

**AGENDA**

**FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON FEBRUARY 14, 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:** Davlyn Duesterhaus

**ANNOUNCEMENT:** Government Finance Officer's Association "Certificate of Excellence in Financial Reporting"

**PROCLAMATION:** "Rosemary Robinson Day"

**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. Updates from Councilmembers serving on outside boards and commissions
  - i. Pedestrian and Bicycle Safety Advisory Committee
  - ii. Convention and Visitors Bureau; and
- C. 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 31, 2023.

- B. CONSIDER ACCEPTANCE – HANSEN’S GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grantor: Texas Department of State Health Services  
Grant Amount: \$18,500.00

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 prevent and control the transmission of Hansen’s Disease.

- C. CONSIDER ACCEPTANCE – PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grantor: Texas Department of State Health Services  
Grant Amount: \$256,077.00

This item considers acceptance of an award from the Texas Department of State Health Services from July 1, 2023 thru June 30, 2024 to continue funding to provide all hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.

- D. CONSIDER ACCEPTANCE – COMMUNITY AND CLINICAL HEALTH BRIDGE GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grantor: Texas Department of State Health Services  
Grant Amount: \$250,000.00

This item considers acceptance of an award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2024 to provide obesity and related chronic disease prevention programming.

- E. CONSIDER ACCEPTANCE – TUBERCULOSIS STATE GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grantor: Texas Department of State Health Services  
Grant Amount: \$75,103.00

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 prevent and control the transmission of active and latent tuberculosis.

- F. CONSIDER ACCEPTANCE – PUBLIC HEALTH INFRASTRUCTURE GRANT:**  
(Contact: Casie Stoughton, Director of Public Health)  
Grantor: Texas Department of State Health Services  
Grant Amount: \$1,300,589.00

This item considers acceptance of an award from the Texas Department of State Health Services from execution thru December 31, 2027 to make strategic investments in public health infrastructure created during the COVID-19 pandemic. These investments are aimed at hiring, retaining, supporting and training the public health workforce and strengthening the public health infrastructure and systems related to foundational capabilities in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (Funding Opportunity Number CDC RFA OE22-2203) from the Centers for Disease Control and Prevention (CDC).

**G. CONSIDER ACCEPTANCE – IMMUNIZATION GRANT:**

(Contact: Casie Stoughton, Director of Public Health)

Grantor: Texas Department of State Health Services

Grant Amount: \$261,049.00

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 prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

**H. CONSIDER ACCEPTANCE – HIV PREVENTION GRANT:**

(Contact: Casie Stoughton, Director of Public Health)

Grantor: Texas Department of State Health Services

Grant Amount: \$248,125.00

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 HIV Prevention.

**I. CONSIDER APPROVAL – APPOINTMENT OF MEMBER TO TUTBURY PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD:**

(Contact: Justin Oppel, Development Customer Service Coordinator)

This item considers the appointment of Cathy L. Bailey to serve on the Tutbury Public Improvement District Advisory Board to immediately fill an unexpired term ending December 31, 2024.

**J. CONSIDER APPROVAL – AGREEMENT BETWEEN THE CITY OF AMARILLO AND JY RANCH, LLLP TO PROVIDE WATER TAPS PER THE WATER RIGHTS DEED AND THE FIRST AMENDMENT TO THE WATER RIGHTS DEED:**

(Contact: Floyd Hartman, Assistant City Manager)

This item considers the approval of an agreement to provide water taps and water service in the Potter County Wellfield as previously agreed to for three locations on the ranch property. This agreement also includes additional piping to provide for future infrastructure maintenance or replacement. Under this agreement, the total cost to the City shall not exceed \$103,603.48.

**K. CONSIDERATION OF RESOLUTION NO. 02-14-23-1:**

(Contact: Donny Hooper, Director of Public Works)

This item considers a resolution authorizing an Advance Funding Agreement (AFA) for Highway Safety Improvement Program with the Texas Department of Transportation (TxDOT) for transportation improvements estimated to cost \$592,940.00. The AFA will allocate costs of the improvements based on federal funding of \$497,526.00 and local participation from the city of \$95,414.00 and any costs over the estimated bid.

**L. CONSIDER APPROVAL – PARTIAL ASSIGNMENT AND ASSUMPTION OF CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT FOR THE PRODUCER OWNED BEEF PROJECT:**

(Contact: Andrew Freeman, Assistant City Manager)

This item considers approval of an agreement to assign the requirements of the approved June 2022 Chapter 380 agreement to Prairie View West, LLC, as well as to clarify the upcoming reorganization of the Prairie View entities into one new entity.

**M. CONSIDER APPROVAL – LANDSCAPE MAINTENANCE CONTRACT RENEWAL AND CHANGE ORDERS NO. 1 AND NO. 2:**

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

Award to:

Lot 1: Regional Parks – Incircle Management Inc.	\$1,219,053.00
Lot 2: School Parks – Incircle Management Inc.	\$ 720,908.10
Lot 3: Community Parks – Incircle Management Inc.	\$ 170,250.30
Lot 4: Undeveloped – Reeder Landscape	\$ 96,863.20
Change Order #1 – Incircle Management Inc.	\$ 27,130.95
Change Order #2 – Incircle Management Inc.	<u>\$ 89,082.51</u>
Total Award:	\$2,323,288.06

This item considers approval of a landscape maintenance contract renewal with Change Order No. 1 and Change Order No. 2 to provide turnkey landscape maintenance of all shrubs, turf, groundcover, annuals, perennials, and mulch within the limits of the property classifications (Regional Parks, School Parks, Community Parks, Undeveloped Park areas) listed above using experienced personnel using only sound horticultural and landscape practices.

**N. CONSIDER AWARD – CIVIC CENTER COMPLEX AUDITORIUM DRAPERY REPLACEMENT:**

(Contact: Bo Fowlkes, Civic Center Complex General Manager)

Award to: Rose Brand Wipers, Inc. - \$70,190.00

This item considers awarding a contract for the full replacement of the black stage drapery located in the Auditorium.

**O. CONSIDER AWARD – CONSTRUCTION IMPROVEMENTS TO THE SANTA FE DEPOT PAVILION:**

(Contact: Jerry Danforth, Facilities Director)

Award to: Panhandle Steel Buildings, Inc. - \$786,426.00

This item considers the award of a construction contract for site preparation, site security, and construction improvements to the Santa Fe Depot Pavilion located at 401 S. Grant in Amarillo Texas.

**P. CONSIDER AWARD – EAST PARK PLAYGROUND REPLACEMENT:**

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

Award to: Exerplay Inc. - \$148,665.00 (Buyboard # 679-22)

This item considers award of a contract to replace playground equipment within the existing East Park in Amarillo, Texas.

**Q. CONSIDER AWARD – WEST HILLS PLAYGROUND REPLACEMENT:**

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

Award to: Exerplay Inc. - \$146,385.25 (Buyboard # 592-19)

This item considers award of a contract to replace playground equipment within the existing West Hills Park in Amarillo, Texas.

**R. CONSIDER AWARD – PRE-COATED B-4 AGGREGATE SUPPLY CONTRACT:**

(Contact: Donny Hooper, Director of Public Works)

Award to: J. Lee Milligan Inc. - \$782,700.00

This item is to consider the award of a contract for the purchase of up to 7,500 cubic yards of Pre-coated B-4 Aggregate to be used by the Street Division during the summer for sealcoating of paved streets.

**S. CONSIDER AWARD – LIQUID FERROUS CHLORIDE ANNUAL SUPPLY AGREEMENT:**

(Contact: John Collins, Director of Utilities)  
Award to: OFS – Not to exceed \$194,909.49

This item considers a contract to purchase Liquid Ferrous Chloride to help control odor in sewer mains.

**T. CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT:**

(Contact: Brady Kendrick, Planner II)

This item considers approval of an Aviation Clear Zone Easement, being 4,700 feet above mean sea level above the plat of Holiday South Unit No. 15, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 177, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: Valencia Dr. and Burlington Rd.; APPLICANT/S: Quigley Builders, LLC)

**U. CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT:**

(Contact: Brady Kendrick, Planner II)

This item considers approval of an Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Usherwood Acres Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 181, Block 2, A.B.&M. Survey, Randall County, Texas. (VICINITY: F.M. Highway 1541 and Sundown Lane; APPLICANT/S: Eric White and Cristine White)

**V. CONSIDER ACCEPTANCE – EASEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO AND AMARILLO JUNIOR COLLEGE:**

(Contact: Brady Kendrick, Planner II)

This item considers the acceptance of an Easement Agreement for Access and Parking between the City of Amarillo and Amarillo Junior College, being a 0.94 acre tract of land out of a portion of Lot 1 and 4, Block 127, Lot 1 and 4, Block 144, plus portions of vacated right-of-way, in the Amended, Corrected, & Revised map of Mrs. M.D. Oliver Eakle's Addition, an addition to the City of Amarillo, in Section 171, Block 2, A.B.&M. Survey, Potter County, Texas. (GRANTOR: City of Amarillo; GRANTEE: Amarillo Junior College)

**W. CONSIDERATION OF RESOLUTION NO. 02-14-23-2:**

(Contact: Martin Birkenfeld, Chief of Police)

This item considers a resolution authorizing the application for and administration of a Rifle-Resistant Body Armor Grant Program award from the Office of The Governor, Criminal Justice Division.

**X. CONSIDER AWARD – MASTER SERVICES AGREEMENT FOR VOICE AND INTERNET SERVICES:**

(Contact: Missy Tucker, Information Technology Director)  
Award to: Optimum/Suddenlink – Not to exceed \$475,000.00

This item considers the award of a three-year master services agreement for voice and internet services across 35 city locations.

**Y. CONSIDER APPROVAL – FINAL CHANGE ORDER NO. #4 TO THE SRE BUILDING MODIFICATIONS CONSTRUCTION PROJECT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael Conner, Director of Aviation)

Award to: Panhandle Steel Buildings, Inc.

Original Award:	\$ 911,687.00
Previous change orders:	\$ 66,047.43
Current change order #4:	\$ 174,962.63
Liquidated dmgs:	\$ (14,000.00)
Total Award:	\$1,138,697.06

This item considers a final Change Order No. 4 to the SRE Building Modifications construction contract to include silicone roofing system costs, required gas line rerouting, and required miscellaneous electrical work. All these elements were necessary to complete the project, as well as liquidated damages resulting from a 14-day overage from the contract period.

**Z. CONSIDER APPROVAL – FINAL CHANGE ORDER NO. #2 TO THE AIRPORT TAXIWAY P4 AND J RECONSTRUCTION PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael Conner, Director of Aviation)

Award to:IHC-Scott – Original Award:	\$8,743,955.32
Previous change order:	\$ 103,507.03
Change Order No. 2:	\$ (46,368.57)
Total Award:	\$8,801,903.78

This item considers the second and final change order to make final rectifying quantity adjustments to the construction contract for the Taxiway P4 and J Reconstruction project.

**AA. CONSIDER APPROVAL – CHANGE ORDER NO. 1 TO THE AUTOMATED METERING INFRASTRUCTURE CONSTRUCTION CONTRACT:**

(Contact: Floyd Hartman, Assistant City Manager)

Award to: Thirkettle Corporation dba Utiliuse

Original Award:	\$22,528,581.00
Change Order No. 1	\$ 1,281,242.00
Total Award:	\$23,809,823.00

This item is to consider approval of Change Order No. 1 adjusting quantities on meters, boxes, curb stop, and other adjustments.

**BB. CONSIDERATION OF RESOLUTION NO. 02-14-23-3:**

(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution supporting proposed 2023 legislation for Texas Municipal Retirement System (“TMRS”) Cost of Living Adjustment (“COLA”) bill.

**3. NON-CONSENT ITEMS:**

**A. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8042:**

(Contact: Andrew Freeman, Assistant City Manager)

This item is a public hearing and first reading of an ordinance ordaining the City’s participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code (ACT), providing tax incentives, designating a liaison for communication with interested parties, and nominating Producer Owned Beef, LLC to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as a triple jumbo enterprise project (Project).

**B. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8043:**  
(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is a public hearing and first reading of an ordinance designating certain areas of the City as Reinvestment Zone No. 22 for commercial and industrial tax abatement. The zone is approximately 400.00 acres east of Folsom Road.

**C. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8044:**  
(Contact: Brady Kendrick, Planner II)

This item is a public hearing and first reading to consider an ordinance rezoning Lot 1, Block 11, Glen Arden Addition Unit No. 12, an addition to the City of Amarillo, in Section 30, Block 9, B.S.&F. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District. (VICINITY: Coulter St. and Arden Rd.; APPLICANT/S: Daryl Furman for The Alfred Group, LLC)

**D. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8045:**  
(Contact: Brady Kendrick, Planner II)

This item is a public hearing and first reading to consider an ordinance rezoning a 49.18-acre tract of unplatted land, in Section 31, Block 9, B.S.& F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District. (VICINITY: Coulter St. and Hollywood Rd (Loop 335); APPLICANT/S: Daryl Furman for Attebury Elevators LLC, Happy Again LP, and Rockrose Development LLC)

**E. CONSIDERATION OF ORDINANCE NO. 8046:**  
(Contact: Laura Storrs, Assistant City Manager)

This item is the first reading of an ordinance adopting the budget amendments pertaining to the fiscal year 2021-2022 budget.

**F. CONSIDERATION OF ORDINANCE NO. 8047:**  
(Contact: Andrew Freeman, Assistant City Manager)

This item is the first reading to consider an ordinance amending the municipal code of the City of Amarillo, adding Chapter 10-5, concerning the authorization of the City Marshal's Office to enforce certain health and safety, code enforcement, and building safety regulations; and amending various portions of the applicable code.

**G. CONSIDERATION OF ORDINANCE NO. 8048:**  
(Contact: Anthony Spanel, Environmental Health Director)

This is a first reading to consider an ordinance revising Chapter 8-5, Article IV, Section 8-5-18 of the Amarillo Municipal Code. This revision will provide an exemption to a mandatory Certified Food Manager requirement set forth in the 2021 Texas Food Establishment Rules and the 2017 Food and Drug Administration Food Code.

**H. CONSIDERATION OF RESOLUTION NO. 02-14-23-4:**  
(Contact: Cody Balzen, Economic Development Specialist)

This item considers a resolution providing support for an Affordable Housing Tax Credit Application to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by SCF Amarillo 23, LP, a private entity, Westwind of Amarillo, a development, for affordable housing located at 2505 South Grand Street.

I. **CONSIDERATION OF RESOLUTION NO. 02-14-23-5:**  
(Contact: Cody Balzen, Economic Development Specialist)

This item considers a resolution providing support for an Affordable Housing Tax Credit Application to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by KCG Lomond Lofts, LP, a private entity, Lomond Lofts, a development, for affordable housing located at 2901 South Osage Street.

J. **CONSIDERATION OF RESOLUTION NO. 02-14-23-6:**  
(Contact: Stephanie Coggins, City Secretary)

This item considers a resolution making a nomination to fill a vacancy on the Board of Directors of the Randall County Appraisal District.

K. **CONSIDERATION OF RESOLUTION NO. 02-14-23-7:**  
(Contact: Stephanie Coggins, City Secretary)

This item considers a resolution ordering the regular municipal election of the City of Amarillo, Texas to be conducted on May 6, 2023 in the City of Amarillo, Texas.

**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 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee:
  - i. Discussion of Municipal Court Judge Laura Hamilton's performance evaluation.
- B. 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. 22-09-03 (Manufacturing)
  - ii. 22-12-02 (Warehousing & Distribution)
  - iii. 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 10th day of February 2023, at 5:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

  
Stephanie Coggins, City Secretary



STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 31st 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
JON BARNES	ASSISTANT TO THE CITY MANAGER

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 Bob Schroeder, Hillside Christian Church. Mayor Nelson led the Pledge of Allegiance.

The City’s Vital Statistics department was recognized for achieving the 2022 Vital Statistics 5 Star Award.

**PUBLIC ADDRESS**

There was no one signed up to speak.

**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 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.

**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 approve the consent agenda as presented 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 January 10, 2023.

**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 \$65,000.00

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	<u>\$ 45,733.00</u>
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 a 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.

**R. CONSIDER APPROVAL – AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY HILLSIDE SEWER REMEDIATION:**

(Contact: Floyd Hartman, Assistant City Manager)

Award to: Jacobs Engineering Group, Inc. - \$110,231.00

This item considers the approval of an amendment to the professional services agreement for Emergency Hillside Sewer Remediation project to include additional coordination and an increased scope of work.

**S. CONSIDERATION OF RESOLUTION 01-31-23-2:**  
(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution authorizing the Canadian River Municipal Water Authority to issue refunding bonds to refund all or a part of the outstanding Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2014 (Conjunctive Use Groundwater Supply Project) (the "Series 2014 Bonds").

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 3A:** Mayor Nelson introduced a resolution recognizing the Barrio Neighborhood Planning Committee, or BNPC, as the recognized Neighborhood Association for the Barrio Neighborhood. Emily Koller, Assistant Director of Planning, presented the item. A motion was made to adopt the below captioned resolution by Mayor Pro Tem Powell, seconded by Councilmember Stanley.

RESOLUTION NO. 01-31-23-3  
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.

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 3B:** Mayor Nelson introduced an item to consider the award of contract for full project management services to assist with 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. Matt Poston, Director of Finance, presented the item. A motion was made to award the 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, to Berry Dunn in the amount not to exceed \$469,438.00 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 3C:** Mayor Nelson introduced an item to consider the approval of a lease agreement between the City of Amarillo, Texas and Texas Panhandle Youth Sports Foundation. Michael Kashuba, Director of Parks and Recreation, presented the item. A motion was made to approve an agreement between the City of Amarillo and Texas Panhandle Youth Sports Foundation, to lease Rick Klein Baseball Complex and Southwest Softball Complex in John Stiff Memorial Park, for an initial term of 10 years, with one automatic option to renew for an additional five-year term, 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 3D:** Mayor Nelson introduced an item to consider the approval of a contract for architectural and engineering services for Hodgetown. Jerry Danforth, Director of Facilities, presented the item. A motion was made to approve a contract for architectural and engineering services related to renovations at Hodgetown to Populous for an amount of \$525,000.00 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 4 – EXECUTIVE SESSION:**

Mr. McWilliams advised at 3:35 p.m. that the City Council would convene in Executive Session per Texas Government Code: A) Section 551.072 – 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); and ix) 23-01-01 (Warehousing & Distribution).

Mr. McWilliams announced that Executive Session was adjourned at 4:12 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>	February 14, 2023	<b>Council Priority</b>	Public Safety
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

**Agenda Caption**

CONSIDER ACCEPTANCE – HANSEN’S GRANT

Grantor: Texas Department of State Health Services

Grant Amount: \$18,500.00

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 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 has updated the fiscal year for this grant, moving it to the State calendar.

**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 2C

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Public Safety
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

## **Agenda Caption**

**CONSIDER ACCEPTANCE – PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT**

Grantor: Texas Department of State Health Services

Grant Amount: \$256,077.00

This item considers acceptance of an award from the Texas Department of State Health Services from July 1, 2023 thru June 30, 2024 to continue funding to provide all hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.

## **Agenda Item Summary**

Contractor shall continue hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.

## **Requested Action**

Accept grant award.

## **Funding Summary**

Funding provided by the Texas Department of State Health Services.

## **Community Engagement Summary**

In 2022, the PHEP team continued with COVID response.

## **Staff Recommendation**

Staff recommend acceptance of this grant.



# Amarillo City Council Agenda Transmittal Memo



ITEM 2D

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

## Agenda Caption

CONSIDER ACCEPTANCE – COMMUNITY AND CLINICAL HEALTH BRIDGE GRANT

Grantor: Texas Department of State Health Services

Grant Amount: \$250,000.00

This item considers acceptance of an award from the Texas Department of State Health Services from September 1, 2023 thru August 31, 2024 to provide obesity and related chronic disease prevention programming.

## Agenda Item Summary

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

## Requested Action

Accept grant award.

## Funding Summary

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

## Community Engagement Summary

N/A

## Staff Recommendation

Staff recommend acceptance of this grant.

# Amarillo City Council Agenda Transmittal Memo



ITEM 2E

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Public Safety
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

## Agenda Caption

### CONSIDER ACCEPTANCE – TUBERCULOSIS STATE GRANT

Grantor: Texas Department of State Health Services

Grant Amount: \$75,103.00

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 prevent and control the transmission of active and latent tuberculosis.

## Agenda Item Summary

The public health department will continue tuberculosis prevention and control activities including screening, 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, 20% match provided by the public health department.

## Community Engagement Summary

Patients seen through the Public Health Department are tested and treated for both active and latent tuberculosis.

## Staff Recommendation

Staff recommend acceptance of this grant.

# Amarillo City Council Agenda Transmittal Memo



ITEM 2F

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Public Safety
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

## Agenda Caption

### CONSIDER ACCEPTANCE – PUBLIC HEALTH INFRASTRUCTURE GRANT

Grantor: Texas Department of State Health Services

Grant Amount: \$1,300,589.00

This item considers acceptance of an award from the Texas Department of State Health Services from execution thru December 31, 2027 to make strategic investments in public health infrastructure created during the COVID-19 pandemic. These investments are aimed at hiring, retaining, supporting and training the public health workforce and strengthening the public health infrastructure and systems related to foundational capabilities in alignment with the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems (Funding Opportunity Number CDC RFA OE22-2203) from the Centers for Disease Control and Prevention (CDC).

## Agenda Item Summary

The public health department will perform required activities intended to help meet critical infrastructure needs and make possible strategic investments that will have lasting effects on public health agencies.

## Requested Action

Accept grant award.

## Funding Summary

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

## Community Engagement Summary

N/A

## Staff Recommendation

Staff recommend acceptance of this grant.

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton		

**Agenda Caption**

CONSIDER ACCEPTANCE – IMMUNIZATION GRANT

Grantor: Texas Department of State Health Services

Grant Amount : \$261,049.00

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 prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

**Agenda Item Summary**

Amarillo Public Health will continue vaccine-preventable disease prevention and control activities including vaccine education and outreach, immunization registry activities, school/childcare audits, TVFC provider support/management, and direct immunization services.

**Requested Action**

Accept grant award.

**Funding Summary**

Funding provided by the Texas Department of State Health Services.

**Community Engagement Summary**

Through this funding, the immunization team gave regular adult and childhood vaccines.

**Staff Recommendation**

Staff recommend acceptance of this grant.

# Amarillo City Council Agenda Transmittal Memo



ITEM 2H

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Public Safety
<b>Department</b>	Public Health		
<b>Contact</b>	Casie Stoughton, Director of Public Health		

## Agenda Caption

### CONSIDER ACCEPTANCE – HIV PREVENTION GRANT

Grantor: Texas Department of State Health Services

Grant Amount: \$248,125.00

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 HIV Prevention.

## Agenda Item Summary

The public health department will continue HIV Prevention activities as defined by DSHS.

## Requested Action

Accept grant award.

## Funding Summary

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

## Community Engagement Summary

Patients seen through the Public Health Department

## Staff Recommendation

Staff recommend acceptance of this grant.

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development & Redevelopment
<b>Department</b>	Development Services		
<b>Contact</b>	Justin Oppel, Development Customer Service Coordinator		

**Agenda Caption**

CONSIDER APPROVAL – APPOINTMENT OF MEMBER TO TUTBURY PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD

This item considers the appointment of Cathy L. Bailey to serve on the Tutbury Public Improvement District Advisory Board to immediately fill an unexpired term ending December 31, 2024.

**Agenda Item Summary**

This is a three-member Tutbury Public Improvement District (PID) Advisory Board that serves by considering and recommending to the City Council actions related to constructing improvements within the Tutbury PID boundaries, maintenance and operation expenses of improvement, and assessment rates for PID property owners. Each term is three years. Two members are lot owners, and the third is a property owner suggested by the Property Owners Association. This Advisory Board position is vacant due to a Board member’s recent resignation.

**Requested Action**

The application of this one potential Advisory Board member has been reviewed by city staff and meets the requirements to serve on the Tutbury PID Advisory Board.

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

Development Services staff has reviewed the Tutbury PID Advisory Board application and recommends approval as submitted.

# Amarillo City Council Agenda Transmittal Memo



ITEM 2J

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Infrastructure Initiative
<b>Department</b>	Director of Utilities – Water Production		
<b>Contact</b>	Floyd Hartman, Assistant City Manager		

### Agenda Caption

CONSIDER APPROVAL – AGREEMENT BETWEEN THE CITY OF AMARILLO AND JY RANCH, LLLP TO PROVIDE WATER TAPS PER THE WATER RIGHTS DEED AND THE FIRST AMENDMENT TO THE WATER RIGHTS DEED

This item considers the approval of an agreement to provide water taps and water service in the Potter County Wellfield as previously agreed to for three locations on the ranch property. This agreement also includes additional piping to provide for future infrastructure maintenance or replacement. Under this agreement, the total cost to the City shall not exceed \$103,603.48.

### Agenda Item Summary

This item considers the approval of an agreement to provide water taps and water service in the Potter County Wellfield as previously agreed to for three locations on the ranch property. This agreement also includes additional piping to provide for future infrastructure maintenance or replacement.

### Requested Action

Consider approval of agreement for execution by the City Manager.

### Funding Summary

Funding for this project is available in the Water and Sewer E&I.

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval of the agreement.

**AGREEMENT  
CITY OF AMARILLO WELL FIELD PROJECT  
IN NORTHERN POTTER COUNTY**

This Agreement ("AGREEMENT") is made and entered into between the City of Amarillo, a Texas home rule municipal corporation, located in Potter and Randall Counties, Texas, ("CITY") and JY Ranch, LLLP, ("RANCH"), collectively to be referred to as "Parties".

**WHEREAS**, the City and the Ranch previously entered into an Agreement within the Water Rights Deed filed in Carson County at record number 449441, volume 1296, page 971, attached hereto and incorporated herein, and the First Amendment to the Water Rights Deed ("First Amendment") at record number 01172089, volume 4210, page 11, attached hereto and incorporated herein;

**WHEREAS**, the First Amendment to the Water Rights Deed within the Agreement at number 1 deleted paragraphs 2a, 2b and 2d of the original Water Rights Deed, and the First Amendment at 2a was substituted for those paragraphs delineating the City's obligations regarding the City of Amarillo Well Field Project in Northern Potter County ("Project");

**WHEREAS**, the City and the Ranch desire to enter into a new Agreement to set out revised terms and conditions for the City's obligations stated within the First Amendment at 2a; and

**WHEREAS**, the Amarillo City Council, as the governing body, authorized the negotiation and execution of this Agreement with the Ranch on February 14, 2023.

