

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, FEBRUARY 8, 2022, AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

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

INVOCATION: Bob Schroeder, Hillside Christian Church

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:
 - a. Convention and Visitors Bureau
 - b. Beautification and Public Arts Advisory Board;
- C. Discuss Worker's Compensation Fund;
- D. Discuss Newborn Safe Haven Boxes;
- E. Discuss Status Update on 311 Project;
- F. Discuss Vehicle Towing Ordinance and Option for Single-Source Towing Contract;
- G. Discuss Progress Update on City Hall Project;
- H. Discuss Polk Street Streetscape Project Update; and
- I. 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 25, 2022.

B. CONSIDERATION OF ORDINANCE NO. 7952

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item is a second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 16 for commercial and

industrial tax abatement. The zone is approximately 9.57 acres in the vicinity of 421 SE 34th Avenue.

C. CONSIDERATION OF ORDINANCE NO. 7953

(Contact: Brady Kendrick, Planner II)

This item is a second and final reading to consider an ordinance rezoning an 8.49 acre tract of unplatted land in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 (R-1) and Agricultural District (A) to General Retail District (GR). (VICINITY: Hillside Rd. and Nancy Ellen St.; APPLICANT/S: Mike Buccola for FBR Land Co., LLC.)

D. CONSIDER AWARD – CHANGE ORDER FOR ADDITIONAL SCOPE OF WORK FOR THE PUBLIC HEALTH ANNEX

(Contact: Jerry Danforth, Facilities Director)

Award to: Plains Builders –	Original amount:	\$1,026,030.00
	Change order #1:	35,163.00
	Change order:	202,364.00
	Total amount:	\$1,263,557.00

This item considers the award of a change order for the Public Health Annex located at 850 Martin Road to add scope for installing a foam roof, grinding and polishing of the floor, additional locks on cabinets, additional electrical, and repairs to door jambs.

E. CONSIDERATION OF RESOLUTION NO. 02-08-22-1

(Contact: Chip Orton, Emergency Management Coordinator)

This item considers a resolution authorizing the Assistant City Manager to apply for FY22 State Homeland Security Program (SHSP) grant funds to implement a project entitled FY22 Amarillo Regional Crime Center (ARCC) on behalf of the City.

F. CONSIDERATION OF RESOLUTION NO. 02-08-22-2

(Contact: Chip Orton, Emergency Management Coordinator)

This item considers a resolution authorizing the Assistant City Manager to apply for FY22 State Homeland Security Program (SHSP) grant funds to implement a project entitled FY22 Regional Bomb Squad Enhancement Project (LETPA) on behalf of the City.

G. CONSIDERATION OF RESOLUTION NO. 02-08-22-3

(Contact: Sam Baucom, Deputy Fire Chief)

This item considers the granting of an ambulance services permit with American Medical Response (AMR) Ambulance Service dba Amarillo Medical Services (AMS) for the purpose of providing ambulance services throughout the City of Amarillo.

H. CONSIDER PURCHASE – TWO (2) AIRFIELD SNOW BROOMS H CHASSIS

(Contact: Michael Conner, Director of Aviation)

Award to: Siddons Martin Emergency - \$1,516,882.00 (HGAC Buy Board Contract # FS12-19)

This item considers the purchase of two (2) Oshkosh Airfield Snow Brooms H chassis with dedicated front mounted broom. This purchase is anticipated to be funded at 90% through a Federal Aviation Administration Grant (\$1,365,194.00), with the remaining 10% funded through Airport operating revenues (\$151,688.00).

I. CONSIDER APPROVAL – THIRD AMENDMENT TO AIRPORT AUTOMOBILE PARKING MANAGEMENT CONTRACT

(Contact: Michael Conner, Director of Aviation)

This item considers the approval of a third amendment that extends the original Automobile Parking Management Contract for a period of one (1) year from April 1, 2022 to March 31, 2023, as allowed by the original contract and under the same terms as the original contract. After this extension, there are no remaining renewal options in the original contract.

J. CONSIDER PURCHASE – ONE (1) AUTOMATED SIDE LOADER (ASL)

(Contact: Donny Hooper, Director of Public Works)

Award to: Bruckner Truck Sales - \$363,733.00 (HGAC contract #HT06-20)

This item considers the purchase of one (1) Automated Side Loader (ASL) for THE Solid Waste Collection Division for the continued expansion of residential curbside cart collection services.

K. CONSIDER AWARD – CIVIC CENTER COMPLEX HERITAGE ROOM PORTABLE WALL SYSTEM

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

Award to: Denman's Building Products Ltd. - \$1,964,000.00

This item considers approval of a project for the full replacement of portable wall system and track for the Heritage Room at the Civic Center Complex. Funding for this award is provided through the Venue District.

L. CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR LIFT STATION 32

(Contact: Matthew Thomas, City Engineer)

Award to: Kimley-Horn and Associates, Inc. – Not to exceed \$71,850.00

This item considers the award of a professional services agreement which includes an extension of construction phase services for Lift Station No. 32.

M. CONSIDER AWARD – REPLACEMENT OF THE CITY OF AMARILLO CIVIC CENTER COOLING TOWER

(Contact: Jerry Danforth, Civic Center)

Award to: West Techs Chill Water Specialists - \$354,210.00

This item considers award of a contract for the replacement of the Amarillo Civic Center Cooling Tower which includes the demolition, site preparation, security, and installation of the double cooling tower for the Amarillo Civic Center located at 401 S. Buchanan St. in Amarillo Texas.

N. CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT:

(Contact: Brady Kendrick, Planner II)

This item is the consideration of an Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Holiday South Unit No. 14, a suburban subdivision to the City of Amarillo, being a replat of the westerly one-half of Lot 2, Block 16, Holiday South Unit No. 4, in Section 177, Block 2, A.B.&M. Survey, Randall County, Texas. (Vicinity: Jamaica St. and Valencia Dr.)

O. CONSIDER PURCHASE – REPLACEMENT BEARING ASSEMBLIES FOR INFLUENT PUMP STATION AT HOLLYWOOD ROAD WATER RECLAMATION PLANT

(Contact: Jonathan Gresham, Director of Utilities)

Award to: Evoqua Water Technologies - \$146,250.00

This item is to consider the purchase of two sets of upper and lower bearing assemblies for the Hollywood Road Water Reclamation Plant Influent Pump Station.

3. NON-CONSENT ITEM:

A. PRESENTATION AND CONSIDERATION OF A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CITY OF AMARILLO AND BUC-EE'S AMARILLO, LLC

(Contact: Andrew Freeman, Assistant City Manager)

This item considers approval of a Chapter 380 Economic Development Program Agreement between the City of Amarillo and Buc-ee's Amarillo, LLC. for the construction of a new travel center to be located at the southeast corner of E. Interstate 40 and Airport Boulevard.

B. CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND HORIZON AG PRODUCTS

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item considers the approval of a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Horizon Ag Products (HAP) for a project estimated at \$20,000,000 in improvements and equipment. Under the LIA, AEDC will provide HAP \$480,000 for the creation of up to 40 full-time employees to be paid out over 10 years based on a 10-year performance term.

C. CONSIDER APPROVAL – TAX ABATMENT AGREEMENT – BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND QUASAR AMARILLOTX, LLC AND RAH ARLINGTON I, LLC, AND HORIZON AG-PRODUCTS LLP

(Contact: Kevin Carter, Amarillo Economic Development Corporation)

This item considers approval of a Tax Abatement Agreement between the City of Amarillo, the Amarillo Economic Development Corporation, Quasar AmarilloTx, LLC, RAH Arlington I, LLC, and Horizon Ag-Products LLP. The agreement would provide for an abatement of future taxes on the construction and equipment costs at 100% abatement for 10 years on \$20,000,000 estimated cost of improvements and equipment.

D. CONSIDERATION OF RESOLUTION NO. 02-08-22-4

(Contact: Andrew Freeman, Assistant City Manager)

This item considers a resolution supporting an application for Affordable Housing Tax Credits to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by Estacado Estates, LP, a private entity, Estacado Estates, a development for affordable housing for the elderly located near the northwest corner of Southwest 58th Avenue and South Washington Street.

E. CONSIDERATION OF RESOLUTION NO. 02-08-22-5

(Contact: Cody Balzen, Economic Development Specialist)

This resolution is support for an application for Affordable Housing Tax Credits to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by RST Lantana Villas, LP, a private entity, Lantana Villas, a development for affordable housing for the elderly located near the southwest corner of West Amarillo Boulevard and Plum Creek Drive.

F. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7954

(Contact: Cris Valverde, Director of Planning and Development Services)

This item is a public hearing and first reading to consider an ordinance rezoning a 4.58 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public

ways, to change from Agricultural District (A) to Residential District 3 (R-3).
(Vicinity: Soncy Rd. and Heritage Hills Pkwy)

G. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7955
(Contact: Cris Valverde, Director of Planning and Development Services)

This item is a public hearing and first reading to consider an ordinance rezoning an 18.89 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD).
(Vicinity: Soncy Rd. and Heritage Hills Pkwy.)

H. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7956
(Contact: Cris Valverde, Director of Planning and Development Services)

This item is a public hearing and first reading to consider an ordinance rezoning a 4.88 acre tract of unplatted land in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD).
(Vicinity: Western St. and Sundown Ln.)

I. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7957
(Contact: Brady Kenrick, Planner II)

This item is a public hearing and first reading to consider an ordinance rezoning a 22.73 acre tract of unplatted land, in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Residential District 3 (R-3).
(Vicinity: Western St. and Sundown Ln.)

J. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7958
(Contact: Brady Kenrick, Planner II)

This item is a public hearing and first reading to consider an ordinance rezoning a 1.43 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).
(Vicinity: FM 2186 and FM 2590 (Hollywood Rd. and Soncy Rd.))

K. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7959
(Contact: Brady Kenrick, Planner II)

This item is a public hearing and first reading to consider an ordinance rezoning a 2.74 acre tract of unplatted land, in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).
(Vicinity: Arden Rd. and Helium Rd.)

L. CONSIDERATION OF ORDINANCE NO. 7960
(Contact: Debbie Reid, Director of Finance)

This item is the first reading of an ordinance to amend the City of Amarillo 2020/2021 Budget.

M. CONSIDER AWARD – COMMUNICATIONS AND MARKETING SERVICES CONTRACT TO SUPPORT VACCINATION PROGRAM FOR AMARILLO DEPARTMENT OF PUBLIC HEALTH

(Contact: Casie Stoughton, Director of Public Health)

Award to: Mary Coyne Marketing Communications, LLC. - \$2,446,000.00

This item considers the award of a contract for communications and marketing services to support the work of Amarillo Public Health through public health communications to plan and manage a comprehensive campaign providing

education and opportunity for COVID-19 vaccination for the community. This item will be funded through a grant provided by the Texas Department of State Health Services.

N. CONSIDERATION OF RESOLUTION NO. 02-08-22-6

(Contact: Laura Storrs, Assistant City Manager)

This item is to discuss and consider a resolution for the issuance of tax-exempt revenue refunding bonds for construction and installation of wireless internet equipment, building repairs or improvements, HVAC installation and repairs, and parking lot paving on the Wayland Baptist University campus located at 4530 Canyon Drive, Amarillo, Texas 79109 (the Project).

In order to issue the Bonds on a tax-exempt basis the issuance of the Bonds, and the Project financed by the Bonds and located within the City of Amarillo, Texas (the "City") must be approved by the applicable elected representatives of the City as required by Section 147(f) of the Internal Revenue Code, as amended. The City shall have no liability whatsoever in regard to the payment of the Bonds or in regard to the Project.

4. EXECUTIVE SESSION:

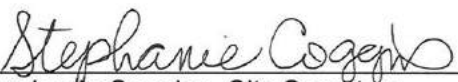
The City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

- A. Sec. 551.071 – Consultation with an attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
 - a. Broadband security and negotiations
- B. Sec. 551.076 – Discussion regarding (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit.
- C. Sec. 551.087 – Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
 - a. Project # 20-03-02 (Manufacturing)
 - b. Project # 21-10-03 (Manufacturing)
 - c. Project # 21-12-01 (Manufacturing)
 - d. Economic development incentive request in the vicinity of W. Amarillo Boulevard and Highway 287
- D. Sec. 551.089 – Discussion regarding (1) security assessments or deployments relating to information resources technology; (2) network security information as described by Section 2059.055(b); or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 S. Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations, or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3014 or the City TDD number at 378-4229.

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

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 4th day of February 2022, 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 25th of January 2022 the Amarillo City Council met at 1:00 p.m. for a regular meeting held in Council Chamber, located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
FREDA POWELL	MAYOR PRO TEM / COUNCILMEMBER NO. 2
COLE STANLEY	COUNCILMEMBER NO. 1
HOWARD SMITH	COUNCILMEMBER NO. 4

Joining late was Councilmember No. 3 Eddy Sauer. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
ANDREW FREEMAN	ASSISTANT CITY MANAGER
FLOYD HARTMAN	ASSISTANT CITY MANAGER
LAURA STORRS	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
JENIFER RAMIREZ	ASSISTANT TO THE CITY MANAGER
KATHRYN MASSEY	ASSISTANT TO THE MAYOR
STEPHANIE COGGINS	CITY SECRETARY

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

The invocation was given by Chris Condit of Hillside Christian Church. Mayor Nelson led the Pledge of Allegiance.

PUBLIC ADDRESS:

James Schenck, of Amarillo, spoke on agenda items no. 2-J, 2-M, 3-C and 3-D. There were no further comments.

ITEM 1 – CITY COUNCIL DISCUSSED OR RECEIVED 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:
 - b. Amarillo Metropolitan Planning Organization Policy Committee
- C. Discuss Update on Peer Reintegration Employment Partnership (PREP) Academy
- D. Discuss Reconstruction of Western Street, Wallace Boulevard, Hagy Boulevard, and Port Lane

Mr. Miller announced the promotion of Justin Oppel to Development Services Customer Service Coordinator.

ITEM 1 – CITY COUNCIL DISCUSSED OR RECEIVED REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

- E. 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. Agenda Items No. 2-J and 2-M were discussed at the request of Councilmember Powell. A motion was made to approve the consent agenda as presented by Councilmember Powell, seconded by Councilmember Smith.

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 11, 2022.

B. CONSIDERATION OF ORDINANCE NO. 7946

(Contact: Martin Birkenfeld, Chief of Police)

This item the second and final reading of an ordinance to consider readopting of an ordinance providing for a nocturnal curfew for persons under age seventeen.

C. CONSIDERATION OF ORDINANCE NO. 7947

(Contact: Martin Birkenfeld, Chief of Police)

This item is the second and final reading of an ordinance to consider amending the Amarillo Municipal Code, Chapter 8-4, article I, Sections 8-4-2 and 8-4-3 to enable authorized code enforcement officers to assist with moving or impounding vehicles that are in violation of state law or city ordinance.

D. CONSIDERATION OF ORDINANCE NO. 7948

(Contact: Brady Kendrick, Planner II)

This item is the second and final reading of an ordinance to consider the Vacation of a 7,544 square foot portion of a Public Right-Of-Way (alley) located adjacent to Lots 2 through 4, Block 33, Lawrence Park Unit No. 23 and Lot 6, Block 24, Lawrence Park Unit No. 89, in Section 227, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: S.W. 26th Ave. and Britain Dr.; Applicant/s: David Hudson for Southwestern Public Service Company)

E. CONSIDERATION OF ORDINANCE NO. 7949

(Contact: Brady Kendrick, Planner II)

This item is the second and final reading of an ordinance to consider the Vacation of a 20 foot wide Public Right-Of-Way (alley) lying in Block 13, Sunrise Addition Unit No. 3, in Section 123, Block 2, A.B.&M. Survey, Potter County, Texas. (Vicinity: Eastern St. and Interstate 40; Applicant/s: Beant Sandhu for Sardari, LLC)

F. CONSIDERATION OF ORDINANCE NO. 7950

(Contact: Brady Kendrick, Planner II)

This item is the second and final reading to consider an ordinance rezoning a 20.00-acre tract of unplatted land, in Section 53, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) and Heavy Commercial District (HC) to Heavy Commercial District (HC). (Vicinity: Pullman Rd. and Interstate 40; Applicant/s: Sardari, LLC)

G. CONSIDERATION OF ORDINANCE NO. 7951

(Contact: Brady Kendrick, Planner II)

This item is the second and final reading to consider an ordinance rezoning a 2.89-acre portion of Lot 2, Block 3, Amended South Side Acres Unit No. 12, an addition and a suburban subdivision to the City of Amarillo, in Section 230, Block 2, A.B.&M. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to Multiple-Family District 1 (MF-1). (Vicinity: S.W. 58th Ave. and Ray St; Applicant/s: Robert Keys for Attebury Elevators, LLC)

H. CONSIDERATION OF RESOLUTION 01-25-22-1

(Contact: Laura Storrs, Assistant City Manager)

This item considers a resolution authorizing Assistant City Manager Laura Storrs as the Authorized Official for the Smart Policing Initiative grant program.

I. CONSIDER AWARD – ARCHITECTURAL SERVICES FOR SERVICE CENTER FUELING SITES

(Contact: Jerry Danforth, Facilities Director)

Award to: Sims Architects - \$300,000.00

This item considers the award of a contract for architectural services for the construction design of two new fueling sites located at the City of Amarillo's Service Center.

J. CONSIDER AWARD – CONTRACT FOR UPGRADE OF BUDGET SOFTWARE

(Contact: Debbie Reid, Finance Director)

Award to: Questica Ltd. - Not to exceed \$351,992.00

This item considers the award of a one-year contract for the upgrade of the City's current budget software, including the option to extend the contract for four additional one-year terms.

K. CONSIDER PURCHASE – FALCON+72 SORTING MACHINE

(Contact: Jennifer Gonzalez, Utility Billing Manager)

Award to: Opex Document and Mail Automation - \$102,690.00

This item considers the purchase of a Falcon+72 sorting machine to replace Utility Billing's current sorting machine which has reached its end of useful life. This item includes the machine, installation services, and an annual license fee.

L. CONSIDER AWARD – WATERWORKS SUPPLY AGREEMENT

(Contact: Trent Davis, Purchasing Agent)

Award to: Ferguson Enterprises	\$ 63,325.20
Premier Waterworks	\$ 6,032.00
Silver Star Supply	\$ 73,408.45
Core & Main	\$ 38,171.00
Total Award	\$180,936.65

This item considers the award of the annual waterworks supply agreement.

M. CONSIDER PURCHASE - REAL ESTATE LOCATED AT US HWY 60 & PARSLEY ROAD

(Contact: Kevin Carter, President & CEO)

Total amount - \$6,647,650 plus closing costs and related expenses

This item considers authorizing Amarillo Economic Development Corporation (AEDC) to execute a contract and all necessary documents for the purchase of approximately 1,329 acres of land located at US Hwy 60 and Parsley Road.

Voting AYE were Mayor Nelson and Councilmembers Powell, Smith, and Stanley; voting NO were none; absent was Councilmember Sauer; the motion carried by a 4-0 vote.

ITEM 3 - NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson introduced the first reading of Ordinance No. 7952. Kevin Carter, President and CEO of Amarillo Economic Development Corporation presented the item. Mayor Nelson opened a public hearing. James Schenck, of Amarillo, spoke on the item. Mayor Nelson closed the public hearing. A motion was made to approve Ordinance No. 7952 which designates a zone of the city that is approximately 9.57 acres in the vicinity

of 421 SE 34th Avenue as Reinvestment Zone No. 16 for commercial and industrial tax abatement by Councilmember Powell, seconded by Councilmember Smith.

ORDINANCE NO. 7952

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COMMISSION: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 16 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.

Voting AYE were Mayor Nelson and Councilmembers Powell, Smith, and Stanley; voting NO were none; absent was Councilmember Sauer; the motion carried by a 4-0 vote.

Councilmember Sauer joined the meeting at 2:04 p.m.

ITEM 3B: Mayor Nelson introduced the first reading of Ordinance No. 7953. Brady Kendrick, Planner II, presented the item. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. A motion was made to approve Ordinance No. 7953 which will rezone an 8.49 acre tract of unplatted land in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 and Agricultural District to General Retail District in the vicinity of Hillside Road and Nancy Ellen Street by Councilmember Powell, seconded by Councilmember Stanley.

ORDINANCE NO. 7953

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 HILLSIDE ROAD AND NANCY ELLEN STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3C: Mayor Nelson introduced an item to discuss and consider funding options for repairing athletic field lighting. Michael Kashuba, Director of Parks and Recreation, Trent Davis, Purchasing Agent, Steven Adams, with Specialized Public Finance, Ms. Storrs and Mr. Hartman presented the item. Agenda Items No. 3-D and 3-E were discussed in conjunction with the presentation of Agenda Item No. 3-C.

ITEM 3E: Mayor Nelson introduced Resolution No. 01-25-22-3. The item had been presented by Mr. Adams. A motion was made to approve Resolution No. 1-25-22-3 authorizing the publication of notice of intention to issue up to seven million dollars in certificates of obligation by Councilmember Powell, seconded by Councilmember Sauer.

RESOLUTION NO. 01-25-22-3

A RESOLUTION OF THE AMARILLO CITY COUNCIL, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

Voting AYE were Mayor Nelson and Councilmembers Powell, Sauer, and Smith; voting NO was Councilmember Stanley; the motion carried by a 4-1 vote.

ITEM 1 – CITY COUNCIL DISCUSSED OR RECEIVED REPORTS ON THE FOLLOWING CURRENT MATTERS OR PROJECTS:

B. Updates from Councilmembers serving on outside boards and commissions:

a. Parks and Recreation Board

ITEM 4: Mr. McWilliams advised at 4:01 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Sec. 551.071 – Consultation with Attorney about pending or contemplated litigation or settlement of the same or on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter: (a) Nurek et. Al. v. City of Amarillo; 2) Sec. 551.087 - Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect: (a) Project # 21-02-04 (Manufacturing), (b) Project # 21-10-03 (Manufacturing), (c) Project # 21-11-01 (Transportation), (d) Project # 21-12-01 (Manufacturing), (e) Project # 21-12-02 (Manufacturing), (f) Project # 21-12-03 (Manufacturing), and (g) Economic development incentive request in the vicinity of Loop 335/W. Hollywood Road and Interstate Highway 27/Canyon Drive.

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

ATTEST:

Stephanie Coggins, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Pillar	Economic Development and Redevelopment
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption
CONSIDERATION OF ORDINANCE NO. 7952

This is a second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 16 for commercial and industrial tax abatement. The zone is approximately 9.57 acres in the vicinity of 421 SE 34th Avenue.

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 9.57 acres proposed for Reinvestment Zone No. 16 is located at 421 SE 34th Avenue. 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 second and final reading of the Ordinance. The first reading was on January 25, 2022.

Funding Summary

N/A

Staff Recommendation

AEDC staff is recommending approval of the designation of Reinvestment Zone 16.

ORDINANCE NO. 7952

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS
CITY COUNCIL: DESIGNATING CERTAIN AREAS AS
REINVESTMENT ZONE NO. 16 FOR COMMERCIAL /
INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO,
TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER
312, SUBCHAPTERS A & B, ESTABLISHING THE
BOUNDARIES THEREOF AND OTHER MATTERS
RELATING THERETO; PROVIDING A SEVERANCE
CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on January 25, 2022, 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. 16 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. 16 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. 16 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. 16 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. 16 shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 25th day of January 2022 and PASSED on Second and Final Reading on the 8th day of February 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVE AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF REINVESTMENT ZONE NO. 16

Tract 1:

Being a tract of land containing 9.57 acres out of Section 171, Block 2, AB&M Survey, Randall County, Texas, and being described by metes and bounds as follows:

BEGINNING at the Southeast corner of Section 171, Block 2, AB&M Survey, appoint in Southeast 34th Avenue;

THENCE S. 89 degrees 50 minutes W. along the South line of Section 171 a distance of 1,035.3 feet to a point;

THENCE N. 30 feet to a 1/2 inch iron pipe, the Southeast and Beginning corner of this survey, also being a point in the West property line of Llano Cemetery;

THENCE S. 89 degrees 50 minutes W. 502.5 feet to a 3/4 inch iron rod in the Easterly R.O.W. line of the AT&SF Railroad;

THENCE N 16 degrees 54 minutes 40 seconds E. parallel with and 352.2 feet from the center line of said Railroad a distance of 1,722.45 feet to a 1-1/4 inch iron pipe;

THENCE N. 89 degrees 50 minutes E. 3.66 feet to a 1/2 inch iron pipe in the West line of the Llano Cemetery property;

THENCE S. 00 degrees 04 minutes 35 seconds W. along the West line of the Llano Cemetery property a distance of 1,646.53 feet to the Beginning corner of this tract.

Tract 2:

A parcel of land situated in the Cit of Amarillo, County of Randall, State of Texas lying in Section 171, Block 2 A. B. & M. Survey, Abstract Number 43, being a portion of those certain land acquired by the Pecos and Northern Texas Railway Company (predecessor in interest to the Atchison, Topeka and Santa Fe Railway Company) and the Atchison, Topeka and Santa Fe Railway Company by the following deeds;

- (1) Deed dated November 19, 1907 from J.W. Crudgington recorded January 29, 1908 in Deed Volume 18, at Pages 64 et seq. of the Records of Randall County;
- (2) Deed dated September 12, 1968 from Verl T. Hawbaker and Blackburn Brothers, Inc, in Deed Volume 446 at Page 317 of the Records of Randall County, Texas.

More particularly described as follows:

Commencing at the Southeast corner of said Section 171, Block 2, A. B. & M. Survey;

Thence South 89° 50' 00" West (bearing assumed for the purpose of this description) along the Southerly line of said Section 171 a distance of 1,035.3 feet;

Thence North 00° 04' 35" East, 30 feet to a 1/2 inch pipe set October 27, 1971 for a survey point by Jimmie Nail (Surveyor);

Thence South 89° 50' 00" West, 501.11 feet to the Southwesterly corner of that certain parcel as described as Tract A in deed dated September 12, 1968 from said Railway Company to Verl R. Hawbaker and Blackburn Brothers, Inc., monumented by a 1/2 inch rod with a cap stamped "Furmon RPLS 1959", being the True Point of Beginning;

Thence continuing South 89° 54' 00" West along the Westerly prolongation of the Southerly Boundary of said Tract A, 10.72 feet to a point on a line parallel with and distant Easterly 314.95

feet from the centerline of that certain railroad tract as designated in records of said Railway Company as the Hereford Subdivision Main Track;

Thence North $16^{\circ} 54' 40''$ East along said parallel line 1,722.45 feet to the Northerly boundary of Tract Number 4, described in said deed dated September 12, 1968 recorded in Volume 446, at Page 317;

Thence North $89^{\circ} 50' 00''$ East along said Northerly boundary, 10.72 feet to the Easterly boundary of said Tract Number 4;

Thence South $16^{\circ} 54' 40''$ West along the Southerly prolongation of said Easterly boundary, 1,722.45 feet to the Point of Beginning.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Regular Agenda Item – Public Hearing
--------------	------------------	------------------	--------------------------------------

Department	Planning and Development Services
Contact	Brady Kendrick – Planner II

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7953

Second and final reading to consider an ordinance rezoning an 8.49 acre tract of unplatted land in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 (R-1) and Agricultural District (A) to General Retail District (GR).
VICINITY: Hillside Rd. and Nancy Ellen St.
APPLICANT/S: Mike Buccola for FBR Land Co., LLC

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Residential District 3, Residential District 1, and Planned Development 373A to the north, Residential District 3 to the west, Planned Development District 373A to the east, and Agricultural District, Moderate Density District, and Planned Development 381 to the south.

Adjacent land uses consist of undeveloped land and a single family detached home to the north, an electrical substation, City water tower, a duplex, and mini-storage facility (under construction) to the south, a multi-tenant office and retail building to the east, and undeveloped land to the west.

Proposal

The applicant is requesting a change in zoning from Residential District 1 and Agricultural District to General Retail District with the intent of developing the property with retail land uses.

Analysis

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

The Future Land Use and Character Map recommends the applicant's tract develop with Suburban Residential land uses. The Suburban Residential category calls for detached residential dwellings, attached residential dwellings (when incorporated with Planned Developments), parks/public spaces, and public/institutional as the primary development types recommended within this category with a suburban character being the desired development pattern.

The applicant's request of General Retail zoning would not fit this Future Land Use and Character Map category. Staff does note that in this area, patterns of development and zoning have varied from the Future Land Use and Character Map as the adjacent properties have developed with the uses described previously in an area that is largely in the Suburban Residential category (the yellow in the following image).

