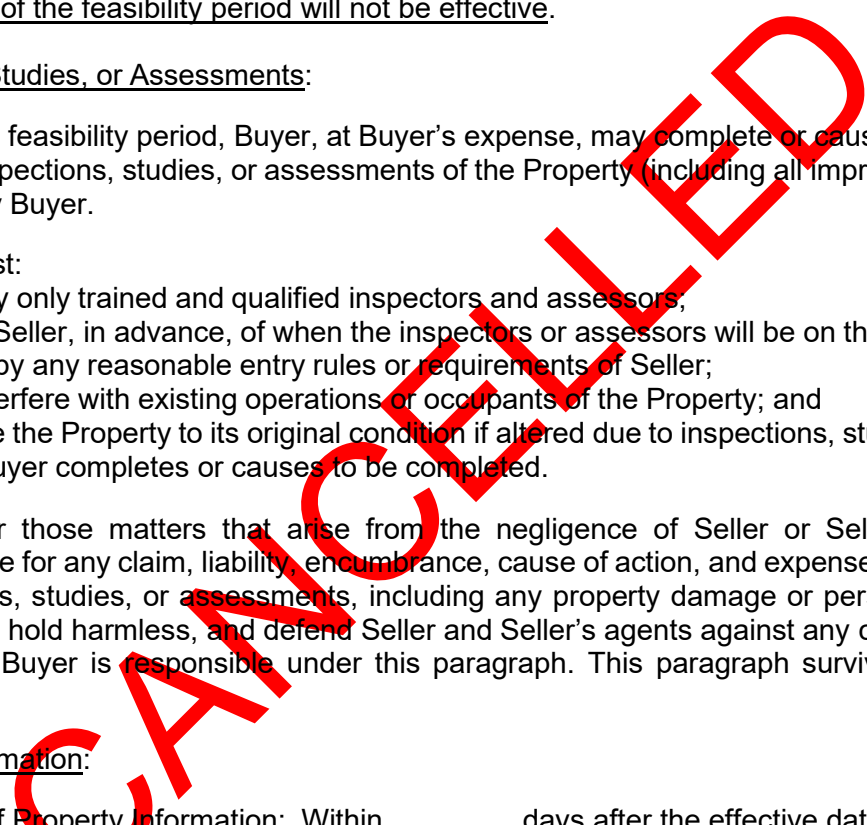
D. Property Information:

(1) Delivery of Property Information: Within \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: (Check all that apply.)

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

[Initials]

[Signature]



(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

**8. LEASES:**

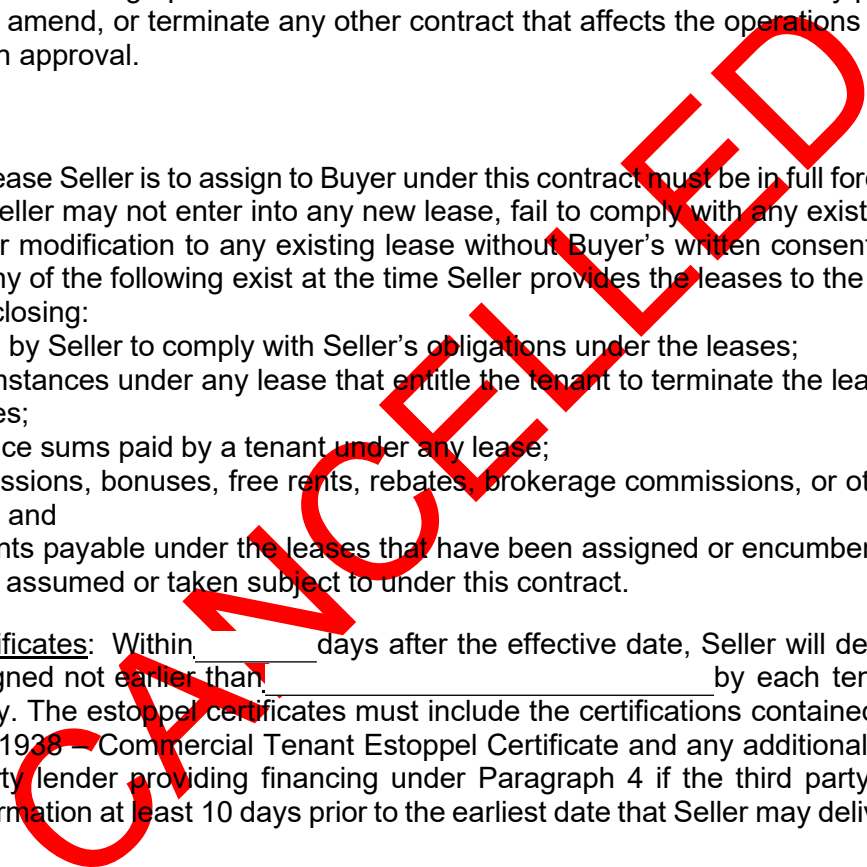
A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

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

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

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<i>RT</i>	
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**9. BROKERS:**

A. The brokers to this sale are:

**Principal Broker:** Gaut-Whittenburg-Emerson

**Cooperating Broker:** ThomasonScott, LLC

Commercial Real Estate

Agent: Ben Whittenburg

Agent: Rick Thomason

Address: 600 S Tyler  
Amarillo, TX 79101

Address: 3335 Bell  
Amarillo, TX 79106

Phone & Fax: 806-373-3111

Phone & Fax: 806-584-6367

E-mail: ben@gwamarillo.com

E-mail: rick@thomasonscott.com

License No.: \_\_\_\_\_

License No.: 0286121

Principal Broker: *(Check only one box)*  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*  
*(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)*

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

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:  
 3 % of the sales price.  
 \_\_\_\_\_

Cooperating Broker a total cash fee of:  
 3 % of the sales price.  
 \_\_\_\_\_

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

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

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

**10. CLOSING:**

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1)  \_\_\_\_\_ days after the expiration of the feasibility period.  
 01/16/2023 *(specific date)*.  
 \_\_\_\_\_

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.