**NOW, THEREFORE**, in consideration of the mutual benefits and obligations accruing to the Parties, City and Ranch enter into this Agreement upon the following terms:

1. City agrees to pay for the Ranch's completion of the development within the Project stated in the First Amendment as revised by the terms stated below and in accordance with the estimates in the amount not to exceed One Hundred Three Thousand Six Hundred Three and 48/100 Dollars (\$103,603.48), attached hereto and incorporated herein.
2. The Ranch will submit written monthly statements based on the estimated amount of the Project as completed. These statements will be in writing and of sufficient



detail to fully identify the work performed to the statement date. No invoices detailing development beyond the Scope of the Project will be paid without prior written authorization of the City. Payments will be made by City within thirty days of receipt of statement. If any interest on payments over thirty days is due, then, the past due amount shall accrue at the rate provided by law.

3. Development being performed by the Ranch is outlined in the attached cost estimates and will be the revised Scope of the Project from the First Amendment at 2a. The development performed detailed in the cost estimates attached will release the City from any further obligations in regards to this Project, and especially as stated in the First Amendment at 2a.
4. Ranch agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of City unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by Ranch or its employees and agents shall be used by Rancher or its employees and agents solely and exclusively in connection with the performance of the Project.
5. Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of Ranch.
6. **RANCH SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE RANCH OR THE RANCH'S AGENT, RANCH UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH RANCH EXERCISED CONTROL. RANCH SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR RANCH'S NEGLIGENCE AND THAT OF RANCH'S EMPLOYEES, CONTRACTORS, AND AGENTS.**

7. Ranch will provide insurance coverage in accordance with City's insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to City, then, this Agreement may be terminated by the City without penalty on written notice to Ranch.
8. **THE CITY HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS, OR GUARANTEE, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.**
9. Ranch shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.
10. Either party shall have the right to terminate this Agreement by giving the non-terminating party thirty days prior written notice. Upon receipt of notice of termination, Ranch will cease any further work under this Agreement, and City will only pay for work performed prior to the termination date set forth in the notice.
11. 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, delay of carriers, governmental order or regulation, complete 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). In the event of such

Excusable Delay, performance shall be extended as agreed to in writing by the parties.

12. Ranch's address for notice under this Agreement is as follows:

JY Ranch, LLLP  
Attention: Beaumont Boyce

Telephone:  
Fax:  
Email:

City's address for notice under this Agreement is as follows:

Attention: Floyd Hartman  
P.O. Box 1971  
808 S. Buchanan Street  
Amarillo, Texas 79105-1971  
Telephone: (806)  
Fax: (806)  
E-Mail:

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 by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

13. Ranch shall provide experienced and qualified personnel to carry out the work to be performed by Ranch under this Agreement and shall be responsible for and in full control of the work of such personnel. Ranch agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of Ranch be deemed employees of City.
14. No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.
15. City and Ranch hereby each bind itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither City nor Ranch will be obligated or liable to any third party as a result of this Agreement.
16. Ranch will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the City.

17. This Agreement is entered into and is to be performed in the State of Texas. City and Ranch agree 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 interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.
18. In no event shall the making by the City of any payment to Ranch constitute or be construed as a waiver by the 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 the City in respect to such breach or default.
19. 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 thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties sign.

ATTEST:

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

CITY OF AMARILLO

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

JY RANCH, LLLP

By: \_\_\_\_\_  
Printed Name: Beaumont Boyce  
Date: \_\_\_\_\_

# Amarillo City Council Agenda Transmittal Memo



ITEM 2K

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Traffic Signal Improvements
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<b>Department</b>	Transportation / 1731
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## Agenda Caption

CONSIDERATION OF RESOLUTION NO. 02-14-23-1  
(Contact: Donny Hooper, Director of Public Works)

This item considers a resolution authorizing an Advance Funding Agreement for Highway Safety Improvement Program with the Texas Department of Transportation (TxDOT) for transportation improvements.

## Agenda Item Summary

Resolution for agreement for TxDOT to install and the City of Amarillo to design, operate and maintain signals installed with eligible federal or special program funds at Mirror and NE 24<sup>th</sup>, McMasters and 3<sup>rd</sup>, Georgia and 15<sup>th</sup>, Georgia and 34<sup>th</sup>, and Bell and Fulton. The TxDOT upgrades are for Safety improvements in left turns and detection.

## Requested Action

Requesting Council to consider and approve resolution for Advance Funding Agreement for Highway Safety Improvement Program (Off System) Phase II with TxDOT to install and the City of Amarillo to operate and maintain signals in TxDOT right of way but inside the City Limits.

## Funding Summary

Texas Department of Transportation (TxDOT) and the City of Amarillo (COA) in the total amount of approximately Five Hundred Ninety-Two Thousand Nine Hundred Forty and No/100 Dollars (\$592,940.00), the Agreement allocates costs based on 100% federal funding (\$497,526.00) with 0% local funding until the federal funding reaches the maximum amount obligated to this Project; the City of Amarillo will participate in the amount of Ninety-Five Thousand Four Hundred Fourteen and No/100 Dollars (\$95,414.00) and any costs over the estimated bid.

## Community Engagement Summary

The City will work with TXDOT to produce media releases to inform the public of the upcoming installations.

## Staff Recommendation

The TXDOT District office is in agreement as well as City Transportation Staff to approve the resolution for agreement for TxDOT to install and the City of Amarillo to operate and maintain signals installed with eligible federal or special program funds at Mirror and NE 24<sup>th</sup>, McMasters and 3<sup>rd</sup>, Georgia and 15<sup>th</sup>, Georgia and 34<sup>th</sup>, and Bell and Fulton.

**RESOLUTION NO. 02-14-23-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO AUTHORIZING AN ADVANCE FUNDING AGREEMENT FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR TRANSPORTATION IMPROVEMENTS WITHIN THE SPECIFIED PROGRAM; PERMITTING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT; PROVIDING SAVINGS CLAUSE; AND PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.**

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**WHEREAS**, the Texas Department of Transportation (TxDOT) desires to enter an Agreement with the City of Amarillo (COA) for transportation improvements in the total amount of approximately Five Hundred Ninety-Two Thousand Nine Hundred Forty and No/100 Dollars (\$592,940.00), attached hereto and incorporated herein;

**WHEREAS**, the Agreement allocates costs based on 100% federal funding (\$497,526.00) with 0% local funding until the federal funding reaches the maximum amount obligated to this Project;

**WHEREAS**, the City of Amarillo will participate in the amount of Ninety-Five Thousand Four Hundred Fourteen and No/100 Dollars (\$95,414.00);

**WHEREAS**, the highway safety improvement project is described as TxDOT will improve traffic signals and install flashing yellow arrows, and the COA will operate and maintain the signals in TxDOT right-of-way withing the city limits; and

**WHEREAS**, the City Council authorizes the City Manager and/or his designee to execute such documents related to this Agreement.

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

**SECTION 1.** All of the above recitals 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 authorizes the COA to enter into an Agreement with TxDOT for the highway safety improvement project with TxDOT improving and installing traffic signals, and the COA operating and maintaining such signals in the TxDOT right-of-way.

**SECTION 3.** The City of Amarillo supports funding this project as described in the Advance Funding Agreement for Highway Safety Improvement Program Off-System and is willing to commit to Ninety-Five Thousand Four Hundred Fourteen and No/100 Dollars (\$95,414.00) for the local participation costs.

**SECTION 4.** The City Manager or designee is authorized to sign such Agreement and any related documents for this Project.

**SECTION 5.** Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

**SECTION 6.** 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 7.** This Resolution shall be effective on and after its adoption.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, this 14th day of February, 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

TxDOT:				Federal Highway Administration:	
CSJ #	0904-00-213			CFDA No.	20.205
District #	04 - AMA	AFA ID	Z00004150	CFDA Title	Highway Planning and Construction
Code Chart 64 #	01000				
Project Name	Bell St at Fulton St, Georgia St at 15 <sup>th</sup> Ave, Georgia St at 34 <sup>th</sup> Ave, McMasters St at 3 <sup>rd</sup> Ave and Mirror St at NE 24 <sup>th</sup> Ave Traffic Signal Improvements			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For  
Highway Safety Improvement Program  
Off-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Amarillo**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Improve Traffic Signals and Install Flashing Yellow Arrows**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the



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Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

### AGREEMENT

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>Local Government</b>	Right of Way and Real Property	Article 14

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for the Project consists of **Improve Traffic Signals and Install Flashing Yellow Arrows, Bell St at Fulton St, Georgia St at 15<sup>th</sup> Ave, Georgia St at 34<sup>th</sup> Ave, McMasters St at 3<sup>rd</sup> Ave and Mirror St at NE 24<sup>th</sup> Ave as shown on Attachment A.**

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been

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contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

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- differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
  - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as

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acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

**5. Termination of This Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and

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the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of

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Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**13. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to

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the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after



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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
City of Amarillo ATTN: City Engineer PO Box 1971 Amarillo, Texas 79105	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access

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to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**26. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

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- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT,

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is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

**28. Debarment Certifications**

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

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any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**31. Single Audit Report**

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.



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**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Kenneth Stewart  
Typed or Printed Name

Director of Contract Services  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

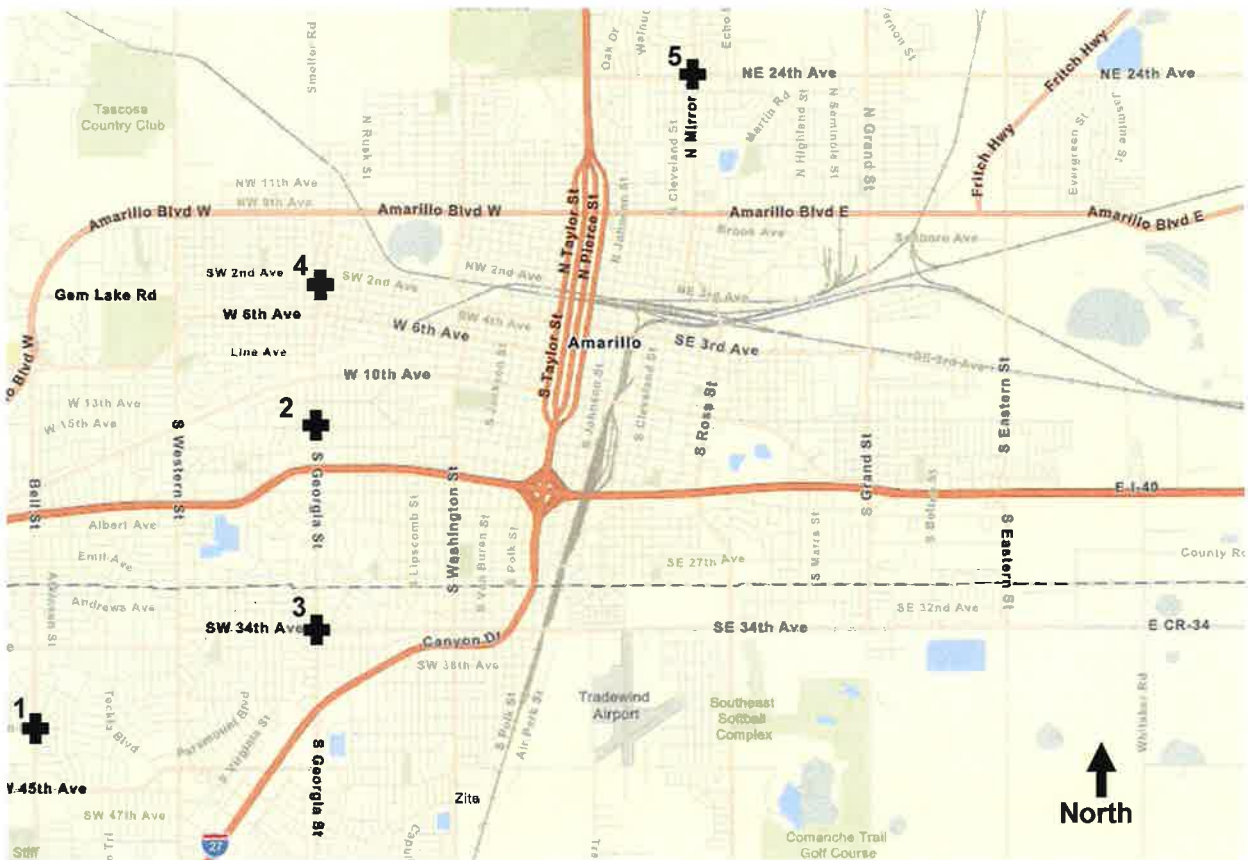
Jared Miller  
Typed or Printed Name

City Manager  
Typed or Printed Title

\_\_\_\_\_  
Date

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**ATTACHMENT A  
LOCATION MAP SHOWING PROJECT**



**HSIP Project: CSJ 0904-00-213**  
**Location: "Various"**

1. Bell St at Fulton St
2. Georgia St at 15<sup>th</sup> Ave
3. Georgia St at 34<sup>th</sup> Ave
4. McMasters St at 3<sup>rd</sup> Ave
5. Mirror St at NE 24<sup>th</sup> Ave

**Legend**

 **Traffic Signal Location**

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**ATTACHMENT B  
PROJECT BUDGET**

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Construction (by State)	\$482,911	100%	\$482,911	0%	\$0	0%	\$0
<b>Subtotal</b>	<b>\$512,911</b>		<b>\$482,911</b>		<b>\$0</b>		<b>\$30,000</b>
Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$24,694	0%	\$0	0%	\$0	100%	\$24,694
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Direct State Costs	\$40,720	0%	\$0	0%	\$0	100%	\$40,720
Indirect State Costs	\$14,615	100%	\$14,615	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$592,940</b>		<b>\$497,526</b>		<b>\$0</b>		<b>\$95,414</b>

Initial payment by the Local Government to the State: \$0.00  
Payment by the Local Government to the State before construction: \$0.00  
Estimated total payment by the Local Government to the State \$0.00 This is an estimate. The final amount of Local Government participation will be based on actual costs.

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**ATTACHMENT C  
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development
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<b>Department</b>	City Manager’s Office	<b>Contact Person</b>	Andrew Freeman, Assistant City Manager
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**Agenda Caption**

Consider Approval – Partial Assignment and Assumption of Chapter 380 Economic Development Program Agreement for the Producer Owned Beef project:

This agreement will assign the requirements of the approved June 2022 Chapter 380 agreement to Prairie View West, LLC as well as to clarify the upcoming reorganization of the Prairie View entities into one new entity.

**Agenda Item Summary**

This item will allow for the assignment of the existing Chapter 380 agreement approved in June 2022 to Prairie View West, LLC. It also clarifies that there will be additional changes with the merger of the Prairie View entities into one new entity that would then be responsible for the 380 agreement and would not require an additional assignment at that time.

This Chapter 380 Agreement was originally part of a joint incentive package with the Amarillo EDC. Highlights of the investment by Producer Owned Beef, LLC includes \$650MM in estimated improvements, 1,600 new employees, and \$75,000,000 in new payroll. The project is located between i-40 and US Hwy 287 west of FM 1912 on land previously owned by the City of Amarillo and Amarillo EDC.

Highlights of the Chapter 380 Agreement include:

- City agrees to design and construct a water main extension and associated meter at an approximate cost of \$3.45MM
- City agrees to participate in an amount not to exceed \$120,000 toward a sanitary sewer extension
- One-time permit fee amount of \$1,290,000 for plan reviews and building permit
- Water rate structure agreement for the same rate as the fed cattle beef production facility located northeast of the Rick Husband International Airport
- Producer Owned Beef, LLC consents to future annexation of the property

**Requested Action**

Approval as presented.

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval of the assignment as presented.

**PARTIAL ASSIGNMENT AND ASSUMPTION OF  
CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION OF CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (this “**Assignment**”) is made by and between Producer Owned Beef, LLC, a Texas limited liability company (“**Assignor**”), Prairie View West LLC, a Texas limited liability company (“**Assignee**”), and the City of Amarillo, Texas a Texas municipality (“**City**”). Assignor, Assignee, and the City may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

- A. Assignor entered into that certain Chapter 380 Economic Development Program Agreement with the City of Amarillo, Texas, dated June 29, 2022 (“**380 Agreement**”).
- B. Assignor represents that Assignee is a wholly owned subsidiary of Assignor.
- C. The Property (as defined in the 380 Agreement) was conveyed to Assignee by Special Warranty Deed recorded as Instrument No. 2022OPR0009184 in the Official Public Records of Potter County, Texas.
- D. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to accept and assume, all of Assignor’s rights, duties, and obligations with respect to the 380 Agreement, subject to the terms and conditions set forth herein.
- E. The City desires to consent to and approve of this Assignment.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Assignor does hereby SELL, ASSIGN, CONVEY, TRANSFER, SET OVER and DELIVER to Assignee its Obligations (defined below) under the 380 Agreement.

By execution of this Assignment: (i) Assignee assumes and agrees to perform the covenants, agreements and obligations under the 380 Agreement binding on Assignor (such covenants, agreements and obligations being herein collectively referred to as the “**Obligations**”), whether arising or related to the period before or after the date of this Assignment; (ii) the City consents to and approves of this Assignment; and (iii) Assignee shall be added to and included in the definition of “Developer” under the 380 Agreement.

Assignor and Assignee represent to City that it is contemplated that Assignee will be merged into two other wholly owned subsidiaries of Assignor, each of which owns property neighboring the Property. The City acknowledges that any such merger is not an assignment prohibited by the 380 Agreement and Assignor and Assignee acknowledge that all of Assignor’s and Assignee’s rights and obligations under the 380 Agreement will survive in the merged entity.

To avoid confusion, the Parties stipulate that this Assignment does not reduce or eliminate any of Assignor’s rights or obligations under the 380 Agreement. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, representatives, successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or email. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

EXECUTED to be effective on January 1, 2023.

**ASSIGNOR:**

PRODUCER OWNED BEEF, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Casey Cameron, President and CEO

**ASSIGNEE:**

PRAIRIE VIEW WEST LLC, a Texas limited liability company

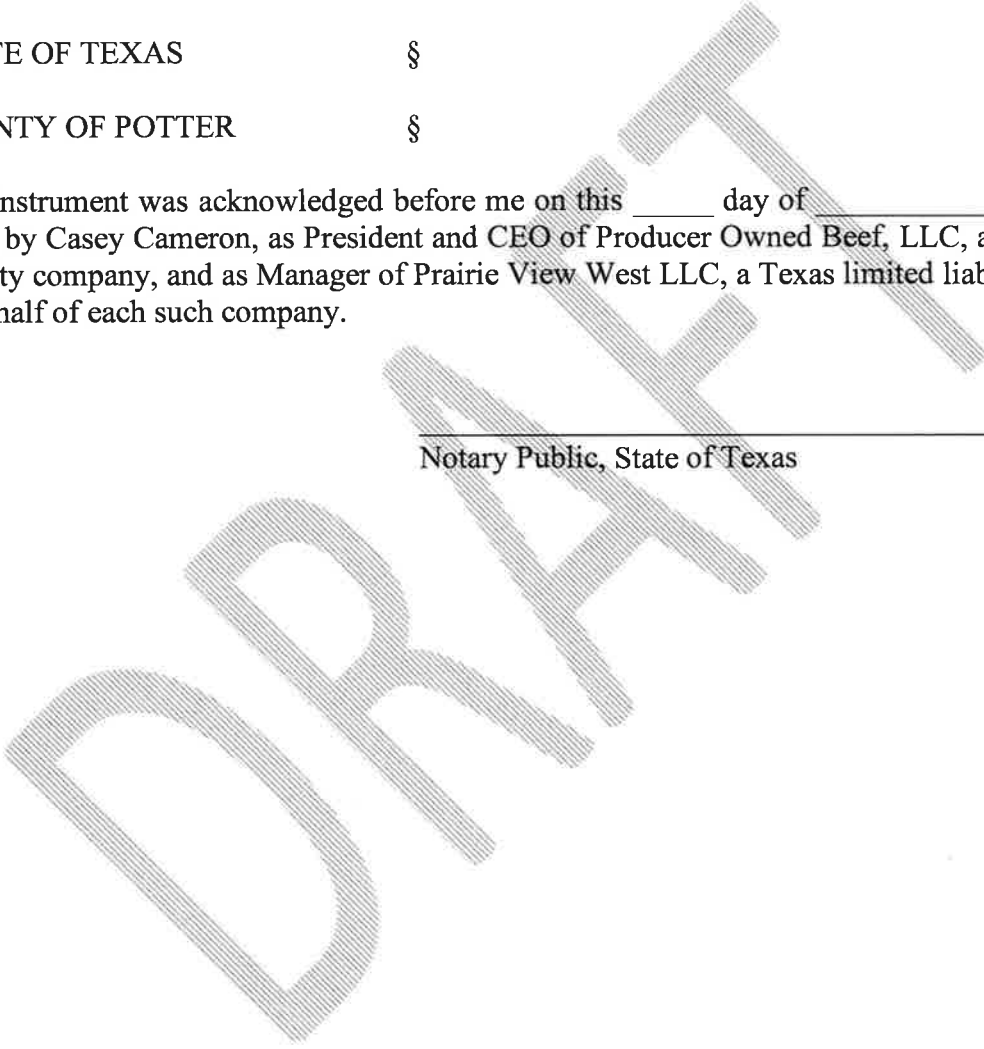
By: \_\_\_\_\_  
Casey Cameron, Manager

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Casey Cameron, as President and CEO of Producer Owned Beef, LLC, a Texas limited liability company, and as Manager of Prairie View West LLC, a Texas limited liability company, on behalf of each such company.

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



**CITY:**

CITY OF AMARILLO, a Texas municipality

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Bryan McWilliams, City Attorney

STATE OF TEXAS §

COUNTY OF POTTER §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Jared Miller, City Manager of the City of Amarillo, a Texas municipality, on behalf of such municipality.

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

DRAFT



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 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**

RENEWAL OF BID #7186 WITH CHANGE ORDER #1 & #2 FOR LANDSCAPE MAINTENANCE FOR CITY PARKS AND OTHER LOCATIONS TO INCIRCLE MAINTENANCE INC. AND REEDER LANDSCAPE AS FOLLOWS.

- Lot 1 – Regional Parks – Incircle Management Inc. \$1,219,053.00
- Lot 2 – School Parks - Incircle Management Inc. \$720,908.10
- Lot 3 – Community Parks – Incircle Management Inc. \$170,250.30
- Lot 4 – Undeveloped – Reeder Landscape \$96,863.20
- Change Order #1-Incircle Management Inc. \$27,130.95
- Change Order #2-Incircle Management Inc. \$89,082.51 (\$56,801.25 will be Reimbursed by Panhandle Youth Sports Foundation for Rick Klein and Southwest Complex.)
- Total Cost - \$2,323,288.06**

This item improves community appearance by providing the turnkey landscape maintenance of all shrubs, turf, groundcover, annuals, perennials, and mulch within the limits of the property classifications (Regional Parks, School Parks, Community Parks, Undeveloped Park areas) listed above using experienced personnel using only sound horticultural and landscape practices.

**Agenda Item Summary**

This item improves community appearance by providing the turnkey landscape maintenance of all shrubs, turf, groundcover, annuals, perennials, and mulch within the limits of the property classifications (Regional Parks, School Parks, Community Parks, Undeveloped Park areas) listed above using experienced personnel using only sound horticultural and landscape practices.

The contract will include regular mowing on the following schedule:

- Regional Parks, School Parks and Community Parks
- March 1 – March 31 (Bi-Weekly Mowing)
  - April 1 – Sept 30 (Weekly Mowing)
  - October 1 – October 31 (Bi-Weekly Mowing)
  - Dec, Jan, Feb – Extra Mows as needed

- Undeveloped Mowing
- November 1 – March 31
  - April 1 – September 30

The contract will also include the following landscape maintenance items: turf aerification; weed/insect control; ground cover control/edging; shrub pruning/trimming; mulch application; fertilizer application; pre-emergent application and removal of dead or broken limbs.

This is a one (1) year contract with options to renew for an additional (5) five additional (1) one year periods, if agreeable by both parties.

**Requested Action**

Approval and authorization for City Manager to execute agreement.

**Funding Summary**

1861.62000-Professional Services

**Community Engagement Summary**

n/a

**Staff Recommendation**

Staff recommends approval.