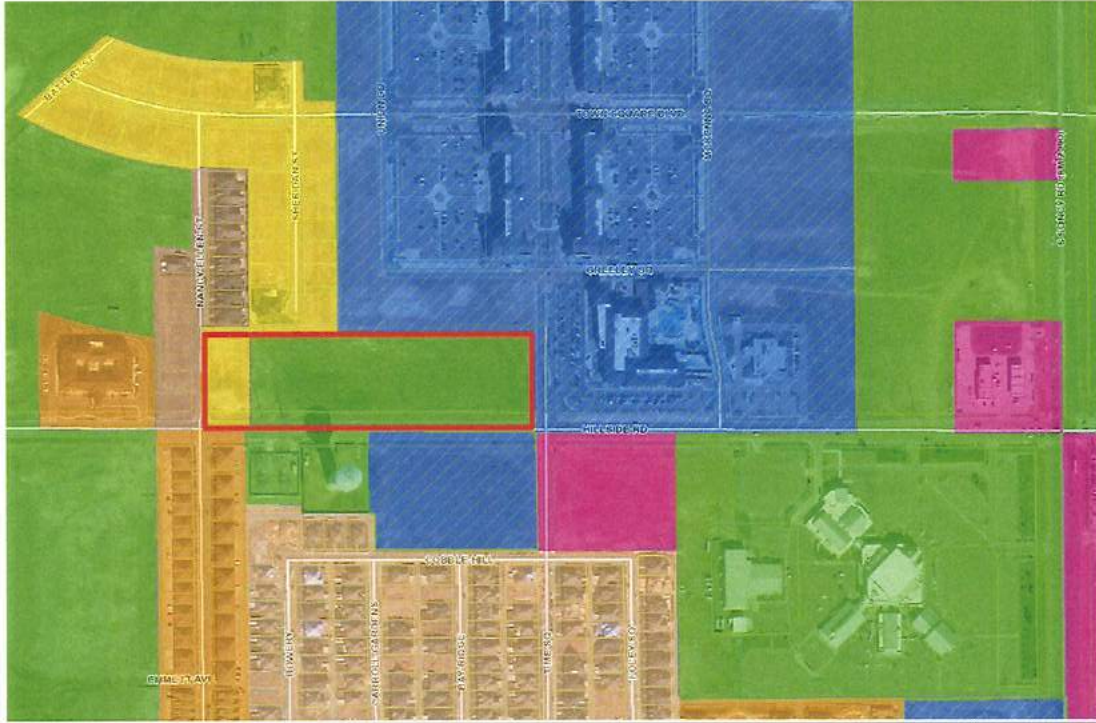


(Hillside Rd. and Nancy Ellen St.)

If this tract developed in strict adherence to the Future Land Use and Character Map, it would place single-family homes among higher intensity land uses and immediately adjacent to Hillside Road, which has become a retail corridor and throughfare in this area. This would not be compatible with existing development patterns.

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

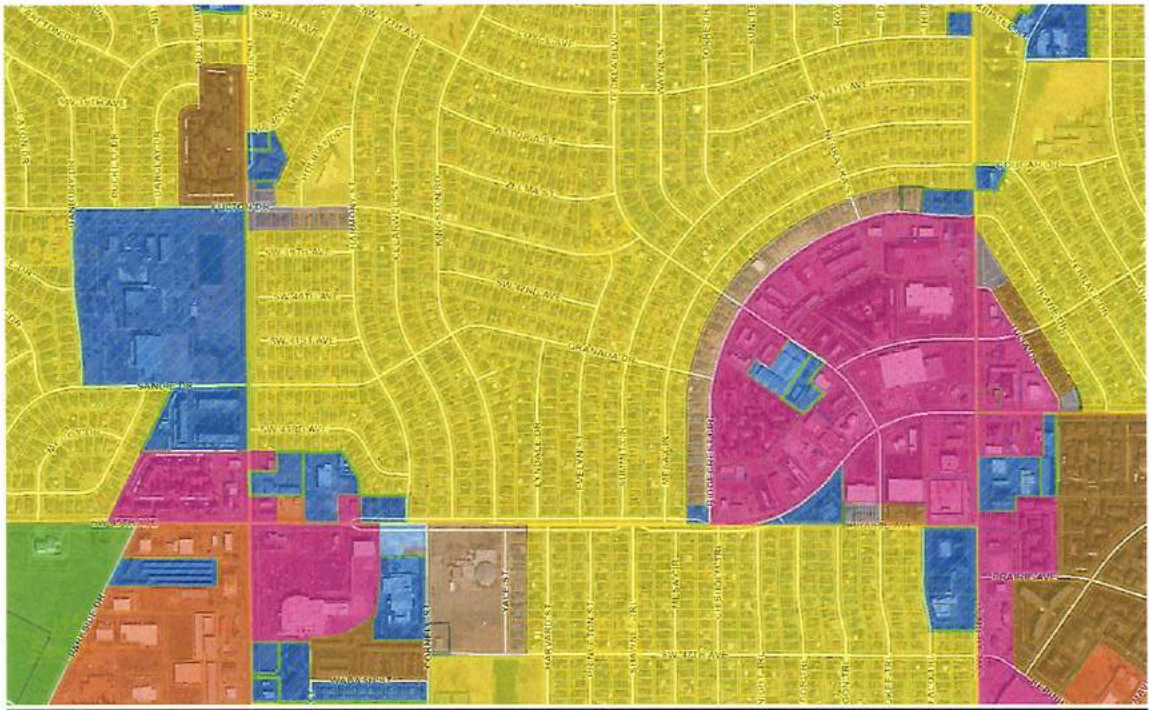
Considering the distance the applicant's tract is from the adjacent Section Line Arterial Intersections, the applicant's request would not conform with the Neighborhood Unit Concept. However, when considering the existing zoning and development patterns along this section of Hillside Road as illustrated in the next graphic, development in this area has not developed according to the Neighborhood Unit Concept with Hillside Road featuring a number of non-single family uses in the immediate area of the applicant's tract.



(Hillside Rd. And Nancy Ellen St.)

The development patterns within this area have been influenced by the development of the Town Square subdivision to the north of Hillside Road which features mixed use development with multi-family and various retail and office uses within the center portion of the section and areas along Hillside Road. Additionally, the presence of the Hillside Christian Church, electrical substation, and City water tower along the south side of Hillside Road have also influenced development along this section of Hillside Road to be primarily non-residential in nature.

The Planning and Zoning Commission does note that while the request, if approved, would place General Retail Zoning immediately adjacent to areas zoned for Single-Family development, it should also be noted a precedent for such has already been set within the City along many arterial roadways which is illustrated in the following graphics.



(SW 45th Ave. and Western St.)



(Hillside Rd. and Coulter St.)

Upon development of these tracts, site plan review would be required which would address screening, landscaping, and setback requirements which would mitigate impacts to the neighboring single family zoned properties.

Considering the above, The Planning and Zoning Commission is of the opinion that the request is a logical continuation of existing zoning and patterns of development in the area and would have minimal impacts on the surrounding area.

Requested Action/Recommendation

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

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

ORDINANCE NO. 7953

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 HILLSIDE ROAD AND NANCY ELLEN STREET, RANDALL
COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE;
PROVIDING A REPEALER CLAUSE; AND PROVIDING AN
EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of an 8.49 acre tract of unplatted land in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Residential District 1 (R-1) and Agricultural District (A) to General Retail District (GR), as shown in Exhibit A attached hereto and incorporated herein.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 25th day of January 2022 and PASSED on Second and Final Reading on the 8th day of February 2022.

Ginger Nelson, Mayor

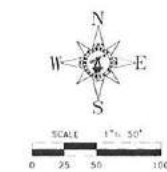
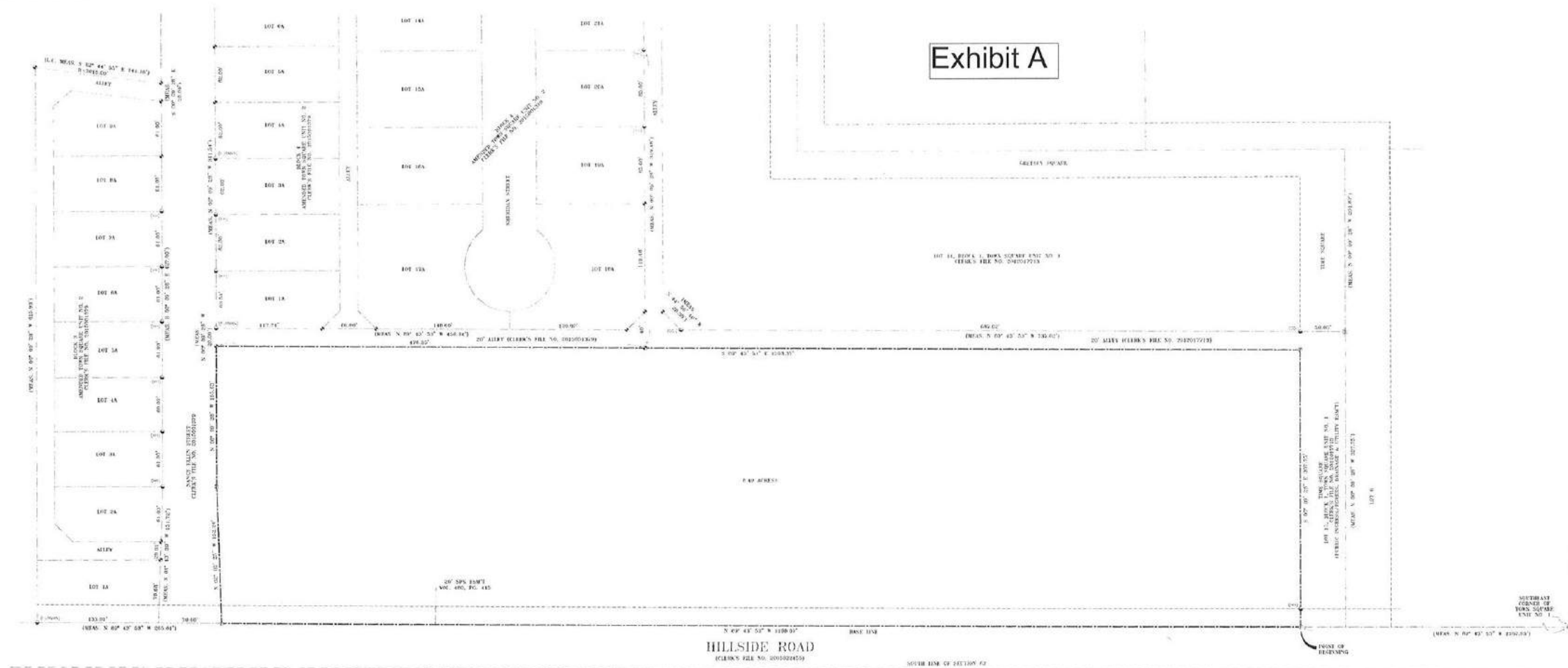
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Exhibit A



- LEGEND:**
- 1/4" IRON ROD SET W/ CAP
 - 1/2" IRON ROD SET W/ CAP
 - 1/2" IRON ROD SET
 - ALUMINUM "GRISHAM" CAP END
 - "X" IN CONCRETE END
 - NOTE: ALL SURVEYS IN () INDICATE MONUMENT DESIGN

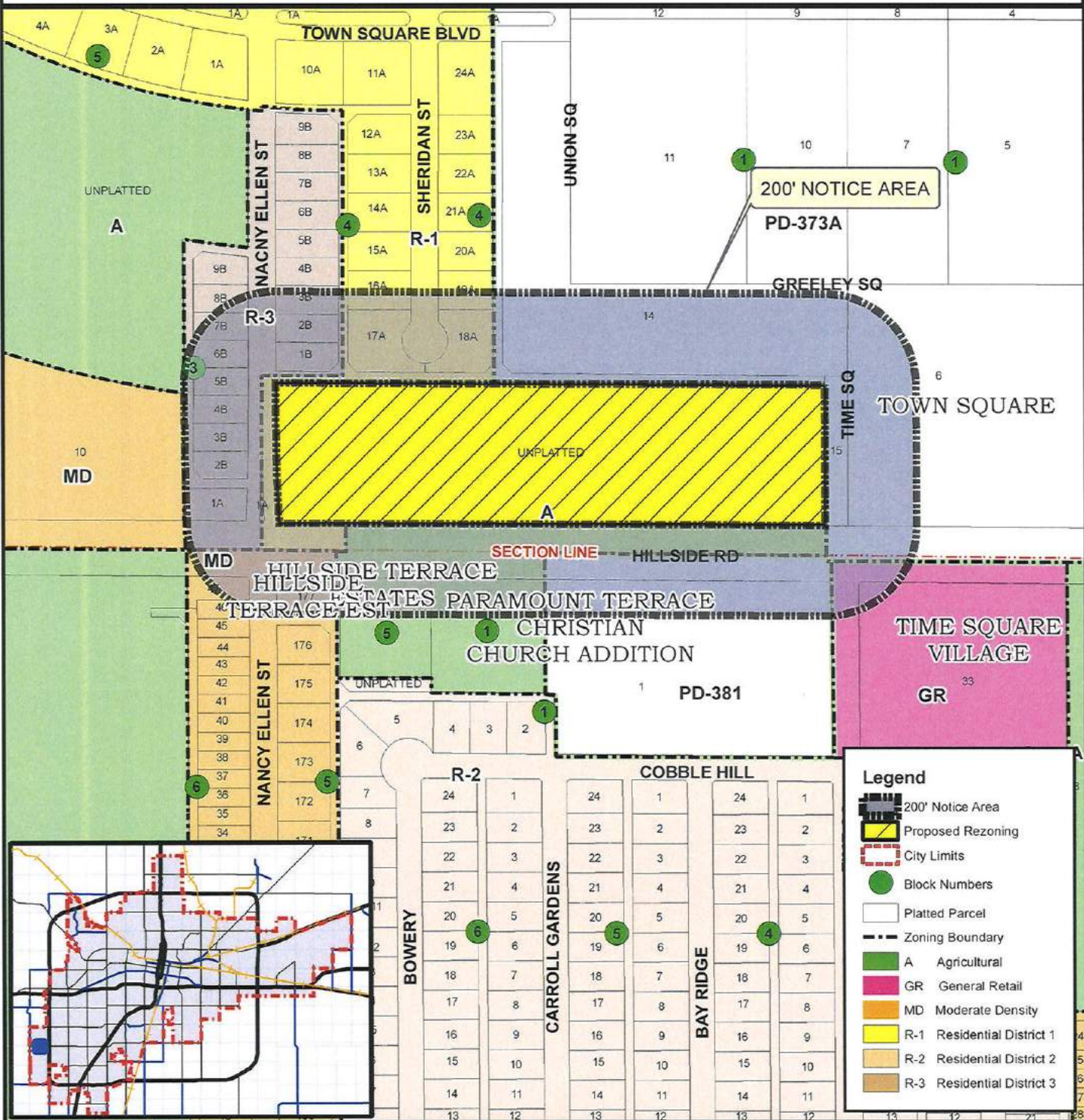
- NOTES:**
1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
 2. This plat is the property of Furr Land Surveyors, Inc. Furr Land Surveyors, Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate herein 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 Furr Land Surveyors, Inc. Copyright 2021.
 3. No investigation or independent search for monuments of record, circumstances, relative ownership, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by the Surveyor.
 4. Boundary survey only. Improvements, if any, are not shown herein.
 5. The tract of land surveyed and shown herein is not plotted if it may be subject to the State of Texas and City of Austin planning rules and regulations. The surveyor suggests that the City of Austin Planning and Zoning Department be consulted about these rules, regulations and any requirements that this property may be subject to.
 6. No attempt was made by this surveyor to contact the City of Austin regarding access to Hillside Road, Nancy Ellen Street or The Square from the subject tract. It is unknown by the surveyor if a "dew point" has been established in record as if additional survey agreements will be allowed to the subject tract from these right-of-ways.
 7. Subject tract as described in instrument recorded under Clerk's File No. 2010020450 of the Official Public Records of Bexar County, Texas.

- DESCRIPTION:**
- As a portion of the tract of land in Section 22, Block 9, B.S. & P. Survey, Bexar County, Texas and being more fully described by notes and bounds as follows:
- BEGINNING** at a 1/2 inch white round with cap stamped "HRL 5712" for the Southeast corner of this tract and being the most southerly southeasterly corner of Town Square Unit No. 1, an addition to the City of San Antonio, Texas, as shown in the Official Public Records of Bexar County, Texas, in Clerk's File Number 2010017712 and said point being in the North line of Hillside Road;
- THENCE** N. 89° 43' 52" E., along east Hillside Road, a distance of 100.00 feet to a 1/2 inch white round with cap stamped "HRL 5712" for the Southeast corner of this tract and also being a corner of Town Square Unit No. 1, an addition to the City of San Antonio, Texas, as shown in the Official Public Records of Bexar County, Texas, in Clerk's File Number 2010017712 and said point being in the North line of Hillside Road;
- THENCE** S. 89° 43' 52" E., a distance of 100.00 feet along east Nancy Ellen Street to a 1/2 inch white round with cap stamped "HRL 5712" for the Southeast corner of this tract and being the most southerly southeasterly corner of Town Square Unit No. 1, an addition to the City of San Antonio, Texas, as shown in the Official Public Records of Bexar County, Texas, in Clerk's File Number 2010017712 and said point being in the North line of Hillside Road;
- THENCE** S. 89° 43' 52" E., a distance of 100.00 feet along east Nancy Ellen Street to a 1/2 inch white round with cap stamped "HRL 5712" for the Southeast corner of this tract and being the most southerly southeasterly corner of Town Square Unit No. 1, an addition to the City of San Antonio, Texas, as shown in the Official Public Records of Bexar County, Texas, in Clerk's File Number 2010017712 and said point being in the North line of Hillside Road;
- THENCE** S. 89° 43' 52" E., a distance of 100.00 feet to the PLACE OF BEGINNING.

SURVEY FOR: FURR LAND CO., LLC
SURVEY DATE: 12/01/2021

FURR LAND SURVEYORS, INC.
SURVEYING, MAPPING, CONSULTING
 10000 N. LOOP WEST, SUITE 100
 DALLAS, TEXAS 75243
 (214) 343-1000
 FAX: (214) 343-1001
 www.furrland.com

REZONING FROM A & R-1 TO GR



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 12/10/2021
Case No: Z-21-18



Rezoning of a 8.49 acre tract of unplatted land in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Residential District 1 (R-1) and Agricultural District (A) to General Retail District (GR).

Owner: Mike Buccola for FBR Land Co., LLC
Vicinity: Hillside Rd. and Nancy Ellen St.

AP: H-15

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

Amarillo City Council

Agenda Transmittal Memo



D

Meeting Date	February 8, 2022	Council Priority	Infrastructure
Department	Facilities Department 1252		
Contact	Jerry Danforth, Director of Facilities		

Agenda Caption

CONSIDER AWARD—CHANGE ORDER FOR ADDITIONAL SCOPE OF WORK FOR THE PUBLIC HEALTH ANNEX

(Contact: Jerry Danforth, Facilities Director)

Award to: Plains Builders –	Original amount:	\$1,026,030.00
	Change order #1:	35,163.00
	Change order #2:	202,364.00
	Total amount:	\$1,263,557.00

This award is for a change order for the Public Health Annex located at 850 Martin Road for installing a foam roof, grinding and polishing of the floor, additional locks on cabinets, additional electrical, and repairs to door jambs.

Agenda Item Summary

This award is for the change order to Plains Builders, Inc. for the additional scope of work for the Public Health Annex at 850 Martin Road.

Requested Action

Approval and award for the change order for additional scope of word to Plains Builders, Inc. in the amount of \$202,364.00

Funding Summary

Account # 250000.17400.1040 fund total \$1,551,303

Community Engagement Summary

N/A

Staff Recommendation

Award/Approval of change order.

Amarillo City Council

Agenda Transmittal Memo



E

Meeting Date	February 8, 2022	Council Pillar	Public Safety
Department	Emergency Management		
Contact	Chip Orton, Emergency Management Coordinator		

Agenda Caption

CONSIDERATION OF RESOLUTION 02-08-22-1

This item considers a resolution authorizing the Assistant City Manager to apply for FY22 State Homeland Security Program (SHSP) grant funds to implement a project entitled FY22 Amarillo Regional Crime Center (ARCC) on behalf of the City.

Agenda Item Summary

The FY22 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Police Department to respond to incidents locally or regionally in an emergency. Response personnel are requesting the following:

- FY22 Amarillo Regional Crime Center - The primary objective of this project is to develop a centralized Amarillo Regional Crime Center (ARCC) to support city and regional crime analysis and information sharing.

Requested Action

Consider approval of a resolution authorizing the Assistant City Manager to apply for FY22 SHSP grant funds to implement a project entitled FY22 Amarillo Regional Crime Center (ARCC) on behalf of the City.

Funding Summary

The FY22 SHSP grant application requests the following allocation of grant funding:

- FY22 Amarillo Regional Crime Center (ARCC) - \$182,500 that will be 100% SHSP funded.

Project proposals are submitted to the State of Texas Office of the Governor for consideration and approval pending allocation of Federal Homeland Security Grant Program funds.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that City Council adopt the resolution authorizing the Assistant City Manager to apply for FY22 SHSP grant funds to implement projects FY22 Amarillo Regional Crime Center (ARCC) on behalf of the City.

RESOLUTION NO. 02-08-22-1

A RESOLUTION BY THE CITY OF AMARILLO CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN FY22 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT DIVISION (HSGD) AND DESIGNATING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE FY22 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the Office of the Governor's Homeland Security Grant Division (HSGD) currently serves as the State Administrative Agency for the State of Texas' State Homeland Security Program (SHSP) which supplies grant funding that can be used by eligible agencies to support programs and projects aimed at maintaining and/or enhancing their emergency preparedness and response capabilities; and

WHEREAS, the City of Amarillo City Council finds it in the best interest of the City's citizens to apply for grant funding to implement a project entitled, Amarillo Regional Crime Center Project, which would be implemented under the FY22 SHSP; and

WHEREAS, the City intends to file this application under the HSGD's FY22 Request for Applications; SHSP – Competitive National Priority Area Projects by the February 10, 2022, submission deadline; and

WHEREAS, the City has established its eligibility to apply for and receive funding through the FY22 SHSP grant program; and

WHEREAS, the City of Amarillo City Council authorizes the Assistant City Manager to apply for, accept, reject, alter or terminate the application and/or subsequent SHSP grant on behalf of the City.

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

1. That a FY22 SHSP grant application is hereby authorized to be filed on behalf of the City with the Governor's HSGD.
2. That the application be for funds to implement an FY22 SHSP project entitled Regional Bomb Squad Enhancement Project.
3. That the City Council authorizes the Assistant City Manager to apply for, accept, reject alter or terminate the application and/or subsequent grant on behalf of the City.
4. That in the event of loss or misuse of SHSP funds, the City Council assures that those funds will be returned to the HSGD in full.

CONSIDERED AND APPROVED, this 8th day of February 2022.

Ginger Nelson, Mayor
City of Amarillo, Texas

ATTEST:

Stephanie Coggins, City Secretary
City of Amarillo, Texas

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney
City of Amarillo, Texas

Amarillo City Council

Agenda Transmittal Memo



F

Meeting Date	February 8, 2022	Council Pillar	Public Safety
Department	Emergency Management		
Contact	Chip Orton, Emergency Management Coordinator		

Agenda Caption

CONSIDERATION OF RESOLUTION 02-08-22-2

This item considers a resolution authorizing the Assistant City Manager to apply for FY22 State Homeland Security Program (SHSP) grant funds to implement a project entitled FY22 Regional Bomb Squad Enhancement Project (LETPA) on behalf of the City.

Agenda Item Summary

The FY22 SHSP grant application for the City of Amarillo will request grant funds to enhance the capabilities of the Amarillo Police Department to respond to incidents locally or regionally in an emergency. Response personnel are requesting the following:

- FY22 Regional Bomb Squad Enhancement Project - The objective of this project is to replace an outdated x-ray device still used in the line of duty by the APD Bomb Squad with a new, updated unit.

Requested Action

Consider approval of a resolution authorizing the Assistant City Manager to apply for FY22 SHSP grant funds to implement a project entitled FY22 Regional Bomb Squad Enhancement Project (LETPA) on behalf of the City.

Funding Summary

The FY22 SHSP grant application requests the following allocation of grant funding:

- FY22 Regional Bomb Squad Enhancement Project (LETPA) - \$32,000 that will be 100% SHSP funded
 -
- Project proposals are submitted to the State of Texas Office of the Governor for consideration and approval pending allocation of Federal Homeland Security Grant Program funds.

Community Engagement Summary

N/A

Staff Recommendation

It is recommended that City Council adopt the resolution authorizing the Assistant City Manager to apply for FY22 SHSP grant funds to implement projects FY22 Regional Bomb Squad Enhancement Project (LETPA) on behalf of the City.

RESOLUTION NO. 02-08-22-2

A RESOLUTION BY THE CITY OF AMARILLO CITY COUNCIL AUTHORIZING THE SUBMISSION OF AN FY22 GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY GRANT DIVISION (HSGD) AND DESIGNATING THE ASSISTANT CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE FY22 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the Office of the Governor's Homeland Security Grant Division (HSGD) currently serves as the State Administrative Agency for the State of Texas' State Homeland Security Program (SHSP) which supplies grant funding that can be used by eligible agencies to support programs and projects aimed at maintaining and/or enhancing their emergency preparedness and response capabilities; and

WHEREAS, the City of Amarillo City Council finds it in the best interest of the City's citizens to apply for grant funding to implement a project entitled, Regional Bomb Squad Enhancement Project, which would be implemented under the FY22 SHSP; and

WHEREAS, the City intends to file this application under the HSGD's FY22 Request for Applications; SHSP – LETPA Projects by the February 10, 2022, submission deadline; and

WHEREAS, the City has established its eligibility to apply for and receive funding through the FY22 SHSP grant program; and

WHEREAS, the City of Amarillo City Council authorizes the Assistant City Manager to apply for, accept, reject, alter or terminate the application and/or subsequent SHSP grant on behalf of the City.

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

1. That a FY22 SHSP grant application is hereby authorized to be filed on behalf of the City with the Governor's HSGD.
2. That the application be for funds to implement an FY22 SHSP project entitled Regional Bomb Squad Enhancement Project.
3. That the City Council authorizes the Assistant City Manager to apply for, accept, reject alter or terminate the application and/or subsequent grant on behalf of the City.
4. That in the event of loss or misuse of SHSP funds, the City Council assures that those funds will be returned to the HSGD in full.

CONSIDERED AND APPROVED, this 8th day of February 2022.

Ginger Nelson, Mayor
City of Amarillo, Texas

ATTEST:

Stephanie Coggins, City Secretary
City of Amarillo, Texas

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney
City of Amarillo, Texas

Amarillo City Council

Agenda Transmittal Memo



G

Meeting Date	February 8, 2022	Council Priority	Public Safety
Department	Amarillo Fire Department		
Contact	Sam Baucom, Deputy Fire Chief		

Agenda Caption

CONSIDERATION OF RESOLUTION 02-08-22-3

This item considers the granting of an ambulance services permit with American Medical Response, Inc. (AMR) dba Amarillo Medical Services (AMS) for the purpose of providing ambulance services throughout the City of Amarillo.

Agenda Item Summary

The Amarillo Fire Department (AFD) has worked with the Legal Department and AMR to develop an exclusive and comprehensive Ambulance Permit for a term of 8 years, with the option of two 2-year extensions. This permit details emergency response, interfacility transfers (IFTs), event standby services, and related compliance requirements. This permit also includes providing all disposable/consumable medical supplies to AFD, loaning advanced life support (ALS) equipment to AFD to upgrade remaining AFD fire trucks to Paramedic first responder capabilities, offering training opportunities to AFD for advancement to Paramedic-level EMS certifications, and required participation in joint-agency training. Additionally, this permit funds the salary for an AFD Permit Administrator that will fuse all data from AMR, AECC and AFD into statistical data for permit compliance and improving agency efficiency and collaboration.

Requested Action

Authorize signing the Ambulance Permit.

Funding Summary

\$870,000 total annually from AMR to the City of Amarillo. \$775,000 to provide financial support for dispatcher staff at the combined AECC, \$85,000 for salary to fund the salary for an AFD Permit Administrator, \$5,000 for training props and maintenance of the mobile classroom, and up to \$5,000 annually for the replacement of narcotics used for medical treatment by AFD.

Community Engagement Summary

Enhance partnership and accessibility by regional Fire Industry cooperators by providing access to training facilities designed specifically for fire and emergency services.

Staff Recommendation

Approve the item as presented.

RESOLUTION NO. 02-08-22-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING THE PERMIT ISSUED TO AMERICAN MEDICAL RESPONSE, INC. TO OPERATE AN AMBULANCE SERVICE WITHIN THE CITY; RATIFYING VARIOUS AMENDMENTS TO THAT PERMIT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, pursuant to Article II, Chapter 16-4, of the Amarillo Municipal Code of Ordinances and that certain Resolution No. 1-5-10-1 (with Addendum) enacted on January 5, 2010, the City Council authorized a Permit to American Medical Response, Inc. (hereafter, "AMR") to operate an Ambulance Service ("Permit") within the city limits and, such Permit has been renewed and extended for additional terms; and,

WHEREAS, on or about December 14, 2021, the City Council granted a 60 day extension to the existing Permit in order for staff to negotiate additional operational components, amendments, and new terms with AMR; and,

WHEREAS, the City Council desires to renew the AMR Permit with the additional the operational components, amendments, and new terms per Exhibit A which is fully incorporated herein; and,

WHEREAS, section 16-4-20 of the Amarillo Municipal Code of Ordinances provides that when considering the renewal of an existing Permit it shall be presumed, in the absence of evidence to the contrary, that a Public Convenience and Necessity exists and that the applicant is fit, able and willing to render Ambulance Service; and,

WHEREAS, the City Council now finds that it continues to be in the best public interest to have a viable Ambulance Service, and that AMR is able and willing to do according to the terms and conditions as stated herein;

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

SECTION 1. The Permit issued to AMR, to operate an Ambulance Service in and for the City of Amarillo is hereby renewed and effective on February 8, 2022, upon the terms of Exhibit A therein.