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

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

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

**13. SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
  - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
  - (2) release of Seller's loan liability, if applicable;
  - (3) tax statements or certificates;
  - (4) preparation of the deed;
  - (5) one-half of any escrow fee;
  - (6) costs to record any documents to cure title objections that Seller must cure; and
  - (7) other expenses that Seller will pay under other provisions of this contract.
  
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
  - (1) all loan expenses and fees;
  - (2) preparation of any deed of trust;
  - (3) recording fees for the deed and any deed of trust;
  - (4) premiums for flood insurance as may be required by Buyer's lender;
  - (5) one-half of any escrow fee;
  - (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:**

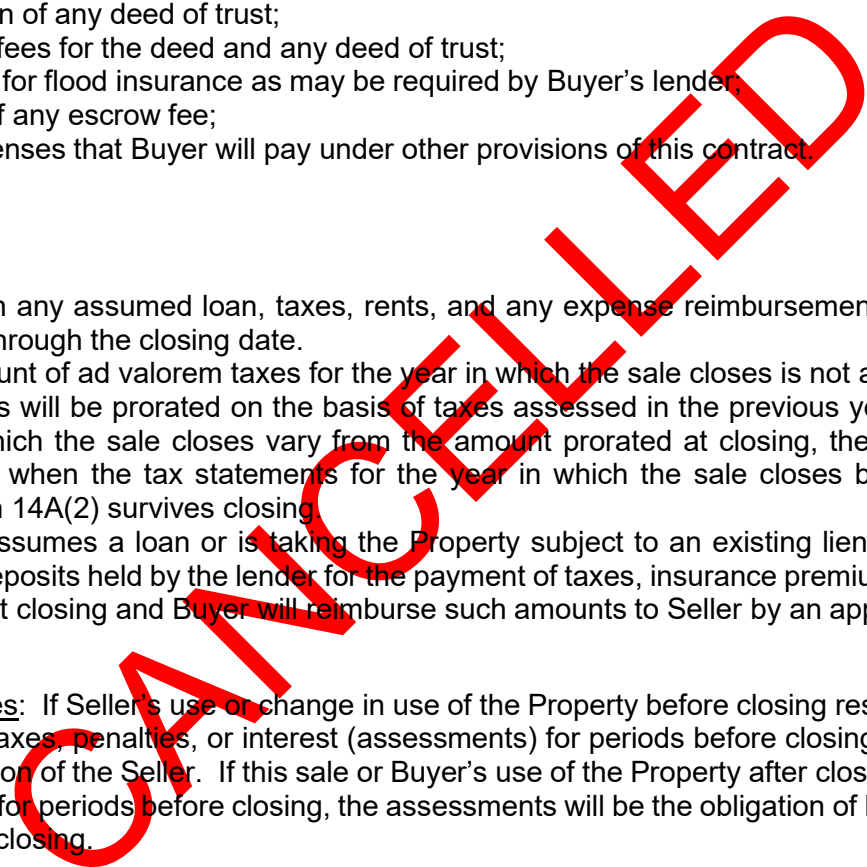
- A. Prorations:
  - (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
  - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
  - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
  
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
  
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

**15. DEFAULT:**

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except

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for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue, or  
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

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

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

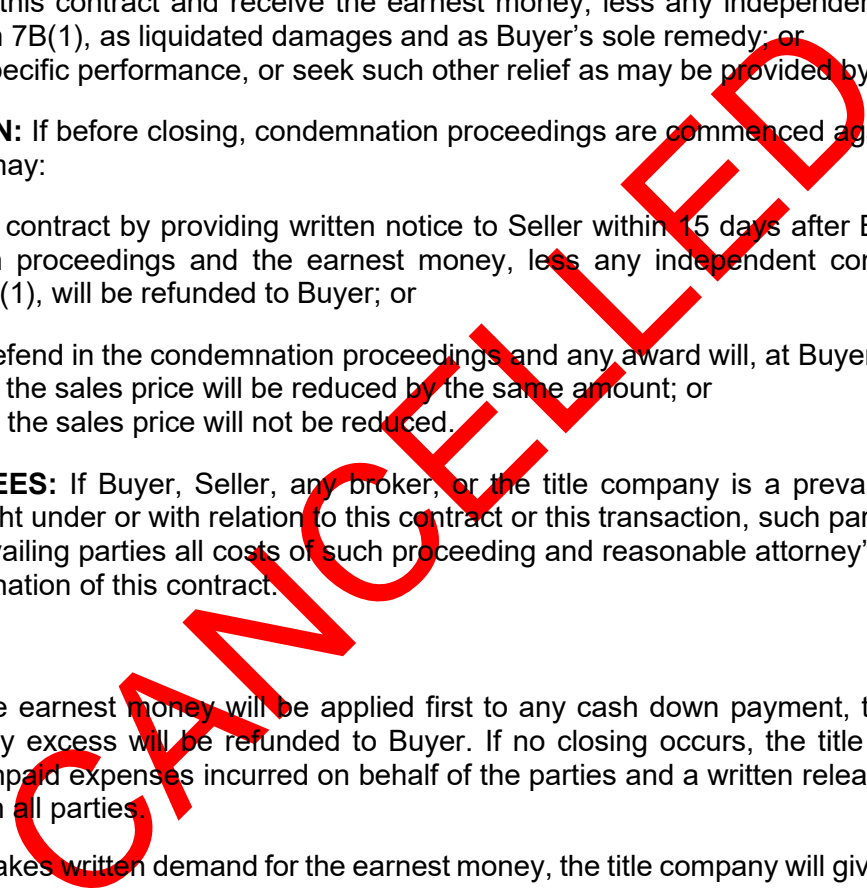
**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable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