Bid No. 7186 Landscape Maintenance Annual Contract Amarillo Parks and Open Space  
 Opened 4:00 p.m., February 17, 2022

To be awarded by lot	INCIRCLE MANAGEMENT INC	REEDER LANDSCAPE	AMARILLO INTEGRATED LANDSCAPING	
Line 01-01 John Stiff Memorial Park, per specifications				
1 yr				
Unit Price	\$417,384.000	\$478,920.240		
Extended Price		\$417,384.00	\$478,920.24	\$0.00
Line 01-02 Martin Road Park, per specifications				
1 yr				
Unit Price	\$117,249.000	\$134,535.390		
Extended Price		\$117,249.00	\$134,535.39	\$0.00
Line 01-03 Medical Center Park, per specifications				
1 yr				
Unit Price	\$107,151.000	\$122,948.610		
Extended Price		\$107,151.00	\$122,948.61	\$0.00
Line 01-04 Southeast Park, per specifications				
1 yr				
Unit Price	\$86,674.500	\$99,453.200		
Extended Price		\$86,674.50	\$99,453.20	\$0.00
Line 01-05 Thompson Memorial Park, per specifications				
1 yr				
Unit Price	\$490,594.500	\$562,924.400		
Extended Price		\$490,594.50	\$562,924.40	\$0.00
<b>Lot 1</b>				
<b>Total Cost to Maintain</b>				
Line 01-06	<b>Regional Parks</b>	<b>\$1,219,053.00</b>	<b>\$1,398,781.84</b>	<b>\$0.00</b>
<b>Cost to Maintain 1 Acre of</b>				
Line 01-07	<b>Regional Park</b>	<b>85.00/week</b>	<b>97.53/week</b>	
Line 02-01 Alice Landergin School Park, per specifications				
1 yr				
Unit Price	\$10,048.500	\$11,264.930		
Extended Price		\$10,048.50	\$11,264.93	\$0.00
Line 02-02 Arden Road School Park, per specifications				
1 yr				
Unit Price	\$32,729.400	\$36,691.470		
Extended Price		\$32,729.40	\$36,691.47	\$0.00
Line 02-03 Dr. Avondale School Park, per specifications				
1 yr				
Unit Price	\$18,661.500	\$20,920.580		
Extended Price		\$18,661.50	\$20,920.58	\$0.00

Extended Price

\$17,800.20

\$19,955.01

\$0.00

To be awarded by lot	INCIRCLE MANAGEMENT INC	REEDER LANDSCAPE	AMARILLO INTEGRATED LANDSCAPING	
Line 02-04 Belmar School Park, per specifications				
1 yr				
Unit Price	\$55,410.300	\$62,118.020		
Extended Price		\$55,410.30	\$62,118.02	\$0.00
Line 02-05 City View School Park, per specifications				
1 yr				
Unit Price	\$32,729.400	\$36,691.470		
Extended Price		\$32,729.40	\$36,691.47	\$0.00
Line 02-06 Eastridge School Park, per specifications				
1 yr				
Unit Price	\$39,045.600	\$43,772.280		
Extended Price		\$39,045.60	\$43,772.28	\$0.00
Line 02-07 Gene Howe School Park, per specifications				
1 yr				
Unit Price	\$16,651.800	\$18,667.590		
Extended Price		\$16,651.80	\$18,667.59	\$0.00
Line 02-08 Hamlet School Park, per specifications				
1 yr				
Unit Price	\$26,126.100	\$29,288.810		
Extended Price		\$26,126.10	\$29,288.81	\$0.00
Line 02-09 Hilltop School Park, per specifications				
1 yr				
Unit Price	\$29,571.300	\$33,151.070		
Extended Price		\$29,571.30	\$33,151.07	\$0.00
Line 02-10 Lamar School Park, per specifications				
1 yr				
Unit Price	\$15,790.500	\$17,702.030		
Extended Price		\$15,790.50	\$17,702.03	\$0.00
Line 02-11 Lawndale School Park, per specifications				
1 yr				
Unit Price	\$24,403.500	\$27,357.680		
Extended Price		\$24,403.50	\$27,357.68	\$0.00
Line 02-12 Margaret Wills School Park, per specifications				
1 yr				
Unit Price	\$15,503.400	\$17,380.170		
Extended Price		\$15,503.40	\$17,380.17	\$0.00
Line 02-13 Mesa Verde School Park, per specifications				
1 yr				
Unit Price	\$28,997.100	\$32,507.360		
Extended Price		\$28,997.10	\$32,507.36	\$0.00
Line 02-14 Oakdale School Park, per specifications				
1 yr				
Unit Price	\$17,800.200	\$19,955.010		

To be awarded by lot	INCIRCLE MANAGEMENT INC	REEDER LANDSCAPE	AMARILLO INTEGRATED LANDSCAPING	
Line 02-15 Olsen School Park, per specifications				
1 yr				
Unit Price	\$19,235.700	\$21,564.290		
Extended Price		\$19,235.70	\$21,564.29	\$0.00
Line 02-16 Park Hills Elementary School Park, per specifications				
1 yr				
Unit Price	\$18,948.600	\$21,242.430		
Extended Price		\$18,948.60	\$21,242.43	\$0.00
Line 02-17 Puckett School Park, per specifications				
1 yr				
Unit Price	\$45,648.900	\$51,174.950		
Extended Price		\$45,648.90	\$51,174.95	\$0.00
Line 02-18 Ridgecrest School Park, per specifications				
1 yr				
Unit Price	\$38,758.500	\$43,450.430		
Extended Price		\$38,758.50	\$43,450.43	\$0.00
Line 02-19 Sleepy Hollow School Park, per specifications				
1 yr				
Unit Price	\$31,868.100	\$35,725.910		
Extended Price		\$31,868.10	\$35,725.91	\$0.00
Line 02-20 South Georgia School Park, per specifications				
1 yr				
Unit Price	\$24,116.400	\$27,035.820		
Extended Price		\$24,116.40	\$27,035.82	\$0.00
Line 02-21 Sunrise School Park, per specifications				
1 yr				
Unit Price	\$33,016.500	\$37,013.330		
Extended Price		\$33,016.50	\$37,013.33	\$0.00
Line 02-22 Western Plateau School Park, per specifications				
1 yr				
Unit Price	\$26,987.400	\$30,254.370		
Extended Price		\$26,987.40	\$30,254.37	\$0.00
Line 02-23 Willow Vista School Park, per specifications				
1 yr				
Unit Price	\$40,194.000	\$45,059.700		
Extended Price		\$40,194.00	\$45,059.70	\$0.00
Line 02-24 Windsor School Park, per specifications				
1 yr				
Unit Price	\$29,284.200	\$32,829.210		
Extended Price		\$29,284.20	\$32,829.21	\$0.00
Line 02-25 Woodlands School Park, per specifications				
1 yr				
Unit Price	\$30,719.700	\$34,438.490		

Extended Price

\$30,719.70

\$34,438.49

\$0.00

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To be awarded by lot	INCIRCLE MANAGEMENT INC	REEDER LANDSCAPE	AMARILLO INTEGRATED LANDSCAPING		
Line 02-26 Forest Hill School Park, per specifications					
1 yr					
Unit Price	\$18,661.500		\$20,920.580		
Extended Price		\$18,661.50		\$20,920.58	\$0.00
<hr/>					
Line 02-27	<b>Lot 2 Total</b>	<b>\$720,908.10</b>	<b>\$808,177.98</b>	<b>\$0.00</b>	
<b>Cost to Maintain 1 Acre of</b>					
Line 02-28	<b>School Park</b>	<b>87.00/week</b>	<b>97.53/week</b>		
<hr/>					
Line 03-01 El Alamo Park, per specifications					
1 yr					
Unit Price	\$26,700.300		\$29,932.520	\$96,260.460	
Extended Price		\$26,700.30		\$29,932.52	\$96,260.46
<hr/>					
Line 03-02 Gene Howe Park, per specifications					
1 yr					
Unit Price	\$33,303.600		\$37,335.180	\$108,631.220	
Extended Price		\$33,303.60		\$37,335.18	\$108,631.22
<hr/>					
Line 03-03 Hines Memorial Park/Warford Activity Center, per specifications					
1 yr					
Unit Price	\$36,174.600		\$40,553.730	\$118,453.850	
Extended Price		\$36,174.60		\$40,553.73	\$118,453.85
<hr/>					
Line 03-04 River Road Park, per specifications					
1 yr					
Unit Price	\$33,016.500		\$37,013.330	\$109,389.250	
Extended Price		\$33,016.50		\$37,013.33	\$109,389.25
<hr/>					
Line 03-05 Southeast Softball Complex, per specifications					
1 yr					
Unit Price	\$41,055.300		\$46,025.270	\$120,384.260	
Extended Price		\$41,055.30		\$46,025.27	\$120,384.26
<hr/>					
<b>Lot 3</b>					
<b>Total Cost to Maintain</b>					
Line 03-06	<b>Community Parks</b>	<b>\$170,250.30</b>	<b>\$190,860.03</b>	<b>\$553,119.04</b>	
<b>Cost to Maintain 1 Acre of</b>					
Line 03-07	<b>Community Parks</b>	<b>87.00/week</b>	<b>97.53/week</b>	<b>179.37/week</b>	
<hr/>					
Line 04-01 John Stiff Memorial Park (118.29 Undeveloped Acres), per specifications					
1 yr					
Unit Price	\$72,422.400		\$30,912.000	\$33,642.240	
Extended Price		\$72,422.40		\$30,912.00	\$33,642.24
<hr/>					
Line 04-02 Martin Road Park (4.1 Acres), per specifications					
1 yr					
Unit Price	\$1,344.800		\$574.000	\$5,229.820	
Extended Price		\$1,344.80		\$574.00	\$5,229.82
<hr/>					

To be awarded by lot	INCIRCLE MANAGEMENT INC	REEDER LANDSCAPE	AMARILLO INTEGRATED LANDSCAPING
Line 04-03 Rick Klein Athletic Complex (420.4 Acres), per specifications			
1 yr			
Unit Price	\$137,891.200	\$58,856.000	\$120,512.850
Extended Price	\$137,891.20	\$58,856.00	\$120,512.85
Line 04-04 Rick Klein Park (6.0 Acres), per specifications			
1 yr			
Unit Price	\$1,968.000	\$840.000	\$5,765.690
Extended Price	\$1,968.00	\$840.00	\$5,765.69
Line 04-05 S.E. Complex (4.5 Acres), per specifications			
1 yr			
Unit Price	\$1,476.000	\$630.000	\$5,212.640
Extended Price	\$1,476.00	\$630.00	\$5,212.64
Line 04-06 Greenway Park (31.00 Undeveloped Acres), per specifications			
1 yr			
Unit Price	\$10,168.000	\$4,340.000	\$14,365.630
Extended Price	\$10,168.00	\$4,340.00	\$14,365.63
Line 04-07 Airport Blvd (5.08 Undeveloped Acres), per specifications			
1 yr			
Unit Price	\$1,666.240	\$711.200	\$5,920.470
Extended Price	\$1,666.24	\$711.20	\$5,920.47
<b>Lot 4</b>			
<b>Total Cost to Maintain</b>			
Line 04-08 C Traffic Islands	\$226,936.64	\$96,863.20	\$190,649.34
<b>Cost to Maintain 1 Acre of</b>			
Line 04-09 C Traffic Islands	82.00/mow	35.00/mow	80.87/mow
Line 05-01 Hourly Rate-Irrigation, per specifications			
1 hr			
Unit Price	\$68.000	\$65.000	\$85.000
Extended Price	\$68.00	\$65.00	\$85.00
Line 05-02 Irrigation Parts Mark-Up (percentage, per specifications)			
Unit Price	10%	0%	0%
Extended Price			
Award by Vendor	\$2,110,211.40	\$96,863.20	
CO#1	\$27,130.95	Amarillo, TX	
CO#2	\$89,082.51		
Revised Total	\$2,226,424.86		
City	Westlake, TX		



# Amarillo City Council

## Agenda Transmittal Memo



ITEM 2N

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Customer Service/ Excellence in Communication/ Best Practices
<b>Department</b>	Civic Center		
<b>Contact</b>	Bo Fowlkes – General Manager		

**Agenda Caption**

CONSIDER AWARD – CIVIC CENTER COMPLEX AUDITORIUM DRAPERY REPLACEMENT

(Contact: Bo Fowlkes, Civic Center Complex General Manager)

Rose Brand Wipers, Inc. - \$70,190.00

Full replacement of the black stage drapery located in the Auditorium.

**Agenda Item Summary**

This is a replacement of the black stage drapery located in the Auditorium. Funding for this award is available in the FY 2022 Capital Improvement Fund for the Civic Center Complex.

**Requested Action**

Approval and award.

**Funding Summary**

2017/2018 approved Capital Improvement Plan, Job #440271.17400.1040 Auditorium Curtains

**Community Engagement Summary**

Feedback from patrons and tenants; research on best practices.

**Staff Recommendation**

It is recommended that the purchase of the Replacement Drapery for the Auditorium be awarded to Rose Brand for a total of \$70,190.00.

Bid No. 7420 Purchase of Theatrical Drapes for Civic Center  
 Opened 4:00 p.m. January 19, 2023

To be awarded as one lot	ROSE BRAND WIPERS, INC.	TEXAS SCENIC COMPANY
Line 1 Borders - 10'H X 67'W 32 oz. Royal Black Velour, per specifications		
4 ea		
Unit Price	\$4,705.000	\$4,890.000
Extended Price	18,820.00	19,560.00
Line 2 legs - 28'H X 15'W 32 oz. Royale Black Velour, per specifications		
10 ea		
Unit Price	\$2,705.000	\$3,000.000
Extended Price	27,050.00	30,000.00
Line 3 Traveler - 28'H X 35'W 32 oz. Royale Black Velour, per specifications		
4 ea		
Unit Price	\$6,080.000	\$7,230.000
Extended Price	24,320.00	28,920.00
<b>Bid Total</b>	<b>70,190.00</b>	<b>78,480.00</b>
Award by Vendor	\$ 70,190.00	
City	Secaucus, NJ	





# Amarillo City Council Agenda Transmittal Memo

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Infrastructure
<b>Department</b>	Facilities Department		
<b>Contact</b>	Jerry Danforth, Facilities Director		

**Agenda Caption**

CONSIDER AWARD – CONSTRUCTION IMPROVEMENTS TO THE SANTA FE DEPOT PAVILION  
 (Contact: Jerry Danforth, Facilities Director)  
 Award to: Panhandle Steel Buildings, Inc. - \$786,426.00

This item considers the award of a construction contract for site preparation, site security, and construction improvements to the Santa Fe Depot Pavilion located at 401 S. Grant in Amarillo Texas.

**Agenda Item Summary**

This is for the construction contract to Panhandle Steel Buildings, Inc. for the site preparation, site security, and construction improvements to the Santa Fe Depot Pavilion located at 401 S. Grant in Amarillo Texas. The improvements will improve the overall functionality of the event space and allow the event space to become compliant with the City of Amarillo Landscape Ordinances.

**Requested Action**

Consider approval and award of the construction contract to Panhandle Steel Buildings, Inc. for \$786,426.00.

**Funding Summary**

(City Job Numbers: 440248.17400.1040)

**Community Engagement Summary**

Multiple customers and clients of the Amarillo Civic Center have been engaged.

**Staff Recommendation**

Staff recommends approval of contract award to Panhandle Steel Buildings, Inc.



# Amarillo City Council Agenda Transmittal Memo



ITEM 2P

<b>Meeting Date</b>	February 14, 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 AWARD OF BID NO. **7459** FOR THE EAST PARK PLAYGROUND REPLACEMENT AT EAST PARK.

Total Base Bid Amount: \$148,665.00

Total Bid Amount: \$148,665.00 to be awarded to: **Exerplay Inc.**

## Agenda Item Summary

The project consists of a turn-key replacement of playground equipment within existing park of East Park in Amarillo, Texas.

Installation Quote Includes:

- **Deconstruction, removal, and proper disposal of the existing playground equipment**
- **Installation of playground equipment**
- **ADA inspections/reviews**
- **CPSI inspection**
- **All associated design works**
- **Insurance**
- **Bonds**
- **Any miscellaneous sitework required to complete installation**
- 

## Requested Action

Approval and authorization for City Manager to execute agreement.

## Funding Summary

Funding is allocated in Project # 411600

Buyboard Contract # 679-22

## Community Engagement Summary

N/A

## Staff Recommendation

Staff recommends approval

Bid No. 7459 Budget East Park Play Ground  
Opened 4:00 p.m. January 31, 2023

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To be awarded as one lot

EXERLAY INC

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Line 1 Playbooster Per Drawing (Main  
Play Structure) , per specifications

1 ea		
Unit Price	\$54,490.000	
Extended Price		54,490.00

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Line 2 Curva Spinner (DB Only), per  
specifications

1 ea		
Unit Price	\$2,280.000	
Extended Price		2,280.00

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Line 3 Saddle Spinner 12" - 16", DB, per  
specifications

2 ea		
Unit Price	\$1,245.000	
Extended Price		2,490.00

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Line 4 Single Post Swing Frame 8' Beam  
Height Only, per specifications

1 ea		
Unit Price	\$1,550.000	
Extended Price		1,550.00

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Line 5 Single Post Swing Frame Additional  
Bay 8' Beam Height Only, per  
specifications

2 ea		
Unit Price	\$1,150.000	
Extended Price		2,300.00

---

Line 6 Belt Seat w/Chains Proguard  
Chains for 8' Beam Height, per  
specifications

4 ea		
Unit Price	\$150.000	
Extended Price		600.00

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Line 7 Full Bucket Seat w/Chains  
Proguard Chains for 8' Beam Height ,  
per specifications

2 ea		
Unit Price	\$425.000	
Extended Price		850.00

---

Line 8 BuyBoard Contract #679-22, 5%,  
per specifications

1 ea		
Unit Price	(\$3,228.000)	
Extended Price		(3,228.00)

---

Line 9 Freight/Shipping Charges, per  
specifications

1 ea		
Unit Price	\$7,245.000	
Extended Price		7,245.00

---

Line 10 Wood Mulch Playground Quality  
Wood Mulch, Priced per CU/YD, per  
specifications

190 ea		
Unit Price	\$36.000	
Extended Price		6,840.00

---

Line 11 BuyBoard Contract #679-22, 5%,  
per specifications

1 ea		
Unit Price	(\$342.000)	
Extended Price		(342.00)

---

Line 12 Freight/Shipping Charges, per  
specifications

1 ea		
Unit Price	\$2,362.000	
Extended Price		2,362.00

---

Line 13 Install of Playground Equipment  
and Wood Mulch, per specifications

1 ea		
Unit Price	\$23,000.000	
Extended Price		23,000.00

---

Line 14 Demo of Existing Equipment,  
Includes Disposal and Hauling Off of  
Equipment, Borders and Pea Gravel, per  
specifications

1 ea		
Unit Price	\$20,625.000	
Extended Price		20,625.00

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Line 15 Concrete Sidewalk, 175 Sqft, 4"  
Thick, per specifications

1 ea		
Unit Price	\$2,625.000	
Extended Price		2,625.00

---

Line 16 Concrete Curbing, 275 Lf, 12"  
Tall, 6" Wide, 8" Deep With Rebar, per  
specifications

1 ea		
Unit Price	\$16,750.000	
Extended Price		16,750.00

---

Line 17 Inspection Ras and Playground  
Audit, per specifications

1 ea		
Unit Price	\$3,200.000	
Extended Price		3,200.00

---

Line 18 Bond Performance Payment Bond  
, per specifications

1 ea		
Unit Price	\$5,028.000	
Extended Price		5,028.00

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Bid Total		148,665.00
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Award by Vendor	\$ 148,665.00	
City	Cedar Crest, NM	





# Amarillo City Council Agenda Transmittal Memo



ITEM 2Q

<b>Meeting Date</b>	February 14, 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 AWARD OF BID NO. **7464** FOR THE WEST HILLS PLAYGROUND REPLACEMENT AT WEST HILLS PARK.

Total Base Bid Amount: \$146,385.25

Total Bid Amount: \$146,385.25 to be awarded to: **Exerplay Inc.**

### Agenda Item Summary

The project consists of a turn-key replacement of playground equipment within existing park of West Hills Park in Amarillo, Texas.

Installation Quote Includes:

- **Deconstruction, removal, and proper disposal of the existing playground equipment**
- **Installation of playground equipment**
- **ADA inspections/reviews**
- **CPSI inspection**
- **All associated design works**
- **Insurance**
- **Bonds**
- **Any miscellaneous sitework required to complete installation**

### Requested Action

Approval and authorization for City Manager to execute agreement.

### Funding Summary

Funding is allocated in Project # 411602

Buyboard Contract # 592-19

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval

Bid No. 7464 Budget West Hills Play Ground  
Opened 4:00 p.m. January 31, 2023

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To be awarded as one lot

EXERLAY INC

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Line 1 Landscape Structures Playbooster  
Per Drawing, per specifications

1 ea			
Unit Price	\$53,570.000		
Extended Price		53,570.00	

---

Line 2 Pod Climber 10", per  
specifications

2 ea			
Unit Price	\$340.000		
Extended Price		680.00	

---

Line 3 Curva Spinner (DB Only), per  
specifications

1 ea			
Unit Price	\$2,280.000		
Extended Price		2,280.00	

---

Line 4 Saddle Spinner 16", DB, per  
specifications

1 ea			
Unit Price	\$1,245.000		
Extended Price		1,245.00	

---

Line 5 Single Post Swing Frame 8' Beam  
Height Only, per specifications

1 ea			
Unit Price	\$1,550.000		
Extended Price		1,550.00	

---

Line 6 Single Post Swing Frame Additional  
Bay 8' Beam Height Only, per  
specifications

2 ea			
Unit Price	\$1,150.000		
Extended Price		2,300.00	

---

Line 7 Belt Seat w/Chains Proguard  
Chains for 8' Beam Height, per  
specifications

4 ea			
Unit Price	\$150.000		
Extended Price			600.00

---

Line 8 Full Bucket Seat w/Chains  
Proguard Chains for 8' Beam Height ,  
per specifications

2 ea			
Unit Price	\$425.000		
Extended Price			850.00

---

Line 9 BuyBoard Contract #679-22, 5%,  
per specifications

1 ea			
Unit Price	(\$3,490.500)		
Extended Price			(3,490.50)

---

Line 10 Freight/Shipping Charges, per  
specifications

1 ea			
Unit Price	\$8,000.000		
Extended Price			8,000.00

---

Line 11 Wood Mulch Playground Quality  
Wood Mulch, Priced per CU/YD, per  
specifications

185 ea			
Unit Price	\$36.000		
Extended Price			6,660.00

---

Line 12 BuyBoard Contract #679-22, 5%,  
per specifications

1 ea			
Unit Price	(\$305.250)		
Extended Price			(305.25)

---

Line 13 Freight/Shipping Charges, per  
specifications

1 ea			
Unit Price	\$2,420.000		
Extended Price			2,420.00

---

Line 14 Install of Playground Equipment  
and Wood Mulch, per specifications

1 ea		
Unit Price	\$23,750.000	
Extended Price		23,750.00

Line 15 Demo of Existing Equipment,  
Includes Disposal and Hauling Off of  
Equipment, Borders and Pea Gravel, per  
specifications

1 ea		
Unit Price	\$20,625.000	
Extended Price		20,625.00

Line 16 Concrete Sidewalk, 75 Sqft, 4"  
Thick, per specifications

1 ea		
Unit Price	\$1,500.000	
Extended Price		1,500.00

Line 17 Concrete Curbing, 260 Lf, 12"  
Tall, 6" Wide, 8" Deep With Rebar, per  
specifications

1 ea		
Unit Price	\$16,000.000	
Extended Price		16,000.00

Line 18 Inspection Ras and Playground  
Audit, per specifications

1 ea		
Unit Price	\$3,200.000	
Extended Price		3,200.00

Line 19 Bond Performance Payment Bond  
, per specifications

1 ea		
Unit Price	\$4,951.000	
Extended Price		4,951.00

Bid Total		146,385.25
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Award by Vendor	\$ 146,385.25	
City	Cedar Crest, NM	



# Amarillo City Council Agenda Transmittal Memo



ITEM 2R

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Transportation
<b>Department</b>	Street/1420		
<b>Contact</b>	Donny Hooper, Director of Public Works		

## Agenda Caption

CONSIDER AWARD – Bid #7400

This item is to consider award of a contract for the purchase of up to 7,500 cubic yards of Pre-coated B-4 Aggregate, used by the Street Division during the summer for sealcoating of paved streets.  
J. Lee Milligan Inc. - \$782,700.00

## Agenda Item Summary

Pre-coated B-4 Aggregate, in conjunction with Asphaltic Cement (AC-5), is used during the sealcoating process. AC-5 is applied to the street surface as a sealant, followed by the pre-coated B-4 aggregate which adheres to the AC-5 forming a new driving surface. The sealcoating process is essential to extending the life of City streets. This contract allows for the purchase of up to 7,500 cubic yards of Pre-coated B-4 aggregate within FY22/23.

## Requested Action

Consider approval and award to best evaluated bidder meeting specification, J. Lee Milligan Inc. in the amount of \$782,700.00.

## Funding Summary

Funding for this item is available in the Street Division Budget 1420.68300 (R&M Improvements) up to \$710,000. The cost of \$104.36 per cubic yard is a 14.92% increase from the current contract price of \$90.81 per cubic yard. No State or Federal funds will be used for the purchase of this product.

## Community Engagement Summary

N/A

## Staff Recommendation

City Staff is recommending approval of this bid.

<p><b>Bid No. 7400 Best Value Bid for City of Amarillo B-4 Aggregate (Pre-Coated) Annual Contract</b></p>									
<p><b>Tabulation Compilation showing Scoring Criteria</b></p>	<p><b>Price</b></p>	<p><b>Reputation of the Bidder and Bidder's goods or services</b></p>	<p><b>Quality of the Bidder's goods or services and the suitability of proposed product to meet specifications</b></p>	<p><b>Bidders' Past Relationship with City of Amarillo as well as performance on past City Contract</b></p>	<p><b>Maximum Possible =100</b></p>				<p><b>For Additional Comments or if More Space is Needed, Please Attach A Separate Sheet.</b></p>
<p><b>Company</b></p>	<p>30.00</p>	<p>30.00</p>	<p>30.00</p>	<p>10.00</p>	<p>Total</p>	<p>Average</p>	<p>Rank</p>		<p>Comments</p>
<p><b>J LEE MILLIGAN, INC.</b></p>	<p>30.0000</p>	<p>28.3333</p>	<p>29.0000</p>	<p>10.0000</p>	<p>97.33</p>	<p>97.33%</p>			

# Amarillo City Council Agenda Transmittal Memo



ITEM 2S

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Director of Utilities		
<b>Contact</b>	John Collins, Director of Utilities		

## Agenda Caption

Award- Bid 7410 for the Annual Contract of Liquid Ferrous Chloride on an as-needed basis.

## Agenda Item Summary

This is an Annual as-needed contract to purchase Liquid Ferrous Chloride to help control the sewer odors in the sewer mains It is dispensed at several different lift stations throughout the City.

## Requested Action

Consider approval to purchase the Liquid Ferrous Chloride from OFS Inc. for the total amount of 158,463 lbs. @ \$1.23/LB and \$194,909.49 extended. OFS is the low bidder.

## Funding Summary

Funding will be from the Sewer account 52240-51350 (chemical and medical). Account has a balance of \$115,266.70

## Community Engagement Summary

Community impact will help keep the odor of sewer from affecting the customers around the larger outfall lines throughout the City.

## Staff Recommendation

City Staff is recommending the award of purchase

Bid No. 7410 LIQUID FERROUS CHLORIDE ANNUAL CONTRACT  
Opened 4:00 p.m. January 5, 2023

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To be awarded as one lot	OFS INC	PENCCO INC
Line 1 Liquid technical grade Ferrous Chloride, per specifications 158,463 lb		
Unit Price	\$1.230	\$3.250
Extended Price	194,909.49	515,004.75
<b>Bid Total</b>	<b>194,909.49</b>	<b>515,004.75</b>
Award by Vendor	\$ 194,909.49 ✓	



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development/ Redevelopment
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Brady Kendrick – Planner II		

**Agenda Caption**

Consideration of an Aviation Clear Zone Easement, being 4,700 feet above mean sea level above the plat of Holiday South Unit No. 15, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 177, Block 2, A.B.&M. Survey, Randall County, Texas.  
VICINITY: Valencia Dr. and Burlington Rd.

**Agenda Item Summary**

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Holiday South Unit No. 15.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract’s proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation than ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 4,700 feet above mean sea level for the plat of Holiday South Unit No. 15.

**Requested Action**

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

**Funding Summary**

The Easement is being granted to the City at no cost.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF RANDALL       §

WHEREAS, QUIGLEY BUILDERS LLC, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 4,700 feet above mean sea level above the plat of Holiday South Unit No. 15 a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 177, Block 2, A.B.&M. Survey, Randall County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigned, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,700 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,700 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

LSS 8/25/2022

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 29 day of September, 2022.