SECTION 2. Not later than the fifth (5th) business days after the City Council approval of this Resolution, an authorized officer of AMR shall sign and file with the City Secretary a copy of this Resolution, indicating AMR's acceptance of the terms of the Permit as stated in this Resolution, and a place for such signature and purpose is here provided:

AMERICAN MEDICAL RESPONSE, INC. (AMR)
d/b/a AMARILLO MEDICAL SERVICE

By: _____

Title: _____

Date: _____

SECTION 3. Should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 4. Should any word, phrase, or part of this resolution or the Addendum be found

to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part of the resolution or Addendum and such remainder text shall be and continue in effect.

SECTION 5. This resolution is effective immediately upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 8th day of February 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

CITY OF AMARILLO AMBULANCE PERMIT
FOR AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

This AMBULANCE PERMIT ("Permit") is made and entered by and between the City of Amarillo, acting by and through its City Council, hereinafter referred to as "City," and American Medical Response Ambulance Service, Inc., d/b/a Amarillo Medical Services, hereinafter referred to as "Agency." This Permit shall serve as the Agency's Permit to provide ambulance services for the City as stated herein.

WITNESSETH:

WHEREAS, the regulation of ambulances established by the Code of the City, this Permit and other relevant laws have been made in the exercise of the sound discretion of the City;

WHEREAS, the City has the authority and power to grant exclusivity under applicable laws and the City finds that exclusivity is necessary for the purpose of promoting the health, safety, and general welfare of the community;

WHEREAS, this Permit is necessary in order to provide more effective system performance;

WHEREAS, the goal of this ambulance system is to provide the most efficient design to achieve the goals of high-quality service at the lowest cost to citizens;

WHEREAS, Agency is a qualified provider of ambulance services and has the capability to meet or exceed City specifications, standards, and requirements; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the parties hereby incorporate the above recitals and agree as follows:

- 1) **Permit Term.** The term of this Permit shall be for an eight (8) year period beginning on the Commencement Date. The Permit may be renewed thereafter with the mutual consent of the parties for not more than two (2) extensions of two (2) years each.
- 2) **Definitions & Scope of Services for the System.**
 - a. **Exclusive Services Within the Service Area.** Subject to the exceptions defined in Section 2(b) below, the City hereby grants Agency the exclusive right as the sole provider to provide: all emergency ground ambulance services ("EMS Services") and all non-emergency ambulance services (including basic life support non-emergency, advanced life support non-emergency and specialty care transport) or inter-facility services ("IFT Services"), and all ambulance standby services and ALS personnel standby services ("Standby Services"). When referring to EMS Services, IFT Services and, Standby Services collectively ("Ambulance Services") within the City of Amarillo limits ("Service Area").

b. Exceptions to Exclusive Services Grant.

- i. Baptist St Anthony's (BSA) is an existing exempt ambulance service provider for nonpaid transfers between and among BSA owned/operated facilities.
- ii. Air ambulance services are not part of the Permit.
- iii. Agency will have *first right of refusal* for all paid Basic Life Support ("BLS") Standby Services.
- iv. The Amarillo Fire Department ("AFD") reserves the right to bill for Standby Services for special events or when requested to augment the Agency's Standby Services.

c. Mutual Aid. Mutual Aid means assistance provided to or received from another EMS Service provider other than the Agency's City operations business unit.

d. Declared Disaster. Declared Disaster for the purposes of this permit means a local, state or federal disaster declaration issued by appropriate authority having jurisdiction (Mayor, County Judge, Texas Governor, President of the United States) directly impacting the permitted area or requiring mutual aid response to an adjoining jurisdiction)

3) EMS Services

- a. Respond to All Requests for EMS Services.** Agency shall provide EMS Services twenty-four hours a day, seven days a week, three hundred sixty-five days a year. Agency's response shall be without regard to the patient's ability to pay.
- b. EMS Service Priorities** For purposes of this Permit, the following priorities ("Priority") shall apply to EMS Services
 - i. **Priority 1 Response:** Situation determined by the emergency medical dispatcher, in strict accordance with Medical Director approved protocols, which would likely result in the loss or quality of life without immediate intervention
 - ii. **Priority 2 Response:** Situation determined by the emergency medical dispatcher, in strict accordance with Medical Director approved protocols, which requires immediate medical attention, but would not likely result in the loss or quality of life without immediate intervention
 - iii. **Priority 3 Response:** Situation determined by the emergency medical dispatcher, in strict accordance with Medical Director approved protocols, which does not require immediate medical attention and would not likely result in the loss or quality of life without immediate intervention
- c. Response Times for EMS Services.** The Response Times are set forth in the table below and will be reported for each of the following geographic zones ("Zones"). See Exhibit B.

Zone	Priority 1 EMS Ambulance Arrival	Priority 2 EMS Ambulance Arrival	Priority 3 EMS Ambulance Arrival
Zone A - NW	8:59	11:59	14:59
Zone B - NE	8:59 (Except for Airport District 11:59)	11:59 (Except for Airport District 12:59)	14:59
Zone C - SE	8:59	11:59	14:59
Zone D - SW	8:59	11:59	14:59

There shall be not less than four (4) Zones. The Agency will configure the Zones based on the actual data, the number of calls, and call volume density during the prior twelve (12) month period through November 30th, 2021. The four Zones will each have an equitable distribution of calls, e.g., if from December 1st, 2020 through November 30th, 2021, the system has 40,000 calls, each of the Zones shall be configured to have approximately 10,000 calls each. Each of the four (4) Zones will have the same Response Times and Priorities.

Notwithstanding the above, the Airport District shall be separately evaluated to optimize responses using the resources of the Agency and the AFD to improve reliability and Response Times within the Airport District. The Airport District shall be defined as the primary response area of AFD Station 10 and will not be defined as its own Zone. For compliance purposes, the Airport District will be combined with the Northeast Zone.

Additionally, the parties may mutually agree to change Response Times and/or reconfigure the zones based on the actual data, population shifts, City annexation of unincorporated land, implementation of ALS First Responders, and other changes to the EMS system. Agency and City shall meet annually in December to verify Zone Map for the next year.

- d. **Measuring Response Times for EMS Services.** Response Times for EMS Services will be measured from the time the EMS Ambulance is documented as dispatched in the City's CAD or time stamped if using a manual system and continue until the CAD receives the arrived on scene signal or the dispatch is notified of arrived on-scene if using a manual system (or in the case of a location other than the actual scene, the staging area or nearest accessible point for the ambulance. e.g., fence, apartment complex parking lot). "Arrival on Scene" is defined as a MICU capable unit and Agency Paramedic, both on scene. The moment the ambulance crew, including an

Agency Paramedic notifies the AECC that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient, the timer will stop for compliance (AVL with geofencing via CAD will be considered sufficient if reliability is confirmed and both agencies agree to accuracy). For any response that is dispatched with greater than a Priority 3 Alpha, a Paramedic must be present in the ambulance throughout transport, or response will be deemed noncompliant. (see safety-net clause).

- e. **Response Time Standards for EMS Services.** For EMS Services within the City limits, the Agency will deploy a sufficient number of EMS Ambulances for it to meet the monthly response time standards ("Response Time Standards") of ninety percent (90%) system-wide and eighty-five percent (85%) for each individual Zone and Priority as defined below.
- f. **Response Times and Response Time Standards Reporting for EMS Services.** The Agency shall report its Response Times and Response Time Standards for EMS Services monthly along with explanations for any delayed responses. Exemptions for City dispatch errors, inappropriate movement of resources, delays in dispatching for calls, and other non-Agency errors will be removed from Agency Response Time Standards calculations. Agency agrees that the CAD system in use by the City shall be the official record of each call.
- g. **Upgrades, Downgrades, Reassignments, and Disregards for EMS Services.**
 - i. **Upgrades.** If a response is upgraded prior to the first EMS Ambulance arriving on scene (i.e., Priority 2 to Priority 1), compliance with Response Time and Liquidated Damages will be calculated based on the shorter of:
 1. Time elapsed from dispatch time, as specified in this Section, to time of upgrade plus the higher Priority Response Time, or
 2. The lower Priority Response Time requirement.
 - ii. **Downgrades.** Downgrades may be initiated by Emergency Medical Dispatchers when information not available while the response was dispatched, but later becomes available and that indicates, in strict accordance with Medical Director approved protocols, that the response should have been dispatched at a lower Priority. Downgrades may also be initiated by emergency medical dispatchers, City's First Responders or Agency's supervisory personnel arriving on scene prior to the first EMS Ambulance in accordance with Medical Director protocols. If a response is downgraded prior to the arrival on scene of the first EMS Ambulance, the Agency's compliance with Response Time and Liquidated Damages will be calculated based on:

- 1. The lower Priority Response Time standard, if the EMS Ambulance is downgraded before it would have been judged late under the higher Priority Response Times, or
- 2. The higher Priority Response Time standard, if the EMS Ambulance is downgraded after it would have been judged late under the higher Priority Response Time.

h. Liquidated Damages for EMS Services. Agency understands that the failure to comply with Response Times will result in damages to the City and that it is, and will be, impracticable to determine the actual amount of such damages. Therefore, Agency and City now agree that the Liquidated Damages specified for EMS Services are reasonable. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable Liquidated Damages. All Liquidated Damages shall be late if not received by the City no later than thirty (30) days after written receipt by Agency of notice of Liquidated Damages assessment from City. Notwithstanding anything to the contrary, Agency’s maximum Liquidated Damages for EMS Services shall not exceed sixty thousand dollars (\$60,000) for any given month. Funds collected from the Agency as payment for any Liquidated Damages shall be deposited in the City’s general fund.

Priority 1			
System- wide Response Time Standard Percentage for Month	Month 1	Consecutive Month 2	Consecutive Month 3
86% to 89.9%	\$3,000	\$5,500	\$8,000
Below 85.9%	\$10,000	\$20,000	\$30,000

Priority 2			
System- wide Response Time Standard Percentage for Month	Month 1	Consecutive Month 2	Consecutive Month 3
86% to 89.9%	\$3,000	\$5,500	\$8,000
Below 85.9%	\$10,000	\$20,000	\$30,000

Priority 3			
System- wide Response Time Standard Percentage for Month	Month 1	Consecutive Month 2	Consecutive Month 3
86% to 89.9%	\$1,500	\$2,500	\$4,000
Below 85.9%	\$5,000	\$10,000	\$15,000

Priority 1			
System- wide Response Time Standard Percentage for Month (Per each Zone percentage)	Month 1	Consecutive Month 2	Consecutive Month 3
80% to 84.9%	\$2,500	\$4,500	\$6,500
Below 79.9%	\$10,000	\$20,000	\$30,000

Priority 2			
System- wide Response Time Standard Percentage for Month (Per each Zone percentage)	Month 1	Consecutive Month 2	Consecutive Month 3
80% to 84.9%	\$1,500	\$2,500	\$3,500
Below 79.9%	\$5,000	\$10,000	\$15,000

Priority 3			
System- wide Response Time Standard Percentage for Month (Per each Zone percentage)	Month 1	Consecutive Month 2	Consecutive Month 3
80% to 84.9%	\$1,000	\$1,500	\$2,500
Below 79.9%	\$2,500	\$5,000	\$10,000

- i. **Exemptions to Liquidated Damages for EMS Services.** The Agency may request in writing, through the Permit Administrator, to exclude any specific response from

the compliance calculation for delays due to circumstances beyond the Agency's reasonable control. Items for exclusion related to a full activation of the Amarillo Emergency Operations Center and or local, state, or federal disaster declarations directly impacting the permitted area may be considered in support of the exclusion request. The permit administrator will present any exclusion request received by the Agency to the Fire Chief or designee for approval. The Fire Chief or designee will have sole discretion based on the information provided to grant or reject the exclusion. Reasons for exclusion may include, but are not necessarily limited to:

- i. Requests during the first twelve (12) hours of a local disaster or a disaster in a neighboring jurisdiction to which an Agency ambulance is dispatched.
 - ii. Inclement weather event resulting in major impact for delivery of emergency services or affecting local infrastructure including utilities and may include snow, ice, flooding, tornados, hail and heavy fog.
 - iii. Train delays or unforeseen traffic conditions not related to routine or publicly notified construction projects.
 - iv. Delays caused as result of excessive waiting times at hospitals to transfer care to hospital staff. It will be the Agency's responsibility to provide documentation outlining wait times related to the incident and any correspondence with the hospital addressing any ongoing issues regarding transfer of care delays.
 - v. Any response that both the Fire Chief and Agency agrees good cause for an exception exists.
- j. One thousand dollars (\$1,000) in Liquidated Damages will be assessed for continued failure to have equipment or supplies on board any ambulance and in working order, as directed or specified by the Medical Director. Continued failure for the purpose of this Section 3 (h)(i) is defined as three or more documented failures within two consecutive months. No liquidated damages shall be owed in the event such failure arises from a national equipment/supply shortage and/or is back ordered. In the event Agency asserts such an exemption, Agency shall provide documentation to establish the validity of such claim.
- k. Should the Agency fail to meet the promptness requirements outlined above for two total months in a rolling 12-month period, the following changes shall occur. The Agency shall add eighty-four (84) additional ALS unit hours to the weekly minimum deployment addressed in Section 4 (d)(ii) under Minimum Unit Hours. The additional hour requirement will be maintained for the remainder of the permit period or until the City determines it is no longer needed.

4) Inter-Facility Transfer (IFT) Services.

- a. **IFT Services.** Agency shall provide IFT Services within the Service Area. IFT Service's are those routine and non-emergent transfers between hospitals, skilled nursing facilities, and/or other health care facilities. Agency shall also be permitted to

perform IFT Services, including long-distance transports, within the Service Area at the basic life support level when clinically appropriate.

b. Response Times for IFT Services. The Response Time for IFT Services within the Service Area shall be either:

- i. within ninety (90) minutes for IFT Services that originate within the Service Area and are less than thirty (30) mile transports;
- ii. on-time with the negotiated pre-scheduled time (with four (4) hours advance notice) within the Service Area and are less than thirty (30) mile transports;
- iii. Two hundred forty (240) minutes for IFT Services with greater than thirty (30) mile transports, i.e., long-distance transports; or
- iv. The Response Times stipulated in the agreement between the hospital or health care facility and Agency. The Agency shall provide the City with any Response Times that it agrees upon with hospitals or health care facilities.

c. Response Time Standards for IFT Services. For IFT Services within the Service area, the Agency will deploy a sufficient number of Ambulances for it to meet the monthly Response Times eighty-five percent (85%) system wide.

d. EMS Ambulance Usage for IFT Services.

- i. **EMS Ambulance Reserves.** Nothing herein shall be deemed to prevent Agency from using the EMS Ambulances deployed pursuant to this Permit to perform IFT Services within or outside the Service Area. At the time of a request for IFT Services during daytime hours (0800 - 2000), Agency may not use EMS Ambulances for IFT Services unless it has a minimum of five (5) remaining EMS Ambulances available for EMS Services calls. At the time of a request for IFT Services during nighttime hours (2000 - 0800), Agency may not use EMS Ambulances for IFT Services unless it has a minimum of four (4) remaining EMS Ambulances available for EMS Services calls. Upon implementation of the City Paramedic First Response Upgrade Plan, these minimum levels will be reviewed and may be adjusted upon mutual agreement between Agency and City.
- ii. **Minimum Unit Hours.** Provided that the Agency has deployed a minimum of 1,344 total ALS unit hours for 9-1-1 coverage within the Service Area each week (Monday 0000 through Sunday 2359) for any month in which Response Times are to be evaluated, IFT Services that would be considered late under the response time standards that occur during periods in which Agency is restricted from using EMS Ambulances under paragraph 4(d)(i) immediately above, shall be exempted, provided that Agency requests the exemption and provides appropriate documentation of the circumstances that authorize the exemption. Upon verification, City shall grant the exemption.

- iii. **Minimum Fleet Size.** The Agency will maintain a fleet size of not less than one hundred fifty percent (150%) of peak deployment. All units included in minimum fleet size shall be MICU capable and in working order.

- e. **Liquidated Damages for IFT Services.** Agency understands that the failure to comply with Response Times will result in damages to the City and that it is, and will be, impracticable to determine the actual amount of such damages. Therefore, Agency and City now agree that the Liquidated Damages specified for IFT Services are reasonable. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable Liquidated Damages. All Liquidated Damages shall be late if not received by the City no later than thirty (30) days after written receipt by Agency of notice of Liquidated Damages assessment from City. Any funds collected from the Agency as payment for any Liquidated Damages shall be deposited in the City’s general fund.

Response Time Standard Percentage for Month (System-wide)	Month 1	Consecutive Month 2	Consecutive Month 3
84.9% to 80.0%	\$2,500	\$4,500	\$6,500
Below 79.9%	\$10,000	\$20,000	\$30,000

- f. **Exemptions to Response Time Standards to IFT Services.** The Agency may request in writing, through the Permit Administrator, to exclude any specific response from the compliance calculation for delays due to circumstances beyond the Agency’s reasonable control. Items for exclusion related to a full activation of the Amarillo Emergency Operations Center and or local, state, or federal disaster declarations directly impacting the permitted area may be considered in support of the exclusion request. The permit administrator will present any exclusion request received by the Agency to the Fire Chief or designee for approval. The Fire Chief or designee will have sole discretion based on the information provided to grant or reject the exclusion. Reasons for exclusion may include, but are not necessarily limited to:
 - i. Inclement weather event resulting in major impact for delivery of emergency services or affecting local infrastructure including utilities and may include snow, ice, flooding, tornados, hail and heavy fog.
 - ii. Train delays or unforeseen traffic conditions not related to routine or publicly notified construction projects.

- iii. Any response that both the Fire Chief and Agency agrees good cause for an exception exists.

5) **Standby Services.** The Agency will provide Advanced Life Support personnel for Standby Services and/or Ambulance Standby Services at special events hosted by community service-oriented entities. Effective January 1st, 2022, the Agency is required to provide dedicated ALS ambulance coverage for all paid Standby Services. Response to any Courtesy Standby Services will be required under this permit. Courtesy Standby Services will be included as part of compliance and are outlined in Section 3 (i).

a. **Paid Standby Services.** Special events and mass gatherings in the City's civic center, regional parks, City hall, sports facilities, or any other publicly or privately owned grounds, stadium, arena, or facility. The Agency shall provide the Standby Services at the rates set forth in Exhibit A and in accordance with section 5(c) below.

- i. Hours accumulated by Agency ambulances assigned for Standby Services, not including Courtesy Standby Services for Emergency Incidents in section 5(b), will not be included in Minimum Unit Hours identified in Section 4(d).

b. **Courtesy Standby Services for Emergency Incidents.** Upon request by City police, fire or dispatch personnel, Agency shall furnish courtesy Standby Services at emergency incidents involving a potential danger to City personnel or the general public at no charge to the City. Once dedicated to an incident, the EMS MICU capable Ambulance staffed with ALS personnel shall not be removed from the incident until released by the Incident Commander. EMS Ambulances providing emergency medical standby coverage at an event or incident to which they are dedicated shall be available for responses only at the event or incident.

c. **Response Time Standards for Paid Standby Services.** The Agency will deploy a sufficient number of Ambulances to provide all requested Paid Standby Services when such requests are made seven (7) calendar days in advance. On-time is defined as the arrival time for Standby Services at the pre-scheduled requested time from the customer. If the AECC receives a request for Paid Standby Services, the AECC shall as soon as possible refer the request to Agency.

6) **Liquidated Damages for IFT Services.** Agency understands that the failure to comply with Response Times will result in damages to the City and that it is, and will be, impracticable to determine the actual amount of such damages. Therefore, Agency and City now agree that the Liquidated Damages specified for paid Standby Services are reasonable. For each incident that the Agency agrees to cover and is more than twenty (20) minutes late or no show for paid Standby Services as detailed in Section 5(c), five hundred dollars (\$500.00) in Liquidated Damages shall be assessed. Any funds collected from the Agency as payment for any Liquidated Damages shall be deposited in the City's general fund.

- 7) **Communications and Dispatch.** The parties recognize that it will greatly benefit the system and the public health, safety, and welfare for the parties to cooperate in consolidating their respective call-taking and dispatching operations within the City's communication center (Amarillo Emergency Communications Center/AECC) for Services. As described herein, the City will equip, operate, and staff with its personnel the consolidated communication center (AECC) and Agency shall utilize the AECC as its sole dispatch, radio, and CAD resource for the purpose of 9-1-1 and emergency call-taking and dispatching of all EMS Services within the Service Area, all IFT Services, emergency management or Courtesy Standby Services and Paid Standby Services. Agency agrees the CAD system in use by the City shall be the official record of each call and of all Agency performance. City shall provide remote access to Agency of the City CAD for Agency management oversight of services. The Agency shall not have access to any portion of the City CAD involving law enforcement and/or fire.
- 8) **Location of Base and Substations.** The EMS Ambulances and ALS First Responders, equipment, and crews shall be located at a base station and at substations as may be necessary to provide Services within the Response Times specified herein. The Agency and the Fire Chief and/or designee(s), shall meet quarterly to discuss any changes in locations of the base station or any substations.
- 9) **Medical Director for System.** The City shall retain a medical director ("Medical Director"). The costs of the medical director's services shall be paid fifty percent (50%) by the City and fifty percent (50%) by the Agency for fees associated within the City of Amarillo response district. The City represents and warrants that half of the Medical Director's time will be utilized on behalf of Agency in regards to the permitted area. At the Medical Director's agreement, Agency may use the Medical Director for services outside the Service Area. Any cost associated with any additional use of the Medical Director by the Agency outside of the Permit will be incurred solely by Agency. The Medical Director may not discipline City or Agency personnel. The Medical Director may take appropriate actions for medical-related performance or other matters directly under his/her authority as the licensing physician.
- City or Agency personnel or employees may request a review on actions for medical-related performance or other matters directly under the authority of the Medical Director.
- With consultation from Agency, City shall select a Medical Director with the intent of maintaining existing capacities as well as developing a comprehensive, high-performance pre-hospital EMS system including EMD and utilizing both Agency and Paramedic First Responders.
- 10) **ALS and Paramedic First Responders.** Currently, the EMS system operates with integrated ALS (AEMT) first response. The parties recognize the value of Paramedic first response to the EMS system design and further recognize the clinical importance of Paramedic first response to patient outcomes. The parties shall integrate and upgrade the EMS system through Paramedic first responders provided by the AFD ("Paramedic First Responders"). Except for the Airport District, the achievement of Paramedic First Responders shall not

lessen or lower the Services or Response Times required of Agency but shall be viewed as a life-saving enhancement for the EMS system. Refer to 3(c) for extended Response Times in the Airport District.

11) **Scene and Patient Management.**

- a. The parties shall follow applicable laws, regulations and local protocols regarding scene management. To assure safety of all personnel and the public and to enhance a coordinated response. Agency personnel shall operate within the City's on-scene incident command system and protocols which may vary depending on the nature of the call. Agency personnel shall enter the scene upon arrival except when: (i) an immediate hazard is identified; or (ii) the on-scene law enforcement or Incident Commander advises the scene is not safe for Agency personnel.
- b. Patient care, management and medical control issues shall be as defined and controlled by the medical director. Upon arrival of Agency personnel, any City First Responders already providing patient care shall provide a verbal report to Agency personnel and transfer patient care to Agency as soon as possible.
- c. **On Scene Medical Authority.** The AFD is responsible for overall scene safety and management of all responders and patients. The Agency is included in standard operating procedures within the incident command system and has command responsibilities prior to the arrival of AFD. Once AFD arrives on scene, the command responsibilities for scene safety and management are transferred to the ranking fire officer, who shall function as the Incident Commander. The Incident Commander shall implement the incident command system. The incident command system means the on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy. All resources, including resources of the Agency and its affiliate Agencies, are subject to the direct orders and assignments of the Incident Commander and fire officers in order to affect the timely and orderly mitigation of the emergency.
 - i. All Agency employees operating on an emergency scene will have a clear insignia or patch identifying their Texas DSHS certification level. In times where this is not possible, Agency employees will verbally notify and identify to the officer in charge the highest certified Agency member operating on scene.
 - ii. The scene of an emergency medical incident shall be managed by the AFD in a manner calculated to maximize the life safety of all responders while simultaneously minimizing the risk of death or health impairment to the patient and other persons who may be exposed to risk as a result of the emergency condition.

iii. AFD First Responders shall ordinarily consult with the Agency Paramedic in charge at the scene in determining relevant risk factors.

d. Agency units must respond to all calls for emergency medical assistance and other emergency ambulance requests, as well as to acknowledge their response to the City's dispatcher. On all joint responses, the responder arriving first must begin emergency medical procedures as necessary. In the event an AFD Paramedic arrives on the scene first, the AFD Paramedic will maintain charge of the patient until he/she delivers a verbal report and is able to transfer care to the Agency. Once on scene and patient care is transferred to the Agency, the Agency will be responsible for patient care and transport. The AFD Paramedic may assist with treatment during transport when requested by Agency personnel and is able to do so. In extraordinary situations, the AFD Paramedic may request and be granted permission to continue primary patient care during transportation to the hospital.

12) **National Incident Management System ("NIMS") Compliance.** The Agency commits to ensuring that all employees will have successfully completed the appropriate NIMS training course(s) by January 1, 2022 and that all persons newly employed after that date will successfully complete it within thirty (30) days of completing the New Employee Orientation Program for the Agency's City operations, as follows:

- a. First Responders and Agency field personnel: 100, 200, 700, and 800.
- b. Supervisors and Managers: 100, 200, 300, 400, 700, and 800.

The City's Emergency Management Coordinator may, from time to time, establish additional or different requirements to assure compliance with state and federal law and local emergency plans. Agency shall maintain a record of NIMS compliance and submit reports as requested by either such Coordinator or the Permit Administrator.

13) **Unified Command Participation.** When the AFD, emergency management, or law enforcement officials institute a unified command structure for management of an event or incident, then Agency shall immediately deploy a supervisor or higher-ranked person to the unified command post to fully cooperate and participate in the coordination of the response of EMS Services and resources. In the absence of an Agency supervisor or higher-ranked person at the command post, the Agency personnel and resources shall be under the sole direction and command of the City's Incident Commander, or designee. Agency shall participate in scheduled emergency management exercises and drills at a service level that does not operationally or financially impact the overall EMS system in a material fashion.

14) **Standard of Care.** Each party shall perform its services in accordance with prevailing standards of care in the industry, unless a higher standard is set by the Medical Director. To help assure maintenance of such standards, the parties shall operate a quality improvement program consistent with industry standards.

15) Conduct, Licenses, and Certifications.

- a. While on-duty and when providing Services, Agency shall require its personnel to exhibit professional and courteous conduct and appearance at all times, from field personnel to middle managers to executives.
- b. Agency, its vehicles, and personnel shall comply with all federal, state, and local laws related to licensure and certifications. Agency shall provide written verification or copies of all licenses and certifications not later than three (3) business days after day of request by City. Without limiting the foregoing, all personnel, quick response vehicles and ambulances shall be fully licensed or certified as required by law and comply with all licensing, certification, or other laws.

16) Agency's Obligations and Assurances.

- a. **Ambulance Specifications.** Agency shall provide all ambulances used to provide Services (the "Ambulances"), and each Ambulance shall be licensed and equipped with all supplies and equipment required by state law and shall be maintained in good working order in accordance with Agency's maintenance policies and procedures. All replacement ambulances purchased by Agency shall be able to be approved by the Texas Department of Health's rules regarding certification of ambulances and designed, constructed, and maintained to meet or exceed these standards.
 - i. All EMS Ambulances shall be Type I or Type III and will not exceed the Manufacturers Maximum Gross Vehicle Weight rating with a 2-person crew, plus a full load of equipment and fuel, patient, a family member, and firefighter. All such units shall be configured as consistently as feasible among one another. Further, Agency shall equip each EMS Ambulance with patient- and attendant-restraint and injury protection systems.
 - ii. IFT Ambulances may be Type I or III. IFT Ambulances shall be equipped with patient- and attendant-restraint and injury protection systems.
 - iii. Agency shall ensure that all Ambulances used for the purpose of providing Ambulance Services be maintained to meet or exceed the most recent standards as set out in KKK-F-1822EF, dated July 1st, 2019, or as has been or will be superseded or amended, GSA Federal Specifications, to adequately transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and in first class mechanical condition always. Agency is solely responsible for the operation of all Ambulances within applicable law. Only mechanically sound and serviceable Ambulances will be used. No diesel or gasoline Ambulance shall have cumulative mileage of more than 225,000 miles or be seven (7) years old from the date of chassis

manufacture unless approved by the City ("Mileage Cap"). The City shall not unreasonably withhold recertification of any Ambulance with mileage in excess of the Mileage Cap if Agency has replaced the engine or transmission in the Ambulance. The Fire Chief may grant a one-year operational extension allowing the continued use of any ambulance that exceeds the Mileage Cap outlined in this permit.