**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G.  Seller  Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

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

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

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

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

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

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall

not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955 PID); and
- (11)

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

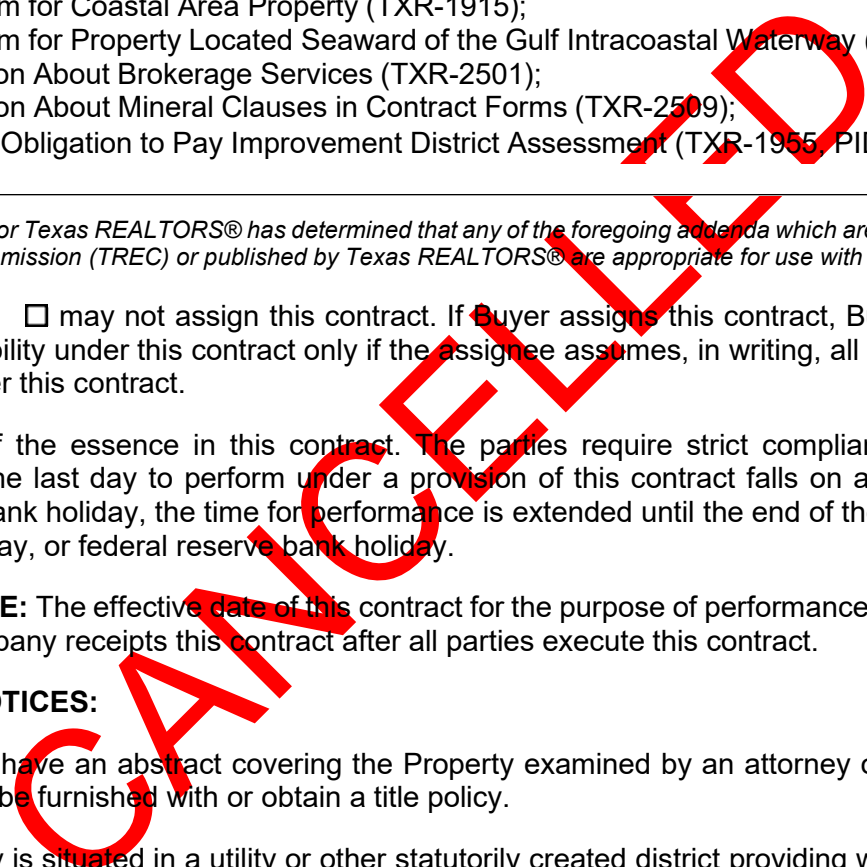
E. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

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

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

**25. ADDITIONAL NOTICES:**

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



execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.” The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment’s normal operating level, Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

\_\_\_\_\_.

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

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

**Seller:** \_\_\_\_\_ **Buyer:** David Elizalde

**By:** \_\_\_\_\_ **By:** David's Electric

By (signature): \_\_\_\_\_

By (signature): David Elizalde dotloop verified 12/30/22 10:28 AM CST HDCA-ESST-AMBI-SACE

Printed Name: City of Amarillo

Printed Name: David Elizalde

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

Title: Owner

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

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

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

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

**CANCELLED**

### AGREEMENT BETWEEN BROKERS

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

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

- \$ \_\_\_\_\_, or
- 3 % of the sales price, or
- \_\_\_\_\_ % of the Principal Broker's fee.

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

Principal Broker: Gaut-Whittenburg-Emerson  
600 S Tyler  
Amarillo, TX 79101

Cooperating Broker: ThomasonScott, LLC  
3335 Bell  
Amarillo, Tx 79106

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

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

### ATTORNEYS

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

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

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

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

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

### ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day \_\_\_\_\_ (effective date);
- B. earnest money in the amount of \$10,000.00 in the form of \_\_\_\_\_ on \_\_\_\_\_.

Title company: Lighthouse

Address: 7719 Hillside, 300, Amarillo, TX 79119

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

Phone & Fax: 806-337-0126

Assigned file number (GF#): \_\_\_\_\_

E-mail: katelyn@lighthousetitleco.com



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Economic Development/ Redevelopment (Non-Consent)
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<b>Department</b>	Planning Department	<b>Contact Person</b>	Emily Koller, Assistant Director of Planning
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**Agenda Caption**

CONSIDERATION OF RESOLUTION NO. 01-24-23-2

Recognizing the Barrio Neighborhood Planning Committee, or BNPC, as the Recognized Neighborhood Association for the Barrio Neighborhood.

**Agenda Item Summary**

City Council established the Recognized Neighborhood Association program in August 2022 to formally recognize the partnership between the City and the neighborhood associations for coordination on neighborhood plan projects and other initiatives related to the plan areas.