GRANTOR  
QUIGLEY BUILDERS LLC

By:

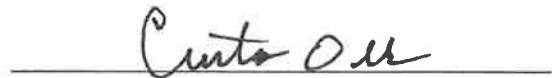
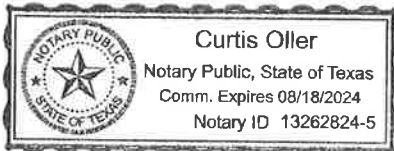


Jaden Thornton

THE STATE OF Texas §

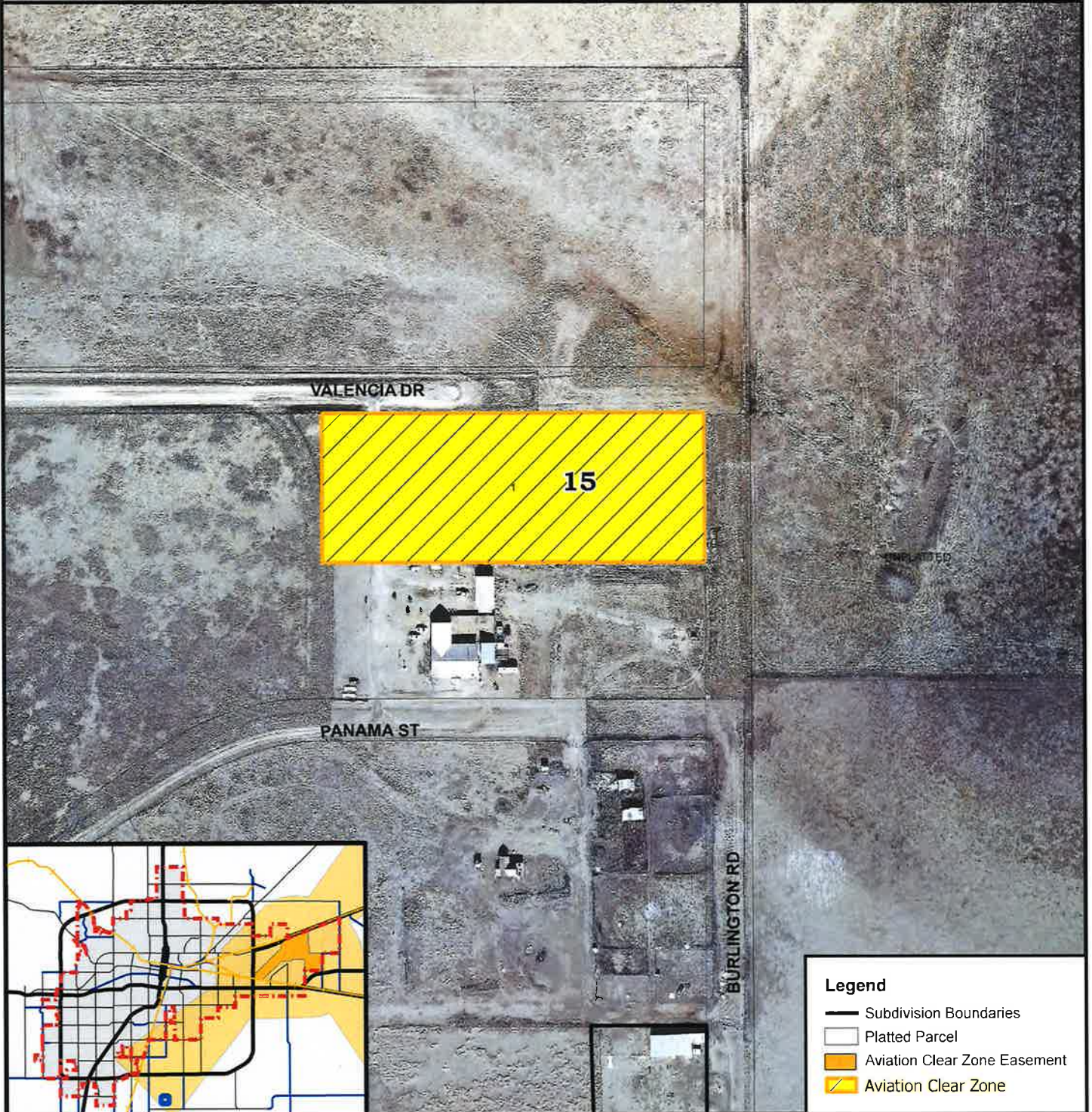
COUNTY OF Randall §

This instrument was acknowledged before me on this the 29 day of September, 2022, by Jaden Thornton.



Notary Public, State of Texas

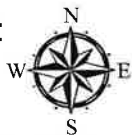
# AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Aviation Clear Zone Easement being 4,700 feet above mean sea level above the plat of Holiday South Unit No. 15, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 177, Block 2, A.B.&M. Survey, Randall County, Texas

Scale: 1 inch = 200 Feet  
Date: 1/13/2023  
Case No: ACZ-22-13



Vicinity: Burlington Rd. and E. Valencia Dr.

Applicant: Quigley Builders LLC

**AP: N-19**

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

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development/Redevelopment
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Brady Kendrick – Planner II		

**Agenda Caption**

Consideration of an Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Usherwood Acres Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 181, Block 2, A.B.&M. Survey, Randall County, Texas.  
VICINITY: F.M. Highway 1541 and Sundown Lane  
APPLICANT/S: Eric White and Cristine White

**Agenda Item Summary**

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Usherwood Acres Unit No. 2.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract's proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation than ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 4,750 feet above mean sea level for the plat of Usherwood Acres Unit No. 2.

**Requested Action**

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

**Funding Summary**

The Easement is being granted to the City at no cost.

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval of this Aviation Clear Zone Easement.

AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS    §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF RANDALL   §

WHEREAS, Eric White and Cristine White, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement being 4,750 feet above mean sea level above the plat of Usherwood Acres Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land, in Section 181, Block 2, AB&M Survey, Randall County Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigns, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigns, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,750 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree, or other object in the airspace to any elevation greater than 4,750 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 30<sup>th</sup> day of NOVEMBER, 2022.

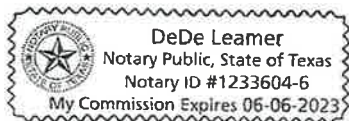
GRANTOR


  
Eric White

THE STATE OF TEXAS §

COUNTY OF RANDALL §

This instrument was acknowledged before me on this the 30<sup>th</sup> day of NOVEMBER, 2022, by Eric White.



  
Notary Public, State of TEXAS

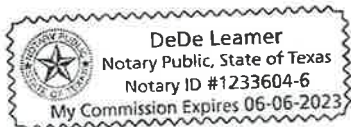
GRANTOR


  
Cristine White

THE STATE OF TEXAS §

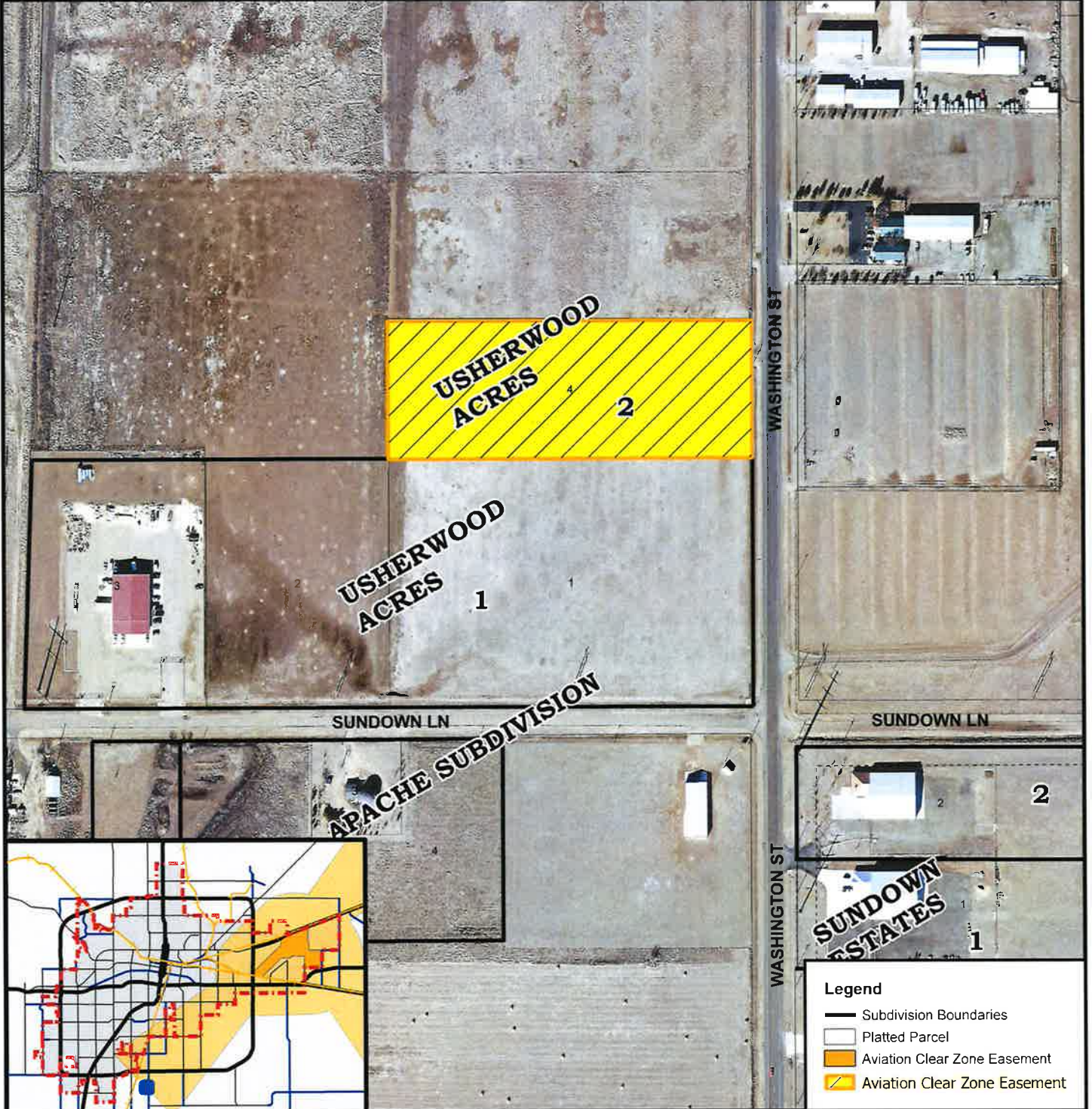
COUNTY OF RANDALL §

This instrument was acknowledged before me on this the 30<sup>th</sup> day of NOVEMBER, 2022, by Cristine White.



  
Notary Public, State of TEXAS

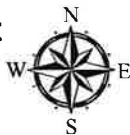
# AVIATION CLEAR ZONE EASEMENT



## CITY OF AMARILLO PLANNING DEPARTMENT

Aviation Clear Zone Easement being 4,750 feet above mean sea level above the plat of Usherwood Acres Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 181, Block 2, A.B.&M. Survey, Randall County, Texas

Scale: 1 inch = 300 Feet  
 Date: 1/13/2023  
 Case No: ACZ-22-17



Vicinity: FM 1541 and Sundown Lane  
 Applicant: Eric and Cristine White

AP: M-18

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 2V

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development/Redevelopment
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Brady Kendrick – Planner II		

### Agenda Caption

Acceptance of an Easement Agreement for Access and Parking between the City of Amarillo and Amarillo Junior College, being a 0.94 acre tract of land out of a portion of Lot 1 and 4, Block 127, Lot 1 and 4, Block 144, plus portions of vacated right-of-way, in the Amended, Corrected, & Revised map of Mrs. M.D. Oliver Eakle's Addition, an addition to the City of Amarillo, in Section 171, Block 2, A.B.&M. Survey, Potter County, Texas.

VICINITY: SW 25<sup>th</sup> Ave. and S, Jackson St.

**GRANTOR:** City of Amarillo **Grantee:** Amarillo Junior College

### Agenda Item Summary

The acceptance of the just mentioned Easement Agreement for Access and Parking is associated with the renovation of the Amarillo Junior College Carter Fitness Center. The Carter Fitness Center is located immediately adjacent to Memorial Park, a portion of which the easement boundary includes.

Amarillo Junior College intends to construct hardscape improvements within the easement that would include parking spaces, sidewalk, and drive aisle. Amarillo Junior College will be responsible for the maintenance of any improvements constructed and will also be responsible for the relocation of any irrigation lateral lines.

City Council acceptance of the Easement Agreement is required as City property is included within the boundary of this easement.

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

### Requested Action/Recommendation

Staff recommends approval as submitted.

## EASEMENT AGREEMENT FOR ACCESS AND PARKING

This Easement Agreement for Access and Parking is made and entered into effective this \_\_\_\_\_ day of January, 2023, between the City of Amarillo, Texas (the "City"), whose address is P.O. Box 1971, Amarillo, Texas 79105, and Amarillo Junior College District, a Texas junior college district ("AC"), whose address is P.O. Box 447, Amarillo, Texas 79178.

### RECITALS

1. The City is the owner of Memorial Park (the "Park"). A portion of the Park, as depicted on Exhibit "A," attached hereto and incorporated herein by reference (the "City Property"), includes the Easement Property.

2. AC is the owner of that certain tract of land depicted on Exhibit "A," attached hereto and incorporated herein by reference, situated north of the Easement Property (the "AC Property").

3. By Ordinance No. 3140, dated November 18, 1958, the City of Amarillo vacated Southwest 25<sup>th</sup> Avenue (the "Vacated ROW") from Washington Street to Jackson Street. The South one-half of the Vacated ROW is owned by the City, and the North one-half of the Vacated ROW is owned by AC. Therefore, the dividing line between the City Property and the AC Property is the center line of the Vacated ROW.

4. The City desires to grant an easement and right-of-way on, over and across a 0.94 acre tract of land depicted on Exhibit "A" and as more particularly described on Exhibit "B," which are attached hereto and incorporated herein by reference (the "Easement Property"), for free and uninterrupted pedestrian and vehicular ingress to and egress from the Easement Property and the parking of vehicles on the Easement Property.

### AGREEMENT

In consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the City and AC agree as follows:

1. *Easement.* The City has granted and conveyed and does hereby grant and convey unto AC, its licensees, invitees, contractors, agents, employces, successors and assigns, a perpetual easement and right-of-way on, over and across the Easement Property in order to provide free and uninterrupted pedestrian and vehicular ingress to and egress from the Easement Property and for the parking of vehicles on the Easement Property (the "Easement").

2. *Improvements and Maintenance.* When AC improves the Easement Property with a parking lot, sidewalks, or other hardscape improvements, AC will move the irrigation lateral lines so that they will not be underneath the improvements. AC agrees to perform such maintenance on the Easement Property as AC determines, in its sole discretion, is necessary, but the City will maintain any grass on the Easement Property.

3. *Use by City.* The City may use the Easement Property for all purposes that do not interfere with the Easement granted herein.

4. *Character of Easement.* The Easement and the other rights and obligations set forth herein shall run with the land, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Easement is nonexclusive and irrevocable.

5. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

6. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

7. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

8. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

10. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

11. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement and any exhibits.

12. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received

or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

**CITY:**

City of Amarillo, Texas

By: *Laura Storrs*

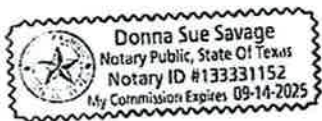
Printed Name: Laura Storrs

Title: Assistant City Manager

STATE OF Texas

COUNTY OF Potter

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2023, by Laura, Storrs of the City of Amarillo, Texas, on behalf of said city.



*Donna Sue Savage*  
Notary Public, State of 9-14-25

AC:

Amarillo Junior College District, a Texas junior college district

By: Chris Sharp

Printed Name: Chris Sharp

Title: V.P. Business Affairs  
Amarillo College

STATE OF TX

COUNTY OF Potter

This instrument was acknowledged before me on the 19<sup>th</sup> day of January, 2023,  
by Chris Sharp, of Amarillo Junior College District, a Texas  
junior college district, on behalf of said college.

Carolyn Leslie  
Notary Public, State of Texas

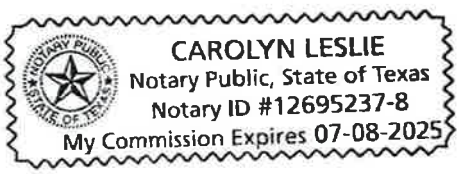


Exhibit "A"

Plat

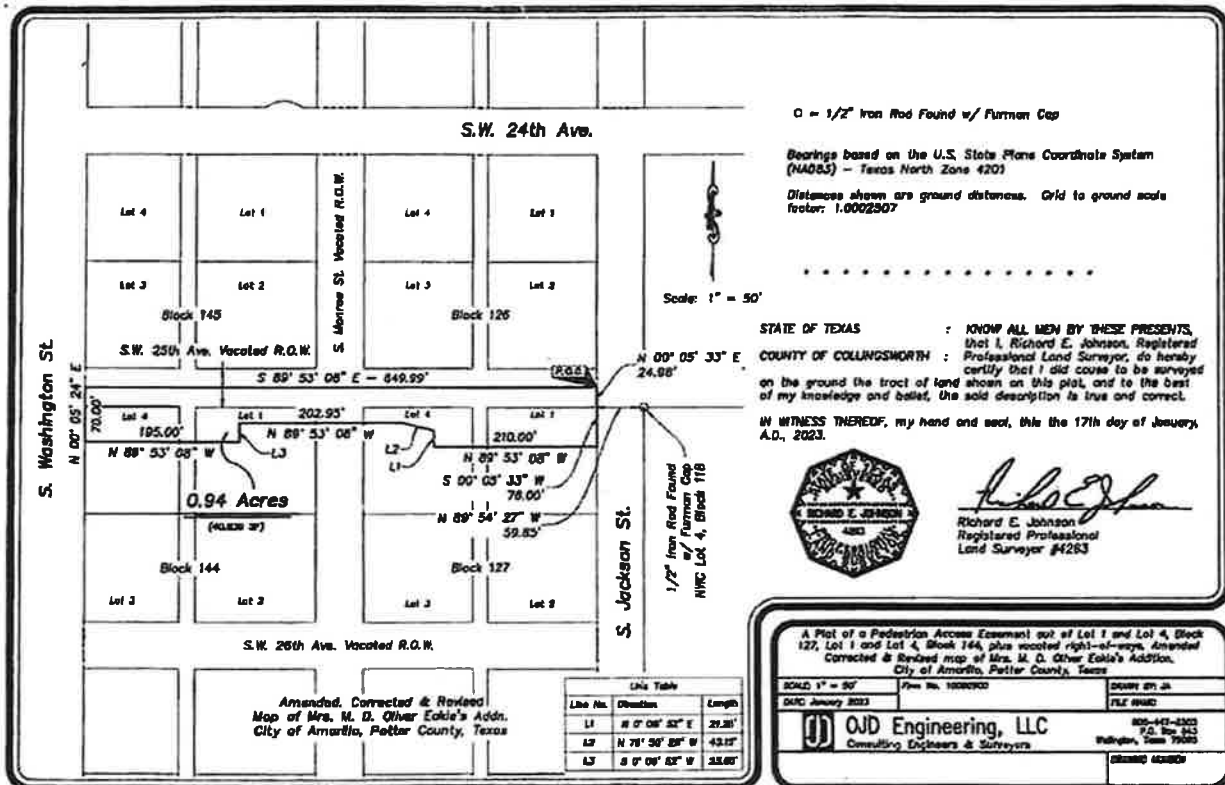


Exhibit "B"

Easement Property Legal Description

FIELD NOTES for a Pedestrian Access Easement out of a portion of Lot 1 and Lot 4, Block 127, Lot 1 and Lot 4, Block 144, plus portions of vacated right-of-way, in the Amended, Corrected & Revised map of Mrs. M. D. Oliver Eakle's Addition, City of Amarillo, Potter County, Texas, and more particularly described as follows:

BEGINNING at the intersection of the centerline of vacated S.W. 25th Avenue and the west right-of-way line of S. Jackson Street which bears N. 89° 54' 27" W. a distance of 59.85 feet and N. 00° 05' 33" E. a distance of 24.98 feet from a 1/2" iron rod found with a Furman cap at the northwest corner of Lot 4, Block 118, said Amended, Corrected & Revised map of Mrs. M. D. Oliver Eakle's Addition, for the northeast corner of this easement.

THENCE S. 00° 05' 33" W., along said west right-of-way line, a distance of 76.00 feet to the southeast corner of this easement.

THENCE N. 89° 53' 08" W. a distance of 210.00 feet to a corner of this easement.

THENCE N. 0° 06' 52" E. a distance of 21.26 feet to a corner of this easement.

THENCE N. 76° 50' 26" W. a distance of 43.15 feet to a corner of this easement.

THENCE N. 89° 53' 08" W. a distance of 202.95 feet to a corner of this easement.

THENCE S. 0° 06' 52" W. a distance of 25.00 feet to a corner of this easement.

THENCE N. 89° 53' 08" W. a distance of 195.00 feet to the east right-of-way line of S. Washington Street for the southwest corner of this easement.

THENCE N. 00° 05' 24" E., along said east right-of-way line, a distance of 70.00 feet to the intersection of said east right-of-way line and said centerline of said vacated S.W. 25th Avenue for the northwest corner of this easement.

THENCE S. 89° 53' 08" E., along said centerline, a distance of 649.99 feet to the place of BEGINNING and containing 0.94 acres (40,839 square feet) of land.

# Amarillo City Council Agenda Transmittal Memo



ITEM 2W

<b>Meeting Date</b>	02-14-2023	<b>Council Priority</b>	Public Safety
<b>Department</b>	Police 1610		
<b>Contact</b>	Chief Martin Birkenfeld		

### Agenda Caption

CONSIDERATION OF RESOLUTION NO. 02-14-23-2

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE APPLICATION FOR AND ADMINISTRATION OF A RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM AWARD FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION; AUTHORIZING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE PROGRAM; PROVIDING OTHER CLAUSES AND AN EFFECTIVE DATE.

### Agenda Item Summary

This item approves the Amarillo Police Department application for a grant from the Office of the Governor, Public Safety Office - Criminal Justice Division titled "Rifle Resistant Body Armor Grant Program, FY2024." This grant will fund the purchase of approximately 67 rifle bullet resistant armor for police school liaison officers and special operations officers. The armored vests provide additional lifesaving protection for police officers during armed encounters.

### Requested Action

Council approval of the grant application.

### Funding Summary

Requested grant amount is approximately \$167,500. No matching funds are required.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval.



RESOLUTION NO.02-14-23-2

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING THE APPLICATION FOR AND ADMINISTRATION OF A RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM AWARD FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION; AUTHORIZING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE PROGRAM; PROVIDING OTHER CLAUSES AND AN EFFECTIVE DATE.

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WHEREAS, the Office of the Governor, Criminal Justice Division has established the Rifle-Resistant Body Armor Grant Program (the "Program"), which equips law enforcement officers at risk of shootings with rifle-resistant body armor; and,

WHEREAS, the City of Amarillo Police Department is eligible to apply for, and has applied for, \$167,500 in Program funding; and,

WHEREAS, the City Council wishes to ratify the Program application and designate specific City staff to efficiently administer the Program award, if any.

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

SECTION 1. The Program application is hereby ratified on behalf of the City with the corresponding Governor's Office.

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


SECTION 3. In the event of loss or misuse of Office of the Governor funds, the City Council assures that those funds will be returned to the same in full.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 14th day of February 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

DRAFT

# Amarillo City Council Agenda Transmittal Memo



ITEM 2X

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Best Practices
<b>Department</b>	Information Technology		
<b>Contact</b>	Missy Tucker, Director of Information Technology		

### Agenda Caption

CONSIDER AWARD – MASTER SERVICES AGREEMENT FOR VOICE AND INTERNET SERVICES

Optimum Master Service Agreement for Network Services  
(Formerly Suddenlink)

### Agenda Item Summary

This item represents the renewal of an Optimum Master Service Agreement (MSA) for voice and internet services for thirty-six (36) months. This agreement provides high-level terms and conditions governing the individual Exhibits executed for services across thirty-five (35) city locations. The terms established in the existing Exhibits do not change with this agreement.

### Requested Action

Approval to renew the MSA with Optimum.

### Funding Summary

There is no dollar amount or value associated with this MSA specifically. The Exhibits executed under this MSA state the pricing and duration of service(s) established for each city location. The annual total dollar amount of all Exhibits is currently \$154,156.44. The individual Exhibits are paid for by the departments utilizing the service. Total not to exceed \$475,000.00 for the 36-month term of the MSA.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends signing the MSA with Optimum.



# Amarillo City Council Agenda Transmittal Memo



ITEM 2Y

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner, Director of Aviation		

### Agenda Caption

CONSIDER – APPROVAL OF THE FINAL RECTIFYING CHANGE ORDER #4 TO THE PANHANDLE STEEL BUILDINGS, INC., CONTRACT FOR THE SRE BUILDING MODIFICATIONS CONSTRUCTION PROJECT AT RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.  
CHANGE ORDER ITEMS = \$174,962.63  
LIQUIDATED DAMAGES = \$(14,000)  
FINAL CONTRACT AMOUNT = \$1,138,697.06

### Agenda Item Summary

This item includes silicone roofing system costs, required gas line rerouting, and required miscellaneous electrical work. All these elements were necessary to complete the project. This item also includes liquidated damages in the amount of \$14,000 because the contractor went 14 days over the contract period. This change order brings the total project amount to \$1,138,697.06.

### Requested Action

Please approve the Change Order #4 to the Panhandle Steel Buildings, Inc., construction contract.

### Funding Summary

90% FAA Grant Funded, 10% Airport Capital Budget.

### Community Engagement Summary

N/A

### Staff Recommendation

Airport staff recommends approval of this change order.