1. To apply for this extension, the Agency must provide the make, model, VIN, unit identifier, and mileage for the ambulance.
 2. In addition, the Agency shall provide documentation of the ambulance passing an independent third-party inspection. This inspection shall be performed by a certified EVT holding, at a minimum, a level one ambulance technician certification.
 - a. Upon request, the Agency will provide proof of the inspector's EVT qualifications.
 3. The Fire Chief may appoint a designee to evaluate the ambulance in person before the one-year extension is granted.
 4. Granting of the extension will be at the sole discretion of the Fire Chief.
 5. At the end of the one-year extension, the Agency may reapply for an additional extension for any ambulance still in good working order.
- iv. Any Ambulances added to the system or used to replace existing Ambulances must fully comply with the terms above, regardless of the mileage of the units that are replaced.
- v. Agency must implement a vehicle maintenance program designed to prevent vehicle malfunctions and critical failures and to meet all requirements for service as required by this Permit. Agency must also implement a replacement schedule for all vehicles as required by this Permit within 150 days from the effective date of this Permit. The Agency's vehicle maintenance program and the Agency's replacement schedule must be submitted in writing to the City, and in its sole discretion, the City shall have the right to require Agency to modify the schedule to meet the City's approval.
- vi. A minimum of one bariatric capable ambulance will always be available in Amarillo. This bariatric capable unit will be less than seven (7) years old and have fewer than 225,000 miles.
- b. ALS Mandate for EMS Services.** Agency is mandated to and shall respond to all requests for EMS Services using an ALS or BLS Ambulance, equipment, and personnel. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed or certified as an EMT-P. Each BLS Ambulance shall be staffed with two personnel, both of whom shall be licensed or certified at least as an

EMT-Basic level. The determination of whether an ALS or BLS Ambulance shall be dispatched will be made in accordance with City policies and relayed through the AECC. In the event a BLS unit is authorized outside the safety-net, the BLS Unit will stop the clock for Priority 3 Alpha level calls or lower priority.

- i. Safety-Net Exception to ALS EMS Services.** BLS Ambulances of Type I or Type III (whether ALS or BLS) may respond in the capacity of a first responder to EMS Services calls that otherwise would require an ALS Ambulance ("Safety-Net EMS Services"). BLS Ambulances may transport patients from Safety-Net EMS Services calls only in the cases of:
 1. Large scale multi-casualty incidents to which multiple ALS Ambulances have already responded; or
 2. When an ALS Ambulance is required by the AECC and no ALS Ambulance is available within a reasonable Response Time to transport the patient. If a transport by a BLS ambulance is necessitated because no ALS ambulance is available within a reasonable Response Time, each such call will be deemed a late response for purposes of compliance for the Priority of the call. In the event a BLS ambulance responds under the safety-net clause, an AFD Paramedic or AEMT may be utilized to provide ALS care and transport the patient to the hospital with the BLS ambulance. The parties agree in good faith that a fair market value reimbursement to the City for use of AFD Paramedic under the safety-net clause shall be \$175 per occurrence and \$125 per occurrence for the use of an AEMT. The Amarillo Fire Department will invoice the Agency directly for any resulting reimbursement to the City.
 3. Any ambulance providing EMS Services for the purpose of this permit will be considered BLS if not both MICU capable and staffed with at least one licensed or certified Paramedic.
 4. Agency employees staffing a BLS unit that is operating under the Safety-Net Exception shall notify the on-scene AFD officer immediately upon arrival or when the AFD unit arrives.
- c. Medical/Emergency Supplies/Purchasing.** Agency, at its own expense, shall fully stock each Ambulance with equipment and supplies as required by the state or the Medical Director.
 - i.** Any change in equipment or supplies outside of temporary shortages will be agreed upon by both agencies.

- ii. The Agency will assume financial responsibility for any changes in equipment compatibility resulting in capital purchases required by AFD.
- iii. Medical Director's specifications shall include a stair chair with tracks, a video laryngoscope, and a cardiac monitor defibrillator capable of monitoring 12-leads, Bluetooth transmission (only if local hospital is capable and participating in field transmissions), and measuring ETCO₂, SpO₂, and SPCO, self-powered stretcher loading system and a fully functional, battery powered hydraulic stretcher capable of lifting up to 500 pounds using battery power alone excluding bariatric unit.

Agency shall annually verify its compliance with this section. Within ten (10) business days before or after each annual anniversary date of this Permit, Agency shall submit to the Permit Administrator a complete, accurate, written inventory of the equipment and supplies stocked on each ALS Ambulance. The Permit Administrator may randomly inspect ALS ambulance(s) for equipment and supplies during normal business hours. In addition, the Agency shall supply and then resupply both the ALS (AEMT) and Paramedic First Responders for disposable, consumable and/or billable medical supplies. Replacement of these disposable and billable supplies will also include, but may not be limited to, AED pads and cardiac monitor pads that have been used, damaged or expired during operations, gloves of like kind that the Agency is using used for EMS purposes, glucometers, and "fingertip" pulse oximeters, ANSI Z87.1 rated safety glasses, and trauma shears. To ensure continuity of patient care, the Agency will also provide and assume responsibility of maintenance and replacement of cardiac monitor accessories and cording regardless of which agency owns the cardiac monitor. Replacement of supplies shall be accomplished on-scene if possible or as soon as feasible if not.

- d. **Narcotic reimbursement.** The Agency will reimburse the City for the purchase of narcotics used in support of Paramedic response. The AFD must provide an invoice for reimbursement to be paid by the Agency. Such reimbursement shall not exceed AFD's actual costs.
- e. **Upgrade to Paramedic First Response.** To support the upgrade of Paramedic First Response and to the benefit of the overall system and community, the Agency will provide the support necessary for conversion of AFD frontline trucks to Paramedic First Response/Paramedic Capable First Response.
 - i. **Cardiac monitors.** The Agency will provide up to ten (10) cardiac monitors with related equipment and maintenance support of like make and model of those deployed throughout the system. These monitors will be placed and may only be used to support Paramedic First Response, Paramedic training purposes, and Paramedic capable upgrades. These monitors will remain the property of the Agency and be replaced by the AFD with monitors purchased by the City as funding allows. All Agency owned monitors will be returned

to the Agency at a date no later than five (5) years from the date they were assigned.

- ii. Ancillary equipment.** The Agency will provide ancillary equipment as requested to include IO guns, portable suction units, video laryngoscopes, digital thermometer, and complete intubation rolls to support the conversion of frontline ALS (AEMT) trucks to Paramedic first response. This equipment will only be provided to frontline AFD trucks staffed for conversion to full-time Paramedic first response. This equipment shall remain the property of Agency.
- f. CYANOKIT.** The Agency will provide at least two CYANOKITs per frontline AFD command vehicle and provide replacements upon use or expiration.
- g. AMBUS.** Agency will provide all equipment and supply replacement at the Agency's expense for any usage associated with a response within the coverage area outlined by this permit when other avenues for reimbursement are not available.

17) Quality Control

- a. Customer Satisfaction.** The Amarillo Fire Department Chief or his/her designee shall have the right to access and inspect information contained in the Agency's complaint files or other files or records collected or maintained for the purpose of determining customer satisfaction and/or quality control.
- b. ePCR and QA/QI.** The Agency will utilize the same ePCR software to facilitate a clinical peer review and quality assurance/quality improvement program. AFD will choose the ePCR to be utilized by both parties. When the Agency selects a compatible records management system, the Agency will cover the cost of the additional ePCR module to be used by both the Agency and AFD.
- c. Character and competence of personnel.** All persons employed by the Agency in the performance of work, under this Permit shall be competent and holders of appropriate permits in their respective trades or professions. The City may demand the removal of any person employed by Agency, subject to Agency's sole discretion, who chronically misconducts himself or herself, or is chronically incompetent or negligent in the due and proper performance of their duties. Such person shall not be reassigned by Agency for production of services under this Permit without the written consent of the Fire Chief or his designee and shall be required to document in writing the specific reason, for exercising rights relative to any given employee. That employee shall have an opportunity to defend himself in the presence of Agency's Operations Manager and/or Regional Director, and Medical Director, and the City prior to removal.

d. Operations Manager of Agency. Agency reserves the right to adjust personnel and staffing levels to the extent it deems necessary to provide the service described herein. Notwithstanding the foregoing, the AFD shall have the right to approve any change in Operations Manager. Such approval shall not be unreasonably withheld. Agency will be responsible for all management and personnel issues related to employees hired by Agency. Agency personnel shall, at all times, be employees of Agency and shall be subject to Agency's personnel policies and guidelines, including Agency's Standard Operating Procedures for the service area.

e. Public Relations and Education

i. EMS Week Participation. The Agency shall participate in EMS Week activities.

ii. Community and Public Relations Service Events Required. The Agency shall provide at least 200 personnel hours, or the equivalent in financial support of public relations service events per year (CPR, Stop the Bleed, and other public education activities).

f. Amarillo Emergency Communications Center

i. Acceptance of AECC. Agency represents that it has had the opportunity to inspect the AECC site, technology and communication plans, and operational concept. Agency finds all of such to be adequate and desirable for its purposes of receiving calls, transmitting voice and data information, and dispatching both EMS Services and IFT Services.

ii. Current Radio System. Agency will maintain the radio system, network, and the Federal Communications Commission ("FCC") licensing that it currently owns and uses for EMS communications, being: KZ0462, WPDF562, WPCP849, WPEI228, KMK570 (FCC Regis. No. 0003257S57) and any other relevant frequencies or channels not specifically identified herein. Agency grants permission and consent for AECC employees to access and use such radio network, frequencies, and call signs for emergency and administrative communications. Agency shall remain responsible for compliance with all applicable laws and FCC procedures, including properly submitting documents regarding permission for City's use. Agency shall ensure that the portion of this system that provides coverage and service to Potter and Randall Counties remains fully operational until such time as a suitable replacement is in place and fully functioning. If at any time beyond this point the Agency chooses to deactivate or sell any or all of the system, City shall be given the right of first refusal to negotiate and purchase the FCC licenses and/or equipment.

- iii. Ambulances and Mobile Equipment.** For its Ambulances, Agency will, at its expense, acquire, install, maintain, and use such radios, computers and automatic vehicle locator equipment and software that is specified and required by the AECC for efficient emergency communications for dispatching and coordinated response with other agencies.
- iv. Payment in Support.** As consideration for City assuming the responsibility to properly receive and dispatch EMS Services calls and assuming the responsibility of receiving calls and scheduling IFT Services, Agency agrees to annually pay to City its pro-ratable share of the cost of services provided by City to Agency through the AECC, as a required condition of its Permit. Such amount shall be payable monthly no later than one month after written invoice by the City. Agency agrees to pay \$775,000 to City for the first year of this Permit. For each subsequent year of this Permit, the City and Agency shall negotiate in good faith to reach a mutually agreeable cost for each year, based on and not exceeding the actual costs of services, at least 60 days prior to the anniversary date of this Permit. Failing agreement on future annual costs by that 60th day, the parties agree that Agency shall pay to City \$775,000 plus or minus the change in the Consumer Price Index (according to the most recently published release by the U.S. Bureau of Labor Statistics that is released on or prior to the 60th day prior to the anniversary date). The Agency agrees to a one-time special price increase of up to 5% plus CPI to be instituted January 1st, 2027 at the City's request.
- v. Reallocation of Overhead.** If another entity combines its call-taking and dispatch operations into the AECC, then the shared costs shall be reallocated among City, Agency, and such other entity(ies). If a grant or other third-party funding is received, then an equitable reallocation of costs may be made among some or all participating entities.
- vi. Grant Assurances.** To the extent necessary by the terms of any public or private grant obtained by either City for the AECC or Agency for its EMS Ambulances, for capital or operating costs, each party agrees to reasonably cooperate with the other in complying with any required grant assurances.
- g. Return of ALS First Responders.** Upon the completion of any EMS Services where an ALS First Responder accompanies Agency to the receiving facility on the EMS Ambulance, Agency shall return the ALS First Responder(s) to the ALS First Responder's vehicle or station. Agency may use an Ambulance or supervisor vehicle to return the ALS First Responder. In the event of system overload, Agency may use taxi vouchers or rideshare services for the return of AFD personnel.
- h. Mutual Aid**

- i. Agency shall be actively and cooperatively involved in planning for and responding to any threatened or declared disaster, or a mass casualty in each County within which City of Amarillo exists.
- ii. No later than April 30, 2022, the Agency will establish reasonable and effective written mutual aid agreements with surrounding municipalities, corporations, or other entities, however, any mutual aid providers must provide substantially medically equivalent Services as Agency. These agreements and Agency's records of using these Providers or giving aid to these Providers shall differentiate between disaster aid and aid requested due to system overload. System EMS Ambulances shall not be dispatched on mutual aid responses if doing so would unreasonably compromise the Agency's ability to provide adequate EMS Services within the Service Area. All mutual aid agreements must be submitted to City and Medical Director for approval.
- iii. In the event of a disaster or mass casualty within City or a neighboring jurisdiction is declared, normal operations shall be suspended, and the Agency shall respond in accordance with the City's Emergency Management Plan. Agency shall use best efforts to maintain primary EMS Services within the City and may suspend all non-emergency services (IFT Services, Standby Services, etc.), as required. During the response phase of a declared disaster or mass casualty, the City will not impose Response Times, Response Time Standards, or Liquidated Damages under this Permit.
- iv. Nothing in this Permit prohibits Agency from submitting to appropriate agencies for cost recovery of its reasonable, verifiable, direct marginal costs to provide additional Services during the performance of mutual aid or response to a disaster or mass casualty that are not recoverable from third parties. City will provide reasonable assistance to Agency in such cost recovery efforts; however, City is not responsible for payment of such costs. Such costs do not include those incurred to maintain normal Services levels within the City.
- v. It is the intent of this Permit that the Agency provides Services to the City with its own forces and equipment during normal system operation.
- i. **Most Favored Customer.** The intent of this Permit is to establish the Agency's Amarillo based EMS Ambulances as fully obligated to the service of the City. The City will not object to Agency's request to employ EMS Ambulances designated as Amarillo assets in the performance of other work so long as EMS Services within the City's limits are not impaired.

18) City's Obligations and Assurances.

- a. **Paramedic First Responder Services for EMS Services.** The AFD may provide Paramedic First Responder Services in response to emergency medical services calls when, if, and as, it has available resources as an enhanced service for the community. Nothing in this Subsection shall lessen or lower the Services or Response Times required of Agency.
- b. **Paramedic First Response Upgrade Plan.** The City shall implement and phase in Paramedic First Responder Services in accordance with its plans, budget cycles, and business judgment.
- c. Effective January 1, 2022, Agency shall reimburse the City in the amount of eighty-five thousand dollars (\$85,000) annually (payable in monthly installments) for the addition of a civilian employee to the AFD. The Agency agrees to include the addition of CPI to the agreed sum of eighty-five thousand dollars (\$85,000) on an annual basis beginning on January 1, 2023 and each January 1 thereafter until the termination of this Permit. This Permit Administrator operating within the AFD under Operations and the EMS Program Manager will provide Permit data analysis and Permit management oversight to include maintaining updated response and compliance data, issuing required reports outline in Section 29(c)(ii), supplying to Agency any invoices for supplies/services provided by the AFD listed in this Permit, and providing assessments of Liquidated Damages. City represents and warrants that this reimbursement does not exceed their actual costs, including salary plus benefits, in hiring such employee. This employee's time shall be devoted to oversight and administration of this Permit and the services provided herein. The employee may be assigned some additional AFD and/or EMS system related tasks, if such tasks do not interfere with the permit related responsibilities outlined within this permit.
- d. **Waiver of Franchise Fee and Rental Charge.** During the term of this Permit, the City hereby waives any franchise fee or rental charge as set forth in Amarillo Municipal Code of Ordinances, Section 16-4-25(b) or elsewhere; provided that Agency is current on each payment for the AECC specified above and has timely tendered any Liquidated Damages payments required herein.
- e. **Amarillo Emergency Communications Center.** City will, at its expense, equip, operate, and staff with its personnel the AECC for the purpose of EMS Services and IFT Services call-taking and dispatching within the Service Area. The City will be responsible for providing and maintaining mobile radios, computers, and automatic vehicle locators for its vehicles that are compatible with the equipment and software used in the AECC. The City shall follow Agency system status plans, posting plan management, and protocols for deployment and repositioning of resources.
 - i. **Personnel.** City will, at its expense, employ, train, and supervise all persons necessary to operate the AECC, subject to appropriations in the annual

municipal budget and plan of operations. City shall endeavor to obtain necessary and appropriate national certifications for all personnel working in the AECC.

- ii. **Data Access.** The City shall provide Agency with direct access to the reporting module and the ability to research utilization of system resources. City will also make available space within its AECC for the housing of an Agency server linked to the City Computer Aided Dispatch ("CAD") system for data reporting, electronic patient care, and any and all other data or reports requested by Agency which are directly relevant and necessary for Agency's performance of the Permit as approved by the Fire Chief, including but not limited to information relevant to deployment strategy, utilization adjustments, and other information as needed to improve efficiency of Services.
- iii. **Protocols.** The City shall follow Agency dispatching protocols and system status deployment plans. The City shall participate with Agency in a review of those dispatching protocols and system status deployment plans and their outcomes as needed, but no less than annually. Further, Agency protocol change may not be implemented with less than thirty (30) days prior notice for CAD or infrastructure change in order to allow adequate opportunity for training AECC personnel. If a change requires any software or hardware change, purchase upgrade, reprogramming, license, personnel training, installation of new interfaces, or any other IT or radio shop expense, then Agency must first deposit with City the estimated costs by City for the protocol change. The City has no obligation to proceed with such change until after such deposit is made. Agency recognizes that most City purchases must be procured by a competitive process which lengthens the time required for a protocol of the nature described in this subsection. Nothing in this Section 17(e)(iii) shall be construed as limiting or preventing any authorized supervisor of Agency from shifting resources around the City or other administrative or service messages as needed for Agency's business necessity and to meet Response Times.

19) Billing; Rates; Rate Increases.

- a. **Agency Right to Bill.** Agency shall be solely entitled to perform and be responsible for performing all billing of patients and third-party payers for Services provided hereunder, including any ALS First Responder Services where legally permitted. Agency shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare, and other public or private reimbursement programs. The City shall not bill for any ALS First Responder Services provided during routine operations without mutual agreement of both the Agency and AFD. Exceptions

granting the City the right to bill for services will include, but may not be limited to, the utilization of the AMBUS (Ambulance Bus) and cost recovery for other specialized responses for large-scale incidents outside the scope of normal 9-1-1 response. Payment for indigent patients shall be billed to the designated Manager or Administrator of the Amarillo Hospital District (Administrator) as that Administrator may be changed from time to time. Agency shall not bill the City, Amarillo Hospital District, or any of the County members of the Amarillo Hospital District directly. Currently, the Administrator is Northwest Texas Healthcare System.

- b. Rates.** Agency shall further comply with the rate requirements set forth by the City in Exhibit A (Rates). Agency shall only charge the Rates set forth in Exhibit A. Further, Agency shall not discount its rates or collect amounts less than the Rates set forth in Exhibit A (except where required by law, e.g., Medicare or Medicaid, Agency payment plans, or where a patient meets Agency's compassionate care policy). Notwithstanding any other provision of this Permit, this Permit requires the Agency to respond at the ALS level to all calls for EMS Services excluding priority 3 alpha level calls. The Agency shall bill the ALS rate for EMS Services except: (i) where prohibited by law, e.g., Medicare or Medicaid; (ii) where a BLS ambulance responds to a Priority 3 Alpha level call as outlined in Section 15 (b); and (iii) where a BLS Ambulance provides Safety-Net EMS Services.

c. Rate Increases.

- i. Regular and Ordinary Increase.** On an annual basis beginning on January 1, 2023 and each January 1 thereafter until the termination of this Permit, the Agency shall be entitled to increase the Rates in Exhibit A by the Consumer Price Index ("CPI") not to exceed five percent (5%). The Agency shall be entitled to increase the rates in Exhibit A using the Department of Labor, Bureau of Labor Statistics CPI for Amarillo, Texas- All Urban Consumers. To ensure the rate increase is in place on each January 1st, Agency will use the CPI for the previous twelve (12) month period for which published figures are then available. Agency shall provide the City with its calculation and the new rates thirty (30) days prior to each January 1st.
- ii. Extraordinary Rate Increase.** The City may approve an extraordinary mid-year increase to the Rates in Exhibit A if determined to be reasonable for any of the following reasons:
- 1.** The Agency demonstrates actual or reasonably projected, substantial financial hardship as a result of factors beyond its reasonable control, provided that the City will have the right to review and/or audit any

books, medical billing accounts, medical records, productivity reports, or financial records of the Agency as it deems necessary to verify such hardship; or

2. Changes in governmental third-party payer programs that result in a significant reduction in revenues for Services rendered; but
3. The assessment or payment of Liquidated Damages or other City fees outlined in this Permit shall not be considered factors for any Extraordinary Rate Increase.

iii. Special Rate Increase. In addition to all other Rate increases, Agency shall be entitled to automatically take a one-time Special Rate Increase on January 1, 2027 of three and half percent (3.5%) to the then current Rates.

d. Rate Regulations. The Agency recognizes that public need and safety require the City to regulate providers and rates that providers charge within the Service Area. Regulation of providers and Rates is essential to quality Services, financial stability of the system, and availability of Services within the Service Area. The City shall enforce the Rates set forth in Exhibit A. The City shall pass any regulation or resolution as it deems necessary to effectuate this provision

20) Insurance.

- a. Agency shall provide, at their own its expense, the following insurance coverage for its vehicles and employees:
 - i. Comprehensive general and automobile liability coverage with limits no less than two million dollars (\$2,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate.
 - ii. Medical professional liability coverage with limits no less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate. Such policy being "occurrence" basis malpractice policy. If such policy is not possible, then Agency shall purchase coverage on claims made basis, upon the condition that the coverage be effective for claims made up to four (4) years following the termination of this Permit and any renewal term.
 - iii. Worker's compensation in the statutory required amounts.

- b. City shall provide proof of self-insurance for its vehicles and employees for general, automobile, and worker's compensation insurance. City shall provide at its expense medical professional liability insurance for its personnel providing ALS patient care and/or personnel assigned for clinical experience or educational purposes.
- c. Any insurance policy issued pursuant to this Section must be written by companies licensed to do business in the State of Texas, and it must be presented annually.
- d. To the extent allowed by law, each party shall name the other as additional insured in the general and automobile liability insurance policies.
- e. All insurance policies must contain a provision that the policy shall not be canceled, expired, or otherwise terminated until after at least thirty (30) days written notice to that effect is given to the other party.
- f. All insurance policies shall be in form and content satisfactory to the parties and should be submitted to each party at or near the time of execution of this Permit.

21) Indemnification.

- a. Agency accepts responsibility for and covenants to hold City harmless and to defend from claims, suits, damages of every kind, attorney fees, costs, and interest that arise out of or relate to acts and omissions of Agency's employees, directors, officers, agents, and successors (which the parties agree does not include City or its officers, employees, agents or affiliates) for: (i) physical condition, maintenance, and operation of vehicles, equipment, supplies, and medications; (ii) assessment, treatment, transportation, or lack thereof, of patients; and, (iii) employment-related claims such as workers compensation, discrimination, harassment, unemployment compensation, income taxes, health insurance, and the like for employees and officers of Agency.
- b. To the extent allowed by law, City accepts responsibility for and covenants to hold Agency harmless and to defend from claims, suits, damages of every kind, attorney fees, costs and interest that arise out of or relate to acts and omissions of City's employees, officers, agents, and successors (which the parties agree does not include Agency or its employees, agents, officers, or affiliates) for: (i) physical condition, maintenance, and operation of the AECC and its equipment; (ii) physical condition, maintenance, and operation of its First Responder vehicles and equipment; (iii) collection or omission of information from callers, assessment of needs and prioritization of calls, and selection of units to respond; (iv) assessment, treatment, transportation, or lack thereof, of patients; and, (v) employment-related claims such as civil service, workers compensation, discrimination, harassment, unemployment

compensation, income taxes, health insurance, and the like for employees, officers, and agents of City.

- c. The provisions of this Permit are solely for the benefit of Agency and City, not for any third party. Nothing in this Permit shall be construed as accepting or creating any liability toward a third party where such does not otherwise exist under the facts and applicable law. Nothing in this Permit is a waiver of any defense, affirmative defense, immunity, counterclaim, or cross claim that either party may now or later have the right to assert in any specific claim, suit, or dispute brought by a third party against either or both parties. City and its officials and employees specifically do not waive sovereign and/or governmental or official immunity by issuing the Permit. Designation of venue, choice of law, and similar provisions shall not be construed as a waiver of the above-mentioned immunities.

22) Material Breach by City. For purposes of this Section, chronic failure shall mean a recurring breach that the parties cannot obtain informal resolution or cure, compelling one or the other to issue more than two (2) written notices for the same failure or violation within the same calendar year. The Agency may declare City in Material Breach of the Permit for any of the following reasons:

- a. Chronic failure of City to operate the AECC in a manner which enables City and Agency to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations, which causes material prejudice to Agency;
- b. Chronic failure of City to operate the AECC to the applicable standard of care which causes material prejudice to Agency; or
- c. Chronic failure of City to maintain the AECC equipment and software including the CAD, in accordance with good maintenance practices or to replace equipment in accordance with industry standards which causes material prejudice to Agency.

23) Termination by Agency for Material Breach. Agency may terminate this Permit in the event of any Material Breach by City of this Permit as defined in this Section. As a condition precedent to termination by Agency, Agency shall provide City with no less than one hundred fifty (150) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event City shall have cured the Material Breach within such one hundred fifty (150) days period, or such longer period as may be specified in the Breach Notice, this Permit shall remain in full force and effect. In the event Agency reasonably deems City to remain in Material Breach as of the end of the notice period specified in the Breach Notice, Agency shall provide City with a notice of termination ("Termination Notice"), setting forth the specific reasons Agency believes City remains in Material Breach and the effective date of termination ("Termination Date"), which shall be not less than ninety (90) days from the date of the Termination Notice. During the period that

the City remains in Material Breach after the Breach Notice, Liquidated Damages for Agency shall be suspended.

24) Material Breach by Agency. For purposes of this Section, chronic failure shall mean a recurring breach that the parties cannot obtain informal resolution or cure, compelling one or the other to issue more than two written notices for the same failure or violation within the same calendar year. The City may declare Agency in Material Breach of the Permit for the following reasons:

- a. Any failure of performance required in the Permit and which is determined by the City to constitute a substantial and imminent threat to the general public health and safety by the City Commission;
- b. Failure to meet the Response Time Standard for Priority 1 EMS Services in the same Zone for three (3) consecutive months or any four (4) months during a rolling 12-month period of the Permit;
- c. Failure to meet the Response Time Standard for Priority 2 EMS Services in the same Zone for three (3) consecutive months or any four (4) months during a rolling 12-month period of the Permit;
- d. Failure to meet the Response Time Standard for Priority I EMS Services system-wide for three) consecutive months or four (4) months during a rolling 12-month period of the Permit;
- e. Failure to meet the Response Time Standard for Priority 2 EMS Services system-wide for three (3) consecutive months or four (4) months during a rolling 12-month period of the Permit;
- f. Two (2) minor breaches in IFT Response Time Standards in any twelve-month period. A minor breach for IFT Response Time Standards shall be defined as the failure to meet the eighty-five (85%) Response Time Standard within the Service Area system-wide for three (3) consecutive months or four (4) months within any consecutive six (6) month periods;
- g. Any Failure of Agency to operate the ambulance service system in a manner which enables City and Agency to remain in substantial compliance with the requirements of applicable federal and state laws, rules and regulations;
- h. Intentionally, or with a pattern of, supplying false or misleading information or supplying information so incomplete as to effectively mislead;
- i. Failure by Agency to cooperate with and assist City in its takeover of Agency's operations after a Material Breach has been declared by City, as provided for herein,

even if it is later determined that such breach never occurred or that the cause of such breach was beyond Agency's reasonable control;

- j. Chronic and/or excessive reliance on mutual aid to provide normal Services may, at the discretion of the City, be considered a breach and subject to all remedies available to City;
- k. Failure to cure a breach after written notice from the City and reasonable opportunity to cure;
- l. Failure of Agency to meet medical standards required in this Permit as determined by the Medical Director;
- m. Failure of Agency to take immediate corrective action or discipline Agency employees found involved in misdemeanors, felonious crimes, or acts of moral turpitude as determined by the sole reasonable discretion of the City Manager or his/her designee;
- n. Failure to submit financial statements for Agency's operations within the City prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions of this Permit or as directed upon reasonable notice by the City;
- o. The Agency allows their vehicles or equipment to become damaged, deteriorated, or unclean to the extent that it is in the reasonable judgment of the City, unfit for public use and does not correct the condition within thirty (30) days from written notice from the City or,
- p. Repeated failure of Agency to submit reports and information under the terms and conditions outlined in this Permit. Repeated failure will be defined as more than three occurrences in any given quarter or exceeding seven occurrences in any calendar year.