In order to become a Recognized Neighborhood Association (RNA), the ordinance requires that neighborhood groups meet certain eligibility criteria that ensures that they are running transparent, organized associations that are open to all residents, business owners, and property owners within their boundaries. They must demonstrate their eligibility through an application process and are then Recognized by a resolution adopted by City Council. The program also states ongoing responsibilities for both Planning staff and neighborhood associations including a project submittal process.

Neighborhood groups who represent their purpose as implementation of the adopted neighborhood plan are required to become Recognized. The Barrio Neighborhood Planning Committee has met the eligibility criteria and the organization is recommended to become Amarillo’s second Recognized Neighborhood Association.

**Requested Action**

Approval of the resolution.

**Funding Summary**

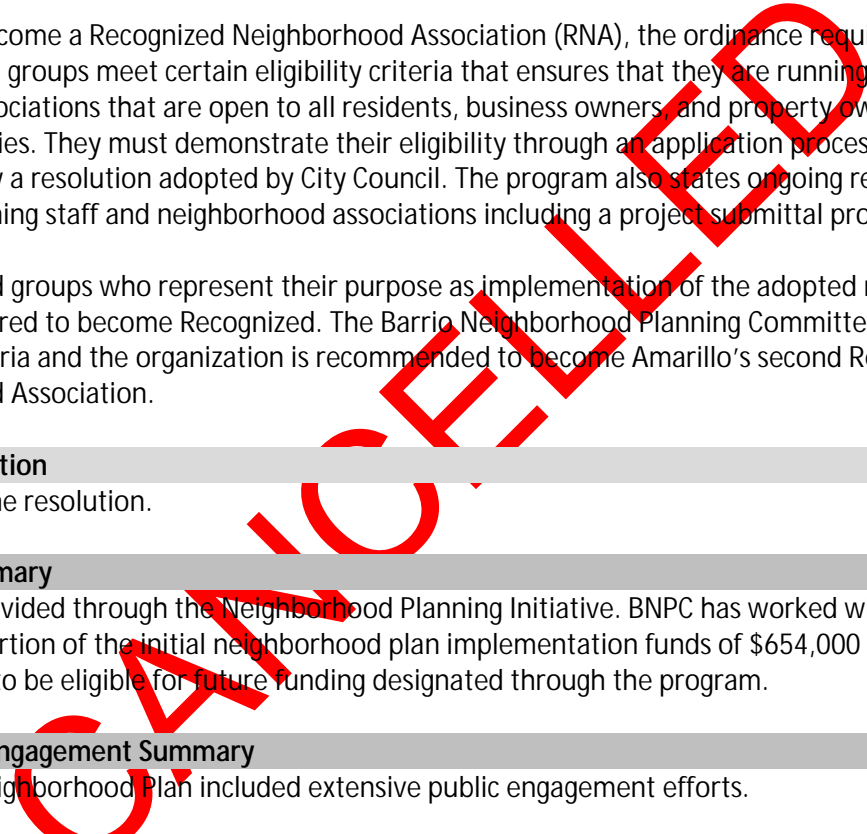
Funding is provided through the Neighborhood Planning Initiative. BNPC has worked with the City to allocate its portion of the initial neighborhood plan implementation funds of \$654,000 and as an RNA, will continue to be eligible for future funding designated through the program.

**Community Engagement Summary**

The Barrio Neighborhood Plan included extensive public engagement efforts.

**Staff Recommendation**

Staff recommends approval as presented.



**RESOLUTION NO. 01-24-23-2**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO RECOGNIZING THE BARRIO NEIGHBORHOOD PLANNING COMMITTEE, OR BNPC, AS THE RECOGNIZED NEIGHBORHOOD ASSOCIATION FOR THE BARRIO NEIGHBORHOOD; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented evidence that the City’s adopted Neighborhood Plans rely on voluntary organizations to actively engage in improving the quality of life in their neighborhoods and bear significant responsibility in the implementation of the neighborhood plan projects;

**WHEREAS**, the City Council desires to formalize and clarify the ongoing implementation partnership between the City and neighborhoods with adopted plans;

**WHEREAS**, the City Council established a neighborhood association recognition program that provides a standardized policy and sets forth the association’s responsibilities and benefits;

**WHEREAS**, the City Council adopted the Barrio Neighborhood Plan as an amendment to the Amarillo Comprehensive Plan on March 27, 2018; and,

**WHEREAS**, the Barrio Neighborhood Planning Committee has demonstrated it meets the requirements of the standardized policy to represent the Barrio Neighborhood and desires to represent the neighborhood as the official partner for plan implementation.

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

**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 Resolution as if copied in their entirety.

**SECTION 2.** The City Council finds that the Barrio Neighborhood Planning Committee (“BNPC”) meets the requirements of Ordinance No. 8001, attached hereto and incorporated herein, which designates eligibility criteria for recognition of a Neighborhood Association, to represent the Barrio Neighborhood and will represent the neighborhood as the official partner for plan implementation.

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

**SECTION 4.** This Resolution shall be effective on and after its adoption.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, this 24th day of January 2023.