Bid No. 7064 City of Amarillo Rick Husband Amarillo International Airport SRE Building Modication  
 Opened 4:00 p.m., August 5, 2021

To be awarded as one lot	PANHANDLE STEEL BUILDINGS INC	A&S GENERAL CONTRACTORS INC	PLAINS BUILDERS INC	TRI-STAE GENERAL CONTRACTING GROUP INC
Line 1 Base Bid, furnish all necessary superintendence, labor, materials, tools, equipment, machinery and apparatus and whatever else may be necessary to complete all the work, per specifications				
1 ea				
Unit Price	\$1,175,753.000	\$1,318,790.000	\$1,700,000.000	\$1,861,000.000
Extended Price	1,175,753.00	1,318,790.00	1,700,000.00	1,861,000.00
Line 2 Provide silicone Roof Coating Restoration (RCR) system roofing system over existing metal roof panels in lieu of metal roof panel demolition and replacement, per specifications				
1 ea				
Unit Price	(\$264,066.000)	(\$234,021.000)	(\$286,000.000)	(\$280,825.000)
Extended Price	(264,066.00)	(234,021.00)	(286,000.00)	(280,825.00)
<b>Bid Total</b>	<b>\$ 911,687.00</b>	<b>\$1,084,769.00</b>	<b>\$1,414,000.00</b>	<b>\$1,580,175.00</b>

City

Change Order #1	\$ 3,260.00
Change Order #2	\$ 9,063.46
Change Order #3	\$ 53,723.97
Change Order #4	\$ 174,962.63
Other Contract Changes	\$ (14,000.00)
Revised Total	\$1,138,697.06



# Amarillo City Council Agenda Transmittal Memo



ITEM 2Z

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Transportation Systems
<b>Department</b>	Aviation		
<b>Contact</b>	Michael W. Conner: Director of Aviation		

## Agenda Caption

CONSIDER – APPROVAL OF FINAL CHANGE ORDER TO THE IHC-SCOTT CONSTRUCTION CONTRACT FOR THE AIRPORT TAXIWAY P4 AND J RECONSTRUCTION PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.

## Agenda Item Summary

This item is the second and final change order that makes final rectifying quantity adjustments to the construction contract for the Taxiway P4 and J Reconstruction project. This is a deductive change order in the amount of \$46,368.57, resulting in a total final contract amount of \$8,801,093.78.

## Requested Action

Request that the City Council approve this final change order.

## Funding Summary

N/A

## Community Engagement Summary

N/A

## Staff Recommendation

Airport staff recommends approval of this change order.

Bid No. 6820 TAXIWAYS P4 AND J RECONSTRUCTION AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT  
 Opened 4:00 p.m. July 31, 2020

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 1 Contractor quality control program, per specifications			
1 ls			
Unit Price	\$29,949.84	\$200,000.00	\$297,000.00
Extended Price	29,949.84	200,000.00	297,000.00
Line 2 Storm pollution prevention plan, per specifications			
1 ls			
Unit Price	\$22,462.38	\$75,000.00	\$5,000.00
Extended Price	22,462.38	75,000.00	5,000.00
Line 3 Mobilization, per specifications			
1 ls			
Unit Price	\$625,299.07	\$760,000.00	\$857,000.00
Extended Price	625,299.07	760,000.00	857,000.00
Line 4 Insurance-Parties as Additional Insureds, per specifications			
1 ea			
Unit Price	\$1.00	\$1.00	\$7,500.00
Extended Price	1.00	1.00	7,500.00
Line 5 Safety and security, per specifications			
1 ls			
Unit Price	\$74,874.61	\$150,000.00	\$787,000.00
Extended Price	74,874.61	150,000.00	787,000.00
Line 6 Project survey and stakeout, per specifications			
1 ls			
Unit Price	\$242,051.71	\$100,000.00	\$110,000.00
Extended Price	242,051.71	100,000.00	110,000.00
Line 7 Temporary construction item, per specifications			
1 ls			
Unit Price	\$149,749.23	\$100,000.00	\$270,000.00
Extended Price	149,749.23	100,000.00	270,000.00
Base Bid-Bid Schedule No.1 (Administrative Items) Total Amount (in Numbers)			
	\$1,144,387.84	\$1,385,001.00	\$2,333,500.00



To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 8 Temporary erosion controls, per specifications			
1 ls			
Unit Price	\$19,175.04	\$35,000.00	\$89,217.25
Extended Price	19,175.04	35,000.00	89,217.25
Line 9 Taxiway P4 (north) full-strength pavement removal, per specifications			
13,487 sy			
Unit Price	\$9.03	\$22.00	\$21.00
Extended Price	121,787.61	296,714.00	283,227.00
Line 10 Taxiway P4 (north) shoulder pavement removal, per specifications			
4,415 sy			
Unit Price	\$5.27	\$15.00	\$11.70
Extended Price	23,267.05	66,225.00	51,655.50
Line 11 Taxiway P4 shoulder pavement removal, per specifications			
1,059 sy			
Unit Price	\$8.01	\$60.00	\$20.90
Extended Price	8,482.59	63,540.00	22,133.10
Line 12 Taxiway P shoulder pavement removal, per specifications			
3,572 sy			
Unit Price	\$6.69	\$22.00	\$11.50
Extended Price	23,896.68	78,584.00	41,078.00
Line 13 Unclassified excavation, per specifications			
6,393 cy			
Unit Price	\$22.42	\$15.00	\$49.20
Extended Price	143,331.06	95,895.00	314,535.60
Line 14 Remove and replace unsuitable subgrade soils, per specifications			
701 cy			
Unit Price	\$10.38	\$75.00	\$34.20
Extended Price	7,276.38	52,575.00	23,974.20

To be awarded as one lot		INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD		
Line 15 Subbase course,per specifications	2,219 cy					
	Unit Price	\$78.98	\$96.00		\$72.30	
	Extended Price		175,256.62	213,024.00		160,433.70
Line 16 6" base course,per specifications	12,383 sy					
	Unit Price	\$31.30	\$40.00		\$57.30	
	Extended Price		387,587.90	495,320.00		709,545.90
Line 17 6" Stabilized base course,per specifications	12,093 sy					
	Unit Price	\$31.30	\$40.00		\$58.70	
	Extended Price		378,510.90	483,720.00		709,859.10
Line 18 15.5" Concrete pavement ,per specifications	11,222 sy					
	Unit Price	\$123.59	\$132.00		\$157.00	
	Extended Price		1,386,926.98	1,481,304.00		1,761,854.00
Line 19 16.5" Flexible base course ,per specifications	9,687 sy					
	Unit Price	\$50.80	\$40.00		\$27.40	
	Extended Price		492,099.60	387,480.00		265,423.80
Line 20 Dense graded hot-mix asphalt ,per specifications	2,109 ton					
	Unit Price	\$135.70	\$200.00		\$124.00	
	Extended Price		286,191.30	421,800.00		261,516.00
Line 21 Remove existing pavement markings ,per specifications	160,256 sf					
	Unit Price	\$1.24	\$1.30		\$1.20	
	Extended Price		198,717.44	208,332.80		192,307.20
Line 22 Permanent pavement marking with reflective beads ,per specifications	69,279 sf					
	Unit Price	\$0.72	\$1.00		\$0.70	
	Extended Price		49,880.88	69,279.00		48,495.30

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 23 Permanent pavement marking without reflective beads ,per specifications			
22,735 sf			
Unit Price	\$0.62	\$1.00	\$0.60
Extended Price	14,095.70	22,735.00	13,641.00
Line 24 Temporary pavement marking ,per specifications			
19,686 sf			
Unit Price	\$1.03	\$1.20	\$1.00
Extended Price	20,276.58	23,623.20	19,686.00
Line 25 8" Security fence (in turf) ,per specifications			
356 lf			
Unit Price	\$91.96	\$40.00	\$40.00
Extended Price	32,737.76	14,240.00	14,240.00
Line 26 Manual access vehicle swing gate,per specifications			
1 ea			
Unit Price	\$5,108.99	\$5,000.00	\$2,500.00
Extended Price	5,108.99	5,000.00	2,500.00
Line 27 Fence removal (in turf),per specifications			
372 lf			
Unit Price	\$10.22	\$10.00	\$10.00
Extended Price	3,801.84	3,720.00	3,720.00
Line 28 Remove and replace existing security signs along replaced portion of fence,per specifications			
1 ls			
Unit Price	\$1,021.80	\$1,500.00	\$500.00
Extended Price	1,021.80	1,500.00	500.00
Line 29 30" RCP, class V, open cut,per specifications			
430 lf			
Unit Price	\$348.61	\$250.00	\$297.41
Extended Price	149,902.30	107,500.00	127,886.30

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 30 6" ASTM F949 smooth-wall, non-perforated PVC underdrain pipe,per specifications			
170 lf			
Unit Price	\$39.84	\$60.00	\$23.00
Extended Price		6,772.80	10,200.00
			3,910.00
Line 31 6" ASTM F949 smooth- wall,perforated PVC underdrain pipe,per specifications			
1,971 lf			
Unit Price	\$40.05	\$40.00	\$27.00
Extended Price		78,938.55	78,840.00
			53,217.00
Line 32 Single underdrain cleanout (in pavement),per specifications			
12 ea			
Unit Price	\$1,519.05	\$500.00	\$896.00
Extended Price		18,228.60	6,000.00
			10,752.00
Line 33 Drainage structure S-02 ,per specifications			
1 ea			
Unit Price	\$36,280.86	\$24,000.00	\$34,842.00
Extended Price		36,280.86	24,000.00
			34,842.00
Line 34 Drainage structure S-03 ,per specifications			
1 ea			
Unit Price	\$106,925.53	\$80,000.00	\$77,290.00
Extended Price		106,925.53	80,000.00
			77,290.00
Line 35 Seeding ,per specifications			
7.27 acre			
Unit Price	\$2,043.60	\$2,200.00	\$8,623.60
Extended Price		14,856.97	15,994.00
			62,693.57
Line 36 Sodding ,per specifications			
3,163 sy			
Unit Price	\$7.66	\$8.00	\$6.90
Extended Price		24,228.58	25,304.00
			21,824.70
Line 37 Topsoil ,per specifications			
7.92 acre			
Unit Price	\$5,522.92	\$6,000.00	\$10,000.00
Extended Price		43,741.53	47,520.00
			79,200.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 38 Remove No.8 AWG, L-824c in duct or conduit ,per specifications 9,100.00 lf			
Unit Price	\$0.36	\$1.00	\$0.40
Extended Price	3,276.00	9,100.00	3,640.00
Line 39 Remove pullbox (L-867D) ,per specifications 2.00 ea			
Unit Price	\$299.88	\$300.00	\$2,081.80
Extended Price	599.76	600.00	4,163.60
Line 40 Remove and salvage elevated edge light, remove base can in modified shoulder pavement ,per specifications 43.00 ea			
Unit Price	\$268.86	\$175.00	\$55.00
Extended Price	11,560.98	7,525.00	2,365.00
Line 41 Remove and salvage elevated edge light, remove base can in modified shoulder pavement, install blank cover ,per specifications 3.00 ea			
Unit Price	\$170.62	\$450.00	\$156.00
Extended Price	511.86	1,350.00	468.00
Line 42 Remove and salvage L-850C, remove base can,per specifications 1.00 ea			
Unit Price	\$268.86	\$450.00	\$55.00
Extended Price	268.86	450.00	55.00
Line 43 Remove and salvage L-850C, base can to remain,per specifications 1.00 ea			
Unit Price	\$62.04	\$150.00	\$55.00
Extended Price	62.04	150.00	55.00
Line 44 Remove and salvage elevated rwy threshold light, base can to remain, remove base can,per specifications 1.00 ea			
Unit Price	\$62.04	\$150.00	\$55.00
Extended Price	62.04	150.00	55.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 45 Remove and salvage sign remove sign foundation,per specifications 6.00 ea			
Unit Price	\$289.54	\$1,200.00	\$265.00
Extended Price		1,737.24	7,200.00
			1,590.00
Line 46 No.8 AWG, L-824C cable in duct,per specifications 9,500.00 lf			
Unit Price	\$1.45	\$3.50	\$1.30
Extended Price		13,775.00	33,250.00
			12,350.00
Line 47 Bare counterpoise wire, installed in conduit trench, including ground rods and ground connectors,per specifications 5,500.00 lf			
Unit Price	\$1.55	\$3.00	\$1.40
Extended Price		8,525.00	16,500.00
			7,700.00
Line 48 Temporary circuitry and electrical provisions,per specifications 1.00 ls			
Unit Price	\$16,918.26	\$15,000.00	\$15,450.00
Extended Price		16,918.26	15,000.00
			15,450.00
Line 49 Electrical conduit, 1-2" schedule 40 PVC, In new pavement,per specifications 3,350.00 lf			
Unit Price	\$18.87	\$24.00	\$17.50
Extended Price		63,214.50	80,400.00
			58,625.00
Line 50 Electrical conduit, 1-2" schedule 40 PVC, In turf,per specifications 2,442.00 lf			
Unit Price	\$12.41	\$24.00	\$11.30
Extended Price		30,305.22	58,608.00
			27,594.60
Line 51 Electrical conduit, 1-1" RGS, kerf-cut,per specifications 185.00 lf			
Unit Price	\$58.94	\$24.00	\$54.00
Extended Price		10,903.90	4,440.00
			9,990.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 52 Conduit transition under pavement, per specifications 3.00 ea			
Unit Price	\$476.70	\$900.00	\$435.00
Extended Price	1,430.10	2,700.00	1,305.00
Line 53 Electrical duct bank, 4-2" schedule 40 PVC, encased, in new pavement, per specifications 200.00 lf			
Unit Price	\$48.60	\$75.00	\$44.00
Extended Price	9,720.00	15,000.00	8,800.00
Line 54 Install concrete cap over existing duct bank in new pavement, per specifications 1,050.00 lf			
Unit Price	\$69.28	\$18.00	\$63.00
Extended Price	72,744.00	18,900.00	66,150.00
Line 55 Duct marker, per specifications 3.00 ea			
Unit Price	\$549.09	\$500.00	\$502.00
Extended Price	1,647.27	1,500.00	1,506.00
Line 56 L-867D junction can with collar, per specifications 2.00 ea			
Unit Price	\$1,602.79	\$750.00	\$1,464.00
Extended Price	3,205.58	1,500.00	2,928.00
Line 57 4'x4' aircraft-rated handhole, spring-loaded cover, per specifications 2.00 ea			
Unit Price	\$13,172.89	\$15,000.00	\$12,031.00
Extended Price	26,345.78	30,000.00	24,062.00
Line 58 Raise existing aircraft-rated electrical manhole to proposed grade, per specifications 2.00 ea			
Unit Price	\$28,434.59	\$3,200.00	\$110,386.40
Extended Price	56,869.18	6,400.00	220,772.80

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 59 Install salvaged-L-861T(L) in new L-867B base can in new pavement, per specifications			
37.00 ea			
Unit Price	\$1,329.80	\$1,500.00	\$1,214.00
Extended Price	49,202.60	55,500.00	44,918.00
Line 59 Install new L-861T(L) in new L-867B base can in new pavement, per specifications			
9.00 ea			
Unit Price	\$1,510.76	\$1,500.00	\$1,380.00
Extended Price	13,596.84	13,500.00	12,420.00
Line 60 Install salvaged L-861T(l) in new L-867B base can in existing shoulder pavement, per specifications			
4.00 ea			
Unit Price	\$2,692.69	\$1,500.00	\$2,459.00
Extended Price	10,770.76	6,000.00	9,836.00
Line 61 Install new I-850c in L-868b base can, per specifications			
1.00 ea			
Unit Price	\$2,721.65	\$2,400.00	\$2,486.00
Extended Price	2,721.65	2,400.00	2,486.00
Line 62 Install salvaged L-850c in existing base can, per specifications			
1.00 ea			
Unit Price	\$803.46	\$375.00	\$733.00
Extended Price	803.46	375.00	733.00
Line 63 Install salvaged L-862 on new L-876b base can, per specifications			
1.00 ea			
Unit Price	\$1,541.78	\$1,500.00	\$1,409.00
Extended Price	1,541.78	1,500.00	1,409.00
Line 64 Install salvaged elevated threshold light on existing base can, per specifications			
1.00 ea			
Unit Price	\$260.58	\$375.00	\$238.00
Extended Price	260.58	375.00	238.00



To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 65 Replace isolation transformer and connector kit, per specifications			
10.00 ea			
Unit Price	\$176.82	\$220.00	\$161.00
Extended Price	1,768.20	2,200.00	1,610.00
Line 66 Repair bolts and threads on existing base cans, per specifications			
1.00 ea			
Unit Price	\$2,214.96	\$2,400.00	\$2,023.00
Extended Price	2,214.96	2,400.00	2,023.00
Line 67 New guidance sign on new sign foundation, 2 module, per specifications			
1.00 ea			
Unit Price	\$5,385.39	\$6,000.00	\$4,919.00
Extended Price	5,385.39	6,000.00	4,919.00
Line 68 Install salvaged guidance sign on new sign foundation, per specifications			
6.00 ea			
Unit Price	\$2,919.15	\$3,200.00	\$2,670.00
Extended Price	17,514.90	19,200.00	16,020.00
Line 69 Replace sign module, per specifications			
14.00 ea			
Unit Price	\$663.87	\$1,800.00	\$606.00
Extended Price	9,294.18	25,200.00	8,484.00
Base Bid-Bid Schedule No.2 (Taxiway P4) Total Amount (in Numbers)	\$4,708,064.29	\$5,360,342.00	\$6,035,879.22
Line 70 Temporary erosion controls, per specifications			
1.00 ls			
Unit Price	\$7,261.55	\$20,000.00	\$37,079.30
Extended Price	7,261.55	20,000.00	37,079.30
Line 71 Taxiway j full-strength pavement removal (15" PCC, 6" cement-stabilized base), per specifications			

4,200.00 sy						
Unit Price	\$10.88		\$35.00		\$27.00	
Extended Price		45,696.00		147,000.00		113,400.00
Line 72 Taxiway P full-strength pavement removal (2" asphalt, 6" stabilized aggregate base, 16" flexible subbase), per specifications						
1,090.00 sy						
Unit Price	\$6.64		\$22.00		\$11.60	
Extended Price		7,237.60		23,980.00		12,644.00
Line 73 Taxiway J full-strength pavement removal (3" asphalt, 6" crushed aggregate base, 7" aggregate base), per specifications						
3,357.00 sy						
Unit Price	\$5.54		\$22.00		\$7.50	
Extended Price		18,597.78		73,854.00		25,177.50
Line 74 Terminal apron taxiway shoulder pavement removal (2" asphalt, 6" stabilized aggregate base, 14" flexible subbase, 6" filter base), per specifications						
2,332.00 sy						
Unit Price	\$7.94		\$22.00		\$12.60	
Extended Price		18,516.08		51,304.00		29,383.20
Line 75 Remove abandoned fire hydrant and vault, plug pipe opening, per specifications						
2.00 ea						
Unit Price	\$2,043.60		\$3,000.00		\$5,000.00	
Extended Price		4,087.20		6,000.00		10,000.00
Line 76 Remove abandoned fuel valve and vault, plug pipe opening, per specifications						
2.00 ea						
Unit Price	\$2,043.60		\$3,000.00		\$10,000.00	
Extended Price		4,087.20		6,000.00		20,000.00
Line 77 Unclassified excavation (includes onsite embankment), per specifications						
7,725.00 cy						
Unit Price	\$9.03		\$8.00		\$9.10	
Extended Price		69,756.75		61,800.00		70,297.50

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 78 Remove and replace unsuitable subgrade soils, per specifications			
2.00 cy			
Unit Price	\$230.81	\$75.00	\$76.60
Extended Price	461.62	150.00	153.20
Line 79 Subbase course, per specifications			
1,544.00 cy			
Unit Price	\$78.98	\$96.00	\$68.10
Extended Price	121,945.12	148,224.00	105,146.40
Line 80 6" base course, per specifications			
7,987.00 sy			
Unit Price	\$31.30	\$40.00	\$57.00
Extended Price	249,993.10	319,480.00	455,259.00
Line 81 6" Stabilized base course, per specifications			
7,754.00 sy			
Unit Price	\$31.30	\$40.00	\$58.70
Extended Price	242,700.20	310,160.00	455,159.80
Line 82 15.5" concrete pavement, per specifications			
7,054.00 sy			
Unit Price	\$137.41	\$132.00	\$157.00
Extended Price	969,290.14	931,128.00	1,107,478.00
Line 83 16.5" Flexible base course, per specifications			
6,920.00 sy			
Unit Price	\$50.80	\$40.00	\$27.40
Extended Price	351,536.00	276,800.00	189,608.00
Line 84 Dense graded hot-mix asphalt, per specifications			
1,509.00 ton			
Unit Price	\$136.48	\$200.00	\$124.70
Extended Price	205,948.32	301,800.00	188,172.30

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 85 Remove existing pavement markings, per specifications 35,478.00 sf			
Unit Price	\$1.24	\$1.30	\$1.20
Extended Price	43,992.72	46,121.40	42,573.60
Line 86 Permanent pavement marking with reflective beads, per specifications 6,221.00 sf			
Unit Price	\$0.72	\$1.00	\$0.70
Extended Price	4,479.12	6,221.00	4,354.70
Line 87 Permanent pavement marking without reflective beads, per specifications 9,751.00 sf			
Unit Price	\$0.62	\$1.00	\$0.60
Extended Price	6,045.62	9,751.00	5,850.60
Line 88 Temporary pavement marking, per specifications 6,668.00 sf			
Unit Price	\$1.03	\$1.20	\$1.00
Extended Price	6,868.04	8,001.60	6,668.00
Line 89 30" RCP, class V open cut, per specifications 33.00 lf			
Unit Price	\$314.76	\$250.00	\$259.20
Extended Price	10,387.08	8,250.00	8,553.60
Line 90 6" ASTM F949 smooth-wall, non-perforated PVC underdrain pipe, per specifications 226.00 lf			
Unit Price	\$33.00	\$60.00	\$23.00
Extended Price	7,458.00	13,560.00	5,198.00
Line 91 6" ASTM F949 smooth-wall, perforated PVC underdrain pipe, per specifications 822.00 lf			
Unit Price	\$33.60	\$40.00	\$31.00

	Extended Price		27,619.20		32,880.00		25,482.00
Line 92 8" ASTM F949 smooth-wall, non-perforated PVC underdrain pipe, per specifications							
20.00	lf						
	Unit Price	\$40.98		\$60.00		\$40.00	
	Extended Price		819.60		1,200.00		800.00
Line 93 single underdrain cleanout (in pavement), per specifications							
10.00	ea						
	Unit Price	\$1,519.05		\$500.00		\$893.00	
	Extended Price		15,190.50		5,000.00		8,930.00
Line 94 Remove existing drainage structure s-05, per specifications							
1.00	ea						
	Unit Price	\$3,672.83		\$4,000.00		\$3,825.00	
	Extended Price		3,672.83		4,000.00		3,825.00
Line 95 Drainage structure S-05, per specifications							
1.00	ea						
	Unit Price	\$42,272.32		\$35,000.00		\$38,535.00	
	Extended Price		42,272.32		35,000.00		38,535.00
Line 96 Drainage structure S-06, per specifications							
1.00	ea						
	Unit Price	\$39,209.95		\$30,000.00		\$28,872.00	
	Extended Price		39,209.95		30,000.00		28,872.00
Line 97 Seeding, per specifications							
1.03	acre						
	Unit Price	\$2,043.60		\$2,200.00		\$9,952.80	
	Extended Price		2,104.91		2,266.00		10,251.38
Line 98 Sodding, per specifications							
2,126.00	sy						
	Unit Price	\$7.66		\$8.00		\$7.20	
	Extended Price		16,285.16		17,008.00		15,307.20
Line 99 Topsoil (Furnished from offsite), per specifications							
1.46	acre						
	Unit Price	\$5,522.92		\$6,000.00		\$10,000.00	
	Extended Price		8,063.46		8,760.00		14,600.00

Line 100 Remove No.8 AWG, L-824c in duct conduit, per specifications						
5,500.00	lf					
	Unit Price	\$0.36	\$1.00	\$0.40		
	Extended Price		1,980.00	5,500.00		2,200.00
Line 101 Remove pullbox (L-867D), per specifications						
14.00	ea					
	Unit Price	\$299.88	\$300.00	\$1,189.60		
	Extended Price		4,198.32	4,200.00		16,654.40
Line 102 Remove and salvage elevated edge light, remove base can in modified shoulder pavement, per specifications						
22.00	ea					
	Unit Price	\$268.86	\$450.00	\$55.00		
	Extended Price		5,914.92	9,900.00		1,210.00
Line 103 Remove and salvage sign, remove sign foundation, per specifications						
4.00	ea					
	Unit Price	\$961.68	\$1,400.00	\$265.00		
	Extended Price		3,846.72	5,600.00		1,060.00
Line 104 Remove existing electrical manhole, per specifications						
2.00	ea					
	Unit Price	\$2,585.15	\$2,400.00	\$2,000.00		
	Extended Price		5,170.30	4,800.00		4,000.00
Line 105 Remove 2x4" concrete encased ducts in modified pavement areas, per specifications						
105.00	lf					
	Unit Price	\$17.58	\$20.00	\$10.00		
	Extended Price		1,845.90	2,100.00		1,050.00
Line 106 No.8 AWG, L-824C cable in duct, per specifications						
6,330.00	lf					
	Unit Price	\$1.45	\$4.00	\$1.30		
	Extended Price		9,178.50	25,320.00		8,229.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 107 Bare counterpoise wire, installed in conduit trench, including ground rods and ground connectors, per specifications 2,550.00 lf			
Unit Price	\$1.55	\$6.00	\$1.40
Extended Price		3,952.50	15,300.00
			3,570.00
Line 108 Temporary circuitry and electrical provisions, per specifications 1.00 ls			
Unit Price	\$16,918.26	\$16,000.00	\$15,450.00
Extended Price		16,918.26	16,000.00
			15,450.00
Line 109 Electrical conduit, 1-2" schedule 40PVC, in new pavement, per specifications 2,350.00 lf			
Unit Price	\$18.87	\$24.00	\$17.50
Extended Price		44,344.50	56,400.00
			41,125.00
Line 110 Electrical conduit, 1-2" schedule 40PVC, in turf, per specifications 75.00 lf			
Unit Price	\$12.41	\$24.00	\$11.30
Extended Price		930.75	1,800.00
			847.50
Line 111 Conduit transition under pavement, in turf, per specifications 4.00 ea			
Unit Price	\$476.70	\$900.00	\$435.00
Extended Price		1,906.80	3,600.00
			1,740.00
Line 112 Electrical duct, 4-2" schedule 40 PVC, encased, in new pavement, per specifications 225.00 lf			
Unit Price	\$48.60	\$75.00	\$44.00
Extended Price		10,935.00	16,875.00
			9,900.00
Line 113 4'x4'x4' aircraft-rated handhole, spring-loaded cover, per specifications 2.00 ea			
Unit Price	\$13,172.89	\$15,000.00	\$12,031.00
Extended Price		26,345.78	30,000.00
			24,062.00

To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Line 114 Install salvaged L-861T(I) in new L-867B base can in new pavement, per specifications 30.00 ea	Unit Price \$1,329.80	\$1,400.00	\$1,214.00
Extended Price	39,894.00	42,000.00	36,420.00
Line 115 Replace isolation transformer and connector kit, per specifications 8.00 ea	Unit Price \$176.82	\$250.00	\$161.00
Extended Price	1,414.56	2,000.00	1,288.00
Line 116 Install salvaged guidance sign on new sign foundation, per specifications 4.00 ea	Unit Price \$2,919.15	\$3,000.00	\$2,670.00
Extended Price	11,676.60	12,000.00	10,680.00
Base Bid-Bid Schedule No.3 (Taxiway J) Total Amount (in Numbers)	\$2,742,036.58	\$3,159,094.00	\$3,218,245.18
Line 117 Remove existing pavement markings, per specifications 165,018.00 sf	Unit Price \$1.24	\$1.30	\$1.20
Extended Price	204,622.32	214,523.40	198,021.60
Line 118 Permanent pavement marking with reflective beads, per specifications 117,014.00 sf	Unit Price \$0.72	\$1.00	\$0.70
Extended Price	84,250.08	117,014.00	81,909.80
Line 119 Permanent pavement marking without reflective beads, per specifications 32,407.00 sf	Unit Price \$0.62	\$1.00	\$0.60
Extended Price	20,092.34	32,407.00	19,444.20



To be awarded as one lot	INTERSTATE HIGHWAY CONSTRUCTION INC	SILVER CREEK CONSTRUCTION INC	AUSTIN BRIDGE & ROAD
Bid Alternate No.1 Total Amount	\$308,964.74	\$363,944.40	\$299,375.60
Line 120 Remove pay item 2.08, subbase course, per specifications (2,219.00) cy			
Unit Price	\$78.98	\$96.00	\$72.30
Extended Price	(175,256.62)	(213,024.00)	(160,433.70)
Line 121 Recycled concrete aggregate base course, per specifications 2,219.00 cy			
Unit Price	\$36.59	\$95.00	\$82.30
Extended Price	81,193.21	210,805.00	182,623.70
Bid Alternate No.1 Total Amount	(\$94,063.41)	(\$2,219.00)	\$22,190.00
Line 122 Remove pay item 3.10, subbase course, per specifications (1,544.00) cy			
Unit Price	\$78.98	\$96.00	\$68.10
Extended Price	(121,945.12)	(148,224.00)	(105,146.40)
Line 123 Recycled concrete aggregate base course, per specifications 1,544.00 cy			
Unit Price	\$36.60	\$95.00	\$78.10
Extended Price	56,510.40	146,680.00	120,586.40
Bid Alternate No.3 Total Amount	(64,434.72)	(1,544.00)	15,440.00
Base Bid (W/No Alternates) Total Amount (in numbers)	8,594,488.71	9,904,437.00	11,587,624.41
Base Bid (W/All Alternates) Total Amount (in numbers)	8,743,955.32	10,264,618.40	11,924,630.01

Award by Vendor	\$ 8,743,955.32
Change Order #1	\$ 103,507.03
Change Order #2	\$ (46,368.57)
Revised Total	\$ 8,801,093.78



# Amarillo City Council Agenda Transmittal Memo



ITEM 2AA

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Infrastructure Initiative
<b>Department</b>	Water Utilities		
<b>Contact</b>	Floyd Hartman		

### Agenda Caption

CONSIDER – Approval of Change Order No: 1 with Thirkettle Corporation d.b.a. Utiliuse

Original I Contract:	\$22,528,581
Change Order No. 1	\$1,281,242
Total:	\$23,809,823

### Agenda Item Summary

This item is to consider approval of Change Order No. 1 adjusting quantities on meters, boxes, curb stop, and other adjustments.