25) Termination by City for Material Breach. City may terminate this Permit in the event of any Material Breach by Agency as defined herein. Except for a Material Breach under Section 23 (a) as a condition precedent to termination by City, City shall provide Agency with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event Agency shall have cured the Material Breach within such thirty (30) days period, or such longer period as may be specified in the Breach Notice, this permit shall remain in full force and effect. In the event City reasonably deems Agency to remain in Material Breach as of the end of the notice period specified in the Breach Notice, City shall provide Agency with a notice of termination ("Termination Notice"), setting forth the specific reasons City believes Agency remains Maternal Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty

(30) days from the date of the Termination Notice for a Material Breach under Section 23 (a), the City and Agency shall immediately meet and confer. The City may terminate the Permit after the meeting with seventy-two (72) hours or such later time as the City may determine.

- 26) **Cooperation After Termination.** In the event of termination by either party for any reason, or of expiration of this Permit, Agency shall cooperate with City and with the successor provider to help assure a smooth transition.

27) **Continuous Service Delivery; Takeover of Agency Ambulances.**

- a. **Continuous Service Delivery.** In the event of Material Breach by Agency and termination of the Permit by the City, Agency will use its best efforts to assure continuous delivery of Services required under this Permit regardless of the underlying cause or consequence of such Material Breach. Agency recognizes that there is a public health and safety obligation that requires that the City provide uninterrupted Service delivery in the event of Material Breach, even if Agency disagrees with the determination of the Material Breach. Assuring continuation of Services may require the City to deliver the Services. Agency does not waive any right to litigate the determination of Material Breach, but Agency will not delay the transition of Services to the City.
- b. **Takeover of Agency Ambulances.** Agency agrees that if the City terminates this Permit due to Agency's Material Breach, the City will have the right to execute an emergency takeover of Agency's Ambulances and on-board equipment and supplies on the date of the Permit termination. Agency will be required to cooperate fully with such takeover and will challenge or appeal the matter only after such takeover has been completed. This cooperation will include allowing the City to directly operate Agency's Ambulances (including on-board equipment and supplies) under a standby lease at fair market value for a period of up to twelve (12) months following the termination of the Permit in the form attached as Exhibit C. Agency further agrees to make available to the City all means to contact its employees working in Agency's City operations so that they may be retained on an emergency basis by the City for operation of the Ambulances. The Agency represents and warrants that it has the authority and ability to lease Agency's Ambulances to City without prior approval of any other entity, creditor, or lender.

- 28) **Performance Security.** Agency shall obtain total performance security ("Performance Security") in the amount of one million five hundred thousand dollars (\$1,500,000) to secure its performance hereunder. Such Performance Security shall be in the form of: (i) an irrevocable letter of credit in the amount of seven hundred and fifty thousand dollars (\$750,000) acceptable to the City and issued by a licensed bank; and (ii) a performance bond in the amount of seven hundred and fifty thousand dollars (\$750,000) acceptable to the City and issued by a licensed surety. The following shall be the conditions precedent before the

City may draw on the Performance Security: (i) the City declares Agency in Material Breach; (ii) the Agency fails to cure the Material Breach as set forth above; and (iii) the City terminates the Permit.

29) Agency Termination For Economic Hardship. Agency may terminate this Permit with a minimum of one hundred eighty (180) days written notice to the City where Agency has sustained economic hardship that cannot be mitigated through subsidy by the City or through other Rate increases. It shall be deemed an economic hardship for Agency in the event the City issues an ambulance service permit to a new provider that is not currently providing services within the Service Areas as of the date of issuance of this Permit. However, the parties agree that assessment or payment of Liquidated Damages or any other City fees contained in this Permit shall not constitute "economic hardship" for the Agency.

30) Miscellaneous Terms and Conditions.

a. Relationship with City. The City Manager shall assign a Permit Administrator within the AFD under AFD Operations and the EMS Program Manager to serve as a liaison between the City and Agency, and to monitor the Permit on behalf of the City. It is expressly understood and agreed by and between City and Agency, that Agency is an independent Agency in its relationship to the City, and that nothing contained herein shall at any time or in any manner be construed as an agreement of partnership or joint venture or render any party hereto the employer or master of any other party and/or its employees, agents or representatives.

b. Audits and Inspections.

- i.** City's authorized employee, representative, or agent may at any time and without notification, directly observe any and all aspects of the Agency's maintenance facility and operations, Ambulance stations/posts and vehicle and medical operations.
- ii.** With twenty-four (24) hours advance notice by City, Agency's records directly related to the Services provided shall be made available to the City to substantiate Agency's performance of and compliance with the Permit and shall be open to inspection and subject to audit and/or reproduction (at City's costs) by the City's authorized employee, representative or agent as necessary to adequately allow evaluation and verification during the term of the Permit, any renewal period, and for three (3) years after termination or expiration or nonrenewal of the Permit.
- iii.** With commercially reasonable advance written notice by City and in accordance with HIPAA, the Medical Director or designee(s) may inspect any and all aspects of Ambulance operations and maintenance, including

riding as an observer on any ambulance at any time, provided that such rider shall at all times conduct her/himself professionally, not interfere with duties of Agency personnel, and be respectful of all persons.

- iv. In accordance with all laws regarding patient confidentiality and to ensure that the City and Medical Director can conduct thorough quality improvement activities, the Agency is required to provide the Medical Director with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number and signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign) and sufficient information to appropriately document medical necessity. All electronically captured patient data that can be printed out, including but not limited to, EKG, pulse oximetry, capnography measurements of intubated patients, non-invasive blood pressure measurements, and drugs administered, and administration times shall be included in the electronic dataset.
- v. **Financial Statements.** Within one hundred twenty (120) days after the close of the Agency's fiscal year, Agency agrees to provide to the City Manager or his/her designee annual financial statements.
- vi. **Quarterly Financial Statements.** Quarterly income statements for the Agency's operation under this Permit shall be provided to the City within ninety (90) days of the end of each calendar quarter. The income statements shall be in a format approved by the City. These financial statements shall include the Agency's Amarillo operation, including all transports, public education activities, and event standbys by service type. The financial statements shall include reports of monthly and yearly to date payor mix, cash income and accounts receivable status. Subject to redaction of Agency's confidential and proprietary information, it is understood that the City may make these financial statements available to other parties as deemed appropriate.
- vii. **Document Review.** The Amarillo City Manager or his designee shall have the right to access and inspect the books and records of Agency's Amarillo operations with notice of no less than forty-eight (48) hours. The Amarillo City Manager or his designee shall have the right to access and inspect any other books and records of the Agency or entity or any other entity associated with or substantially involved in a business relationship with Agency. Agency agrees this right will extend for three (3) years after Permit termination. The right to access will be during normal working hours and with reasonable notice to Agency. Agency agrees to make all documents and records available in PDF format to comply with Texas Government Code Section 2252.907

c. Reports and Other Notices

i. Reports the Agency Provides the City.

- 1. Key Performance Indicator Daily Report.** The Agency will prepare and supply a daily Key Performance Indicator (KPI) report to the Permit Administrator and others designated by the Fire Chief no later than 1500 hours each day. The format of this report is subject to the City's approval. The report may be delivered by electronic means. The report shall provide the following information for the previous day and cumulative performance to date for the current calendar month.
 - a.** Number of transports for the prior 24-hour period running from 0000 hours to 2359 hours.
 - b.** Both the ALS and BLS unit hours planned for the prior 24-hour period running from 0000 hours to 2359 hours.
 - c.** Both the ALS and BLS unit hours actually staffed for the prior 24-hour period running from 0000 hours to 2359 hours.
 - d.** Sentinel events (customer service complaints, compensable injuries, occurrence of any event for which immediate Medical Director notification is required, etc.) and the CAD incident and call numbers if associated with a response for the prior 24-hour period running from 0000 hours to 2359 hours.
 - e.** Critical vehicle failures for the prior 24-hour period running from 0000 hours to 2359 hours.

ii. Reports the City provides the Agency.

- 1. Daily Status-zero Report.** Daily status-zero total for the prior 24-hour period, running from 0000 hours to 2359 hours.
- 2. Weekly Compliance Report.** The Permit Administrator will prepare and supply a weekly Compliance Report to the Agency designee no later than 1500 hours each Wednesday of normal operation. The report will be provided in good faith, and when the City is unable to do so for circumstances such as holidays, employee leave, or other circumstances, the report will be provided by the first working

business day, or as soon as possible. The report will contain the following information.

- a. Number of requests for service by Priority for the prior week running from Monday at 0000 hours to Sunday at 2359 hours.
- b. Response Time compliance by Priority for each designated Zone for the prior week running from Monday at 0000 hours to Sunday at 2359 hours.
- c. A list of all responses that exceeded the maximum allowable response time for the prior week running Monday at 0000 hours to Sunday at 2359 hours.

d. Training.

- i. Agency shall make available a single training unit ("Training Unit") upon request of any City First Responder within the Service Area to assure that EMT-B, EMT-I, and EMT-P providers have an opportunity to gain meaningful experience in the busier environment of Agency's operations in the Service Area. The Training Unit will be available at reasonable times consistent with Agency's system status plan.
- ii. Agency shall provide required in-service or continuing training regarding EMT-B, EMT-I, and EMT-P requirements for City personnel without cost, when requested, provided that those trainings occur at the times that Agency offers its personnel those trainings. Such training shall not include any certification or re-certification classes or cards. In the event such training is provided for certification or re-certification, services will be provided at the Agency's actual cost.
- iii. All Agency employees operating in the Amarillo Area shall attend the annual AFD EMS drill at Agency's expense.
- iv. Upon request, Agency will provide Agency training records within three (3) business days to City Manager or Permit Administrator.

e. Mobile Classroom.

- i. The Agency will, in good faith, participate when possible for delivery of like training to both agencies utilizing the AFD's Mobile Classroom under the guidance of the shared medical director.

- ii. The mobile classroom must be staffed by at least one member of the AFD while in use.
 - iii. The Agency will provide to the City a sum of five thousand dollars (\$5,000.00) annually which represents fair market value, in support of maintenance and equipment replacement or enhancement for the mobile classroom.
 - iv. Upon the expiration of this Permit or in the event the Permit is terminated, the City will retain ownership of the Mobile Classroom and any equipment or supplies assigned to it.
- f. **Cadaver Lab.** The Agency will participate in the annual cadaver lab under the guidance of the shared medical director. The Agency will cover all Agency's employee-related expenses to include travel, fees, and the cost of any additional cadavers.
- g. **Assignment of Permit.** Agency shall not assign this Permit or any rights or responsibilities hereto in whole or in part to any person, firm, or corporation, excluding any authorized first right of refusal for paid BLS Standby Services, without prior written consent of the City.
- h. **Equal Opportunity.** Each party shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, or age. Each party shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeships. Each party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth their policies of non-discrimination.
- i. **Notice.** Any notice required or permitted by this Permit shall be in writing and shall be delivered as follows: by certified or registered mail, return receipt requested, or upon verification of receipt. Notice shall be sent to the following addresses:

TO CITY:

City of Amarillo
601 S. Buchanan
Amarillo, Texas 79101-1971
Attention: City Manager

With Mandatory Copy to:

City Attorney
City of Amarillo
601 S. Buchanan
Amarillo, Texas 79101-1971
Attention: City Attorney

TO AGENCY:

American Medical Response
Ambulance Service, Inc.
3408 Airway Blvd.
Amarillo, Texas 79118
Attention: General Manager

With Mandatory Copy to:

American Medical Response, Inc.
6363 S. Fiddlers Green Cir., Suite 1400
Greenwood Village, CO 80111
Attention: Legal Department

- j. Governing Law and Venue. This Permit is entered into and is to be performed in the State of Texas. Both parties agree that the laws of the State of Texas shall govern the rights, obligations, duties, and liabilities of the parties to this Permit and shall govern the Permit's interpretation. It is expressly agreed and understood by the parties to this Permit that venue for any disputes arising out of the rights or obligations contained in this Permit shall lie in Potter County, Texas.
- k. Record Retention and Inspection. Each party agrees to retain all records of every type (such as but limited to: invoices, receipts, contracts, vouchers, ledgers, memos, letters, logs, etc.- whether electronic or hardcopy) that evidence its costs, expenditures, or performance of obligations required by this Permit or to be shared per the terms of this Permit. Such records shall be retained for not less than fiscal year in which the record is created plus three (3) fiscal years thereafter. Each party or its agents shall have the right to review, obtain copies, and audit any or all such records at the other party's offices during normal business hours. Each party agrees that the charge to the other for copies shall be no more than the maximum charges allowed by the Texas Public Information Act. This section does not prohibit any automated or real-time sharing of electronic information as the parties may mutually agree to establish

I. Confidentiality and Sharing of Information. The parties covenant as follows:

- i. Generally.** All parties recognize that City, and any other participating public entity, is subject to the Texas Public Information Act and the interpretative rulings of the courts and Texas Attorney General (collectively hereafter, "the Act"). By virtue of this Permit or participating in the Center, Agency and any other participating private entity may thereby subject itself to disclosure of some aspects of its information pursuant to the Act. Agency and any other private participant agree to promptly and fully cooperate with City or other public entity in: (i) producing what is public information under the Act, (ii) withholding what is not public information under the Act, and (iii) seeking an attorney general ruling in uncertain or contestable cases.
- ii. Individually Identifiable Medical Information.** Each participating entity is responsible for its employees and agents complying with applicable federal and state laws prescribing confidentiality of individually identifiable patient medical information. Each participating entity will give reasonable and necessary cooperation to other entities as to safekeeping and confidentiality of individually identifiable medical information that is possessed, acquired, or accessible by any party's employees, officers, agents, assigns and successors through the AECC or otherwise by operating under this Permit. Nonetheless, subject to the foregoing and any separate confidentiality agreements or permissions, the parties hereby agree to share information with one another for their respective official business, administrative, financial, research, and law enforcement purposes.
- m. Compliance with Laws.** If any paragraph, sentence, phrase or word of this Permit requires a lesser standard than is required under Chapter 773 of the Texas Health & Safety Code and the rules and regulations promulgated there under, or as such statute, rules, and regulations are amended during the life of this Permit, then the provisions of said statute, rules and regulations shall be deemed the minimum standard required by Agency. The parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-Kickback statute. Agency has made available to the City a copy of its Code of Conduct, Anti-Kickback policies and other compliance policies, as may be changed from time-to-time, at Agency's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. Agency warrants that its personnel shall comply with Agency's compliance policies, including training related to the Anti-Kickback Statute. The City warrants and represents that the payments made by Agency to City shall be less than or equal to the City's actual costs to provide those services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. Each Agency represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been

convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Permit unless the excluded party immediately discontinues ordering or providing Services hereunder. It is not the intent of either party that any remuneration, benefit, or privilege provided for under the Permit shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Permit. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

- n. **Entire Agreement.** The parties to this Permit agree that they have read all provisions of this Permit. Said Permit is the complete and exclusive statements of the terms agreed upon, superseding all prior permits, agreements or statements, either written or oral. No modification, amendment, or addition to this Permit is valid unless in writing and signed by all parties.
- o. **Severability.** If any of the provisions of this Permit is held by a court of competent jurisdiction to be invalid or unenforceable, such court holding shall not invalidate or affect the validity and enforceability of the remaining provisions, and such provisions shall remain in full force and effect.
- p. **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations under this Permit if, while, and to the extent such default or delay is caused by acts of God, acts of domestic or foreign terrorism, fires, floods, riots, sabotage, strikes, or any other cause beyond the reasonable control of such party. Force majeure does not include economic or market conditions that affect a party's cost but not its ability to perform. The party invoking force majeure shall give prompt, timely, and adequate notice to the other party by facsimile transmission or by telephone, confirmed promptly thereafter in writing and shall use due diligence to remedy the event of force majeure as soon as reasonably possible. In the event of default or delay in Permit performance due to any of the foregoing causes, then the time for completion of the service(s) will be extended by a mutually agreeable period of time deemed reasonably necessary to overcome the effect of such failure to perform.

IN WITNESS WHEREOF, the parties hereto execute this Ambulance Permit, which shall be effective on the date of the last signature.

AMERICAN AMBULANCE RESPONSE
AMBULANCE SERVICE, INC. D/B/A
AMERICAN MEDICAL RESPONSE

BY: _____
TITLE: _____
DATE: _____

CITY OF AMARILLO

BY: _____
TITLE: _____
DATE: _____

ATTEST:

Stephanie Coggins

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **AMERICAN AMBULANCE RESPONSE AMBULANCE SERVICE, INC.**, a duly authorized corporation doing business as **AMERICAN MEDICAL RESPONSE** and as _____ thereof, and has authority to sign such Permit for the purposes and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public In and For
The State of _____

My Commission Expires

STATE OF TEXAS §
COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JARED MILLER**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF AMARILLO, TEXAS**, a municipal corporation of Potter County, Texas, and as the City Manager thereof, and has authority to sign such Permit for the purposes and consideration therein and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

Notary Public In and For
The State of _____

My Commission Expires

Exhibit A
Rate Regulations

A. Rates for EMS Receiving Hospitals (including EMS Services and IFT Services)

Rates for Hospitals that receive EMS patients shall be the then current and prevailing Medicare Fee Schedule rates. Medicare typically changes the rates January 1st of each year.

B. Rates for All Other Payers That Are Not EMS Receiving Hospitals (including EMS Services, Standby services and IFT Services)

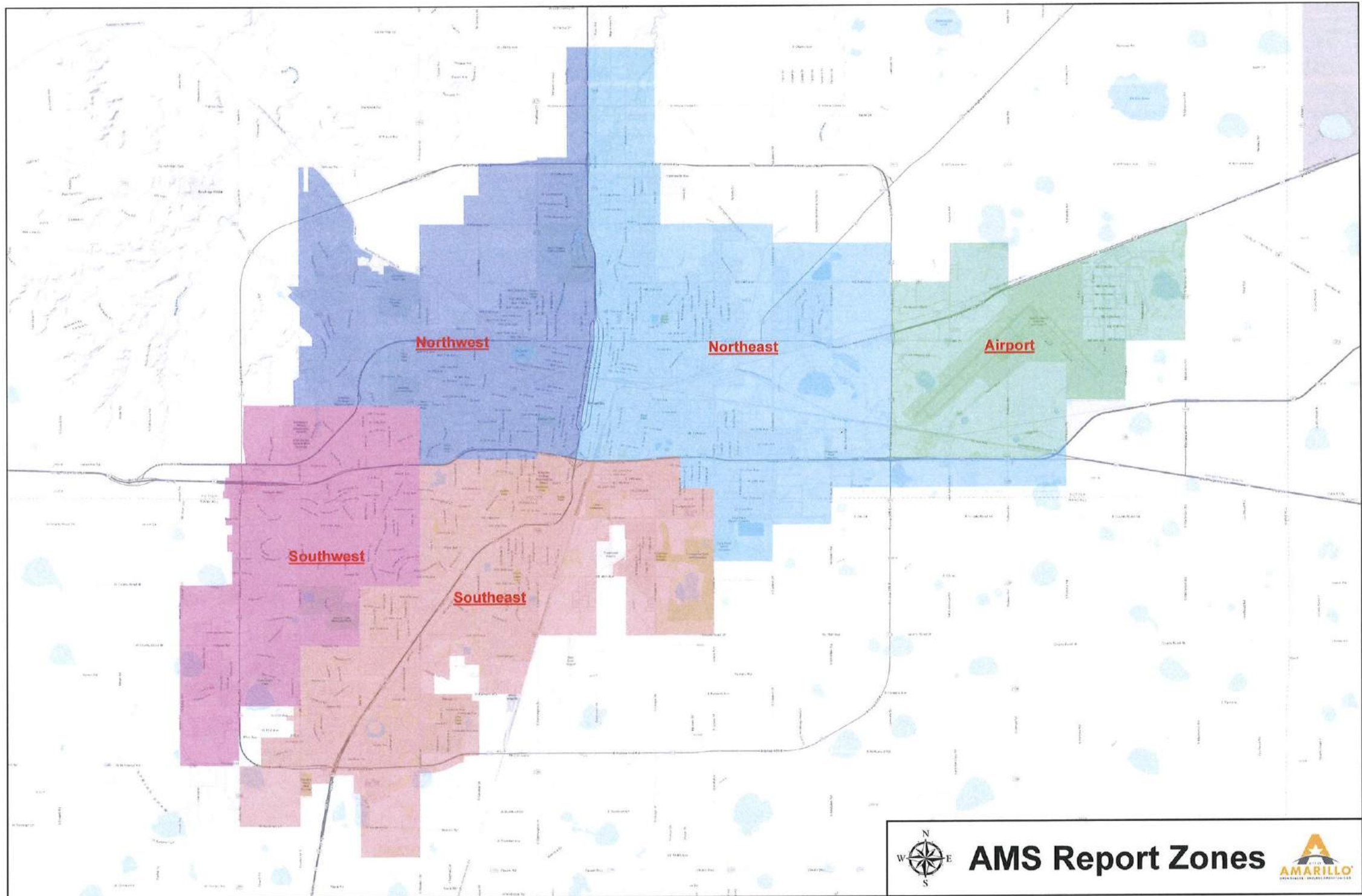
General Description	Current Base Rates*	
ALS NON-EMERGENT BASE RATE	\$	1,461.01
ALS EMERGENCY BASE RATE	\$	1,461.01
ALS LEVEL 2	\$	1,461.01
SCT BASE RATE	\$	1,535.23
ALS BASE IMMEDIATE		
ALS EMERGENCY NO SPECIAL SVC	\$	1,461.01
ALS FROM ER	\$	1,461.01
ALS EMERGENCY MANDATED	\$	1,461.01
BLS NON-EMERGENT BASE RATE	\$	974.02
BLS BASE RATE	\$	974.02
BLS FROM ER	\$	974.02
TREAT AND RELEASE	\$	415.67
BLS BASE IMMEDIATE		
BLS RETURN TRIP	\$	974.02
NEONATAL NON-EMERGENCY BASE	\$	1,182.54
NEONATAL EMERGENCY BASE	\$	1,182.54
MILEAGE	\$	17.48
NON-COVERED EXCESS MILEAGE	\$	17.48
MILEAGE RETURN	\$	17.48

***Additional Line-Item Rate charges currently being billed by the current provider will be continued as well as set forth below:**

General Description	Line-Item Charges	
OXYGEN	\$	50.32
NASAL AIRWAY	\$	3.35
ORAL AIRWAY	\$	3.35
IO SUPPLIES	\$	273.29
OB SUPPLIES	\$	78.80
EXTREMITY SPLINTING	\$	15.17
SUCTION SUPPLIES	\$	60.99

BLOOD DRAW SUPPLIES	\$	9.81
BURN SHEET SUPPLIES	\$	48.47
BULB SYRINGE	\$	1.81
BAG VALVE MASK DISP UNIT	\$	155.98
CARDIAC PACING SUPPLIES	\$	273.29
CERVICAL COLLAR	\$	43.02
PETROLATUM GAUZE	\$	43.02
KERLIX ROLL	\$	3.05
MULTI TRAUMA DRESSING	\$	15.17
SOFT RESTRAINTS	\$	4.00
TRIANGULAR BANDAGE	\$	4.25
MINOR DRESSING BLS	\$	2.11
HOT/COLD PACK BLS	\$	1.22
ACTIVATED CHARCOAL	\$	30.89
ADENOSINE	\$	234.63
ALBUTEROL	\$	12.12
AMIODARONE	\$	273.29
ASPIRIN	\$	4.00
ATROPINE	\$	126.66
BRETYLIUM 500MG PLS	\$	254.62
DIPHENHYDRAMINE	\$	13.33
DOPAMINE	\$	335.95
EPINEPHRINE 1 1000 MDV 30ML	\$	105.32
EPINEPHRINE 1 10000 PLS	\$	55.99
EPINEPHRINE 1 1000 AMP	\$	13.33
GLUCAGON	\$	341.29
INSTA-GLUCOSE	\$	15.17
SYRUP OF IPECAC	\$	19.99
LIDOCAINE DRIP	\$	307.94
LIDOCAINE PLS	\$	142.65
MAGNESIUM SULFATE	\$	59.66
MORPHINE	\$	60.99
NARCAN	\$	75.99
NITROGLYCERIN OINTMENT	\$	13.33
NORMAL SALINE	\$	72.00
PROCAINAMIDE	\$	313.28
PROMETHAZINE	\$	21.33
SODIUM BICARBONATE	\$	121.33
SODIUM BICARBONATE	\$	163.99
VERAPAMIL 5MG PLS	\$	107.99
VERSED	\$	111.98
DEXTROSE 50% 50ML	\$	149.32
RACEMIC EPI/VAPONEFRIN	\$	110.66

ALCAINE EYE DROPS	\$	146.65
D5W 25NACL-500CC	\$	233.30
D5W-500CC	\$	162.65
PROPOFOL	\$	9.34
IPRATROPIUM	\$	2.46
VASOPRESSIN	\$	3.02
ETOMIDATE 40MG/20ML	\$	306.62
CARDIZEM LYO-JECT	\$	197.30
AMMONIA INHALENT	\$	2.11
EPI-PEN 1ML	\$	188.45
TERBUTALINE 1MG/ML	\$	28.99
DOBUTAMINE	\$	167.97
CALCIUM CHLORIDE 10% PFS	\$	110.66
DEMEROL 100MG 1ML AMP	\$	10.67
DEXAMETHASONE SOD PHOS 4MG/ML	\$	3.02
DIAZEPAM	\$	87.99
FUROSEMIDE 20MG	\$	10.67
NITRO TABS	\$	4.00
OXYTOCIN 10U/ML 1ML (PITOCIN)	\$	65.32
SOLU-MEDROL 125MG ACT-O-VIAL	\$	129.31
THIAMINE HCL INJ 100MG VIAL	\$	58.65
ZOFRAN 2MG/ML SDV	\$	30.68
INTUBATION PROCEDURES	\$	273.29
PLEURAL DECOMPRESSION	\$	273.29
OB DELIVERY PROCEDURES	\$	273.29
CONTINUOUS POSITIVE AIRWAY PRE	\$	124.22
SURGICAL AIRWAY PROCEDURE	\$	273.29
GASTRIC INTUBATION	\$	130.65
DEFIBRILATION PROCEDURE	\$	273.29
DEXTROSE 10% Solution	\$	149.32
KETAMINE	\$	306.62



APPENDIX A
CONTINGENT LEASE AGREEMENT
City of Amarillo

THIS CONTINGENT LEASE AGREEMENT ("Agreement") is entered into as of February _____, 2022 between the City of Amarillo, Texas, ("Lessee"), and American Medical Response Ambulance Service, Inc., d/b/a Amarillo Medical Services ("Lessor"), a Texas limited partnership, hereafter referred to as "Lessor".

RECITALS

WHEREAS, Lessor and Lessee have entered into an Ambulance Permit for EMS Ambulance Services ("Permit"), which is incorporated herein for all purposes, which contemplates that the parties may enter into a mutually agreed upon arrangement to facilitate Lessee's "step-in rights" as described in the Ambulance Permit in Section 27; and

WHEREAS, in the event of a "Step-in," Lessor desires to lease certain ambulances and certain items of equipment (collectively "Equipment") and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Agreement and based on the Contract; and

WHEREAS, Lessor and Lessee agree that this Contingent Lease Agreement shall become effective and the Lessee shall lease the Equipment only upon occurrence of a default as set forth in the Permit.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1.0 Agreement for Contingent Lease. The recitals stated above are hereby incorporated into the body of this Agreement as if copied herein in their entirety.

1.1 Purpose of Lease. The purpose of this Agreement is to provide a contingent lease of vehicles and equipment pursuant to the Permit between the Lessee and Lessor. Specifically, the Agreement is executed by the parties pursuant to Section 27 of the Permit entitled Asset Securitization. It is the intent and further purpose of the Lessor and Lessee hereunder that, in the event Lessor is in default under the Permit, Lessee shall be able to immediately take possession of and operate such vehicles and equipment leased hereunder uninterrupted so long as Lessee complies with the terms and conditions of this Agreement.

1.2 Leasing. Subject to the terms and conditions set forth below, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor certain vehicles and equipment of the Lessor (all of which, together with any replacement parts, replacements, additions, repairs, and accessories

incorporated therein and/or affixed thereto, hereafter referred to individually as "Item of Equipment" and collectively as "Equipment."

1.3 Lessee's Performance Rights and "Step-In Rights". This Agreement shall be contingent and effective only upon the determination by the City that a default as defined in the Permit has occurred and Lessee's "step-in rights" are activated in accordance with the Permit. Once "step-in rights" are activated by Lessee by delivery of written notice to Lessor from the City certifying that the City has effectuated an immediate "step-in" by Lessee pursuant to the Permit, and then Lessee shall have the option, at its sole discretion to take possession and control of the Equipment subject to the terms and conditions of this Agreement

1.4 Rent. In the event this Agreement is entered into, Lessee shall pay Lessor or Lessor's Assignee or successor, monthly rent for the Equipment in an amount equal to \$1950.10 per fully loaded ambulance.

1.5 Term. The term of this Agreement ("Lease Term") shall commence on the exercise of Lessee's performance rights hereunder and shall continue for twelve (12) months, unless sooner terminated pursuant to the provisions hereof.

1.6 Payment of Rent. The Rental Payments and any other payments under this Agreement shall be payable only from the current revenues of Lessee and shall be made to Lessor or to Lessor's Assignee or successor at Lessor's address shown on the signature page hereof, or at such other address as Lessor or Lessor's Assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.