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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

**CANCELLED**

# Amarillo City Council Agenda Transmittal Memo



ITEM 3B

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Fiscal Responsibility
<b>Department</b>	Finance		
<b>Contact</b>	Matthew Poston, Director of Finance		

## Agenda Caption

CONSIDER AWARD – CONTRACT FOR PROJECT MANAGEMENT SERVICES FOR THE IMPLEMENTATION OF PAYMENTUS SOLUTION AND UTILITY BILLING CUSTOMER INFORMATION SYSTEM SELECTION:

Award to: BerryDunn – Not to Exceed \$469,438.00

This item considers the award of a contract to BerryDunn, in an amount not to exceed \$469,438 over the term of the project, for full project management services for the implementation of the new online customer-facing payment portal, Paymentus, and for assistance in evaluation and system selection for a new utility billing software system.

## Agenda Item Summary

Award of a contract for full project management services for the implementation of the new online customer-facing payment portal, Paymentus, and for assistance in evaluation and system selection for a new utility billing software system. The purchase will be made utilizing TIPS Contract #200105

## Requested Action

Approval

## Funding Summary

Funding for this award is available in the ERP Project account that was funded by the annual capital budget in fiscal year 2020/2021 and fiscal year 2021/2022. Job #411486. Additional funding is available in the Utility Billing Software Selection account that was funded in fiscal year 2022/2023. Job #523683.

## Community Engagement Summary

Initial engagement with city staff

## Staff Recommendation

Approval

# Amarillo City Council Agenda Transmittal Memo



ITEM 3C

<b>Meeting Date</b>	January 24, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Parks and Recreation		
<b>Contact</b>	Michael Kashuba, Director of Parks and Recreation		

## Agenda Caption

CONSIDER LEASE OF RICK KLEIN BASEBALL COMPLEX AND THE SOUTHWEST SOFTBALL COMPLEX IN JOHN STIFF MEMORIAL PARK TO THE TEXAS PANHANDLE YOUTH SPORTS FOUNDATION

## Agenda Item Summary

This item considers the lease of Rick Klein Baseball Complex and the Southwest Softball Complex in John Stiff Memorial Park to the Texas Panhandle Youth Sports Foundation.

## Requested Action

Consider approval of a lease with the Texas Panhandle Youth Sports Foundation for the lease of Rick Klein Baseball Complex and the Southwest Softball Complex in John Stiff Memorial Park.

## Funding Summary

n/a

## Community Engagement Summary

n/a

## Staff Recommendation

Staff recommends approval of award.

**CANCELLED**

**LEASE AGREEMENT**

This Lease Agreement (“Lease” or “Agreement”) is entered into between the City of Amarillo (“LESSOR”) and Texas Panhandle Youth Sports Foundation (“LESSEE”).

1. **Premises:** LESSOR hereby leases to LESSEE upon the terms, conditions, and provisions below, the facility known as Rick Klein Baseball Fields located at 3901 S. Grand Street, Amarillo, Randall County, Texas, and the facility known as Southwest Softball Complex in John Stiff Memorial Park located at SW 48<sup>th</sup> Avenue and Shoshone Trail, Amarillo, Randall County, Texas, all described in Attachment A attached to and made a part of this Lease (“Leased Premises” or “Premises”).
  - a. **Concession Stands:** Beginning April 12, 2023, the Premises will include the concession stands, and LESSEE will have the food and beverage concession rights, as further described in Section 19 below.
  - b. **Option:** LESSOR hereby grants to LESSEE an option for the entire term of this Lease to lease, under the terms and conditions of this LEASE, the additional property located near the Rick Klein Baseball Fields, described in Attachment B attached to and made a part of this Lease (“Option Property”). LESSEE shall exercise its option by giving to LESSOR 30 days’ written notice and obtaining LESSOR’s approval of a master plan for LESSEE’s use and improvement of Option Property.
  - c. **Additional Field Rentals:** Additional field rentals may be available to LESSEE in accordance with LESSOR’s normal field rental policies and procedures.
2. **Term:** The term of this LEASE shall be for an initial term of ten years (the “Initial Term”) commencing on \_\_\_\_\_, 2023 (the “Effective Date”) and ending at 11:59 PM on \_\_\_\_\_, 2033 unless sooner terminated as provided in Section 9 below. After the Initial Term, the Lease will automatically renew for a single five-year term (“Renewal Term”) unless either party terminates the Lease by providing at least 90 days’ written notice of termination to the other party prior to the end of the Initial Term.
3. **Rent:** LESSEE agrees to pay as consideration an annual rent of \$1.00 to be paid 30 days in advance of the anniversary of the Effective Date.
4. **Use of Premises:** LESSEE will use and maintain the Premises primarily as a baseball field for recreational and competitive youth and adult sport purposes, including but not limited to baseball, softball, and various ancillary events. With the prior approval of LESSOR, LESSEE may also use the Premises for other recreational purposes not inconsistent with the mission of the Parks and Recreation Department.
5. **Utilities:** The parties will be responsible for the utility services on the Premises as follows:

LESSOR	LESSEE
Water and Sewer	Electricity
Drainage	Gas
Garbage Service	Internet (if applicable)
	Phone (if applicable)
	Cable (if applicable)