### Requested Action

Consider approval of Change Order No. 1 for execution by the City Manager.

### Funding Summary

Funding for this project is available in the AMI project and the change order has been reviewed and approved for funding from the 0% interest Texas Water Development Board loan.

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval of the agreement.

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Fiscal Responsibility
<b>Department</b>	City Manager's Office Laura Storrs, Assistant City Manager		

**Agenda Caption**

**RESOLUTION – AUTHORIZING SUPPORT FOR THE TMRS COLA BILL FOR THE 2023 LEGISLATIVE SESSION (Laura Storrs, Assistant City Manager)**

This resolution affirms City Council support for a proposed legislative bill to authorize a window of time for cities that have opted out of repeating cost of living adjustments (COLA) for retirees in Texas Municipal Retirement System (TMRS) to opt into repeating COLAs without a retroactive catch-up provision.

**Agenda Item Summary**

This resolution affirms City Council support for a proposed legislative bill to authorize a window of time for cities that have opted out of repeating cost of living adjustments (COLA) for retirees in Texas Municipal Retirement System (TMRS) to opt into repeating COLAs without a retroactive catch-up provision.

**Requested Action**

Council consideration and approval of the resolution.

**Funding Summary**

City staff will work to incorporate this change in upcoming budgets if the bill is passed.

**Community Engagement Summary**

Staff presented information related to this draft bill to City Council at the January 31, 2023 City Council meeting.

**Staff Recommendation**

Staff recommendation is to approve the resolution.

RESOLUTION NO. 02-14-23-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
AMARILLO: SUPPORTING PROPOSED 2023 LEGISLATION  
FOR TEXAS MUNICIPAL RETIREMENT SYSTEM (“TMRS”}  
COST OF LIVING ADJUSTMENT (“COLA”) BILL

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WHEREAS, the City of Amarillo participates in the Texas Municipal Retirement System and a COLA (Cost of Living Adjustment) is an optional benefit a TMRS city may choose to provide its retirees; and

WHEREAS, the City of Amarillo provided a COLA for its retirees up until 2011; and

WHEREAS, City Council supports a proposed legislative bill to authorize a window of time for cities that have opted out of repeating COLA for retirees in TMRS to opt into repeating COLAs without a retroactive catch-up provision or penalty.

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

SECTION 1. The City Council hereby endorses and supports approval of a bill to be presented to the 2023 Texas Legislature, which would amend applicable state law to allow for a window of time for cities that have opted out of repeating COLA for retirees in TMRS to opt into repeating COLAs without a retroactive catch-up provision or penalty.

SECTION 2. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED this 14<sup>th</sup> day of February, 2023.

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Ginger Nelson, Mayor

ATTEST:

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Stephanie Coggins, City Secretary

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development/Redevelopment
<b>Department</b>	Planning	<b>Contact Person</b>	Andrew Freeman, Assistant City Manager

**Agenda Caption**

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8042:

Public hearing and first reading to consider an ordinance of the City Council of the City of Amarillo, Texas ordaining the City’s participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code (ACT), providing tax incentives, designating a liaison for communication with interested parties, and nominating Producer Owned Beef, LLC to the Office of the Governor Economic Development & Tourism (EDT) through the Economic Development Bank (Bank) as a triple jumbo enterprise project (Project).

**Agenda Item Summary**

The Texas Enterprise Zone (EZ) program is an economic development tool for local communities to collaborate with the State of Texas to encourage job creation/retention and capital investment in economically distressed areas of the State. To participate in the program, a municipality must approve an ordinance authorizing participation in the Texas Enterprise Zone Program, establishing local incentives offered to businesses seeking enterprise project designation, and nominate a qualified business for enterprise project status. Subsequent project nominations may be considered by resolution if the local incentives offered are the same as outlined in the original ordinance.

The City of Amarillo originally adopted Ordinance 6915 in 2006 when participating in the EZ program for the first time to nominate Bell Helicopter Textron, Inc. Since that time, multiple others have been submitted via resolution but it is now necessary to update our ordinance to better reflect all the possible incentives available so the nomination will score better during the State review process.

Producer Owned Beef, LLC (“POB”) is requesting nomination from the City for an Enterprise Project designation. Over the next 5 years, POB plans to build a producer-owned 700,000+ square foot beef processing plant off Jack Rabbit Road that will harvest 3,000 fed beef animals per day and sell the beef and by-products both in Texas and outside of Texas. POB will partner with Producer Owned Beef Cooperative, Inc. (POBC) to employ up to 1,500 employees within 5 years, with average annual wages of \$60,000-\$65,000. POB plans to invest approximately \$670 million consisting of ~\$34 million for land, ~\$289 million for the building and ~\$347 million for machinery and equipment. A producer-owned fed cattle plant in the Amarillo area would help address the significant shortfall in fed cattle slaughter capacity in the Texas Panhandle and entire High Plains region. Multiple plant closings from 2004 through 2013 severely limited throughput for fed cattle harvest. This restriction was exacerbated by Covid-19 pressures and the industry lost an additional 2-3% of annual fed cattle harvest throughput. Texas is number one in fed cattle production and number three in fed cattle processing capacity. A producer-owned plant will allow Texas cattle producers to access the value chain and record packing industry profits and keep hundreds of millions of dollars in Texas and Amarillo.

This project as proposed will meet all criteria for Enterprise Project consideration. Similar to previous EZ designations provided by the city for Bell, BSA, and NWTHS this project would be for incentives provided by the State. No additional local incentives are being sought as the City and AEDC have previously approved economic development agreements for this project. By receiving a nomination and consideration for approval by the State, POB would be eligible to receive state sales and use tax refunds on qualified expenditures with caps based on the level of capital investment made and jobs created/retained.

**Requested Action**

Hold public hearing and approve on first reading as presented

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommends approval as presented

ORDINANCE NO. 8042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303 OF THE TEXAS GOVERNMENT CODE (ACT), PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING PRODUCER OWNED BEEF, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM (EDT) THROUGH THE ECONOMIC DEVELOPMENT BANK (BANK) AS A TRIPLE JUMBO ENTERPRISE PROJECT (PROJECT).

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WHEREAS, the City Council of the City of Amarillo, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such areas; and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Act, PRODUCER OWNED BEEF, LLC has applied to the City for designation as a triple jumbo enterprise project; and

WHEREAS, the City finds that PRODUCER OWNED BEEF, LLC meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City on February 14, 2023, which satisfies the requirement of Section 2303.4051(e) of the Texas Government Code and that publication of the notice occurred not later than the seventh day before the date of the public hearing; and

WHEREAS, notice of the public hearing was posted at City Hall, on the City's webpage, in the Amarillo Globe Newspaper, and provided to the Economic Development Bank no later than the seventh day before the date of the public hearing; and

WHEREAS, a public hearing to consider this Ordinance was held by the City Council on February 14, 2023;

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

SECTION 1. The City Council for the City of Amarillo, Texas nominates PRODUCER OWNED BEEF, LLC for triple jumbo enterprise project status.

SECTION 2. The following local incentives, at the election of the governing body, are or will be made available to the nominated project or activity of the qualified:

- a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to

which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Amarillo Tax Abatement Policy, and with qualified employee being defined by the Act.

- b) The City may provide for Freeport Exemption.
- c) The City may provide an Economic Development Sales Tax (4A/4B) contribution.
- d) The City may provide local sales tax refunds and other tax deferrals, refunds or incentives allowed under Chapter 380 of the Local Government Code.
- e) The City may provide Industrial District property tax reductions for companies located in a City Industrial District.
- f) The City may provide Tax Increment Financing.
- g) The City may provide regulatory relief to businesses, including:
  - 1) zoning changes or variances;
  - 2) exemption from unnecessary building code requirements, impact fees, or inspection fees; or
  - 3) streamlined permitting.
- h) The City may provide enhanced municipal services to businesses, including
  - 1) improved police and fire protection;
  - 2) institution of community crime prevention programs; or
  - 3) special public transportation routes or reduced fares.
- i) The City may provide improvements in community facilities, including:
  - 1) capital improvements in water and sewer facilities;
  - 2) road repair; or
  - 3) creation or improvement of parks.
- j) The City may provide improvements to housing, including:
  - 1) low-interest loans for housing rehabilitation, improvement, or new construction; or
  - 2) transfer of abandoned housing to individuals or community groups.
- k) The City may provide business and industrial development services, including:
  - 1) low-interest loans for business;
  - 2) use of surplus school buildings or other underutilized publicly owned facilities as small business incubators;
  - 3) provision of publicly owned land for development purposes, including residential, commercial, or industrial development;
  - 4) creation of special one-stop permitting and problem resolution centers or ombudsmen; or
  - 5) promotion and marketing services.
- l) The City may provide job training and employment services to businesses, including:
  - 1) retraining programs;
  - 2) literacy and employment skills programs;
  - 3) vocational education; or
  - 4) customized job training.

SECTION 3. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

SECTION 4. The City of Amarillo City Council directs and designates its Planning Director as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

SECTION 5. The City finds that PRODUCER OWNED BEEF, LLC meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (a) PRODUCER OWNED BEEF, LLC is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction, located outside of an enterprise zone and at least twenty-five percent (25%) of the business’ new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- (b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- (c) The designation of PRODUCER OWNED BEEF, LLC as a triple jumbo enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 6. The enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

SECTION 7. This Ordinance shall take effect from and after its passage as the law and charter in such case provides.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 or the Texas Government Code.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this 14th day of February 2023, and PASSED on Second and Final Reading on this the 21st day of February 2023.

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

ATTEST:

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

APPROVE AS TO FORM:

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



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Pillar</b>	Economic Development
<b>Department</b>	Amarillo Economic Development Corporation		
<b>Contact</b>	Kevin Carter, President and CEO		

**Agenda Caption**

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 8043

Public hearing and first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 22 for commercial and industrial tax abatement. The zone is approximately 400.00 acres east of Folsom Road.

**Agenda Item Summary**

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

The 400.00 acres proposed for Reinvestment Zone No. 22 is located east of Folsom Road and 1/2 mile north of 24<sup>th</sup> street. The reason for creating this zone is to provide Council the option to offer an economic development incentive to a prospective manufacturing facility.

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

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

**Requested Action**

Conduct a public hearing and first reading of the Ordinance on February 14, 2023. The final reading is scheduled for March 14, 2023.

**Funding Summary**

N/A

**Staff Recommendation**

AEDC staff is recommending approval of the designation of Reinvestment Zone 22.

ORDINANCE NO. 8043

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COUNCIL: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 22 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City has elected by Resolution No. 08-24-21-1 to become eligible to participate in tax abatements;

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on February 14, 2023, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

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

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

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

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

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

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

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

- a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the area to be known as City of Amarillo Reinvestment Zone No. 22 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and
- c) That the creation of the City of Amarillo Reinvestment Zone No. 22 with the boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and
- d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City; and
- e) That the City of Amarillo Reinvestment Zone No. 22 as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement in the City of Amarillo, Resolution No. 08-24-21-1.

SECTION 3. That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial/industrial tax abatement encompassing the area described by the legal description in Section 2 (b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Amarillo Reinvestment Zone No. 22 for a period of five (5) years.

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

SECTION 5. That the establishment of City of Amarillo Reinvestment Zone No. 22 shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on the 14th day of February, 2023, and PASSED on Second and Final Reading on this the 21st day of February, 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

DRAFT

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REINVESTMENT ZONE NO. 22**

LEGAL DESCRIPTION for a 400.00 acre tract of land out of Section 62, Block 2, A. B. & M. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING at the intersection of the north section line of said Section 62 and the east right-of-way line of Folsom Road which bears S. 89° 56' 54" E. a distance of 30.00 feet from the northwest corner of said Section 62 for the northwest corner of this tract.

THENCE S. 89° 56' 31" E. a distance of 3665.28 feet to the northeast corner of this tract.

THENCE S. 00° 03' 29" W. a distance of 3977.05 feet to the most easterly southeast corner of this tract.

THENCE N. 89° 54' 54" W. a distance of 114.38 feet to a corner of this tract.

THENCE S. 00° 18' 01" W. a distance of 109.66 feet to a corner of this tract.

THENCE N. 84° 39' 47" W. a distance of 143.19 feet to a corner of this tract.

THENCE S. 51° 27' 30" W. a distance of 219.83 feet to a corner of this tract.

THENCE S. 15° 40' 31" E. a distance of 113.24 feet to a corner of this tract.

THENCE S. 26° 13' 18" W. a distance of 161.95 feet to a corner of this tract.

THENCE S. 46° 31' 13" E. a distance of 116.96 feet to a corner of this tract.

THENCE S 12° 32' 07" W. a distance of 322.68 feet to a corner of this tract.

THENCE S. 34° 05' 49" W. a distance of 165.07 feet to a corner of this tract.

THENCE S. 79° 37' 23" W. a distance of 295.84 feet to a corner of this tract.

THENCE S. 22° 46' 41" W. a distance of 220.28 feet to the most southerly southeast corner of this tract.

THENCE N. 89° 48' 54" W. a distance of 2065.13 feet to the most southerly southwest corner of this tract.

THENCE N. 00° 38' 24" E. a distance of 19.95 feet to the beginning of a curve to the right for a corner of this tract.

THENCE in a northeasterly direction along said curve with a radius equal to 50.00 feet, with long chord bearing of N. 18° 29' 05" E. and a long chord distance of 95.29 feet, a curve length of 126.27 feet to the end of said curve for a corner of this tract.

THENCE N. 00° 04' 25" E. a distance of 1599.96 feet to a corner of this tract.

THENCE N. 89° 51' 12" W. a distance of 708.99 feet to said east right-of-way line of said Folsom Road for the most westerly southwest corner of this tract.

THENCE N. 00° 04' 37" E. a distance of 3538.01 feet to the place of BEGINNING and containing 400.00 acres (17,423,969 square feet) of land.

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development/Redevelopment
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Brady Kendrick – Planner II		

**Agenda Caption**

Public hearing and first reading to consider an ordinance Rezoning Lot 1, Block 11, Glen Arden Addition Unit No. 12, an addition to the City of Amarillo, in Section 30, Block 9, B.S.&F. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District.

VICINITY: Coulter St. and Arden Rd.

APPLICANT/S: Daryl Furman for The Alfred Group, LLC

**Agenda Item Summary**

**Adjacent land use and zoning**

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

Adjacent land uses consist of a church to the north, a Walmart Market and single family detached homes to the south, single family detached homes to the east, and undeveloped land to the west.

**Proposal**

The applicant is proposing a change in zoning in order to develop the tract with a Dollar Tree retail store.

**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 Map category for the applicant’s tract is Suburban Commercial. Suburban Commercial calls for a range of commercial retail and service uses at varying scales depending on the site and location. Given the proposed zoning district and proposed use for the site, the Planning and Zoning Commission is of the opinion that the request would conform with the Future Land Use Map.

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 at the northeast corner of the section line intersection of Arden Road and Coulter Street. Given the tracts location at this intersection, the request for General Retail in this area would conform with the NUC.

Considering the just mentioned information and existing zoning and development patterns in the area, The Planning and Zoning Commission is of the opinion that if approved, the request would not result in any detrimental impacts to the surrounding area.

**Requested Action/Recommendation**

Notices were sent as required by State Law. As of this writing, one call has been received that did not express opposition to the request. Considering the previously mentioned, the Planning and Zoning Commission recommends APPROVAL of the request as presented with a unanimous vote.

**ORDINANCE NO. 8044**

**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 ARDEN ROAD AND COULTER STREET, 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 Lot 1, Block 11, Glen Arden Addition Unit No. 12, an addition to the City of Amarillo, in Section 30, Block 9, B.S.&F. Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District.

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

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

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

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of February, 2023 and **PASSED** on Second and Final Reading on this the 21st day of February, 2023.

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Ginger Nelson, Mayor

ATTEST:

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Stephanie Coggins  
City Secretary

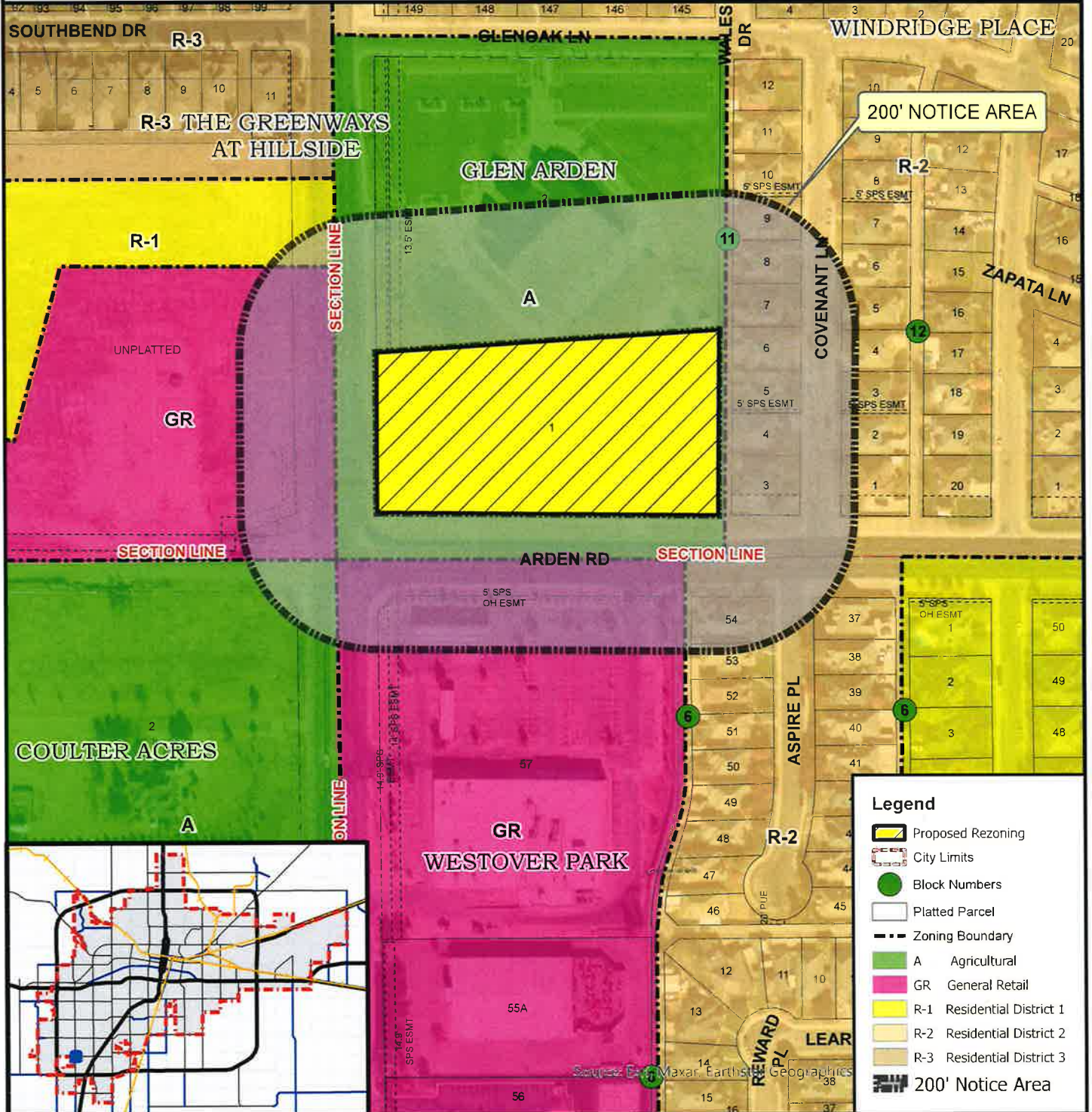
APPROVED AS TO FORM:

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Bryan McWilliams,  
City Attorney



# REZONING FROM A TO GR



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Scale 1 inch = 200 Feet  
Date: 12/27/2022  
Case No: Z-22-36



**Z-22-36 Rezoning of Lot 1, Block 11, Glen Arden Addition Unit No. 12, an addition to the City of Amarillo, in Section 30, Block 9, B.S. & F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District.**

**VICINITY: Arden Rd. and Coulter St.  
APPLICANT/S: Daryl Furman for The Alfred Group LLC**

**AP: J-16**

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

# Amarillo City Council Agenda Transmittal Memo



ITEM 3D

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development/Redevelopment
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Brady Kendrick – Planner II		

## Agenda Caption

Public hearing and first reading to consider an ordinance rezoning a 49.18 acre tract of unplatted land, in Section 31, Block 9, B.S.& F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District.

VICINITY: Coulter St. and Hollywood Rd (Loop 335)

APPLICANT/S: Daryl Furman for Attebury Elevators LLC, Happy Again LP, and Rockrose Development LLC

## Agenda Item Summary

### Adjacent land use and zoning

Adjacent zoning consists of General Retail District, Residential District 2 and 3, and Agricultural District to the north, Agricultural District, General Retail District, and Light Commercial District to the south, Light Commercial District to the east, and General Retail District and Agricultural District to the west.

Adjacent land uses consist of single family detached homes, vacant land, and two churches to the north, vacant land and a hotel to the south, a coffee shop to the east, and vacant land and a medical clinic to the west.

### Proposal

The applicant is proposing a change in zoning in order to develop the tract with retail land uses in the form of a proposed development that will feature multiple retail sites in the area to be rezoned.

### 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 Map identifies the approximate west 600 feet of the tract as being in the General Commercial category while the remaining portion falls within the Suburban Commercial category.

Both categories regarding proposed land uses allowed call for a range of commercial retail and service uses at varying scales. General Commercial however is intended to be more auto oriented in nature while Suburban Commercial is intended to be more suburban in nature regarding development types.

The Planning and Zoning Commission notes that since the Future Land Use Map's adoption, the nature of Loop 335 across the south side of this site has begun to transition from an undivided highway to a freeway style highway that will eventually feature a freeway interchange at its intersection with Interstate 27 at the southeast corner of the applicant's tract resulting in the Loop 335 corridor seeing increasing levels of traffic. With the property in question being located along Loop 335 between Coulter Street on the west and Interstate 27 on the east, this would in the Planning and Zoning Commission's opinion make the property more conducive to being developed with retail uses that are more auto oriented in nature given the proximity to major travel corridors on three sides of the property (two highways and a heavily traveled section line arterial). Given these factors, the Planning and Zoning Commission believes that retail type land uses that may be more auto oriented in nature is appropriate in this area.

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 section of land that the applicant's tract is located within is unique in that it is bisected by the Interstate 27 corridor through the center of the section and also features the new Loop 335 freeway running across the south line of the section as noted previously.



Given the tract's location along these corridors, the Planning and Zoning Commission is of the opinion that General Retail zoning is an appropriate zoning district to establish for this property.

Regarding existing zoning and development patterns in the area, the Planning and Zoning Commission does note that while there is a single family neighborhood located on the northern periphery of the applicant's tract, the Planning and Zoning Commission believes that existing development standards (screening requirements, increased setbacks, etc.), along with the fact that a 20 foot wide alley is located between the neighborhood and the applicant's tract will help mitigate any potential impacts from future development on the tract.

Additionally, the Planning and Zoning Commission does note that similar zoning patterns can be seen in multiple areas in Amarillo, including to the southwest of the applicant's tract on the south side of Loop 335 and is similar in nature to what is seen in the Westgate Mall area that is located next to the Puckett West subdivision.