1.7 Non-appropriation of Funds. In the event funds are not budgeted and appropriated in any fiscal year of Lessee for Rental Payments due under this Agreement for the then current or succeeding fiscal year of Lessee, this Agreement shall impose no obligation on the Lessee as to such current or succeeding fiscal year of Lessee and this Agreement shall become null and void with Lessee having no further right to use, lease, rent, or otherwise have access to the Equipment. No right of action or damage shall accrue to the benefit of Lessor, its successors or assignees, for any further payments. If the provisions of this are utilized by Lessee, Lessee agrees to promptly notify Lessor or Lessor's Assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the Equipment to Lessor or Lessor's Assignee or the appropriate entity. In all events, Lessee shall pay Rental Payments for each month the Equipment is utilized by the Lessee or an agent of the Lessee.

1.8 Statement of Lease. This Agreement shall constitute a lease of personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor or Lessor's Assignee to ensure that the Equipment shall be and remain personal property. Lessee shall keep the Equipment free and clear of any mortgage, security interest, pledge, lien, charge, claim or other encumbrance (collectively, "Lien" except any Lien arising solely through acts of Lessor or Lessor's Assignee ("Lessor's Lien"); give Lessor or Lessor's Assignee immediate notice of the existence of any such Lien

1.9 Use. The Equipment will be used for providing ambulance services by the Lessee and operated by Lessee in the ordinary conduct of their business by qualified employees and agents of Lessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. Lessee shall not change the location of any of the Equipment from Amarillo, Texas without obtaining Lessor's or Lessor's Assignee's prior written consent.

1.10 Maintenance and Alterations. Lessee and any sub lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Lease Term those maintenance agreements with respect to the Equipment required by this Agreement or hereafter required by Lessor or Lessor's Assignee. In addition, Lessee may at its expense, without Lessor's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the Equipment which do not impair the commercial value or originally intended function or use of such Equipment and which are readily removable without causing damage to such Equipment. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws and otherwise permitted by any third party financing entity, including but not limited to financing companies, leasing companies, or lending institutions (including Lessor's Assignee) that may have a security interest, Lien or other interest in the Equipment. Any Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's Assignee, and all Required Alterations/ shall immediately without further action become the property of Lessor or Lessor's Assignee and part of such Equipment for all purposes of this Agreement. Other than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. Any prohibited alterations to any of the Equipment shall, at Lessor or Lessor's Assignee's election, immediately become the property of Lessor or Lessor's Assignee without further action and without Lessor or Lessor's Assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein).

1.11 Return. At the expiration or earlier termination of the Lease Term, Lessee shall, at its expense, return such Equipment to Lessor or Lessor's Assignee at Lessor's Amarillo address unless otherwise agreed in writing by Lessee and Lessor.

1.12 Identification. Lessor shall, at its expense, place and maintain permanent markings on the Equipment evidencing ownership, security and other interests therein, as specified from time to time by Lessor or Lessor's Assignee. Lessee shall not place or permit to be placed any other markings on any Equipment that might indicate any ownership or security interest in such Equipment. Any markings on any Equipment not made at Lessor's or Lessor's Assignee's request shall be removed by Lessee, at its expense, prior to the return of such Equipment to Lessor or Lessor's Assignee in accordance with this section of this Contingent Lease Agreement entitled "Return" hereof.

1.13 Inspection. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor or Lessor's Assignee or the agents of Lessor or Lessor's Assignee for inspection during regular business hours at the location of such Equipment. Lessee acknowledges that at the time of "step-in", if any, Lessee or its agents will fully inspect the Equipment and verify that the Equipment is in good condition and repair and that the Lessee will accept the Equipment as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".

1.14 Lessor Assignment. Lessor or Lessor's Assignee may from time to time, after prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities. Each Assignee shall have, to the extent provided in any Transfer document, all of Lessor's rights, powers, privileges and remedies provided at law, equity or in this Agreement.

1.15 Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Equipment, Lessor's or any Lessor's Assignee's title to any such Equipment, or other interest or right of Lessor or any Lessor's Assignee with respect thereto, except Lessor's Liens. Lessee, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by Lessor or any Lessor's Assignee to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien, except for any liens caused by Lessor.

1.16 Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss") Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.

1.17 Insurance. Lessee hereunder shall, at its expense, cause to be carried and maintained for all of the Equipment, commencing at the time any risk shall pass to Lessee as to such Equipment and continuing until the return of such Equipment in accordance with the paragraph in Contingent Lease Agreement entitled "Return" insurance against such risks, under Lessee's self-insurance program or, at Lessee's sole option provide insurance for the leased equipment.

1.18 Limited Warranty. Lessor warrants to Lessee that, so long as no Event of Default has occurred and is continuing, Lessor will not interfere with Lessee's use and possession of the Equipment. Lessor, not being the manufacturer or vendor of the equipment has not made and hereby disclaims any representation of any kind, express or implied, with respect to the condition or performance of the equipment its merchantability and makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material or workmanship of the equipment.

1.19 Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if:

- (a) Lessee fails to make any Rental Payment as it becomes due in accordance with the terms of this Agreement and any such failure continues for a period of thirty (30) days after written notice to Lessee from Lessor,
- (b) Lessee violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of thirty (30) days after written notice to Lessee from Lessor,
- (c) any writ or order of attachment or execution or other legal process being levied on or charged against any Item of Equipment and not being released or satisfied within thirty (30) days, or
- (d) the concealment or removal of any material portion of Lessee's property with the intent to hinder, delay; or defraud anyone or more creditor's or the making of any other transfer which is fraudulent under the bankruptcy code or applicable state law.

1.20 Remedies. If one or more Events of Default shall have occurred and be continuing after the thirty (30) day notice period has lapsed, Lessor or Lessor's Assignee at its option, may:

- (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof,
- (b) by notice to Lessee terminate this Agreement, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Agreement as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Agreement only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor or Lessor's Assignee may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee, its successors and assigns, to use such Equipment for any purposes whatsoever, or
- (c) no right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time. A termination hereunder shall occur only upon written notice by Lessor to Lessee and only with respect to such Items of Equipment as Lessor specifically elects to terminate in such notice. Except as to such Items with respect to which there is a termination, this Lease shall remain in full force and effect and Lessee shall be and remain liable for the full performance of all its obligations hereunder.

2.0 Miscellaneous.

2.1 Information. Lessee agrees to furnish Lessor or any Lessor's Assignee such information concerning the Equipment as Lessor or any Lessor's Assignee may reasonably request.

2.2 Notices. Any consent, instruction or notice required or permitted to be given under this Agreement shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor, Lessee or any Lessor's Assignee, as the case may be, at their respective addresses set forth herein or at such other address as Lessor, Lessee or any Lessor's Assignee shall from time to time designate to the other party by notice similarly given.

2.3 Assignment. (i) Lessee may not assign, transfer, pledge or hypothecate this Agreement, any Item of Equipment or any interest in this Agreement or in and to the Equipment or permit its rights under this Agreement to be subject to any lien, charge or encumbrance of any nature; (ii) Lessee's interest herein is not assignable and shall not be assigned or transferred by operation of law; (iii) Lessee shall not sublease any Equipment which is the subject to this Lease unless the Lessor and Lessor's Assignee shall have given its prior written consent to such sublease ("Permitted Sub lessee" or "Sub lessee") or (iv) Lessee shall not transfer or relinquish possession of any Item of Equipment (except for the sole purpose of repair or service of Equipment) without the prior written consent of Lessor.

2.4 Severability. If any of the provisions of this Permit is held by a court of competent jurisdiction to be invalid or unenforceable, such court holding shall not invalidate or affect the validity and enforceability of the remaining provisions, and such provisions shall remain in full force and effect.

2.5 Miscellaneous. No term or provision of this Agreement may be amended, altered, waived, discharged or terminated except by an instrument in writing signed by a duly authorized representative of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Texas. Venue for any disputes arising out of the rights or obligations contained in this Permit shall lie in Potter County, Texas.

IN WITNESS WHEREOF, the parties hereto execute this Ambulance Permit, which shall be effective on the date of the last signature.

**AMERICAN AMBULANCE RESPONSE
AMBULANCE SERVICE, INC. D/B/A
AMERICAN MEDICAL RESPONSE**

BY: _____
TITLE: _____
DATE: _____

CITY OF AMARILLO

BY: _____
TITLE: _____
DATE: _____

ATTEST:

Stephanie Coggins

Amarillo City Council

Agenda Transmittal Memo



H

Meeting Date	February 8, 2022	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner – Director of Aviation		

Agenda Caption

CONSIDER PURCHASE – TWO (2) AIRFIELD SNOW BROOMS H CHASSIS
Award to: VENDOR - \$1,516,882 (HGAC Buy Board Contract # FS12-19)

This item considers the purchase of two (2) Oshkosh Airfield Snow Brooms H chassis with dedicated front mounted broom. This purchase is anticipated to be funded at 90% through a Federal Aviation Administration Grant (\$1,365,194.00), with the remaining 10% funded through Airport operating revenues (\$151,688.00).

Agenda Item Summary

This item is for the purchase of two (2) Oshkosh Airfield Snow Brooms H chassis with dedicated front mounted broom. The two (2) new snow brooms will be added to our fleet as the broom style implement has been determined the most effective mechanical means to remove wintery precipitation contaminants from airfield pavements.

Requested Action

Approve the purchase of Two (2) Oshkosh Airfield Snow Brooms for the Rick Husband Amarillo International Airport off HGAC Buy Board Contract # FS12-19.

Funding Summary

This purchase contract is anticipated to be in FAA Grant 52 for 90% federal reimbursement, 10% airport share. Approved in 2021-2022 Airport CIP Budget.

Community Engagement Summary

Level 1 – Modest impact on selected area and/or community group.

Staff Recommendation

Airport staff recommends approval to purchase Two (2) Oshkosh Airfield Snow Brooms off HGAC Buy Board Contract # FS12-29 in the amount of \$1,516,882.00.

Amarillo City Council

Agenda Transmittal Memo



I

Meeting Date	February 8, 2022	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner, Director of Aviation		

Agenda Caption

CONSIDER APPROVAL – THIRD AMENDMENT TO AIRPORT AUTOMOBILE PARKING MANAGEMENT CONTRACT

This item considers the approval of a third amendment that extends the original Automobile Parking Management Contract for a period of one (1) year from April 1, 2022 to March 31, 2023, as allowed by the original contract and under the same terms as the original contract. After this extension, there are no remaining renewal options in the original contract.

Agenda Item Summary

This third amendment extends the original management contract for a period of one (1) year from April 1, 2022, to March 31, 2023, as allowed by the original contract and under the same terms as the original contract. After this extension, there are no remaining renewal options in the original contract. The contractor is in good standing with the City/Airport.

Requested Action

Please approved the third amendment to the Republic Parking contract.

Funding Summary

This is a management contract on a revenue account at the Airport.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this third amendment document with Republic Parking.

STATE OF TEXAS

COUNTY OF POTTER

§
KNOW ALL MEN BY THESE PRESENTS
§

THIRD AMENDMENT TO CONTRACT

This Third Amendment to Contract (“Amendment”) is entered into this 26th day of January, 2022, by the CITY OF AMARILLO (referred to herein as “City”), and REPUBLIC PARKING SYSTEM, LLC., (referred to herein as “Operator”).

WITNESSETH:

WHEREAS, City and Operator executed an Automobile Parking Management Contract for Public Parking Facilities at Rick Husband Amarillo International Airport (the “Contract”) on the 1st day of April 2015, in which Operator agreed to operate the public parking lot facilities at the Airport; and

WHEREAS, City and Operator executed a First Amendment to Contract (the “First Amendment”), with an effective date of April 1, 2018; and

WHEREAS, City and Operator executed a Second Amendment to Contract (the “Second Amendment”), with an effective date of July 2018; and

WHEREAS, the City owns and operates the Rick Husband Amarillo International Airport (“Airport”); and

WHEREAS, the City and Operator desire to extend the current Contract in accordance with the original contract terms’ renewal options; and

WHEREAS, the City and the Operator desire to so amend said Contract at this time;

NOW THEREFORE; City and Operator agree to amend the said Contract, as a Third Amendment to the original Contract of April 1, 2015, as follows:

1. The term of the Contract shall be extended for a period of one (1) additional year from April 1, 2022, to March 31, 2023, with the same terms as in the original Contract. This extension shall modify Section 2, paragraphs 2.01 and 2.02 of the original Contract. There shall be no remaining authorized renewal options after the execution of this extension.
2. All other terms and conditions of the original Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Third Amendment on the day and year first written, and as set forth below.

CITY OF AMARILLO, TEXAS

REPUBLIC PARKING SYSTEM, LLC.

By: _____
JARED MILLER, CITY MANAGER

DocuSigned by:
By: Leonard Carder
ACD94E55AB4345F...
LEONARD CARDER, PRESIDENT

WITNESS:

STEPHANIE COGGINS, CITY SECRETARY

Amarillo City Council

Agenda Transmittal Memo



J

Meeting Date	February 8, 2022	Council Priority	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works - Fleet Services Division		
Contact	Donny Hooper, Director of Public Works		

Agenda Caption

CONSIDER PURCHASE – ONE (1) AUTOMATED SIDE LOADER (ASL)
Award to: Bruckner Truck Sales - \$363,733.00 (HGAC contract #HT06-20)

This item considers the purchase of one (1) Automated Side Loader (ASL) for the Solid Waste Collection Division for the continued expansion of residential curbside cart collection services.

Agenda Item Summary

21/22 Budget approved addition to Solid Waste Collection Division to manage residential curbside cart collection service.

Requested Action

Recommend approval to purchase of ASL Automated Side Loader for Solid Waste Collection Division. This purchase will be on HGAC contract # HT06-20. Contract purchase assures discounted governmental pricing and quicker delivery schedules. Contract purchase of equipment allows for uniformity of specialized equipment, control maintenance cost associated with training and repair compared to multiple manufacturers.

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Auto – Rolling Stock & Equipment. Total Purchase \$363,733.00

Community Engagement Summary

Solid Waste Division held Community Engagement meetings to begin curbside cart collection service. Discussion over change of Customer Refuse collection practices concerning refuse dumpsters in streets, public right of ways, residential dumpster front curb, and hand bag collection locations. Continued expansion of residential curbside cart services

Staff Recommendation

Staff Recommends approval of purchase of ASL Automated Side Loader – Cart Style.

Amarillo City Council

Agenda Transmittal Memo



K

Meeting Date	February 8, 2022	Council Priority	Customer Service, Best Practices
Department	Civic Center		
Contact	Bo Fowlkes, Assistant GM		

Agenda Caption
CONSIDER AWARD – CIVIC CENTER COMPLEX HERITAGE ROOM PORTABLE WALL SYSTEM
(Contact: Bo Fowlkes, Civic Center Complex Asst. General Manager)
Award to: Denman’s Building Products Ltd. - \$1,964,000.00

This item considers approval of a project for the full replacement of portable wall system and track for the Heritage Room at the Civic Center Complex. Funding for this award is provided through the Venue District.

Agenda Item Summary
This project replaces the portable wall system located in the Heritage Room that creates the breakout rooms for this space. Funding for this award is provided through the Venue District.

Requested Action
Approval and award.

Funding Summary
CIP Budget, FY2021 Capital Funding.

Community Engagement Summary
Feedback from patrons and lessees; research on best practices.

Staff Recommendation
It is recommended that the purchase of the equipment be awarded to Denman’s Building Products Ltd. for a total of \$1,964,000.

Amarillo City Council

Agenda Transmittal Memo



L

Meeting Date	February 8, 2022	Council Priority	Infrastructure
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas, City Engineer		

Agenda Caption

CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR LIFT STATION 32

Award to: Kimley-Horn and Associates, Inc. – Not to exceed \$71,850.00

This item considers the award of a professional services agreement which includes an extension of construction phase services for Lift Station No. 32.

Agenda Item Summary

This item is to consider approval of the professional services agreement, which includes an extension of construction phase services for the project. Additional time is needed for the project to be constructed and completed by the contractor. Kimley-Horn and Associates, Inc. was selected under RFQ 06-13 for Contract No. 1 of this project. This agreement is on an hourly and not-to-exceed basis.

Requested Action

Consider approval of agreement with Kimley-Horn Engineers, Inc. in the amount of \$71,850.00 for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 521805.17400.1050.

Community Engagement Summary

Award for professional services will not impact the community. The engineer will facilitate coordination with property owners as needed.

Staff Recommendation

City Staff is recommending approval of the contract.

Amarillo City Council

Agenda Transmittal Memo



M

Meeting Date	February 8, 2022	Council Priority	City Infrastructure
Department	Facilities Department		
Contact	Jerry Danforth, Director of Facilities		

Agenda Caption
CONSIDER AWARD – REPLACEMENT OF THE CITY OF AMARILLO CIVIC CENTER COOLING TOWER
(Contact: Jerry Danforth, Director of Facilities)
Award to: West Techs Chill Water Specialists - \$354,210.00

This item considers award of a contract for the replacement of the Amarillo Civic Center Cooling Tower which includes the demolition, site preparation, security, and installation of the double cooling tower for the Amarillo Civic Center located at 401 S. Buchanan St. in Amarillo Texas.

Agenda Item Summary
This bid is for the replacement contract to West Techs Chill Water Specialists for the demolition, site preparation, security, and installation of double Cooling Tower for the Amarillo Civic Center located at 401 S. Buchanan St. in Amarillo Texas in coordination with the City of Amarillo Facilities Department, and according to the terms, specifications, and timelines set in the contract. The replaced Cooling Tower will better serve the efficiency and cooling provided throughout the Amarillo Civic Center while reducing materials and manpower to keep the cooling tower operational. The replacement will considerably improve the functionality and dependability of the cooling system for the Civic Center.

Requested Action
Approval and award of the replacement contract to West Techs Chill Water Specialists for the amount of \$354,210.00.

Funding Summary
This project is City of Amarillo funded as authorized through the 2021-2022 CIP Process.
(City Job # 440411.17400.1040)

Community Engagement Summary
This project is funded through the 2021-2022 CIP Process.

Staff Recommendation
Staff recommends approval of contract award to West Techs Chill Water Specialists to replace the Amarillo Civic Center cooling Tower for \$354,210.00.

Amarillo City Council

Agenda Transmittal Memo



N

Meeting Date	February 8, 2022	Council Priority	Consent Agenda
Department	Planning and Development Services		
Contact	Brady Kendrick – Planner II		

Agenda Caption

CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENT

This item is the consideration of an Aviation Clear Zone Easement, being 4,750 feet above mean sea level above the plat of Holiday South Unit No. 14, a suburban subdivision to the City of Amarillo, being a replat of the westerly one-half of Lot 2, Block 16, Holiday South Unit No. 4, in Section 177, Block 2, A.B.&M. Survey, Randall County, Texas.
VICINITY: Jamaica St. and Valencia Dr.
APPLICANT: Vicki Henderson

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.14.

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 each associated runway.

This ACZ Easement is establishing a height regulation of 4,750 feet above mean sea level for the plat of Holiday South Unit No. 14.

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, Vicki Henderson, 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 Holiday South Unit No. 14, a suburban subdivision to the City of Amarillo, being a replat of the westerly one-half of Lot 2, Block 16, Holiday South Unit No 4, 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 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.

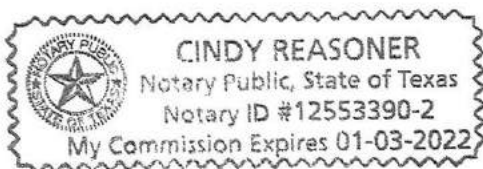
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 30 day of November 2021.

GRANTOR

By: *Vicki Henderson*
Vicki Henderson

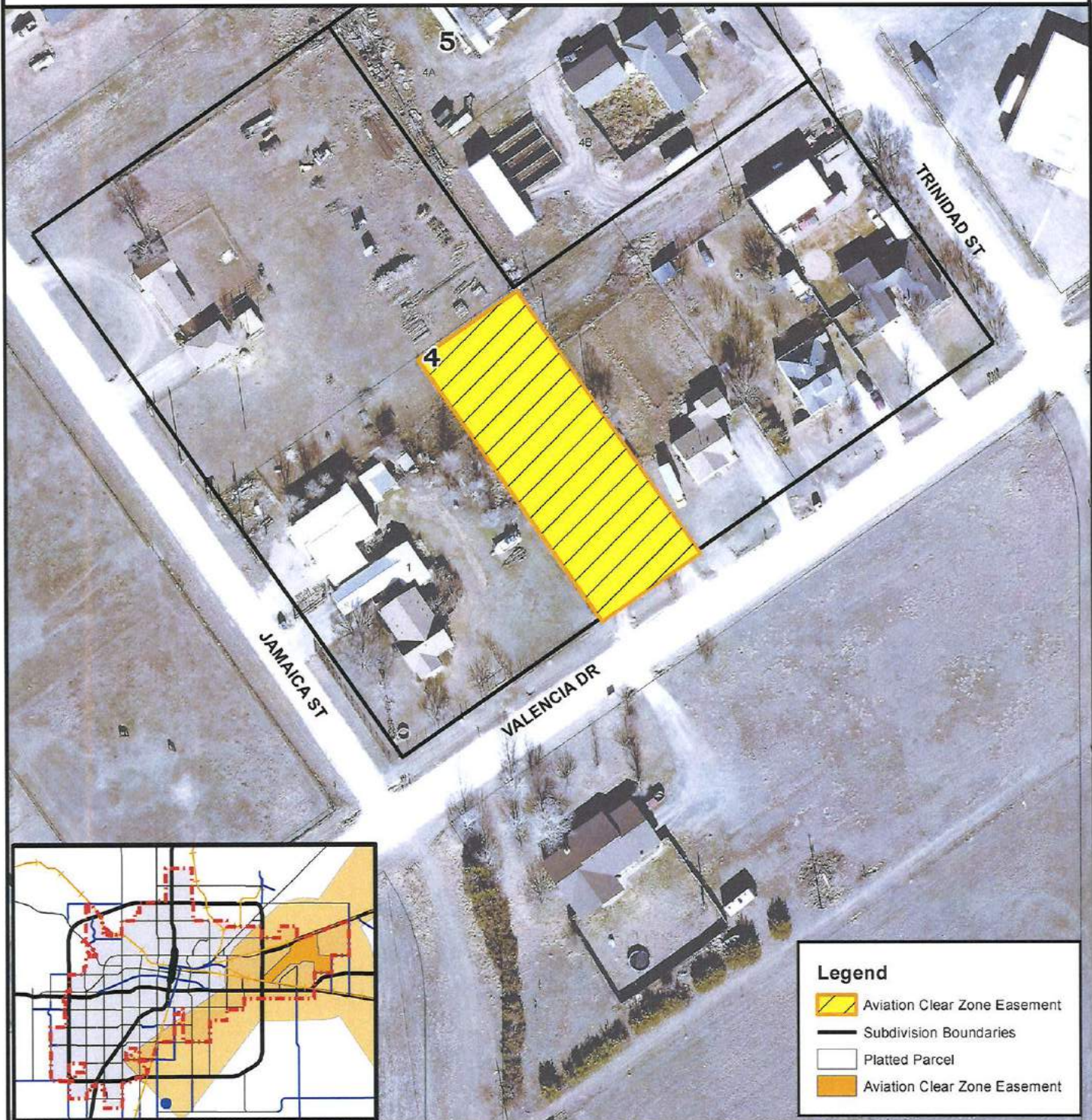
THE STATE OF Texas §
COUNTY OF Randall §

This instrument was acknowledged before me on this the 30th day of November, 2021, by Vicki Henderson.



Cindy Reasoner
Notary Public, State of Texas

AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 100 feet
Date: 11/17/2021
Case No: ACZ-21-17



Aviation Clear Zone Easement being 4,750 feet above mean sea level above the plat of Holiday South Unit No. 14, a suburban subdivision to the City of Amarillo, being a replat of the westerly one-half of Lot 2, Block 16, Holiday South Unit No. 4, in Section 177, Block 2, A.B.&M. Survey, Randall County, Texas.

Vicinity: Valencia Drive and Jamaica Street

Applicant: Vicki Henderson

AP: M-15

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Best Management Practices Infrastructure
Department	Water Utilities – Wastewater Treatment Hollywood Road Plant		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption
CONSIDER PURCHASE – REPLACEMENT BEARING ASSEMBLIES FOR INFLUENT PUMP STATION AT HOLLYWOOD ROAD WATER RECLAMATION PLANT
Award to: Evoqua Water Technologies - \$146,250.00

This item is to consider the purchase of two sets of upper and lower bearing assemblies for the Hollywood Road Water Reclamation Plant Influent Pump Station.

Agenda Item Summary
This item is to consider the purchase of two sets of upper and lower bearing assemblies for the Hollywood Road Water Reclamation Plant Influent Pump Station. This pump station consists of three Zimpro Screw Pumps. Currently two of these are down for repair. These parts are sole sourced from the manufacturer, Evoqua Water Technologies. This system was engineered in 1992 and the parts are specific to the Screw Pumps.

Due to multiple pumps failing in close time frames to each other that creates a threat of imminent failure, this purchase is being processed as an emergency procurement.

Requested Action
Requesting approval and award of purchase for the bearing assemblies to Evoqua Water Technologies in the amount of \$146,250.00.

Funding Summary
Funding is available in Purchase Job # 523513.17400.1040 in the amount of \$150,000.00.

Community Engagement Summary
N/A

Staff Recommendation
City staff are recommending approval and award to Evoqua Water Technologies.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Economic Development
---------------------	------------------	-------------------------	----------------------

Department	Planning	Contact Person	Andrew Freeman, Assistant City Manager
-------------------	----------	-----------------------	--

Agenda Caption

PRESENTATION AND CONSIDERATION OF A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CITY OF AMARILLO AND BUC-EE'S AMARILLO, LLC:

This item considers approval of a Chapter 380 Economic Development Program Agreement between the City of Amarillo and Buc-ee's Amarillo, LLC for the construction of a new travel center to be located at the southeast corner of E. Interstate 40 and Airport Boulevard.

Agenda Item Summary

This agenda item is to consider a Chapter 380 agreement with Buc-ee's Amarillo, LLC for the construction of a 53,000 square foot travel center to be located at the southeast corner of E. Interstate 40 and Airport Boulevard on approximately 20 acres. The project is estimated to cost over \$30MM. Buc-ee's is expected to hire 150 full-time employees within one year from receiving its Certificate of Occupancy.

Through this agreement, the City will rebate back monthly 50% of Shared Sales Tax (50% of the City's 1.5%, or .75%) over 20 years, estimated at \$4,500,000 overall based on an estimated \$30MM in annual taxable sales.

Benefits of this project include:

- Employment of 150 full-time employees.
- New sales tax collections for the city at 50% of the City's 1.5% for 20 years, then full collection after end of term.
- \$275,000 donation to benefit community-oriented projects, civic events, or other benevolent purposes within the city as determined by City Council.
- Including the word "AMARILLO" on the primary freestanding sign.
- Maintaining an annual membership with the Amarillo Chamber of Commerce.
- 18 square feet of community information kiosk space within the travel center.
- Make an effort to hire local contractors and suppliers to construct the Project.
- New ad valorem taxes from a \$30MM+ investment, with no abatement or rebate being requested

Requested Action

Approve as presented.

Funding Summary

Funding would be provided through rebates of sales taxes paid by Buc-ee's, which could be approximately \$4,500,000 over the twenty-year term based on an estimated \$30MM in annual sales.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented.

THIS ECONOMIC DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into by and between the City of Amarillo (“City”) and Buc-ee’s Amarillo, LLC, a Delaware limited liability company (“Developer”), on this _____ day of _____, 2022 (“Effective Date”). City and Developer are sometimes individually referred to herein as a “Party” and are sometimes collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, Developer is contemplating the purchase of a certain tract of land consisting of approximately 20.360 acres within the City of Amarillo, described by metes and bounds attached hereto as **Exhibit A** (“Property”); and

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov’t Code, City may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity within the City; and

WHEREAS, in accordance with Chapter 380, Texas Local Gov’t Code, the City hereby establishes such a program to provide incentives and financial assistance to Developer to encourage and promote the development of the Property thereby enhancing and stimulating business and commercial activity in the City; and

WHEREAS, as a material inducement to Developer to purchase the Property and develop the Project (hereinafter defined) on the Property, City has agreed to offer incentives to Developer in the form of grants described in Article III of this Agreement; and

WHEREAS, the Project requires specific deviations from the Amarillo Code of Ordinances with respect to certain requirements including, but not limited to, sign height and size limitations, outside storage screening requirements, landscape/parking design requirements, and building materials classifications; and the staff recommendation of approval of said deviations shall be included as a material inducement to purchase the Property and develop the Project, and;

WHEREAS, Developer has agreed, in exchange for and as consideration for the incentives offered by the City, to satisfy and comply with the terms and conditions hereinafter set forth; and

WHEREAS, The City has concluded and hereby find that this Agreement substantially advances a legitimate interest of the City by promoting economic development, attracting new consumers to the City, expanding the sales tax base of the City, increasing employment, and generating new ad valorem tax revenue for jurisdictions in Potter County, which will help stimulate the overall local economy; and

NOW, THEREFORE, by and in consideration of the mutual covenants and agreements contained herein, the City of Amarillo and Developer hereby agree as follows:

ARTICLE I

DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Affiliate" means any entity directly or indirectly controlling or controlled by under direct or indirect common control with, or which directly or indirectly owns voting securities of an entity directly or indirectly controlled by, such specific entity.