6. **Insurance:** LESSEE'S Coverage – LESSEE will keep and maintain in full force and effect the following coverage:
- a. **Property Insurance:** At all times during the term of the Lease, LESSEE will keep and maintain all of LESSEE's personal property located on the Premises insured against loss.
  - b. **Commercial General Liability:** LESSEE will maintain in force during the term of this Lease Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence covering personal injury, including death, and property damage. This insurance is to be carried by an insurance company duly authorized or admitted to transact business in Texas and approved by LESSOR. The insurance policy must note LESSOR and LESSEE as named insureds.
  - c. **Statutory Workers Compensation:** In lieu of that coverage, LESSOR will accept appropriate occupational injury insurance protecting the agents and employees of LESSEE. Such coverage shall be issued by a company holding A.M. Best rating of B+ or better and shall include, at a minimum:
    - i. \$5,000,000 legal liability to protect the employer;
    - ii. \$1,000,000 medical and disability limit per person / \$5,000,000 limit per occurrence; and
    - iii. Waiver of subrogation in favor of LESSOR.
7. **Maintenance and Repairs:** Maintenance and repairs will be divided by the parties as shown on Attachment C attached to and made a part of this Lease. In accordance with Attachment C, the parties will, at their sole cost and expense, keep and maintain the Premises in good order and condition and will make all reasonable repairs and replacements necessary to the upkeep and maintenance of the Premises so that it remains in as good a condition as it was when received, subject to reasonable wear and tear.
8. **Alterations and Improvements:**
- a. LESSOR will at their own cost and expense install new lighting as approved by the Amarillo City Council on October 11, 2022.
  - b. LESSEE will not make any alterations, additions, or improvements to the Premises without prior written consent of LESSOR. Consent for alterations, additions, or improvements will not be unreasonably withheld by LESSOR. LESSEE will maintain and repair all alterations and improvements assigned to LESSEE in Attachment C. All approved work performed by or on behalf of LESSEE with respect to the Premises will be performed so as to not alter the exterior appearance of the building, will be performed so as not to adversely affect the structure or safety of the building, and will comply with applicable building safety, fire, and other applicable governmental codes and regulations and insurance requirements. Such approved alterations, additions, or improvements will be completed promptly and in a good workmanlike manner and shall be performed in such a manner

that no valid mechanic's, materialman's, or other liens are attached to the Premises. In no event will LESSEE permit or be authorized to permit any such liens (valid or alleged) or other claims to be asserted against LESSOR or LESSOR's rights, estates, or interest with respect to the Premises.

9. **Termination:** LESSEE may terminate this Lease at any time upon 90-days' written notice to LESSOR. LESSOR reserves the right to terminate this Lease upon 90-days' written notice to LESSEE if, at LESSOR's sole discretion, LESSOR determines:

- a. That LESSEE has materially breached the terms of this Lease and has not cured the breach within ten days of receiving a written notice of breach from LESSOR; or
- b. That LESSOR desires to use a portion of the Premises for other municipal purposes. In such event, this Lease will terminate only as to the portion to be so used by LESSOR. Provided, however, that a termination under this subsection shall not affect this Lease or LESSEE's right to continue the possession and enjoyment of any portion not to be used for municipal purposes, to the extent LESSEE's use does not unreasonably interfere with, impede, or obstruct LESSOR's use of the terminated portion of the Premises.

10. **Covenants of LESSEE:** LESSEE does hereby covenant and agree with LESSOR that LESSEE will:

- a. Pay the rent and any taxes specified herein in the full amount specified, at the times, locations, and in the amounts required herein.
- b. Use and occupy the Premises in a careful and proper manner; maintain the Premises in a good condition and state of repair, reasonable wear excepted; not permit or allow waste or damage to occur in, on, or about the Premises; and promptly repair (at LESSEE's expense) any damage to the Premises if caused by LESSEE or its agents', employees', or invitees' active or passive, willful conduct or negligence.
- c. Not occupy the Premises for or allow any unlawful purposes; confirm and obey any present and future requirements, orders, and regulations of governmental authorities or agencies with respect to the use and occupancy of the Premises.
- d. Not assign this Lease or any portion thereof nor sublet the Premises, nor any part thereof, to any party without prior express written consent of LESSOR, which will not be unreasonably withheld.
- e. Not use or occupy the Premises for purposes or reasons not consistent with the express purposes allowed purposes stated in this Lease.
- f. INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY CLAIMS, JUDGMENTS (INCLUDING REASONABLE ATTORNEYS' FEES, COSTS, AND INTEREST), CLAIMS, DAMAGES OF EVERY KIND, OR LIABILITY OF ANY KIND FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE OR LOSS CAUSED AS A RESULT OF THE NEGLIGENCE OF LESSEE OR ITS EMPLOYEES, AGENTS, INVITEES, OR GUESTS.
- g. Return the Premises at the expiration of the term or prior termination of this Lease in as good a condition as received, reasonable wear and tear excepted.



- h. Not create any grant or lien, secured interest, or other encumbrance with respect to the Premises to attach (whether by operation of law or otherwise) without the prior written consent of LESSOR.
  - i. Provide and maintain, at LESSEE's expense, all required insurance coverage specified in Section 6 above.
  - j. Follow LESSOR's fleet maintenance program for any and all of LESSOR's fleet equipment permitted to be used by LESSEE.
11. **Acceptance AS-IS:** LESSEE has been in, on, and about the Premises and has inspected the same and hereby accepts said property for the particular purposes for which LESSEE will utilize the Premises. LESSEE accepts the Premises AS-IS.
12. **Mutual Agreements:** LESSOR and LESSEE mutually agree as follows:
- a. LESSOR and LESSEE will meet at least annually to inspect the Premises and discuss any planned or potential capital improvements.
  - b. LESSOR (by and through its agents and representatives) will have the right at all reasonable times during the term to enter the Premises for the following purposes:
    - i. To inspect the condition and take any actions necessary to repair and maintain the Premises.
    - ii. To determine if LESSEE is performing its obligations under this Lease and to perform the services or take necessary action to preserve, protect, and maintain the Premises.
    - iii. To cure any defaults of LESSEE which LESSOR elects to cure and charge to LESSEE for the cost thereof.
    - iv. To remove any improvements or property placed on the Premises in violation of this Lease.
  - c. No consent, waiver, action, lack of action, either express or implied by LESSOR to or as to any breach or default of these covenants, or any term or provision of this Lease will be deemed or construed as a consent or waiver to any other breach or default or any subsequent act or event of breach or default under this Lease. The acceptance by LESSOR of rent at any time will not be deemed as a waiver or constitute a release as to any breach or default by LESSEE in the obligations, covenants, or terms of this Lease. Failure of LESSOR to complain of any action or non-action as to default, breach, or event will not be deemed to be a waiver, release, or consent to any term or provision of this document unless so stated in writing.
  - d. If, during the term of this Lease, the Premises or any part thereof becomes untenable by decree of public authority due to any cause, LESSOR, at its own discretion, may terminate this Lease without penalty.