Regarding the portion of the tract along Coulter Street, the Planning and Zoning Commission notes that given the frontage of Coulter Street across from the applicant's tract is mostly zoned General Retail already, the applicant's request would fit with the existing zoning patterns in the area along Coulter Street.

Taking all of the just mentioned into account, the Planning and Zoning Commission believes the request is appropriate and would not negatively impact existing zoning or development patterns in the area.

#### **Requested Action/Recommendation**

Notices were sent to all property owners as required by State Law. As of this writing, one comment has been received in support of the request. Considering all the just mentioned, the Planning and Zoning Commission recommends APPROVAL of the request as presented with a unanimous vote.

**ORDINANCE NO. 8045**

**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 LOOP 335 (HOLLYWOOD ROAD) AND COULTER STREET, 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 49.18 acre tract of unplatted land, in Section 31, Block 9, B.S.& F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District and being further described in Exhibit A attached herein.

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

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

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

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of February, 2023 and **PASSED** on Second and Final Reading on this the 21st day of February, 2023.

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

ATTEST:

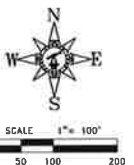
\_\_\_\_\_  
Stephanie Coggins  
City Secretary

APPROVED AS TO FORM:

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

EXHIBIT A

- LEGEND**
- 1/2" IRON ROD SET W/CAP STAMPED "FURMAN RPLS"
  - 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "FURMAN RPLS"
  - 1/2" IRON ROD W/CAP PVD
  - 1/2" IRON ROD PVD
- IMAGE OR NUMBER IN ( ) INDICATES MINUTE DECIMAL



**NOTES**

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat to 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 2022.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this surveyor.
4. Bearings based on GPS observation.

A 48.187/- acre tract of land out of Section 21, N.E. & E. Survey, Randall County, Texas, being a portion of those certain tracts of land being described in those certain instruments recorded in Volume 622, Page 143; Volume 504, Page 373 and Volume 1925, Page 375 of the Deed Records of Randall County, Texas, and a portion of those certain tracts of land being described in those certain instruments recorded under Clerk's File No. 00181576 and Clerk's File No. 2017002272 of the Official Public Records of Randall County, Texas, said 48.187/- acre tract of land having been surveyed on the ground on December 16, 2022 by Furman Land Surveyors, Inc. and being described by notes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (2507) found as called for in the East Right-of-Way line of Coulter Street (Vol. 1607, Pg. 187) for the Southwest corner of lot 70A, Block 19, Westover Park Unit No. 20, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 02 22857 of the Official Public Records of Randall County, Texas, same being the Northwest corner of this tract of land;

THENCE N. 89° 54' 10" E. 319.83 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most Westerly Northwest corner of Block 19, Westover Park Unit No. 18, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 02 5880 of the Official Public Records of Randall County, Texas, same being the Northeast corner of this tract of land;

THENCE S. 00° 08' 07" E. 640.00 feet along the West line of said Block 19 to a 1/2 inch iron rod with cap (2507) found as called for the Southwest corner of said Westover Park Unit No. 18, same being an interior corner of this tract of land;

THENCE N. 89° 51' 03" E. 861.00 feet along the Southern boundary line of said Westover Park Unit No. 18 to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE N. 70° 28' 10" E. 816.24 feet to a 1/2 inch iron rod found;

THENCE S. 89° 41' 07" E. 324.09 feet to a 1/2 inch iron rod found;

THENCE S. 82° 24' 07" E. 604.15 feet continuing along the Southern boundary of said Westover Park Unit No. 18 to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for an interior corner of this tract of land;

THENCE N. 27° 21' 20" E. 150.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the Southern Right-of-Way line of Thunder Road as dedicated per plat of said Westover Park Unit No. 18;

THENCE S. 82° 25' 24" E. 80.00 feet to a 1/2 inch iron rod with illegible cap found for the beginning of a curve to the right whose center bears S. 27° 34' 34" W. 370.00 feet;

**DESCRIPTION (cont.)**

THENCE Southeastly 177.27 feet along said Southern Right-of-Way line of Thunder Road and said curve to the right with a long chord of E. 48° 41' 56" E. 176.55 feet to a 1/2 inch iron rod found for the end of said curve;

THENCE S. 34° 08' 24" E. 264.07 feet to a 1/2 inch iron rod with cap (2400) found for the beginning of a curve to the left whose center bears N. 55° 01' 36" E. 400.00 feet;

THENCE Southeastly 206.52 feet along said Southern Right-of-Way line of Thunder Road and said curve to the right with a long chord of E. 48° 43' 07" E. 204.54 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the end of said curve;

THENCE S. 82° 09' 29" E. 11.88 feet to an aluminum cap Right-of-Way monument (TxDOT) found as called for in the Westerly Right-of-Way line of Interstate Highway No. 27 (Parcel 20) as described in that certain instrument recorded under Clerk's File No. 2017002277 of the Official Public Records of Randall County, Texas, same being the most East corner of this tract of land;

THENCE S. 34° 54' 08" W. 146.54 feet along said Westerly Right-of-Way line of Interstate Highway No. 27 in an aluminum cap Right-of-Way monument (TxDOT) found as called for in the Northerly Right-of-Way line of State Loop 335 (Parcel 18-2) as described in that certain instrument recorded under Clerk's File No. 2017002876 of the Official Public Records of Randall County, Texas;

THENCE S. 49° 58' 35" W. 102.89 feet along said Northerly Right-of-Way line of State Loop 335 to an aluminum cap Right-of-Way monument (TxDOT) found as called for;

THENCE S. 54° 10' 40" W. 115.47 feet along said Northerly Right-of-Way line of State Loop 335 to an aluminum cap Right-of-Way monument (TxDOT) found as called for;

THENCE S. 72° 38' 07" W. 168.00 feet along said Northerly Right-of-Way line of State Loop 335 to a 1/2 inch iron rod with cap (CR2) found for the Northwest corner of said Right-of-Way line of State Loop 335 (Parcel 182), same being the Southeast corner of that certain 0.308 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2018002829 of the Official Public Records of Randall County, Texas;

THENCE N. 00° 06' 25" W. 95.23 feet along the East line of said 0.308 acre tract of land to a 1/2 inch iron rod with cap (CR2) found for the Northeast corner of said 0.308 acre tract of land;

**DESCRIPTION (cont.)**

THENCE N. 89° 24' 48" W. 140.64 feet along the North line of said 0.308 acre tract of land to a 1/2 inch iron rod found for the Northwest corner of said 0.308 acre tract of land;

THENCE S. 00° 01' 59" E. 96.36 feet along the West line of said 0.308 acre tract of land to an aluminum cap Right-of-Way monument (TxDOT) found as called for in the North Right-of-Way of State Loop 335 (Parcel 18-2) as described in said instrument recorded under Clerk's File No. 2017002876;

THENCE N. 89° 27' 47" W. 165.53 feet along said North Right-of-Way line of State Loop 335 to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE 45° 17' 54" E. 41.24 feet to an aluminum cap Right-of-Way monument (TxDOT) found as called for;

THENCE N. 89° 27' 47" W. 92.46 feet to an aluminum cap Right-of-Way monument (TxDOT) found as called for;

THENCE S. 48° 14' 08" W. 37.09 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

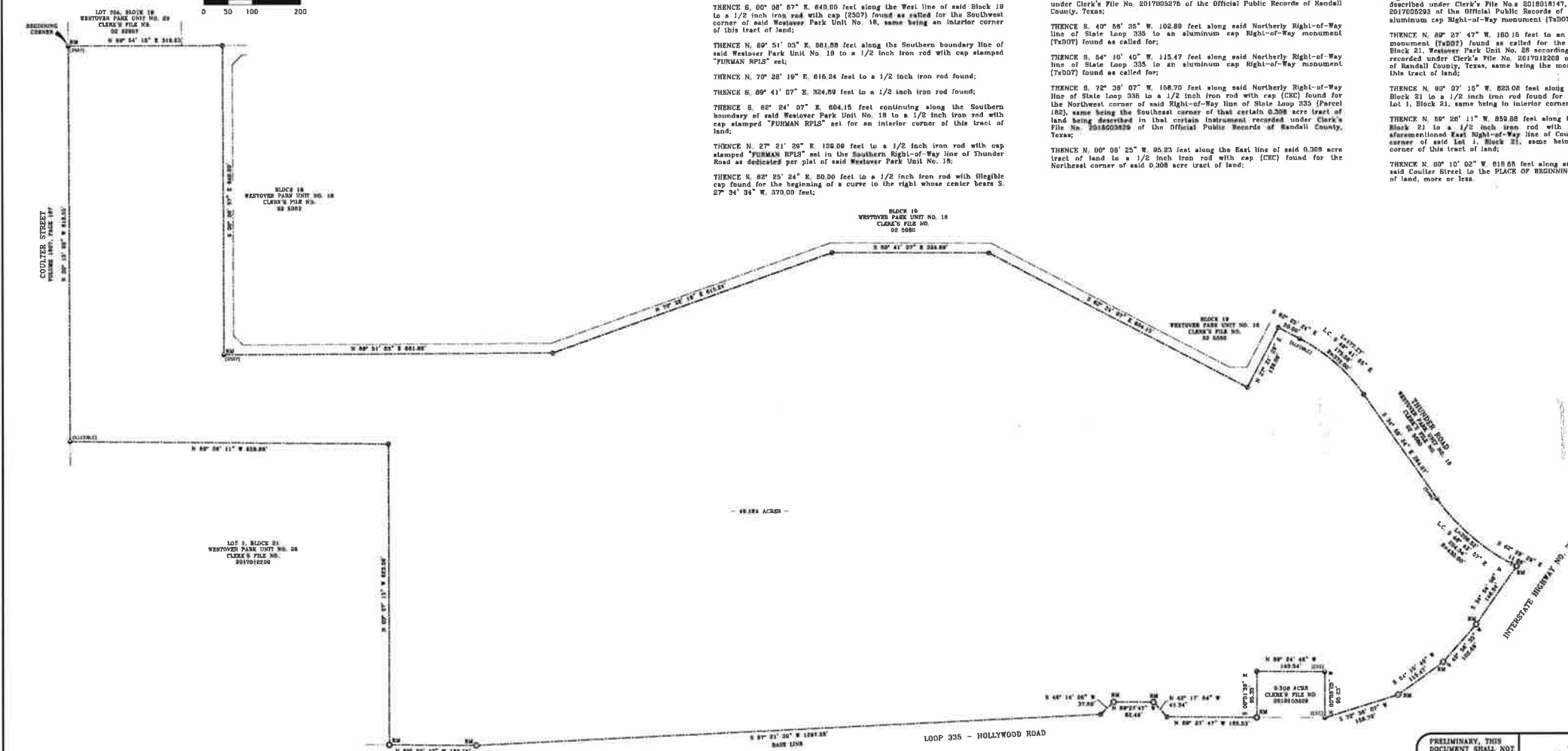
THENCE S. 87° 21' 29" W. (Same Line) 1287.28 feet along said North Right-of-Way line of State Loop 335 (Parcels 17, 16, 15 and 14) as described under Clerk's File No. 2018010147, 2017018436, 2017007884 and 2017002283 of the Official Public Records of Randall County, Texas, to an aluminum cap Right-of-Way monument (TxDOT) found as called for;

THENCE N. 89° 27' 47" W. 180.15 feet to an aluminum cap Right-of-Way monument (TxDOT) found as called for the Southwest corner of Lot 1, Block 21, Westover Park Unit No. 20 according to the map or plat thereof, recorded under Clerk's File No. 2017012208 of the Official Public Records of Randall County, Texas, same being the most South Southwest corner of this tract of land;

THENCE N. 89° 07' 16" W. 625.00 feet along the East line of said Lot 1, Block 21 to a 1/2 inch iron rod found for the Northeast corner of said Lot 1, Block 21, same being in interior corner of this tract of land;

THENCE N. 89° 28' 11" W. 859.88 feet along the North line of said Lot 1, Block 21 to a 1/2 inch iron rod with illegible cap found in the aforementioned East Right-of-Way line of Coulter Street for the Northwest corner of said Lot 1, Block 21, same being the most West Southwest corner of this tract of land;

THENCE N. 00° 10' 02" W. 818.00 feet along said East Right-of-Way line of said Coulter Street to the PLACED BEGINNING and containing 49.18 acres of land, more or less.



REZONING EXHIBIT  
SECTION 21, BLOCK 9  
85A7 SURVEY  
RANDALL COUNTY

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. THIS DOCUMENT HAS BEEN RELEASED BY DANIEL E. FURMAN RPLS 6374 FOR REVIEW PURPOSES ONLY. DATE: 12/16/2022

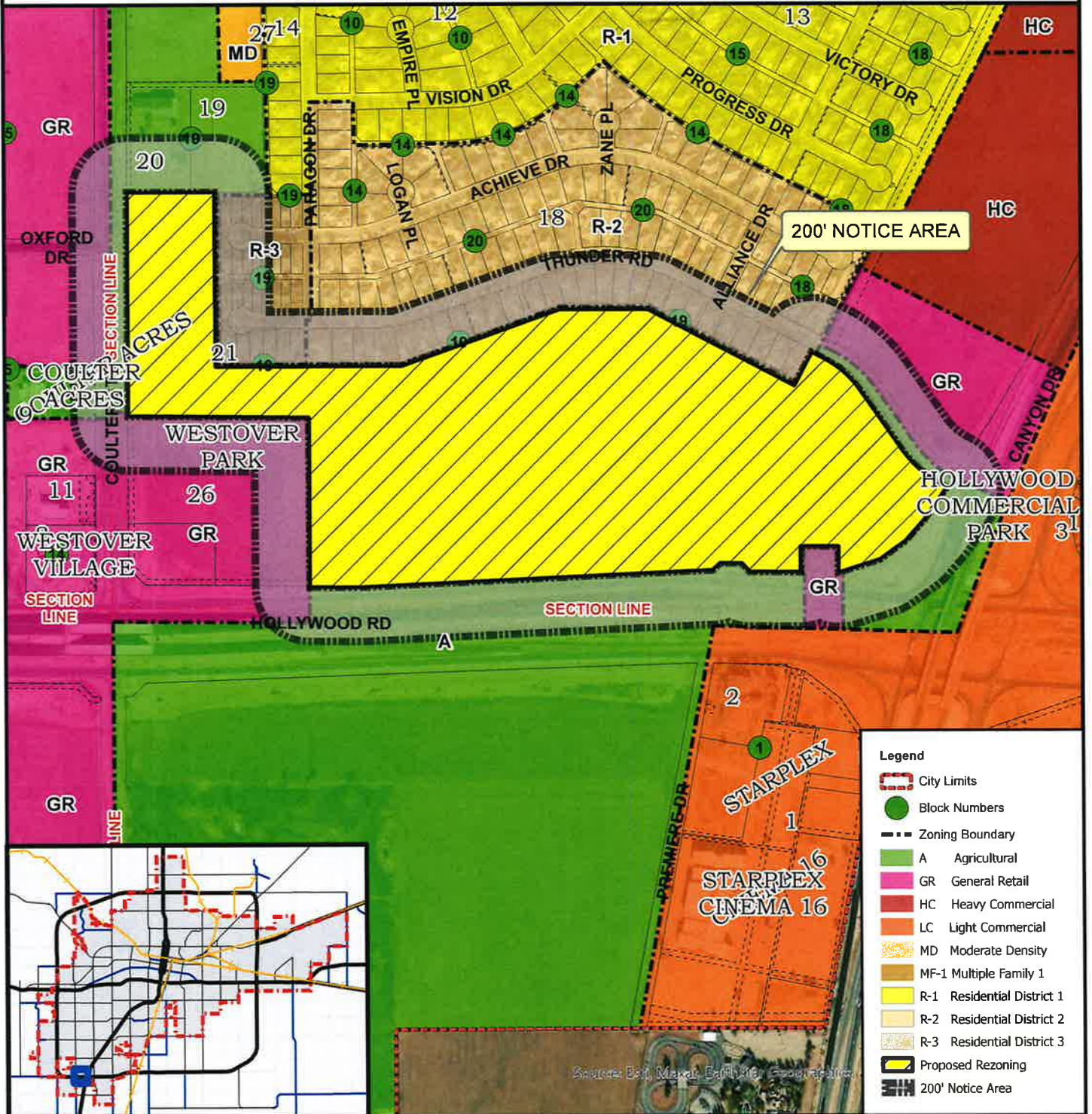
**FURMAN LAND SURVEYORS, INC.**

SURVEYING • MAPPING • CONSULTING

1001 S. FURNACE AVE., SUITE 100, AMARILLO, TEXAS 79101  
75701-1001  
TEL: 806-335-1111  
FAX: 806-335-1112  
WWW.FURMANLANDSURVEYORS.COM

PRODUCT NO. 20220101 FILE NO. 22-117  
ISSUANCE DATE: 12/16/2022

# REZONING FROM A TO GR



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale 1 inch = 500 Feet  
 Date: 12/22/2022  
 Case No: Z-22-37



Z-22-37 Rezoning of a 49.18 acre tract of unplatted land, in Section 31, Block 9, B.S. & F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District.

VICINITY: Coulter St. and Hollywood Rd (Loop 335)

APPLICANT/S: Daryl Furman for Attebury Elevators LLC, Happy Again LP, and Rockrose Development LLC

AP: J-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



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Fiscal Responsibility
<b>Department</b>	City Manager		
<b>Contact</b>	Laura Storrs, Assistant City Manager		

**Agenda Caption**

Ordinance – City of Amarillo 2021/2022 Budget Amendment

This is the first reading of an ordinance to amend the City of Amarillo 2021/2022 Budget.

**Agenda Item Summary**

This is the first reading of an ordinance to amend the City of Amarillo 2021/2022 Budget. This Budget Amendment specifically amends the 2021/2022 fiscal year budgets for the following funds:

- General Fund - \$22,000,000
- LEOSE - \$11,000
- Local Seized Property Fund - \$95,000
- Compensated Absences Fund - \$600,000
- Greenways Public Improvement District - \$5,000
- Heritage Hills Public Improvement District - \$50,000

**Requested Action**

Approval of the ordinance to amend the City of Amarillo 2021/2022 Budget.

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

Staff recommendation is to approve the 2021/2022 fiscal year budget amendment.



02/09/23

ORDINANCE NO. 8046

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2021-2022 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2021-2022 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2021-2022.

SECTION 2. That this ordinance shall be effective on and after its adoption;

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 14th day of February 2023; and PASSED on Second and Final Reading the 21st day of February 2023.

---

Ginger Nelson, Mayor

ATTEST:

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Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

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Bryan McWilliams, City Attorney

EXHIBIT "A"

1. General Fund Expenditure Budget	1350.92130	\$18,500,000 addition
	1350.92145	<u>3,500,000</u> addition
	Total	<u>\$22,000,000</u> addition
2. Local Seized Property Fund	26200.68710	\$ 53,000 addition
	26400.51850	<u>42,000</u> addition
	Total	<u>\$ 95,000</u> addition
3. LEOSE	26610.61412	<u>\$ 11,000</u> addition
4. Compensated Absences Fund	31100.41100	<u>\$ 600,000</u> addition
5. Public Health Fund	250000.17400.1040	<u>\$ 4,200,000</u> addition
6. Greenways Public Improvement District	27100.68400	<u>\$ 5,000</u> addition
7. Heritage Hills Public Improvement District	27110.83200	<u>\$ 50,000</u> addition

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Civic Pride and Customer Service
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<b>Department</b>	City Manager's Office	<b>Contact Person</b>	Andrew Freeman, Assistant City Manager
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**Agenda Caption**

CONSIDERATION OF ORDINANCE NO. 8047

First reading to consider an ordinance of the City Council of the City of Amarillo, Texas amending the municipal code of the City of Amarillo, adding chapter 10-5, concerning the authorization of the City Marshal's Office to enforce certain health and safety, code enforcement, and building safety regulations; and amending various portions of the applicable code.

**Agenda Item Summary**

The City Manager's Office has recently approved a re-organization of the Fire Marshal's Office with staff and responsibilities found within Building Safety and other departments to create a new department named the City Marshal's Office. The City Marshal's Office will have broader influence on code compliance city-wide as well as specialized focus areas such as parking enforcement. In the future, there will be opportunities to expand and provide additional services, which would allow other departments to focus on their other core missions and services.

Initial areas of responsibility for the City Marshal's Office include:

- City wide inspections and follow-up of violations related to overgrown vegetation, junk and debris, junk vehicles, substandard/dangerous structures, littering/dumping investigations, and zoning violations.
- Oversight of the dangerous structure process which coordinates with property owners to mitigate hazardous structures, which may ultimately lead to the demolition of a structure after other compliance measures fail.
- Oversight or coordination with the following city boards: Zoning Board of Adjustment, Construction Advisory and Appeals Commission, Condemnation Appeals Commission.
- Fire investigations; arson investigations; fire prevention plan review, inspection, and testing services; fire sprinklers and alarms.
- Parking enforcement downtown, parking and junk vehicle enforcement city-wide, taxi/limo inspection/permitting, and animal drawn vehicle permitting.

The ordinance included for consideration is in relation to formalizing the creation of the City Marshal's Office, as well as updating all the applicable sections of the code that reference the Fire Marshal, Building Official, or other personnel related to all the areas of responsibility now under the new department. The ordinance also clarifies the difference between a peace officer located within the City Marshal's Office compared to those within the Amarillo Police Department.

One of the immediate benefits with this new department is going from seven inspectors focused on city-wide code issues to now having fifteen (not including the City Marshal and Assistant City Marshal) with authority to address cases as needed and based on staff workloads. This change will place the city in better alignment with other communities for the number of code enforcement related inspectors based on population size:

City	Population	Code Enforcement Inspectors	Ratio of Pop per Insp
Amarillo	200, 393	15	13,359
Lubbock	260,993	18	14,500
Wichita Falls	104,576	7	14,939
San Marcos	67,553	5	13,511
Bryan	83,980	10	8,398
Plano	285,494	22	12,977
Galveston	53,695	8	6,711

# Amarillo City Council

## Agenda Transmittal Memo



The new department will also allow for safer coordination of enforcement with six of the City Marshal's Office employees required to be a licensed peace officer through the Texas Commission on Law Enforcement (TCOLE).

### Requested Action

Approval on first reading as presented.

### Funding Summary

All positions and salaries involved in the reorganization are currently approved within the fiscal year 2022-2023 budget.

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval of the ordinance as presented.

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ORDINANCE NO. 8047

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, ADDING CHAPTER 10-5, CONCERNING THE AUTHORIZATION OF THE CITY MARSHAL'S OFFICE TO ENFORCE CERTAIN HEALTH AND SAFETY, CODE ENFORCEMENT, AND BUILDING SAFETY REGULATIONS; AMENDING VARIOUS PORTIONS OF APPLICABLE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

---

WHEREAS, the violation of certain health and sanitation, code enforcement, and building safety related regulations is very common and occurs at diverse hours of the day or night; and

WHEREAS, the City Marshal's Office will employ certified Texas peace officers that pursuant to state and local law may cite and arrest for violations of the health and safety code, code enforcement, and of city ordinance and all other violations of applicable state and local law provisions; and

WHEREAS, the City Council now finds that it is in the best interest of the public health, safety, and welfare to authorize the City Marshal's Office to enforce certain specified health and safety laws, code enforcement, traffic, and building safety regulations without the necessity, delay, and cost of summoning a health sanitation officer, code enforcement officer, Amarillo Police officers or inspectors (possibly on overtime pay rates) to a premises to issue a notice of violation;

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

SECTION 1. That Chapter 10-5, be and is hereby added as follows:

**Chapter 10-5. - CITY MARSHAL**

**Sec. 10-5-1. - Appointment and duties of City Marshal.**

There is hereby created the office of City Marshal. The city manager, or designee, shall be responsible for appointing the City Marshal as allocated in each year's budget. If appointed the city marshal shall be certified by the Texas Commission on Law Enforcement as a peace officer. The duties of the City Marshal, Assistant City Marshal, and deputies shall have full authority as Texas peace officers as allowed by state law and local ordinance and as set forth in applicable job descriptions.

**Section 10-5-2. - Authority of City Marshal.**

(a) The City Marshal shall serve as a police officer and shall have full police authority in the exercise of assigned duties.

(b) The City Marshal shall not be deemed to be a member of the police department of the city or a member of the meet and confer agreement between the city and the city police association.

**Sec. 10-5-3. - Oath of office and bond.**

(a) Each city marshal shall be required to take an oath of office before entering upon the discharge of duties. The oath shall be subscribed by the person taking it and shall be filed and preserved in the office of the city secretary. The form of oath shall be as set forth by applicable law.

(b) Before entering upon the duties as city marshal, each marshal shall give a good and sufficient surety company bond to the city in the amount as the city council may demand, duly approved by the city risk manager. The city shall pay the cost of such bond.

SECTION 2. That Sections 2-6-72, 2-6-73, 16-2-82, 14-4-19, 10-3-102, 10-3-104, 10-2-16, 10-3-56, 10-3-57, 2-6-72, 2-6-73, 8-3-116, 4-3-3, 4-7-3, and 8-5-21 of the Amarillo Municipal Code shall be amended to delete all references to Fire Marshal and replaced with City Marshal.

SECTION 3. That Sections 16-3-377 and 16-3-378 of the Amarillo Municipal Code shall be amended to delete all references to Traffic Engineer and replaced with City Marshal and Traffic Engineering Department shall be replaced with City Marshal's Office.

SECTION 4. That Sections 42,57,58,59,61,63,75,77,80,81, 82, 83, 96, 98, 99,111, and 126 of Chapter 16-4 of the Amarillo Municipal Code shall be amended to delete all references to Chief of Police and replaced with City Marshall.

SECTION 5. That Section 16-5-51 is hereby amended as follows:

\*\*\*\*\*

(c) *Enforcement.* The Amarillo Police Department and City Marshal's Office is authorized to both issue a parking citation to an unauthorized or obstructing vehicle and to cause such vehicle to be towed from an area described in (a) that is under a posted restriction, closure, or control described in (b).

\*\*\*\*\*

SECTION 6. That Section 2-8-136 of the Amarillo Municipal Code is hereby amended as follows:

**Sec. 2-8-136. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Inspector:* Any employee of the Animal Control Department, Code Enforcement Department, ~~Fire Prevention Department~~ City Marshal, Health Department and Utility Department

who is charged with the enforcement of city ordinances, and any civilian employee of the Police Department responsible for abatement of junk and abandoned vehicle nuisances.

*Magistrate:* Any Judge of a Municipal Court for the City.

*Search Warrant:* A written order, issued by a Magistrate and directed to any Inspector commanding him to inspect any specified premises to determine the presence of a violation of any ordinance of the City.