"Chapter 380 Payment(s)" means the amount paid by the City to Developer under the Program (defined below).

"Event of Force Majeure" means strikes, riots, acts of God, extraordinary weather events, shortages of labor or materials, war, governmental laws, regulations or restrictions, the pendency of condemnation proceedings or any other causes or events of any kind whatsoever which are beyond a Party's reasonable control; excluding the inability to pay any monies when due under this Agreement for any reason.

"Improvements" means a retail development consisting of a Buc-ee's travel center being at least 53,000 square feet in size and providing 120 fueling positions on a site described on Exhibit A, and pursuant to the Concept Plan attached hereto as Exhibit B, with a required minimum new investment of not less than \$30,000,000.

"Overpayment Amount" means the percentage of Shared Sales Tax which Developer must reimburse to the City after delivery of a Job Compliance Affidavit showing Developer did not maintain the Minimum Job Threshold for the prior calendar year, which percentage shall be equal to the following: (150 minus Actual Job Average) divided by 150. For illustrative purposes, if Developer only maintains, on average, one-hundred (100) full-time jobs in any given calendar year, then Developer shall reimburse to the City thirty-three percent (33%) of the Shared Sales Tax. Upon payment of the Overpayment Amount, Developer will be eligible to receive Shared Sales Tax payments in future calendar months for the remainder of the Term. The Term shall not be extended as a result of any cure period under this Section.

"Program" means the economic development program established by the City pursuant to Texas Local Government Code Chapter 380 and under Resolution 08-20-19-3 to promote local economic development and stimulate business and commercial activity within the City.

"Project" means the development of approximately 20 acres as generally depicted on Exhibit B and the construction and operation of a retail development consisting of a Buc-ee's travel center being at least 53,000 square feet in size and providing 120 fueling positions.

"Project Term" shall mean a period beginning on Tax Payment Effective Date and continuing for a period of twenty (20) years.

"Property" means the real property described on **Exhibit A**, attached hereto.

"Purchase Agreement" means the Real Estate Purchase and Sale Agreement dated effective as of August 27, 2021 by and between Attebury Farm, LLC and CSMS Management, LLC, as may be amended from time to time and assigned to Developer.

"Sales Tax Revenues" means the actual sales tax revenue derived from the sale of taxable items at the Project and collected by the City during the Project Term less any fees deducted by the Texas Comptroller .

"Shared Sales Tax" means fifty percent (50%) of the Sales Tax Revenues. For illustrative purposes, the City's current sales tax rate is 1.5%. As such, the Shared Sales Tax, on the Effective Date of this Agreement, would equal fifty percent (50%) of (1.5% percent), or (0.75%), minus any fees deducted by the Texas Comptroller.

"Tax Payment Effective Date" shall mean January 1 following the date the Project opens for business to the public.

ARTICLE II

PROJECT DESCRIPTION

2.1 Completion of Improvements. Provided Developer acquires the Property pursuant to the Purchase Agreement, Developer shall commence construction of the Project on or before February 1, 2023 and further agrees that the Improvements will be completed and Developer will have submitted all items necessary to receive a Certificate of Occupancy no later than fifteen months after it commences construction of the Improvements. If requested in writing by the Developer, the City shall extend these deadlines for the period of delay, if (a) an event of Force Majeure delays commencement of construction of or delays or suspends construction of the Project or Improvements; or (b) disruption due to construction of infrastructure improvements by the City delays commencement of construction or delays or suspends construction of the Project or Improvements. In addition, Developer and City each have the one-time right to extend a deadlines set forth herein for a period of up to 120 days for the convenience of such party, such right to be exercised by written notice to the other party on or before such deadline to be extended.

2.2 Certificate of Completion and Subsequent Job Creation. On or before the date that is 12 months after Developer receives its Certificate of Occupancy for the Project (the "Job Threshold Commencement Date"), Developer and/or its affiliate(s) shall create at least one hundred fifty (150) full time equivalent jobs (the "Minimum Job Threshold") on the Project with an annual payroll of not less than \$6,000,000 and shall maintain on average, as calculated every year from and after the Job Threshold Commencement Date, such level of employment during the Project Term. On or shortly after the Job Threshold Commencement Date, Developer shall provide to the City an affidavit certifying its compliance with the foregoing employment requirements in the form attached hereto as Exhibit C ("Job Compliance Affidavit") and thereafter, on or before February 1st of each year until the end of the Project Term or earlier termination of this Agreement, Developer shall provide a supplementary Job Compliance Certificate to the City. If the average number of full-time jobs maintained by Developer and/or its affiliate(s) for any calendar year (the "Annual Job Average") does not meet or exceed the Minimum Job Threshold, the Developer shall reimburse the City the Overpayment Amount. A failure to meet the Minimum Job Threshold shall not be a Default under this Agreement. The City's sole and exclusive remedy with respect to a failure to meet the Minimum Job Threshold shall be to demand the Overpayment Amount from Developer and to offset the Overpayment Amount from future payments of Shared Sales Tax if such Overpayment Amount is not paid as required herein.

2.3 Construction and Dedication of Public ROW Improvements. Provided Developer acquires the Property pursuant to the Purchase Agreement and obtains all required permits and approvals, Developer

shall construct, at its sole cost and expense, public ROW improvements required for the Project and shall convey the rights-of-way and the ROW improvements to the applicable governmental authority.

- 2.4 Community Outreach Donation.** Within 30 days of the opening of the Project to the public, Developer shall donate Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) to benefit community-oriented projects, civic events, and other benevolent purposes within the City as determined by the Amarillo City Council.

ARTICLE III

ECONOMIC INCENTIVES

- 3.1 Project - Economic Development Grant.** City shall pay to Developer an economic development grant in the form of monthly payments made solely from Sales Tax Revenues collected at the Project as allowed by Chapter 380 of the Texas Local Government Code, and as more particularly set forth in Subsection 3.1(a) below. It is the intent of the parties that the Chapter 380 Payments represent a sharing of tax benefits which inure to the City as a result of Developer's development of the Property. The Chapter 380 Payments shall be payable to Developer as provided hereinafter, unless this Agreement is earlier terminated pursuant to the terms hereof. Developer understands and agrees the City is not certifying or otherwise encumbering any funds for the Chapter 380 Payments. Developer agrees not to make any claims against City for any monies other than those from Sales Tax Revenues from the Project. Nothing in this Agreement shall require City to make payment from revenue sources other than from Sales Tax Revenues from the Project.
- a. City Sales and Use Tax Collected from the Project.** The Shared Sales Tax shall constitute the grant payment due and payable to Developer. The Shared Sales Tax will be paid monthly for a period of twenty (20) years beginning on the Tax Payment Effective Date and within sixty (60) days of the end of each calendar month thereafter until all payments are made in accordance with this Agreement. In recognition that grant payments are calculated and paid after taxes have been assessed and paid to the City, and therefore always run in arrears, the term of this Agreement shall be deemed to include any payments otherwise due and payable to Developer which extend beyond the original term of the Agreement.
- 3.2 Additional Developer Agreements.** In addition to the conditions to the program grant payments set forth in Article 2 above, Developer agrees to the following requirements of the Project:
- a.** Include the word "AMARILLO" on the Primary Freestanding Sign as generally depicted on Exhibit D.
 - b.** Maintain an annual membership with the Amarillo Chamber of Commerce.
 - c.** Developer shall provide approximately eighteen (18) square feet of space within the retail space of the Project for the location of a community information kiosk provided by the City, at the City's sole cost and expense, which will provide printed materials and other promotional items about various community-oriented sites venues, events, and programs. Developer shall have the right to designate the location, design, and hours of operation of the kiosk.
 - d.** Make an effort to hire qualified residents of the City of Amarillo for the travel center.
 - e.** Make an effort to hire local contractors and suppliers in constructing the Project.

- f. The Project will not provide for the servicing and/or fueling of 18 wheeled tractor-trailer or similar vehicles (excepting those 18 wheeled tractor-trailer or similar vehicles delivering merchandise, supplies and/or fuel to the Project).
- g. The requirements set forth in subsections (a), (c), (d), and (f) above shall survive expiration of the Project Term or termination of this Agreement due to Developer Default if and so long as Developer operates the Project on the Property. Notwithstanding anything to the contrary in this Agreement, the Property and the Project shall not be bound by this Agreement following any sale of the Property after termination of this Agreement or any foreclosure or deed in lieu of foreclosure by any lender with a deed of trust or other security interest in the Property or Project.

ARTICLE IV

CODE VARIANCES

- 4.1 **Project Specific Code Deviation Approval.** Prior to the date of Property acquisition by Developer, City staff shall recommend, and the City Council shall vote to approve or disapprove, the following alternatives required for the commencement of the Project by Developer:
- a. **Primary Freestanding Sign** having a total sign area of 515 square feet as depicted in **Exhibit D.**

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE CITY

- 5.1 The City represents and warrants that:
- a. The City is a home rule Texas municipal corporation and has the power to enter into and has taken all required actions to date required to authorize this Agreement and carry out its obligations hereunder.
 - b. The City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed to Developer.
 - c. The City knows of no law, order, rule or regulation applicable to the City or to the City's governing documents that would be contravened by, or conflict with the execution and delivery of this Agreement.
 - d. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or equity. Subject to the indemnity provided by this Agreement, the City will defend the validity of this Agreement in the event of any litigation arising hereunder that names the City as a party or which challenges the authority of the City to enter into or perform its obligations hereunder.

ARTICLE VI

Intentionally Omitted.

ARTICLE VII

DEVELOPER REPRESENTATIONS AND WARRANTIES.

7.1 Developer represents and warrants that:

- a. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Project Term. As used herein, the term “good standing” means the status of Developer with the Comptroller of the State of Texas shall be “Active”.
- b. No litigation or governmental proceeding is pending or, to the knowledge of Developer, threatened against or affecting Developer with respect to the Property or the Project that may result in any material adverse change in Developer’s business or operation.
- c. No bankruptcy proceedings or other similar proceedings are currently pending or contemplated against Developer, and Developer has not been informed of any potential involuntary bankruptcy proceedings.
- d. Developer shall remain current and in good standing with all sales taxes, property taxes, fees and other recurring charges of City, the State of Texas, and Potter County taxing jurisdictions with respect to the Property and the Project throughout the Project Term; provided Developer or its Affiliates may contest any such taxes as provided for by applicable law.

ARTICLE VIII

DEFAULT, TERMINATION, AND REMEDIES

- 8.1 **Developer’s Representation and Covenants limited to Project.** The City agrees and acknowledges that Developer’s representations, warranties, covenants, agreements and performance obligations under this Agreement are limited to and apply exclusively to the operations of Developer at the Property for the Project and any determination as to whether Developer is in violation or Default of this Agreement will be limited to Developer’s operations on the Property for the Project.
- 8.2 **Termination for Misrepresentation.** Notwithstanding any provision for notice of non-compliance and any opportunity to cure, the City may terminate this Agreement immediately by providing written notice to Developer if Developer, its officers or signatories to this Agreement intentionally misrepresented or misrepresent any material fact or information: (a) upon which the City relied in entering into this Agreement; (b) upon which the City relies in making an incentive payment; or (c) as an inducement for the City to make an incentive payment.
- 8.3 **Developer Default and City Remedies.**
 - a. **Developer Default.** Developer will be deemed to be in “Default” of this Agreement only if it fails to substantially comply with any material provision of this Agreement and does not cure such failure within sixty (60) days after receipt of notice from the City describing such failure in reasonable detail; provided, such failure shall not be a Default if such failure is not reasonably

susceptible to cure within 60 days and Developer commences curing such failure within such 60-day period and thereafter continuously and diligently pursues such cure to completion. A failure under Section 2.2 of this Agreement shall in no event be a Default.

- b. **City Remedies.** Upon Default by Developer, the City has the right to terminate this Agreement and/or pursue any legal or equitable remedies it may have under this Agreement or applicable law, provided, however, that, except as provided in Section 2.2, the City will not be entitled to and may not seek or pursue the remedy of recapturing any incentive payments realized by or paid to Developer prior to the date of Default. Notwithstanding anything to the contrary in this Agreement, the City expressly releases Developer from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

8.4 City Default and Developer Remedies.

- a. **City Default.** The City will be deemed to be in "Default" of this Agreement only if it fails to substantially comply with any material provision of this Agreement and does not cure such failure within sixty (60) days after receipt of notice from Developer describing such failure in reasonable detail; provided, such failure shall not be a Default if such failure is not reasonably susceptible to cure within 60 days and the City commences curing such failure within such 60-day period and thereafter continuously and diligently pursue such cure to completion.
- b. **Developer Remedies.** Upon Default by the City, Developer has the right to terminate this Agreement and/or pursue any legal or equitable remedies it may have under this Agreement or applicable law. Notwithstanding anything to the contrary in this Agreement, Developer expressly releases the City from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.

8.5 Limitations.

- a. **Effect of Force Majeure Event.** A Party will not be deemed to be in Default or otherwise in violation of any term of this Agreement to the extent such Party's action, inaction or omission is the result of Force Majeure Event. The Parties agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A force majeure event pauses a Party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such Party or its Affiliates and prevents a Party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either Party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the Party, over the Project or over a Party's operations.
- b. **Overpayments.** Notwithstanding the limitations on remedies in this Article, it is understood and agreed that, because the incentive payments are from public funds, any verified overpayments to Developer may be recovered by the City or, at the City's sole discretion, through available remedies at law or in equity, or by reducing future incentive payments by the amount of an overpayment.
- c. **Offset.** The City may deduct from any Chapter 380 Payments, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes owed to or for the benefit of the City by

Developer; provided that before offsetting any amounts the City must provide Developer with (a) advance notice of such offset, (b) 60 days to take action to remedy the situation giving rise to the offset, and (c) reasonable opportunity, at Developer's own expense, to contest such offset.

- d. **Limitation on Damages.** Notwithstanding anything contained in this Agreement to the contrary, under no circumstance shall a Party be entitled to punitive, special or consequential damages.

With respect to the above-referenced remedies afforded to Developer under this Agreement, City hereby expressly waives both its sovereign and its governmental immunity solely with respect to (a) the foregoing actions to enforce City's obligations under this Agreement and (b) writs of mandamus with respect to the performance of City's obligations under this Agreement. City acknowledges and agrees that the foregoing waiver may result in a judgment or writ compelling City to take certain actions and/or to pay funds to Developer in accordance with this Agreement, and the foregoing waiver of sovereign and governmental immunity shall apply with respect to the performance of said actions and/or the payment of such funds. In all other respects, the Parties agree that City has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

8.6 Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS COUNCIL MEMBERS, BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER, ASSERTED BY A THIRD PARTY AND ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 8.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT BUT, WITH RESPECT TO ANY IMPROVEMENTS DEDICATED TO THE CITY, SHALL TERMINATE UPON FINAL ACCEPTANCE OF SUCH IMPROVEMENTS OR ACCEPTANCE OF SUCH CONVEYANCE BY THE CITY.

8.7 Acknowledgement of City's Compliance with Applicable Law.

a. Developer acknowledges and agrees that:

- i. The conveyances, dedications, easements and/or payment of money required by this Agreement to be performed by Developer, in whole or in part, do not constitute a:

- (A) Taking under the Texas or United States Constitution;
- (B) Violation of the Texas Water Code, as it exists or may be amended;
- (C) Nuisance; or
- (D) Claim for damages or reimbursement against City for a violation of any federal or state constitution, statute or case law or any federal, state or local ordinance, rule or regulation.

- ii. The amount of Developer's financial or infrastructure contribution or conveyance of real property or interests therein (after receiving all contractual offsets, credits and reimbursements, if any) agreed to in this Agreement is roughly proportional to the demand that such Developer's development places on City's infrastructure.

- iii. Developer hereby releases City from any obligation to perform or commission a takings impact assessment under Chapter 2007 of the Texas Government Code, as it exists or may be amended.
 - iv. Developer hereby agrees that any property which it conveys to City pursuant to this Agreement is roughly proportional to the benefit received by Developer for such land, and Developer hereby waives any claim therefore that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any value received by City relative to said conveyance are related both in nature and extend to the impact of the development of Developer's adjacent property on City's infrastructure. Developer and City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the public infrastructure.
 - v. **DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER, ASSERTED BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION 8.7.**
 - b. Developer releases City, its council members, officers, agents, representatives and employees from any and all claims or causes of action based on excessive or illegal exactions.
 - c. Developer waives any claim for damages or reimbursement against City for a violation of any federal or state constitution, statute or case law or any federal, state or local ordinance, rule or regulation.
 - d. This Section 8.7 shall survive the termination of this Agreement.
- 8.8 Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides City with fair notice of any project of Developer. Developer waives any statutory claim under Chapter 245 of the Texas Local Government Code, as amended, arising out of any acts or omissions under this Agreement. This Section 8.8 shall survive the termination of this Agreement.
- 8.9 Senate Bill 18 Waiver.** As additional consideration for the benefits Developer is receiving under this Agreement, Developer hereby releases City from and against, and waives, any all rights to or claim for any relief under Senate Bill 18, as adopted by the 82nd Texas Legislative Session, arising out of any acts or omissions under this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

- 9.1 **Binding Agreement.** Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
- 9.2 **Reports.** During the term of this Agreement, upon written request of the City, Developer shall provide public records reasonably requested by the City to confirm compliance with the Minimum Job Threshold requirement. Failure to provide such assistance shall be grounds for the City to withhold grant payments until assistance is provided and records received.
- 9.3 **No Waiver.** Except as set forth in Section 8.5 above, nothing contained in this Agreement shall be construed in any way to limit or to waive the City's sovereign immunity. However, the Parties agree that they have entered into this Agreement in good faith, intend to deal with each other in good faith, and intend for this Agreement to be enforceable as to its terms under Texas law.
- 9.4 **Applicability of Ordinances.** Developer acknowledges and agrees this Agreement does not alter the applicability of the ordinances of the City. Further, this Agreement does not waive or limit any of the obligations of Developer to City under any other ordinance whether now existing or in the future arising. This Agreement (i) is not in any manner to be considered a waiver by the Parties of any requirement contained in the City's ordinances and/or development requirements. (ii) will not and does not conflict with said ordinances, and in the event of such a conflict the terms of said ordinances control; and (iii) does not modify any City ordinances and/or development requirements. Where silent in this Agreement, the terms of City ordinances and/or development requirements shall control.
- 9.5 **Separate Status.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.
- 9.6 **Construction and Interpretation.**
- a. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation" or "but not limited to" are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.
 - b. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.
 - c. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

- 9.7 **Revenue Sharing Agreement.** The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request and receive sales and use tax information from the State of Texas Comptroller, pursuant to Section 321.3022 of the Texas Tax Code for any and all projects associated with this Agreement.
- 9.8 **Assignability.** Developer may assign or transfer its rights (including the right to receive payments), duties and obligations under this Agreement to any person or entity only with prior written approval and consent by City, which approval shall not be unreasonably withheld, conditioned or delayed; provided, Developer may assign this Agreement to an Affiliate if such Affiliate assumes all obligations under this Agreement.
- 9.9 **Severability.** If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.
- 9.10 **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.
- 9.11 **Exhibits.** All exhibits attached to this Agreement are incorporated herein by reference and are expressly made part of this Agreement as if copied verbatim.
- 9.12 **Notice.** Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed to:

If to City:

City of Amarillo
ATTN: City Manager
PO Box 1971
Amarillo, TX 79105

With Copy to:

If to Developer:

Buc-ee's Amarillo, LLC
327 FM 2004
Lake Jackson, Texas 77566

With Copy to:

Buc-ee's Amarillo, LLC
Attn: Legal Department
327 FM 2004
Lake Jackson, TX 77566

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed; provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the Party to whom such notice is given.

- 9.13 Force Majeure.** In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inability of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

- 9.14 Governing Law.** This Agreement and the relationship between the Parties shall be governed by the laws of the State of Texas, and venue for any action pertaining to this Agreement shall be in the State District Court of Potter County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of the said Court.

- 9.15 Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the Parties shall designate and appoint a representative to act as a liaison between the Parties. The initial representative for the City shall be the City Manager or his designee ("City Representative"), and the initial representative for Developer shall be Stan Beard ("Developer Representative"). The representatives shall be available at all reasonable times and places to discuss and review the performance of the Parties to this Agreement and the development of the Property.

- 9.16 Effective Date.** This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

- 9.17 Legal Contest.** This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision or paragraph hereof shall become unenforceable by reason of judicial decree or determination, the Parties agree to the extent possible to ensure that all other provisions of this Agreement, including the intent of this Agreement, be honored and performed.

- 9.18 Economic Incentives Constitute a Program.** This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.
- 9.19 Public and Confidential Information.** Information provided by or on behalf of Developer pursuant to this Agreement that Developer considers to be proprietary and/or confidential and marked as such shall be maintained by City as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act ("Act"), City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests and Developer shall be responsible for defending the confidentiality of such information.
- 9.20 Automatic Termination.** In the event Developer elects not to proceed with the acquisition of the Property or the development of the Project, Developer will notify City in writing and this Agreement and the obligations of the Parties hereunder shall automatically terminate and be of no further force or effect as of the date of such notice. If a term, covenant or condition of this Agreement does not have an earlier express termination date, all terms covenants and conditions of this Agreement shall automatically terminate upon the expiration of the Project Term.
- 9.21 Undocumented Workers.** During the term of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, Developer agrees to not knowingly employ any undocumented worker and if convicted of a violation under 8 U.S.C § 1324a(f), grant payments shall terminate.
- 9.22 Incorporation of Recitals.** The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

LIST OF EXHIBITS

Exhibit A	Property Description (Survey and Legal Description)
Exhibit B	Project (Site plan for Buc-ee's)
Exhibit C	Job Compliance Affidavit (form)
Exhibit D	Pole Sign

(Signature Pages Follow)

EXECUTED on this _____ day of _____, 2022.

CITY OF AMARILLO:

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXECUTED on this _____ day of _____, 2022.

DEVELOPER:

BUC-EE’S AMARILLO, LLC,
a Delaware limited liability company

By: _____
Joe O’Leary, Vice President

EXHIBIT A

A 20.40 acre tract of land, out of the Southwest quarter and Southeast quarter, less the North 58.7 feet, lying in Potter County, Texas, less right of way, of the following described real property, to-wit, to be further described by survey:

The South half (S/2) and the Northwest quarter (NW/4), of Section 58, Block Two (2), AB&M Survey, Potter and Randall Counties, Texas, less and except any of the said Northwest quarter (NW/4) lying within the road right-of-way of Interstate 40; and less and except a tract of ten (10) acres described as follows:

BEGINNING at the S. E. corner of Survey No. 58, in Block 2, AB&M;

THENCE North with the East line of said Survey No. 58, 61.6 feet;

THENCE South 89° 44' W. 81 feet to a 1-1/4 inch galvanized iron pipe the S.E. and beginning corner of this Tract;

THENCE N. 00° 21' W. 660 feet to a 1-1/4 inch galvanized iron pipe, 1 foot West of the West fence of road;

THENCE S. 89° 44' W. 660 feet to a 1-1/2 inch iron pipe;

THENCE S. 00° 21' E. 660 feet to a 1-1/4 inch iron galvanized pipe under the North fence of road;

THENCE N. 89° 44' E. 660 feet to the beginning corner; **CONTAINING** 450 acres , more or less.

EXHIBIT C

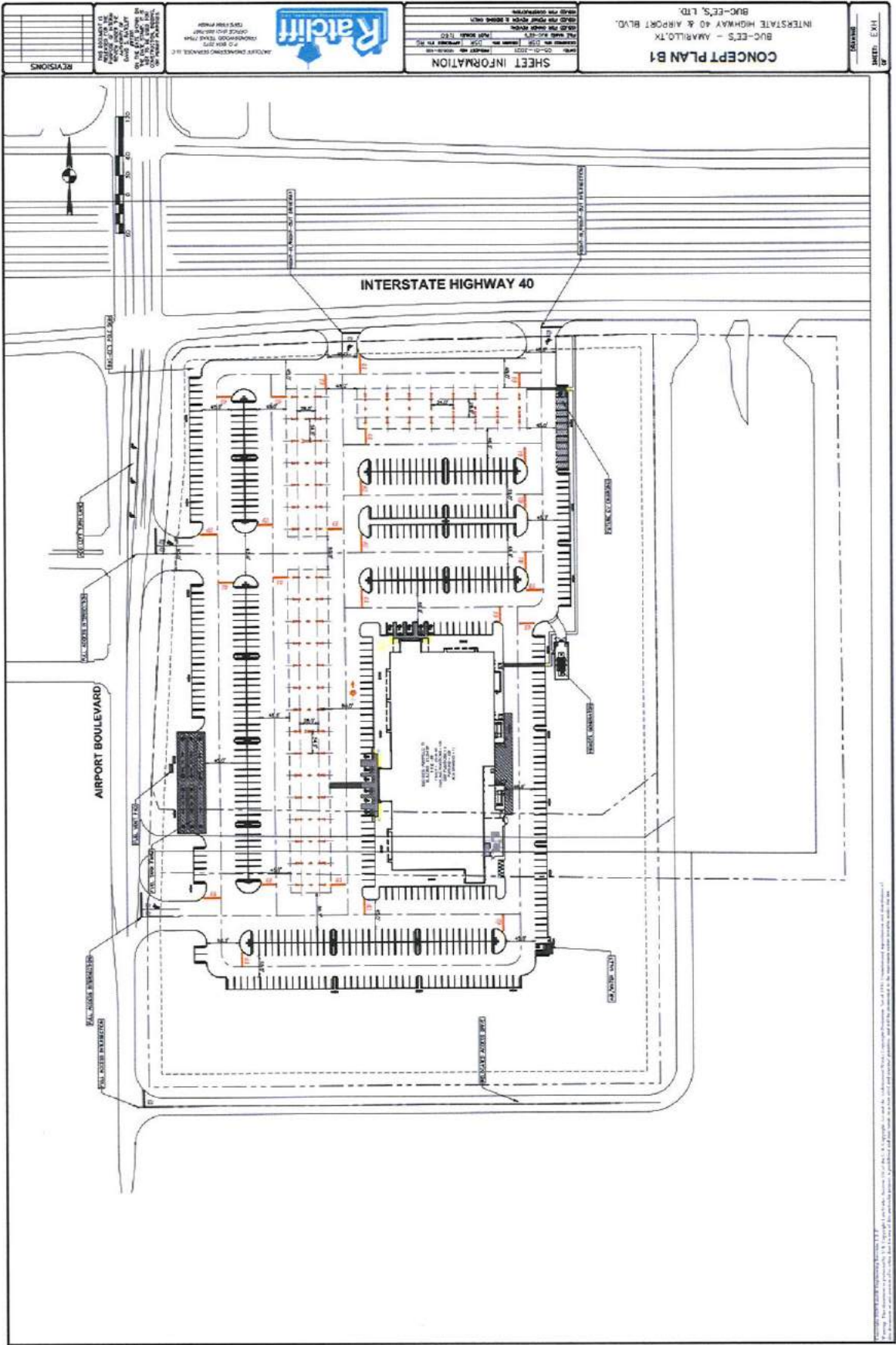


EXHIBIT C

JOB COMPLIANCE AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

On this day personally appeared _____ - a person known to me, who,
being duly sworn, stated as follows:

1. "My name is _____. I am over 21 years of age, have never been convicted of a felony, and am fully competent to testify to the truth of the matters stated herein. To the best of my knowledge, each and every statement contained herein is true and correct.
2. I am the _____ of Buc-ee's Amarillo, LLC, a Delaware limited liability company
3. Buc-ee's Amarillo, LLC, and/or its affiliates, has/have directly maintained from January 1, 20__ through December 31, 20__, an average of at least 150 full time equivalent jobs at the Buc-ee's travel center located in Amarillo, Texas."

Further Affiant sayeth not.
_____.

Printed Name: _____

Sworn and subscribed to before me this _____ day of _____ 20__.