- e. All improvements and other property which have been installed on the Premises and permanently affixed shall, upon termination of this Lease, be property of LESSOR and shall not be removed by LESSEE.
  - f. For payments (including but not limited to annual rent and monthly landscape maintenance contract reimbursement) due under this Lease, LESSOR will send monthly invoices to LESSEE for payment. Payments will be made by LESSEE within 30 days of receipt of the invoice. Interest on payments over 30 days past due shall accrue at the rate provided by law.
  - g. If LESSEE retains possession of any part of the Premises after the Term, the LESSEE shall be subject to LESSOR's normal field rental policies and procedures.
  - h. This Lease is subject to an existing lease agreement dated July 2, 2022 between LESSOR and Amarillo College.
13. **Ad Valorem Taxes:** To the extent there will be ad valorem taxes attributable to the Premises or LESSEE's operations as assessed or levied by any ad valorem taxing agency or entity, said amount of ad valorem taxes shall be paid, in full, by LESSEE. Upon receipt of such ad valorem tax assessment or notice, LESSOR will forward such notice or assessment of ad valorem taxes or increase in assessment to LESSEE and LESSEE will be required to remit, in full, said amount to the appropriate taxing agency and/or entities within 30 days of presentment by LESSOR. Upon request, LESSEE will provide a copy of the check evidencing payment in full of such tax assessment. LESSOR will cooperate with LESSEE in LESSEE's efforts, if any, to appeal any such assessment or valuation.
14. **Subrogation:** In the event of loss or damage to the Premises, each party will look first to any insurance in its favor before making any claim against the other party. Each party will obtain for the other a provision permitting waiver of any claim against the other party for loss or damage within the scope of the insurance. In addition, each party and its agents, employees, and guests waives such insurance claims against the other party.
15. **Additional Remedies:** If after this Lease is terminated for any reason, and LESSEE fails to vacate the premises and remove its equipment and property as herein provided, then LESSOR will, after 10 days' written notice to LESSEE, have the right to reenter the Premises, by legal process or otherwise, and to dispose of and remove LESSEE and other occupants and all of their effects not previously removed by them and to hold the Premises as if the Lease had not been made. It is further agreed that the whole amount of the rent and the amount of all taxes, assessments, and charges, and all such reasonable costs and expenses including attorneys' fees which may be incurred by LESSOR in enforcing this Lease will be and are hereby declared to be valid, and LESSEE grants to LESSOR a first lien upon any and all equipment and property located in, on, or about the Premises at the time of reentry by LESSOR, its successors, or assigns. It is expressly understood and agreed, and notice is hereby given, that no transfer, assignment, mortgage, judgment, mechanic's lien, or other lien by or against LESSEE in or on the Premises will in any manner or decree affect the title or interest of LESSOR in the Premises.

16. **Notices:** All notices required under this Lease will be in writing and will be deemed to be properly served when posted by Certified United States mail, postage prepaid, return receipt requested, addressed to the parties to whom directed at the address below or at such other address as may be, from time to time, designated in writing by the party changing such address. For the purposes of this Lease, such addresses shall be as follows:

**LESSEE**

Texas Panhandle Youth Sports Foundation  
Attn: Rob Woods  
PO Box 20559  
Amarillo, TX 79114

**LESSOR**

City of Amarillo  
Attn: Director of Parks and Recreation  
P.O. Box 1971  
Amarillo, TX 79105

17. **Compliance with Laws:** LESSEE agrees to comply with all pertinent laws, ordinances, statutes, and regulations of any governmental body or subdivision, incident to the property, the building, and the Premises and LESSEE's use thereof, including but not limited to, the Americans with Disabilities Act and Title VII of the Civil Rights Act.
18. **Signs and Sponsorships:** LESSEE will have the right and privilege of attaching, affixing, or exhibiting signs on the Premises. Those signs may relate to LESSEE's operations, or they may be paid third-party advertisements. Either way, all signs shall comply with all state and local laws and ordinances, and all signs shall be approved in advance, by LESSOR. LESSEE may also sell other types of sponsorship rights up to but not including facility naming rights.
19. **Concession Rights:** The concession rights granted to LESSEE are subject to the following terms and conditions:
- a. The concession rights include the right to host food trucks within the Premises without the necessity of obtaining additional permits from the Parks and Recreation Department.
  - b. LESSOR grants LESSEE use of all concession equipment owned by LESSOR and which is currently in use at the concession stands. LESSEE will furnish, install, and maintain, at its expense, such additional equipment, furnishings, or physical improvements as LESSEE may deem necessary for LESSEE's operations.
  - c. Maintenance of all equipment, whether owned by LESSOR or LESSEE, shall be at the expense of LESSEE.
  - d. LESSEE shall maintain all equipment, furnishings, and physical improvements in a proper, safe, and sanitary condition.
  - e. LESSEE shall be responsible for providing pest control services.
20. **Mechanic's Liens:** LESSEE will not create or permit to be created or to remain and will discharge any lien (including but not limited to the liens of mechanics, laborers, or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance, or other charge upon the Premises or any part thereof, or upon LESSEE's leasehold interest therein, provided that LESSEE will not be required to discharge any liens, encumbrances, or charges that may be placed upon the Premises by act of LESSOR. LESSEE will have the right to contest, in good