SECTION 7. That Section 4-6-2 of the Amarillo Municipal Code is hereby amended as follows:

**Sec. 4-6-2. - Definitions.**

\*\*\*\*\*

*Development Review Committee:* Staff may include but is not limited to members from Building Safety, Engineering, Environmental Health, ~~Fire Prevention~~ City Marshal, Parks, Planning, Public Works, and Utilities.

\*\*\*\*\*

SECTION 8. That Section 10-2-16 of the Amarillo Municipal Code is hereby amended as follows:

\*\*\*\*\*

*113.2.1 Fees for Required Inspections and Permits.* An inspection is required from the ~~Department of Fire Prevention~~ City Marshal for obtaining a license or approval from any agency other than the City of Amarillo to engage in an activity, operation, practice or function will be charged a fee as outlined in Table 113.2.1. The fee shall be paid at the time of request and prior to any inspection being performed. A permit required from the ~~Department of Fire Prevention~~ City Marshal will require a fee as outlined in Table 113.2.2. The fee shall be paid at the time of permit application.

\*\*\*\*\*

~~FIRE CITY MARSHAL~~ - The fire code official for the City of Amarillo ~~of the Department of Fire Prevention.~~

SECTION 9. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 10. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 11 Effective Date. This ordinance shall be effective in accordance with applicable law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 14th day of February 2023; and PASSED on Second and Final Reading the 21st day of February 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan S. McWilliams, City Attorney



# Amarillo City Council Agenda Transmittal Memo



ITEM 3G

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	Environmental Health 1750		
<b>Contact</b>	Anthony Spanel, M.B.A., R.S Environmental Health Director		

## Agenda Caption

CONSIDERATION OF ORDINANCE NO. 8048

(Contact: Anthony Spanel, Environmental Health Director)

This is a first reading of an ordinance revising Chapter 8-5, Article IV, Section 8-5-18 of the Amarillo Municipal Code. This revision will provide an exemption to a mandatory Certified Food Manager requirement set forth in the 2021 Texas Food Establishment Rules and the 2017 Food and Drug Administration Food Code.

## Agenda Item Summary

This ordinance amends Section 8-5-18 of the municipal code to allow low risk facilities, risk level 1 and risk level 2, and exemption from having a Certified Food Manager present at the establishment at all hours of operation if they have at least 1 on staff that is available during off hours and all others are Certified Food Handlers.

## Requested Action

Approval of ordinance number \_\_\_\_\_, revising Chapter 8-5-18.

## Funding Summary

N/A

## Community Engagement Summary

N/A

## Staff Recommendation

Staff recommends approval of the revisions to Chapter 8-5-18.

ORDINANCE NO. 8048

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-5, ARTICLE IV, SECTION 8-5-18, TO ESTABLISH CRITERIA FOR WHAT TYPES OF PERMITTED FOOD ESTABLISHMENTS COULD BE EXEMPT FROM THE MANDATORY MANAGER CERTIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW, PENALTY, PUBLICATION, AND EFFECTIVE DATE.

---

WHEREAS, the Texas Food Establishment Rules now require a Certified Food Manager to be present at licensed food establishments at all hours of operation; and

WHEREAS, the Texas Food Establishment Rules provides an exemption to the mandatory Food Manager requirement if a food establishment is deemed by the regulatory authority to pose minimal risk of causing, or contributing to, foodborne illness based on the nature of the operation and extend of food preparation; and

WHEREAS, current compliance levels indicate that the public health, safety, and welfare can be adequately protected by requiring only certain food establishment risk types to comply with the mandatory Food Manager requirement; and

WHEREAS, the Amarillo Municipal Code requires at least one (1) supervisory employee to retain a valid Certified Food Manager certification; and

WHEREAS, the Texas Food Establishment Rules require all other food employees to retain a valid Certified Food Handler certification.

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-18 be and hereby is amended to read as follows:

**Sec. 8-5-18. - Certificate; Food Manager, Pool Technician.**

- (a) It shall be unlawful for any food establishment to operate for a period of ~~sixty (60)~~ thirty (30) days or more without a valid Certified Food Manager registered with the Environmental Health Department. Every permitted establishment must have at least one (1) individual certified and registered annually. The Director of Environmental Health may modify the requirements of this section based upon the permitting structure or type of food service provided at the licensed facility.

(1)-(3) [NO TEXT CHANGE]

- (b) A Certified Food Manager with a valid certification must be present at the food establishment during all hours of operation as required in the Food Code. Food establishments with an assigned risk level of one (1) or two (2) are deemed low risk and are exempted from this requirement if the following provisions are met:

(1) At least one (1) supervisory employee is certified as a Food Manager and is registered with the Environmental Health department.

(2) All other food employees have successfully completed an accredited food handler training course within thirty (30) days of employment and the certification is kept valid.

(c) It shall be unlawful for the operator of a Public or Semi-public Pool, Spa or PIWF to operate for without conducting or causing to be conducted daily water quality monitoring by a Certified Pool Service Technician (CPT) or Certified Pool Operator (CPO) who is registered with the Environmental Health Department. Annually and sooner as needed for an amendment, the operator of a Public or Semi-public Pool, Spa or PIWF location shall report to the Environmental Health Department the name of the Certified Pool Service Technician or Certified Pool Operator.

(1)-(3) [NO TEXT CHANGE]

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. Subject to the provision in Section 4 (Continuation of Prior Law), all ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. Nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just, vested, or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 5. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this Code of Ordinances.

SECTION 6. Publication. This ordinance shall be published as required by law.

SECTION 7. Effective Date. This ordinance shall become effective ten (10) days after the date of its second publication as required by the Charter of the City of Amarillo.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 14th day of February 2023; and PASSED on Second and Final Reading the 21st day of February 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan S. McWilliams, City Attorney

DRAFT

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Cody Balzen, Economic Development Specialist		

**Agenda Caption**

RESOLUTION OF SUPPORT FOR SCF AMARILLO 23, LP APPLICATION FOR HOUSING TAX CREDITS:

This resolution is support for an Affordable Housing Tax Credit Application to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by SCF Amarillo 23, LP, a private entity, Westwind of Amarillo, a development, for affordable housing located at 2505 South Grand Street.

**Agenda Item Summary**

The Texas Department of Housing and Community Affairs (TDHCA) administers the Housing Tax Credit (HTC) program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated. HTC 9% applications are competitive and are reviewed by TDHCA staff for compliance with the TDHCA’s Governing Board making the final funding decisions.

SCF Amarillo 23, LP is proposing an **80**-unit multi-family project in the southeast quadrant of the Amarillo.

Through the application process, an applicant can be awarded 17 points for a governing body resolution expressly supporting the application or 14 points for a “resolution of no objection”. An additional 1 point is provided by the local political subdivision committed development funding equal to \$500 or more. Up to 7 points can be awarded for developments that are proposed within existing revitalization areas of the city. This particular development is not within one of these areas. The remainder of the application scoring is made up of many different factors – quality of housing; income levels; rent levels; resident services; underserved areas; proximity to urban core; community support and engagement; etc.

**Requested Action**

Request City Council approve the resolution supporting SCF Amarillo 23, LP’s application to the 2023 Competitive 9% HTC program for the development of an affordable housing project located at 2505 South Grand Street.

**Funding Summary**

N/A

**Community Engagement Summary**

Increasing the availability of affordable housing aligns with the City of Amarillo’s efforts to serve the needs of our community as identified in the City’s Comprehensive Plan and the 2022 CDS ResIntel Housing Study.

**Staff Recommendation**

Staff recommends approval as presented.

**RESOLUTION NO. 02-14-23-4**

**A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL SUPPORTING A HOUSING TAX CREDIT APPLICATION FOR WESTWIND OF AMARILLO DEVELOPMENT; COMMITTING TO A DEVELOPMENT INCENTIVE; AUTHORIZING CITY MANAGER AND/OR HIS DESIGNEE TO SIGN DOCUMENTATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds there is a continuing need for additional affordable and low income housing in Amarillo; and

**WHEREAS**, SCF Amarillo 23, LP, has proposed a development for affordable housing at 2505 South Grand Street named, *Westwind of Amarillo*, in the City of Amarillo, Randall County, Texas; and

**WHEREAS**, SCF Amarillo 23, LP, has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2023 “Competitive 9% Housing Tax Credits” for the *Westwind of Amarillo* project.

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

**SECTION 1.** The City of Amarillo, acting by and through its governing body, hereby confirms that it supports the proposed development, *Westwind of Amarillo*, to be located at 2505 South Grand Street, as evidenced by this Resolution.

**SECTION 2.** The City confirms that it will commit development fee waivers in an amount of \$500 to SCF Amarillo 23, LP, conditioned upon receipt of Housing Tax Credits.

**SECTION 3.** The City Manager and/or designee is authorized to execute all reasonably necessary documents to implement this Resolution. The City Secretary is hereby authorized and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

**SECTION 4.** 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 5.** This Resolution is effective on the date of its approval.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas this 14<sup>th</sup> day of February, 2023.

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan S. McWilliams, City Attorney

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Economic Development
<b>Department</b>	Planning Department		
<b>Contact Person</b>	Cody Balzen, Economic Development Specialist		

**Agenda Caption**

RESOLUTION OF SUPPORT FOR KCG LOMOND LOFTS, LP APPLICATION FOR HOUSING TAX CREDITS:

This resolution is support for an Affordable Housing Tax Credit Application to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by KCG Lomond Lofts, LP, a private entity, Lomond Lofts, a development, for affordable housing located at 2901 South Osage Street.

**Agenda Item Summary**

The Texas Department of Housing and Community Affairs (TDHCA) administers the Housing Tax Credit (HTC) program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated. HTC 9% applications are competitive and are reviewed by TDHCA staff for compliance with the TDHCA’s Governing Board making the final funding decisions.

KCG Lomond Lofts, LP is proposing a **44**-unit multi-family project in the southeast quadrant of the Amarillo.

Through the application process, an applicant can be awarded 17 points for a governing body resolution expressly supporting the application or 14 points for a “resolution of no objection”. An additional 1 point is provided by the local political subdivision committed development funding equal to \$500 or more. Up to 7 points can be awarded for developments that are proposed within existing revitalization areas of the city. This particular development is not within one of these areas. The remainder of the application scoring is made up of many different factors – quality of housing; income levels; rent levels; resident services; underserved areas; proximity to urban core; community support and engagement; etc.

**Requested Action**

Request City Council approve the resolution supporting KCG Lomond Lofts, LP’s application to the 2023 Competitive 9% HTC program for the development of an affordable housing project located at 2901 South Osage Street.

**Funding Summary**

N/A

**Community Engagement Summary**

Increasing the availability of affordable housing aligns with the City of Amarillo’s efforts to serve the needs of our community as identified in the City’s Comprehensive Plan and the 2022 CDS ResIntel Housing Study.

**Staff Recommendation**

Staff recommends approval as presented.

**RESOLUTION NO. 02-14-23-5**

**A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL SUPPORTING A HOUSING TAX CREDIT APPLICATION FOR THE LOMOND LOFTS DEVELOPMENT; COMMITTING TO A DEVELOPMENT INCENTIVE; AUTHORIZING CITY MANAGER AND/OR HIS DESIGNEE TO SIGN DOCUMENTATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds there is a continuing need for additional affordable and low income housing in Amarillo; and

**WHEREAS**, KCG Lomond Lofts, LP has proposed a development for affordable housing at 2901 South Osage Street, named *Lomond Lofts*, in the City of Amarillo, Randall County, Texas; and

**WHEREAS**, KCG Lomond Lofts, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2023 “Competitive 9% Housing Tax Credits” for the *Lomond Lofts* project.

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

**SECTION 1.** The City of Amarillo, acting by and through its governing body, hereby confirms that it supports the proposed development, *Lomond Lofts*, to be located at 2901 South Osage Street, as evidenced by this Resolution.

**SECTION 2.** The City confirms that it will commit development fee waivers in an amount of \$500 to KCG Lomond Lofts, LP, conditioned upon receipt of Housing Tax Credits.

**SECTION 3.** The City Manager and/or designee is authorized to execute all reasonably necessary documents to implement this Resolution. The City Secretary is hereby authorized and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

**SECTION 4.** 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 5.** This Resolution is effective on the date of its approval.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, this 14th day of February, 2023.

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan S. McWilliams, City Attorney



# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	City Secretary		
<b>Contact</b>	Stephanie Coggins, City Secretary		

**Agenda Caption**

CONSIDERATION OF RESOLUTION NO. 02-14-23-6  
(Contact: Stephanie Coggins, City Secretary)

This item considers a resolution making a nomination to fill a vacancy on the Board of Directors of the Randall County Appraisal District.

**Agenda Item Summary**

Ms. Misty Clements notified the Potter-Randall Appraisal District (PRAD) that she has resigned from the Randall County Appraisal District Board of Directors. Under Section 603(I) of the Texas Property Tax Code, the City of Amarillo may nominate, by resolution, a candidate to fill the vacancy. Once PRAD receives nominations from each of the taxing units entitled to vote under Section 603(I), the Randall County Appraisal District Board of Directors will elect, by majority vote of its members, one of the nominees to fill the vacancy.

**Requested Action**

Consider providing a nomination via the resolution presented.

**Funding Summary**

N/A

**Community Engagement Summary**

N/A

**Staff Recommendation**

Approve the resolution with a Council selected nominee.

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RESOLUTION NO. 02-14-23-6

A RESOLUTION TO MAKE A NOMINATION TO FILL A VACANCY  
ON THE BOARD OF DIRECTORS OF THE RANDALL COUNTY  
APPRAISAL DISTRICT.

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WHEREAS, Section 6.03(1) of the Texas Property Tax Code requires the nomination of a member to fill a vacancy on the board of directors of an appraisal district by the governing bodies of the taxing entities entitled by Section 6.03 of the Texas Property Tax Code to vote; and

WHEREAS, the City of Amarillo is entitled to.

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

SECTION 1. That the nominee to fill a vacancy on the Randall County Appraisal District Board of Directors is:

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INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 14th day of February 2023.

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Ginger Nelson, Mayor

ATTEST:

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Stephanie Coggins, City Secretary

# Amarillo City Council Agenda Transmittal Memo



ITEM 3K

<b>Meeting Date</b>	February 14, 2023	<b>Council Priority</b>	Civic Pride
<b>Department</b>	City Secretary		
<b>Contact</b>	Stephanie Coggins, City Secretary		

## Agenda Caption

CONSIDERATION OF RESOLUTION NO. 02-14-23-7

(Contact: Stephanie Coggins, City Secretary)

This item considers a resolution ordering the regular municipal election of the City of Amarillo, Texas to be conducted on May 6, 2023 in the City of Amarillo, Texas.

## Agenda Item Summary

This item considers a resolution ordering the 2023 general election. The election will be for the offices of Mayor, Councilmember Place No. One, Councilmember Place No. Two, Councilmember Place No. Three, and Councilmember Place No. Four. It sets the time applications will be accepted; defines it will be a joint election with both Potter and Randall counties; lists the voting places for both early voting and election day; and sets the date for a possible run-off election, if one becomes necessary.

## Requested Action

Consider the resolution ordering the May 6, 2023 general election.

## Funding Summary

Funding is budgeted in the City Secretary's operating budget under account 1220.51900.

## Community Engagement Summary

Staff has engaged through our social media channels and with local media to share facts of upcoming general election and how interested citizens may apply to become a candidate.

## Staff Recommendation

Approve the resolution as presented.

RESOLUTION NO. 02-14-23-7

A RESOLUTION OF THE AMARILLO CITY COUNCIL:  
ORDERING THE REGULAR MUNICIPAL ELECTION OF THE  
CITY OF AMARILLO, TEXAS TO BE CONDUCTED ON MAY  
6, 2023 IN THE CITY OF AMARILLO, TEXAS; AS A JOINT  
ELECTION WITH ONE OR MORE OTHER ENTITIES;  
DESIGNATING POLLING PLACES AND VOTE CENTERS;  
DESIGNATING JUNE 24, 2023 AS THE RUN-OFF ELECTION  
DATE; AND PROVIDING FOR THE CONDUCT OF SUCH  
ELECTION, EARLY VOTING, PAYMENT OF ELECTION  
EXPENSES, PROVIDING FOR OTHER ADMINISTRATIVE  
CLAUSES.

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

SECTION 1. Order Regular City Election. A regular municipal election for the offices of Mayor, Councilmember Place No. One, Councilmember Place No. Two, Councilmember Place No. Three, and Councilmember Place No. Four shall be held on Saturday, May 6, 2023. The polls for said election shall be open from 7:00 a.m. until 7:00 p.m.

SECTION 2. Applications. Filing applications for a place on the ballot shall occur between January 18, 2023 and February 17, 2023. The City Secretary shall receive applications for places on the ballot.

SECTION 3. Combined Elections. That a combined or joint election is authorized with the City of Amarillo, the Amarillo Independent School District, and such other entity(ies) in Potter or Randall counties as may conduct an election on May 6, 2023, pursuant to the terms and conditions of an intergovernmental cooperation agreement which is incorporated herein by this reference, and the City Manager is authorized to execute and perform said agreements.

SECTION 4. Contract. The City of Amarillo shall contract with the respective election officers of Potter County and Randall County to conduct early voting, give notice of the election, prepare the official ballot, appoint election officials and persons to work in the Central Counting Station for ballots cast in the City election within each respective county.

SECTION 5. Voting Places. Said election shall be held in each of the counties using vote centers as shown in Exhibit A and B. Moreover, because the City will contract with the respective counties for the conduct of the City's election, the City Council hereby accepts and approves of any and all changes made by either County to the below stated polling places or vote centers,

subsequent to the passage of this Resolution, to the extent that such change(s) by a County is lawful and timely authorized in the manner provided by the Texas Election Code.

SECTION 6. Ballots. Paper ballots shall be used for Voting by Mail, military and overseas ballots and for voting Limited Ballots. The Early Voting Ballot Board will qualify the paper ballots for tabulation as required by Texas Election Code. Counting for both paper ballots and ballots cast on Direct Recording Devices will be tabulated using the computer tabulation systems adopted by the contracting counties.

An Early Voting Ballot Board shall be appointed by each county to count and sort the early votes. Electronic counting devices may be used for voting and counting of said election. If a contracting County is capable and desires to use an electronic or optical scan ballot for mail ballots and/or early voting by personal appearance then the use of such is also authorized as acceptable for the City election.

SECTION 7. Early Voting. Early voting shall be conducted using vote centers as shown in Exhibit B on weekdays beginning Monday, April 24, 2023 and ending Tuesday, May 2, 2023 between the hours of 8:00 a.m. and 5:00 p.m. from April 24, 2023 to April 28, 2023 and between the hours of 7:00 a.m. and 7:00 p.m. on May 1, 2023 and May 2, 2023. Moreover, because the City will contract with the respective counties for the conduct of the City's election, the City Council hereby accepts and approves the use of any branch Early Voting place at a vote center if a county chooses to operate such for purposes of Early Voting in the joint election it conducts that includes the City election, to the extent that such is lawfully and timely authorized and noticed by the County.

SECTION 8. Counting Stations. (a) For the City votes cast within the Randall County portion of the City, the Randall County Offices at 1604 5<sup>th</sup> Avenue, Canyon, Texas, is hereby established as the Central Counting Station to receive and tabulate all voted ballots for said election and officials of the Central Counting Station shall be appointed by separate order. (b) For the votes cast within the Potter County portion of the City, the Potter County Offices at 900 South Polk Street, First Floor, Amarillo, Texas, is hereby established as the Central Counting Station to receive and tabulate all voted ballots for said election and officials of the Central Counting Station shall be appointed by separate order. (c) In the event the City contracts with both Potter and Randall Counties to conduct the City election, then the Amarillo City Secretary's Office at City Municipal Building, 601 South Buchanan Street, Room 303, Amarillo, Texas is hereby established

as the City's Central Counting Station which shall receive the result from each of the County Central Counting Stations and tabulate the cumulative results of the City election.

SECTION 9. Run-Off Election. Should a run-off election be required between candidates for any City office, a run-off election will be ordered on same day the vote is canvassed. If needed, such runoff shall be conducted on June 24, 2023. Early Voting for the run-off shall be held at the same hours and places as stated herein for Early Voting. Due to historically lower turnout for run-off elections, the City Manager, in coordination and consultation with the county elections administrators, may reduce the number of polling places to be opened by no more than fifty percent (50%) from the number of polling places staffed for the regular election, by consolidating precincts. Provided however, the City Manager shall use due care to assure that access to a poll and any inconvenience of consolidation is roughly the same throughout the city.

SECTION 10. Expenses Authorized. That the City Secretary and City Manager are expressly authorized to: obtain election supplies; pay election officials; contract with some or all election duties and services from Potter and Randall counties (including conduct of a joint election), in accordance with the adopted budget, applicable law, and an interlocal cooperation agreement, and to timely pay such reasonable and necessary expenses incurred in conducting the regular municipal election ordered herein.

SECTION 11. Construction. In the event of a conflict between the terms of this Resolution and any interlocal cooperation agreement executed to implement the directives and intent of this Resolution, then the terms of the interlocal agreement shall prevail.

SECTION 12. Severance. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Resolution or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 13. Effective Date and Publishing. This Resolution shall be effective upon adoption. The City Secretary shall publish timely notice of this election as provided in Texas Election Code, section 4.003.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 14th day of February 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

DRAFT

**EXHIBIT A – ELECTION DAY POLLING LOCATIONS**

**POTTER COUNTY**

**Bushland Fire Station #1**  
17600 Indian Hill Rd., truck bays  
Bushland, TX 79012

**Casey Carpet One**  
3500 I-40 West, main entrance  
Amarillo, TX 79102

**Chaparral Hills Church**  
4000 W. Cherry, sanctuary  
Amarillo, TX 79108

**Cornerstone Outreach**  
1111 N. Buchanan, Fellowship Room  
Amarillo, TX 79107

**Diversity Church**  
5631 Pavillard Dr., main entrance  
Amarillo, TX 79108

**Highland Park ISD Admin. Bldg.**  
15300 E. Amarillo Blvd., board room  
Amarillo, TX 79108

**Kids, Inc.**  
2201 SE 27<sup>th</sup>, Mary E. Bivins Room  
Amarillo, TX 79103

**Northwest Branch Library**  
6100 SW 9th, meeting room  
Amarillo, TX 79106

**Pride Home Center**  
3503 NE 24<sup>th</sup>, main entrance, middle back of  
store  
Amarillo, TX 79107

**Santa Fe Bldg.**  
900 S. Polk St., Ticket Office  
Amarillo, TX 79101

**Tri State Fairgrounds**  
3301 SE 10th, Commercial Exhibit Hall  
Amarillo, TX 79104

**Trinity Baptist Church**  
1601 I-40 West, east entrance  
Amarillo, TX 79109

**United Citizens Forum**  
903 N. Hayden, main entrance  
Amarillo, TX 79107

**Valle de Oro Fire Station**  
23801 FM 1061, truck bay  
Valle de Oro, TX 79010

**Eastridge Lanes**  
5405 E. Amarillo Blvd, right side  
Amarillo, TX 79107

**RANDALL COUNTY**

**Crossroads Country Church**  
14425 FM 1541  
Amarillo, TX 79118

**Comanche Trail Church of Christ**  
2700 E. 34th  
Amarillo, TX 79103

**Randall County Justice Center**  
2309 Russell Long Blvd  
Canyon, TX 79015

**Ascension Academy**  
9301 Ascension Parkway  
Amarillo TX 79119

**Southwest Church of Christ**  
4515 Cornell  
Amarillo, TX 79109

**Redeemer Christian Church**  
3701 S. Soncy  
Amarillo, TX 79121

**Region 16 Education Center**  
5800 Bell Street  
Amarillo, TX 79109

**Arden Road Baptist**  
6701 Arden Road  
Amarillo, TX 79109

**Central Baptist Church**  
1601 SW 58th  
Amarillo, TX 79110

**Oasis Southwest Baptist Church**  
8201 Canyon Drive  
Amarillo, TX 79110

**Randall County Annex**  
4320 S. Western  
Amarillo, TX 79110

**The Summit**  
2008 12th Avenue  
Canyon, TX 79015

**Coulter Road Baptist Church**  
4108 S. Coulter  
Amarillo, TX 79109

**Texas Panhandle War Memorial Center**  
4111 S. Georgia  
Amarillo TX 79110



**EXHIBIT B - POLLING HOURS AND LOCATIONS FOR EARLY VOTING**

**POTTER COUNTY**

**MAIN EARLY VOTING:**

**Santa Fe Building, Ticket Office**

900 S. Polk, First Floor  
Amarillo, TX 79101

**BRANCH LOCATIONS:**

**Casey Carpet One**

3500 I-40 West Frontage Road, main entrance  
Amarillo, TX 79102

**Tri State Fairgrounds**

3301 SE 10th, Commercial Exhibit Hall  
Amarillo, TX 79104

**Northwest Branch Library**

6100 SW 9th, meeting room  
Amarillo, TX 79106

**Cornerstone Outreach**

1111 N. Buchanan, Fellowship Room  
Amarillo, TX 79107

**Hours for voting at Santa Fe Building:**

Monday, April 24, 2023 to Friday, April 28, 2023 8:00 a.m. – 5:00 p.m.  
Monday, May 1, 2023 to Tuesday, May 2, 2023 7:00 a.m. – 7:00 p.m.

**Hours for Voting at Branch Locations:**

Monday, April 24, 2023 to Friday, April 28, 2023 8:00 a.m. – 5:00 p.m.  
Monday, May 1, 2023 to Tuesday, May 2, 2023 7:00 a.m. – 7:00 p.m.

**RANDALL COUNTY**

**MAIN EARLY VOTING:**

**Randall County Election Administration Office**

1604 5<sup>th</sup> Ave  
Canyon, TX 79015

**BRANCH LOCATIONS:**

**Randall County Annex**

4320 S. Western  
Amarillo, TX 79110

**Comanche Trail Church of Christ**

2700 E. 34<sup>th</sup>  
Amarillo, TX 79103

**Randall County Justice Center**

2309 Russell Long Blvd  
Canyon TX, 79015

**Hours for voting at Randall County Election Administration Office:**

Monday, April 24, 2023 to Friday, April 28, 2023 8:00 a.m. – 5:00 p.m.  
Monday, May 1, 2023 to Tuesday, May 2, 2023 7:00 a.m. – 7:00 p.m.

**Hours for Voting at Branch Locations:**

Monday, April 24, 2023 to Friday, April 28, 2023 8:00 a.m. – 5:00 p.m.  
Monday, May 1, 2023 to Tuesday, May 2, 2023 7:00 a.m. – 7:00 p.m.