faith and by appropriate legal proceedings, the validity or amount of any mechanic's, laborer's, or materialman's liens or claimed liens. In the event of such contest, LESSEE will give LESSOR security reasonably satisfactory to LESSOR to insure payment thereof and to prevent any sale, foreclosure, or forfeiture upon the Premises or any part thereof by reason of such nonpayment.

21. **Expiration of Lease or Surrender of Possession:** Upon the expiration of this LEASE, by lapse of time or otherwise, any and all improvements or additions on the Premises will become the property of LESSOR without any payment therefor, and LESSEE will surrender the Premises together with all improvements, whether erected by LESSEE or LESSOR, ordinary wear and tear excepted.
22. **Condemnation:** If the Premises shall be wholly taken by exercise of the right of eminent domain, then this LEASE will terminate from the date of the possession of the whole of the Premises. Any award for the taking of all or parts of the Premises by the power of eminent domain or any payment made under the threat of the exercise of such power will be the property of LESSOR (provided, however, that LESSEE reserves such separate rights as it may have against the condemning authority to claim damages for loss of its trade fixtures and the cost of removal and relocation expenses). If any part of the Premises is condemned, either party may terminate the this Lease immediately.
23. **Damage or Destruction:**
  - a. In case the Premises or any structure on the Premises is totally destroyed or damaged by fire or any other cause, and the Premises cannot be repaired within 90 days from the date of casualty, then the term of this Agreement shall end as of the date of casualty, and LESSEE shall be liable for partial rent only up to the time of such termination. LESSEE hereby waives and releases LESSOR from any claim for damages or compensation on account of such termination.
  - b. In the event that the Premises should be partially damaged by fire or other cause but only to such an extent that it can be rebuilt or repaired within 90 days after the date of such destruction, this Agreement shall be void or voidable, but not terminated except as otherwise provided herein. If LESSOR intends to rebuild or repair the Premises, it shall within 30 days after the date of such damage give written notice to LESSEE of the intention to rebuild or repair and shall proceed with reasonable diligence to restore the Premises to substantially the same condition in which it was immediately prior to the destruction. However, LESSOR shall not be required to rebuild, repair, or replace any improvements or alterations made by LESSEE within the Premises. During the period of rebuilding or repairing, there shall be no diminution of rent. If, after rebuilding or repairing has commenced, such rebuilding or repairing cannot be completed within 90 days after the date of such partial destruction, the LESSOR may either terminate the Agreement or continue with the Agreement with a proportional rent rebate to LESSEE. If LESSOR undertakes to rebuild or repair, LESSEE shall, at its own expense, restore all work required to be done by such LESSEE under this Agreement.

- 24. **Severability:** If any term or provision of this Lease is declared invalid or unenforceable, the remainder of the Lease shall not be affected by such declaration and will continue to be valid and enforceable.
- 25. **Entire Agreement:** This Lease contains the entire agreement of the parties relating to LESSEE's occupancy of the Premises.
- 26. **Standard of Consent:** Whenever it is stated in this Lease that the other party's consent is required, both parties agree that such consent or approval will not be unreasonably withheld or delayed.
- 27. **Cumulative Rights:** All rights of either party shall be cumulative, and the exercise of any right by any party to this Lease will not be deemed as a waiver, release, or termination of any other right available hereunder, at law, or in equity.
- 28. **Governing Law:** All terms and conditions of this Lease shall be construed in accordance with the laws and regulations of the State of Texas.
- 29. **Venue:** Venue for the purposes of litigation of any term or provision, or as to the validity, enforceability, or holdover of this Lease will be in Potter County, Texas.
- 30. **Amendments:** This Lease can be amended by written agreement only. The parties will not be bound by any oral agreements or understandings except when the same shall be reduced to writing and duly executed by both parties as an amendment to this Lease.
- 31. **Multiple Counterparts:** This Lease may be executed in multiple counterparts, each of which may be deemed an original.
- 32. **Independent Contractor:** The parties each act independently in the matters addressed in this Lease. LESSEE is not an employee of LESSOR but is an independent contractor. No employee, agent, or subcontractor of LESSEE shall be deemed to be an employee, agent, or servant of LESSOR.

CANCELLED

**CITY OF AMARILLO  
(LESSOR)**

**West Texas Youth Baseball  
(LESSEE)**

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

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

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

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

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

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

**ATTACHMENTS:**

**Attachment A**

Leased Premises  
Rick Klein Baseball Fields  
and  
Southwest Softball Complex in John Stiff Memorial Park

**Attachment B**

Option Property  
Additional Property Located Near Rick Klein Baseball Fields

**Attachment C**

Maintenance

**CANCELLED**