Notary Public in and for the State of Texas

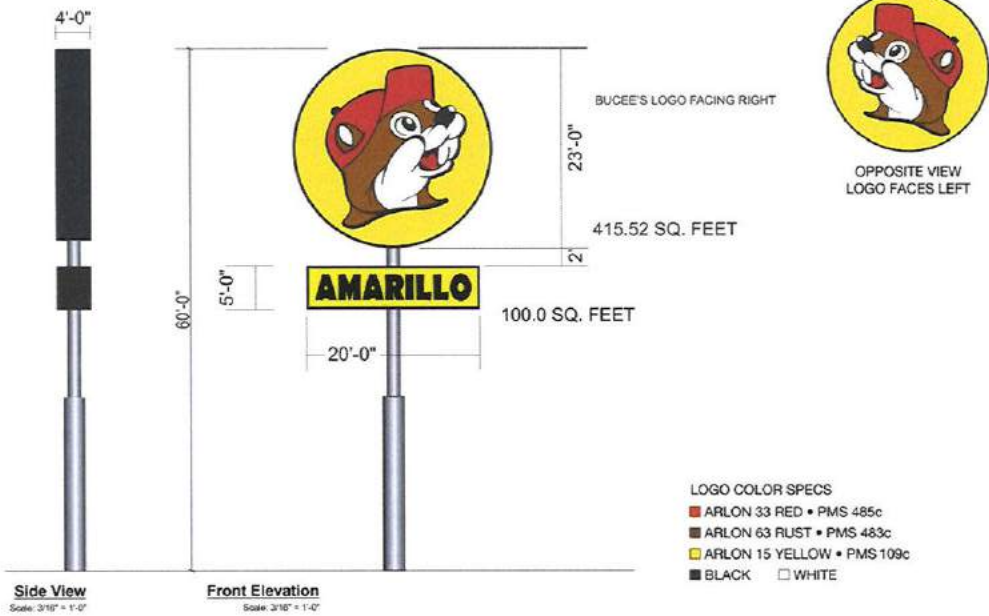
Job Compliance Affidavit

Economic Development Agreement

EXHIBIT C

EXHIBIT D

60FT HIGH RISE PYLON
23'-0" LOGO
5'-0" X 20'-0" NAME CABINET



	This drawing is a preliminary drawing and is not to be used for construction or other purposes without the written approval of the designer. It is for informational purposes only and is not to be used for any other purpose. The designer assumes no responsibility for the accuracy or completeness of the information provided in this drawing. The user of this drawing assumes all responsibility for the accuracy and completeness of the information provided in this drawing.	BUC-005 Amarillo, TX	Project ID#: 129938 Project Mgr: Brenda A. Designer: Josh D. Created on: 01/13/2022	REVISION	

Amarillo City Council

Agenda Transmittal Memo

AMARILLO
ECONOMIC
DEVELOPMENT



B

Meeting Date	February 8, 2022	Council Pillar	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption

CONSIDER APPROVAL – LOCATION INCENTIVE AGREEMENT – BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND HORIZON AG PRODUCTS

This item considers the approval of a Location Incentive Agreement (LIA) between Amarillo Economic Development Corporation (AEDC) and Horizon Ag Products (HAP) for an project estimated at \$20,000,000 in improvements and equipment. Under the LIA, AEDC will provide HAP \$480,000 for the creation of up to 40 full-time employees to be paid out over 10 years based on a 10-year performance term.

Agenda Item Summary

Horizon Ag Products

Highlights of the project include:

- \$20 MM estimated improvements & equipment
- 40 new employees projected
- \$2,400,000 new annual payroll projected
- Incentive of \$480,000 for job creation paid over 10 years as they are created

AEDC will provide Horizon Ag Products \$480,000 for the creation of up to 40 FTE's. These funds will be paid out over 10 years and will be based on a 10-year performance term.

Based on the level of capital investment, full-time jobs created, and projected payroll, the AEDC Board of Directors approved the LIA on January 19, 2022, with a 3-0 vote.

Requested Action

Approval of the Location Incentive Agreement as presented.

Funding Summary

\$480,000 for Job Incentive.

Staff Recommendation

AEDC Board approved location incentive agreement 3-0 on January 19, 2022. AEDC staff is recommending approval of the Location Incentive Agreement.

LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
HORIZON AG-PRODUCTS, L.P.

This Agreement, entered into effective as of the _____ day of _____, 2021 (“**Effective Date**”), is by and between the **AMARILLO ECONOMIC DEVELOPMENT CORPORATION** (“**Amarillo EDC**”), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and **HORIZON AG-PRODUCTS, L.P.**, a Texas limited partnership (“**HAP**”).

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

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

HAP is in the business of manufacturing and selling organic-based soil amendments and fertilizer additives for commercial agriculture. **HAP** desires to establish and expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive workforce of a size **HAP** believes is capable of supporting expansion of Amarillo Operations.

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

The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity in which HAP owns at least a 50% equity interest and that executes and delivers to Amarillo EDC , in form and substance reasonably satisfactory to Amarillo EDC , an agreement to be bound by the reporting requirements of this Agreement.
Amarillo Operations	HAP’s and its Affiliates’ manufacturing and selling operations provided primarily at or from the Facility with jobs categorized primarily in NAICS Sector Number 32
Date One	December 31, 2023
Date Two	December 31, 2024
Date Three	December 31, 2025
Date Four	December 31, 2026
Date Five	December 31, 2027
Date Six	December 31, 2028
Date Seven	December 31, 2029
Date Eight	December 31, 2030
Date Nine	December 31, 2031
Date Ten	December 31, 2032

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

b. Each Expansion Grant will be up to \$60,000, payable in ten (10) annual installments of up to \$6,000 each, subject to reduction as described in Section 2(c). **HAP** will be eligible for one Expansion Grant for each full Expansion Increment newly created prior to Date Two. **HAP** agrees to maintain each Expansion Increment in Amarillo Operations for a nine-year period beginning at the end of the Performance Year in which each such Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date One, the nine-year Expansion Grant retention requirement for such increment begins on January 1, 2024. **No Expansion Increment will be deemed to have been created unless and until both the full five FTEs and \$275,000 in Payroll for such Expansion Increment have been newly created.**

c. The first of ten (10) annual Expansion Grant installments called for under Section 2(b) will be due after the Performance Year in which a full Expansion Increment is first newly created. For each of the nine (9) years thereafter, if **HAP** maintains both the additional five FTEs and \$275,000 in Payroll related to such Expansion Increment, there will be no deduction from the Expansion Grant installment amount due under Section 2(b) for such year and Expansion Increment. If **HAP** fails to maintain one or both of the FTE or Payroll amounts related to an Expansion Increment in any of the nine (9) Performance Years following the Date on which an Expansion Increment is newly created, the Expansion Grant installment related to such year and Expansion Increment will be reduced or eliminated altogether, as follows:

1. Should **HAP** meet only one of either the FTE or Payroll amounts required (five for FTEs and \$275,000 for Payroll) related to an Expansion Increment in a Performance Year, and miss the other target by no more than five percent (5%) of Payroll or ten percent (10%) of FTEs, the Expansion Grant installment called for under Section 2(b) for such year will be calculated as follows: $\$6,000 \times (\text{Actual amount of FTE or Payroll maintained} / [\text{figure that fell short of the required amount}])$ related to such Expansion Increment / [five if FTEs fell short or \$275,000 if Payroll fell short].
2. There will be no Expansion Grant installment due for any Performance Year under Section 2(b) if either: (i) **HAP** meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being five FTEs and \$275,000 in Payroll for each Expansion Increment), and misses the other target by more than five percent (5%) of Payroll or ten percent (10%) of FTEs; or (ii) **HAP** fails to achieve (by any margin) both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **HAP** will give rise to a payment obligation of **Amarillo EDC** related to prior deductions from Expansion Grant payments. The denominator of the fraction in Section 2(c)(1) will only ever be five or \$275,000, depending on whether the additional FTE or Payroll requirement was missed for such year.

d. The Payroll and FTE Reports required to be provided by **HAP** under Section 4 will be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each payment from **Amarillo EDC** required under this Section 2 will be payable within thirty (30) days of **Amarillo EDC**'s receipt and approval of each Payroll and FTE Report (defined below) or other report or back-up documentation reasonably acceptable to **Amarillo EDC** establishing **HAP**'s right to such payment.

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

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

3. **Potential Repayment Obligation of HAP.**

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

b. For purposes of this Section 3, Amarillo Operations will be conclusively deemed to have ceased if (i) **Amarillo EDC** reasonably determines that Amarillo Operations have been permanently or indefinitely discontinued; (ii) **HAP** fails to timely provide the reports required under this Agreement for more than one Performance Year, subject to the notice and opportunity to cure process in Section 8; or (iii) for any year in which **HAP** is eligible for a payment under this Agreement, **HAP** maintains less than fifty percent (50%) of the total FTEs or Payroll reported for the prior year. A temporary halt, temporary delay, business disruption, or similar occurrence lasting less than forty-five (45) consecutive days, whether or not caused by a force majeure event, does not on its own constitute a cessation of operations.

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

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

b. **HAP** also will allow **Amarillo EDC** and its agents to reasonably examine **HAP's** applicable records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request. **Amarillo EDC** understands that such information will be for **Amarillo EDC's** use solely to confirm the accuracy of reports required hereunder and to enforce **Amarillo EDC's** rights under this Agreement. Subject to the Public Information Laws (defined below), **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that a **HAP** representative will have the right to accompany **Amarillo EDC** or its agents during such review. **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain copies or transcriptions of **HAP** records reviewed under this Section 4(b). Any inspection will be done with at least five days' advance notice to **HAP**, will occur during normal working hours, and will continue from day-to-day until complete. Prior to any examination under

this Section 4(b), **HAP** may, and **Amarillo EDC** may require **HAP** to, redact social security numbers from all such records.

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

d. To qualify as an Affiliate of **HAP** under this Agreement, each such Affiliate must execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** reasonably deems appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 4 and to have an authorized corporate officer certify all reports required hereunder as true and correct to **Amarillo EDC**. The qualification of any third-party as an Affiliate under this Agreement will in no way alter the incentive payment procedures under this Agreement.

e. The tranche or increment of FTEs and Payroll on which each Expansion Increment is measured will rise with the establishment of each Expansion Increment. So, for example, if the second Expansion Increment is established (representing FTEs 6-10 and Payroll of \$275,001 to \$550,000 over and above the FTE Floor and Payroll Floor, respectively) but FTE or Payroll levels fall back under 6 and \$275,001, respectively, no new Expansion Increment will be deemed to have been created if FTEs and Payroll levels rise back up to ten FTEs and \$550,000 in Payroll, over and above the FTE Floor and Payroll Floor, respectively. Similarly, the expiration of the nine-year retention period for the annual Expansion Grant payments under Section 2(c) related to any Expansion Increment will not alter or affect the tranche or increment of FTEs and Payroll used to determine qualification for an Expansion Grant installment.

f. The Payroll and FTE Reports, as confirmed or modified by an audit by **Amarillo EDC** allowed under this Agreement, will be used to determine **HAP's** qualification for any Expansion Grant installments under Section 2(c) and the repayment obligation under Section 4(c).

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

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

b. The expansion of Amarillo Operations has been duly authorized by the General Partner and this Agreement and the performance by **HAP** of its obligations under this Agreement are not in contravention of any law, rule or regulation or of the provisions of **HAP's** certificate of formation or limited partnership agreement (or similar formation or governing document), or of any agreement or instrument to which **HAP** is a party or by which it may be bound.

c. No litigation or governmental proceeding is pending, or, to the knowledge of any of **HAP's** officers, threatened against or affecting **HAP**, which may result in a material

adverse change in **HAP's** business, properties, or operations sufficient to jeopardize **HAP** as a going concern.

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

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

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

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

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

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

7. **Force Majeure.** If, by reason of force majeure, such as war, riot, sabotage, blockage, embargo, failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority, labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; pandemic; epidemic; government lockdown or quarantine; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty, any party is reasonably unable to fulfill its obligations under this Agreement, such party will use reasonable and diligent effort to rectify the situation within a reasonable time, which period will, in no event, be longer than three (3) months, and which period will be added to any scheduled period or deadline hereunder. A force majeure event pauses a party's performance obligation for the duration of the event, subject to the limit in this Section 7, but does not excuse it.

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

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

- b. The appointment of a receiver of **HAP** or the General Partner, or of all or any substantial part of either of their property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- c. The filing by **HAP** or the General Partner of a petition to be adjudged bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- d. The failure of **HAP** or the General Partner to pay or perform any of its obligations under this Agreement within the time periods required by this Agreement.
- e. Any material misrepresentation or materially inaccurate report, whether or not knowingly or intentionally provided, of **HAP to Amarillo EDC**; provided that inaccuracies in any Payroll and FTE Report will be “material” only if such reports over-stated FTE or Payroll levels by more than two and one-half percent (2.5%).

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

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

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

For Amarillo EDC

Attn: Mr. Kevin Carter, President/CEO
Amarillo Economic Development Corporation
600 S. Tyler St., Suite 1600
Amarillo, Texas 79101
Reporting@AmarilloEDC.com
Kevin@AmarilloEDC.com

With a copy (which will not constitute notice) to

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

For HAP

Attn: Michael Farmar
Horizon Ag-Products, L.P.
1819 Denver West Dr., Suite 350
Lakewood, Colorado 80401
Email: mfarmar@horizonag.com

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

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

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

13. **Tax Abatement.** **Amarillo EDC** will reasonably cooperate in **HAP's** application for tax abatement on the Facility under Chapter 312 of the Texas Tax Code to any taxing authority with jurisdiction over the Facility. While the taxing districts have historically been receptive to requests for tax abatement when significant investment in real property and job creation are shown, **Amarillo EDC** has no authority over such taxing districts and does not guaranty or represent that **HAP** will be granted tax abatement by any or all of the tax districts.

14. **Certification Regarding Undocumented Workers.**

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

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

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

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

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

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kevin Carter, President and CEO

HORIZON AG-PRODUCTS, L.P.

By: Biosystems USA, L.L.C., its general partner

By: _____
Michael Farmar, President and CEO

EXHIBIT A
FORM OF PAYROLL AND FTE REPORT

[HAP LETTERHEAD]

I, _____[PRINTED NAME]_____, as _____[TITLE]_____ of Biosystems USA, L.L.C., a Texas limited liability company as sole general partner of Horizon Ag-Products, L.P., a Texas limited partnership (“**HAP**”), provide this report in connection with that certain Location Incentives Agreement (“**Agreement**”) between HAP and the Amarillo Economic Development Corporation (“**Amarillo EDC**”) dated effective as of _____, 2021. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

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

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

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

Printed Name: _____
Title: _____

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Pillar	Economic Development
Department	Amarillo Economic Development Corporation		
Contact	Kevin Carter, President and CEO		

Agenda Caption
CONSIDER APPROVAL – TAX ABATEMENT AGREEMENT – BETWEEN CITY OF AMARILLO AND AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND QUASAR AMARILLOTX, LLC AND RAH ARLINGTON I, LLC AND HORIZON AG-PRODUCTS LLP

This item considers approval of a Tax Abatement Agreement between the City of Amarillo, the Amarillo Economic Development Corporation, Quasar AmarilloTx, LLC, RAH Arlington I, LLC, and Horizon Ag-Products LLP. The agreement would provide for an abatement of future taxes on the construction and equipment costs at 100% abatement for 10 years on \$20,000,000 estimated cost of improvements and equipment.

Agenda Item Summary
Horizon Ag Products is looking to improve the property located at 421 SE 34 th Avenue for a manufacturing facility that will produce organic soil amendments.

Highlights of the project include:

- \$20 MM estimated improvements & Equipment
- 40 new employees projected
- \$2,400,000 new annual payroll projected
- Incentive of \$480,000 for job creation paid over 10 years as they are created

AEDC is asking the City Council to approve an abatement of future taxes on the construction and equipment costs. AEDC is recommending 100% abatement for 10 years on the above costs.

Requested Action
Approval of the Tax Abatement Agreement as presented.

Funding Summary
n/a

Staff Recommendation
AEDC staff is recommending approval of the Tax Abatement Agreement.

**TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO,
QUASAR AMARILLOTX, LLC, RAH ARLINGTON I, LLC, AND HORIZON AG-
PRODUCTS, L.P.**

STATE OF TEXAS §
 §
COUNTY OF RANDALL §

This Tax Abatement Agreement ("**Agreement**"), is entered into as of this 8th day of February, 2022 ("**Effective Date**"), by and between the City of Amarillo, Texas ("**City**"), a home rule city and municipal corporation located in Potter and Randall Counties, Texas, duly acting herein by and through its City Manager or other designated representative, Quasar AmarilloTx, LLC, a Texas limited liability company ("**Quasar**"), RAH Arlington I, LLC, a Texas limited liability company ("**RAH**") (hereinafter together "**Owners**"), and Horizon Ag-Products, L.P., a Texas limited partnership ("**Horizon**").

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas ("**City Council**") indicated its election to be eligible to participate in Tax Abatements in the Resolution Adopting Guidelines and Criteria for Tax Abatement in the City of Amarillo ("**Policy Statement**"), by the passage of Resolution No. 7-26-88-1 on the 21st day of July, 1988; and

WHEREAS, on the 24th day of August, 2021, the City Council readopted the Policy Statement by the passage of Resolution No. 08-24-21-1; and

WHEREAS, the City's current Policy Statement entitled:

RESOLUTION ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES
FOR THE
CITY OF AMARILLO

Is attached as Exhibit A hereto; and

WHEREAS, the Policy Statement constitutes appropriate "guidelines and criteria" governing tax abatement agreements which may be entered into by the City as contemplated by the Texas Tax Code ("**Tax Code**"), and provides for the availability of tax abatement for both new facilities and structures and for the contemplated expansion or modernization of existing facilities or structures; and

WHEREAS, entering into this Agreement will produce public benefits:

- 1) enhancing and diversifying the economic and industrial bases of the Amarillo area;
- 2) contributing to the retention and expansion of primary employment; and
- 3) attracting major investment that will be of benefit to the Premises (as hereafter defined) and that will contribute to the economic development of the City; and

WHEREAS, on the 8th day of February, 2022, the City Council adopted Ordinance No. _____ establishing City of Amarillo Reinvestment Zone No. 16 ("**Zone**") for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, Owners currently hold title to the Premises, but Horizon expects to receive title to the Premises under a commercial real estate purchase agreement between Owners and Horizon ("**Purchase Agreement**"); and

WHEREAS, the contemplated uses of the Premises (a manufacturing, office, warehouse, and distribution facility along with appropriate furnishings and equipment), the contemplated improvements to the Premises as set forth in this Agreement, the contemplated equipment, and other business personal property, and the other terms of this Agreement will encourage

development of the Zone, are in accordance with the purposes for its creation, and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, Horizon's use of the Premises is expected to favorably influence the economic and employment base of the City, to wit: within two (2) years to provide 36 new full time jobs; and

WHEREAS, the City Council finds that the improvements sought are feasible and practical and will be of benefit to the Premises, the Zone, and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the proposed Qualified Facilities and Qualified Personal Property (as hereafter defined) subject to this Agreement meet the applicable guidelines and criteria previously adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the law, to the presiding officers of the governing bodies of each of the taxing units in which the Premises subject to the Agreement is located;

NOW, THEREFORE, the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment to the Zone and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; Owners, and Horizon for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by each, which consideration includes the tax abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, do hereby contract and agree as follows:

1. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1) "Tax Code" means the relevant provisions of the Texas Tax Code.
- 2) "Eligible Property Value" shall mean the value of Horizon's Qualified Facilities and Qualified Personal Property that:
 - a) is eligible for tax abatement under Tax Code Chapter 312 (which shall not include the real property's current value – only increase in value of the real property may be exempted); and
 - b) has taxable situs in the Zone on January 1 of the first tax year as set forth in Section 3 or on January 1 of any subsequent tax year as set forth in Section 3.

However, pursuant to Tax Code Section 312.204, tangible personal property that was located on the Premises before the beginning date of the abatement period shall not be eligible for tax abatement. Supplies and inventory located in the Zone at any time shall not be eligible for tax abatement.

- 3) "Qualified Facilities" shall mean the buildings and other improvements constructed by or for the benefit of Horizon for design, assembly, manufacturing, storage, training, repair, or other purposes in the Zone, consisting of an approximately 115,000 ft² manufacturing, office, warehouse, and distribution facility (whether in one or more structures) expected to cost, together with the Qualified Personal Property, approximately \$4,400,000.00.
- 4) "Qualified Personal Property" shall mean the machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312, consisting of furniture, fixtures, and equipment sufficient to carry on Horizon's operations and expected to cost, together with the Qualified Facilities, approximately \$19,000,000.00, and that:
 - a) is owned by Horizon or a third party as described in Section 2(11)(b);

- b) is located in the Zone; and
 - c) but for this Agreement would be subject to appraisal by the Randall County Appraisal District or its successor for the applicable tax year.
- 5) "Premises" shall mean the parcel of land owned by Owners and to be owned by Horizon under the Purchase Agreement in Amarillo, Randall County, Texas, as described on Exhibit B, which is attached hereto and incorporated by reference, and is located within the Zone (or that entirely constitutes the Zone).
 - 6) "Abatement" shall mean the tax abatement rate in those percentages set forth in Section 5 for each applicable year.

2. General Provisions

- 1) Horizon agrees that its use of the Premises will be in accordance with applicable state and local laws and regulations.
- 2) The parties agree that the periods of abatement under this Agreement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs to be created by Horizon.
- 3) The procedures followed by the City in the enforcement and administration of this Agreement will conform to the requirements of the Tax Code and other applicable law. To the extent possible, these procedures will be undertaken in coordination with Horizon's corporate, public, employee, and business relations requirements.
- 4) The Premises are presently owned by Owners and are to be owned (in whole or in part) by Horizon under the Purchase Agreement. Owners join herein solely as accommodation parties currently owning the Premises; provided, however, that all parties hereto agree that the Purchase Agreement is the sole agreement between Owners and Horizon with respect to the transfer of all or part of the Premises, and this Agreement does not create, and shall not be construed to create, an independent obligation of Owners to convey any part of the Premises to Horizon. The Premises are located solely within the corporate limits of the City and within the Zone.
- 5) The Premises and Qualified Facilities are not an improvement project financed by tax increment bonds.
- 6) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.
- 7) The Premises and Qualified Personal Property are not owned or leased by any member of the Amarillo City Council or any member of the Planning and Zoning Commission of the City or a member of the governing body of any taxing units joining in or adopting this Agreement.
- 8) The City has adopted guidelines and criteria governing tax abatement agreements and it has the authority to enter into this Agreement.
- 9) This Agreement is intended to comply with the requirements of law and is authorized by the Texas Property Redevelopment and Tax Abatement Act, Tax Code Chapter 312, the Policy Statement, and by resolution of the City Council of the City of Amarillo authorizing execution of this Agreement.
- 10) During the period of tax abatement herein authorized, Horizon shall be subject to taxation on all real and personal property not abated or otherwise exempted.
- 11) This Agreement shall apply to Qualified Facilities and Qualified Personal Property which is owned by:
 - a) Horizon; or
 - b) A third party when

- i) Horizon is contractually obligated to pay taxes on said personal property; and
 - ii) Horizon renders said personal property for taxation.
- 12) The construction and development of the Qualified Facilities and Qualified Personal Property contemplated by this Agreement will be diligently pursued by Horizon and may occur in Phases. Each Phase will be created as set forth in Section 4 of this Agreement.

3. Term and Abatement Period

An eight (8) year tax abatement is hereby granted to Horizon on the Eligible Property Value, subject to meeting the conditions herein. For each Phase (as hereafter defined), the eight (8) year abatement period commences beginning on January 1 of the first tax year for which Horizon files an approved abatement application with the Randall County Appraisal District. For each subsequent Phase, the eight (8) year abatement period commences on January 1 of the first tax year for which Horizon timely files an approved abatement application for that Phase with the Randall County Appraisal District.

4. Construction May Occur in Phases

At its option, Horizon may elect to stage development of the Qualified Facilities and Qualified Personal Property to occur at different times within the Zone. If Horizon chooses to make this election, each individual Phase shall be eligible for Abatement under the terms of this Agreement for a period of eight (8) years.

Horizon will designate each Phase by metes and bounds or by description of the improvement or property sought to be abated, to be submitted with the first Tax Abatement application filed on each Qualified Facility or Qualified Personal Property in that Phase. Each Phase so designated will be sequentially numbered as Phase 1, Phase 2, and so forth. Thereafter, the Qualified Facilities and Qualified Personal Property in each Phase shall be the subject of a separate Tax Abatement application as may be required by law. For purposes of identifying property within a Phase, it shall be sufficient to generally identify the improvement or property by its use or purpose and relative geographic location to other existing improvements.

The deadline for designating a Phase under Section 4 of this Agreement coincides with the expiration of the Zone, being the fifth (5th) anniversary of the establishment of the Zone, unless renewed or extended to a later date by the City.

5. Rate of Abatement

The rate and scope of tax abatement shall be as follows:

- 1) Scope of Abatement. The annual rate of abatement will be applied as set forth below to the Eligible Property Value.
- 2) Annual Rate of Abatement. The following shall be the annual rate of tax abatement. The rate of abatement shall be applied separately to the Eligible Property Value in each Phase created under this Agreement for each applicable tax year.

<u>Year of Abatement</u>	<u>Rate of Abatement on Incremental Increase</u>
1	80%
2	80%
3	80%
4	80%
5	80%
6	80%
7	80%
8	80%

6. Records and Audits

- 1) At all times throughout the term of this Agreement and upon at least 24 hours prior notice to Horizon, the City and the Randall County Appraisal District shall have reasonable access to the Premises by their employees or agents, accompanied by Horizon personnel, for the purpose of inspecting the Premises to ensure the Qualified Facilities and Qualified Personal Property are maintained in accordance with the conditions of this Agreement and shall have access to the books and records of Horizon for purposes of determining compliance with state law and this Agreement.
- 2) Before December 31 of each year, Horizon must certify in writing to the governing body of each participating taxing unit that it is in compliance with each term of this Agreement; provided, however, that Horizon shall not be considered in default hereunder until the applicable party has received notice of non-compliance, and has had a period of time (not to exceed 30 days) to provide the required certification.

7. Performance Requirement

Horizon shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which Horizon is in default of this Agreement following the expiration of the applicable cure period set forth in, or authorized pursuant to, Section 8 of this Agreement.

8. Breach and Default

In the event that Horizon:

- 1) fails to make the improvements or repairs;
- 2) allows *ad valorem* taxes on the Premises, Qualified Facilities, or Qualified Personal Property subject to abatement to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or appeal of such *ad valorem* taxes;
- 3) fails or refuses to timely file the documents required to be filed with the State Comptroller or local tax appraisal district in connection with the tax abatement set forth in this Agreement; or,
- 4) breaches any of the terms or conditions of this Agreement;

then Horizon shall be in default of this Agreement.

If Horizon defaults in its performance of 1, 2, 3, or 4 above, the City shall give Horizon written notice of default. If Horizon has not cured such default within ninety (90) days of receipt of written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral, Horizon shall be in default for that tax year. However, if such default is not reasonably susceptible of cure within such ninety (90) day period, whether or not due to causes within the control of Horizon, and Horizon has begun efforts to cure the default, then after first advising the City of its efforts, Horizon may utilize an additional one hundred eighty (180) days to cure the default. Time in addition to the foregoing two hundred seventy (270) day cure period may be authorized by the City, in its sole and absolute discretion.

Failure to timely cure any default will result in the cancellation of this Agreement and the retroactive loss of the tax abatement. Additionally after the expiration of the applicable notice and cure periods, all taxes which would have otherwise been paid to the City during the tax year in which the default occurs without the benefit of abatement plus ten percent (10%) interest beginning on the date of expiration of the cure period will be owed by Horizon to the City as liquidated damages. This amount shall be due and owing to the City within sixty (60) days of the expiration of the above referenced cure period, subject to all lawful offsets, settlements, deductions, or credits to which Horizon may be entitled. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

If the default is cured after the expiration of the two hundred seventy (270) day cure period provided but no later than three hundred sixty-five (365) days after default, then the terms and conditions of this Agreement may be reinstated for the remaining number of years available under Section 3 in which an abatement has not yet been enjoyed.

9. Sale, Assignment, or Lease of Property; Termination

- 1) This Agreement may be assigned (in whole or in part) by Horizon to an entity controlling, controlled by, or under common control with Horizon without further consent of the City.
- 2) This Agreement may be assigned (in whole or in part) by Horizon to any other entity only with the consent of the City, which consent shall not be unreasonably withheld.
- 3) This Agreement shall terminate in the event that Owners or Horizon notify City that Horizon has not acquired the Premises (or a portion thereof) pursuant to the terms and conditions of the Purchase Agreement.

10. Indemnity

It is understood and agreed among the parties that Horizon, in performing its obligations hereunder, are acting independently of City and Owners. City and Owners assume no responsibilities or liabilities in connection therewith to Horizon or third parties, and City agrees that Owners have no responsibility or liability under this Agreement with respect to the obligations of Horizon. Horizon agrees to indemnify and hold City and Owners and their agents, employees, and officers harmless from penalties, fines, damages of every kind, attorney fees, costs, and interest that arise out of or relate to Horizon's acts or omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement provided, however, such indemnity shall not extend to matters outside the scope of this Agreement.

11. Notice

Any notice called for or required by this Agreement shall be considered delivered when actually received by a party at the following address, or at such other address as may be designated in writing.

For Horizon:

Horizon Ag-Products, L.P.
1819 Denver West Dr., Suite 350
Lakewood, Colorado 80401
Attention: Michael Farmer
Email: mfarmer@horizonag.com

For Quasar AND RAH:

Quasar AmarilloTx, LLC
RAH Arlington I, LLC
4808 Gibson, 3rd Fl.
Houston, Texas 77007
Attention: Ronny Hecht
Email: _____

For City of Amarillo, Texas:

City Manager
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186-1971
Fax (806) 378-8394

12. City Authorization

This Agreement was authorized by Resolution of the Amarillo City Council approved by a majority of the City Council at a regularly scheduled meeting in accordance with applicable provisions of the Tax Code. The resolution authorized the City Manager, or designee, to execute this Agreement on behalf of the City.

13. Horizon Authorization

This Agreement was entered into by Horizon pursuant to proper authority whereby an authorized executive officer of Horizon, signing below, was authorized to execute this Agreement on behalf of Horizon.

14. Severability

If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and read as if the parties intended at all times to delete the invalid section, subsection, paragraph, sentence, phrase, or word.

15. Estoppel Certificate

Any party hereto may request an estoppel certificate from another party if the certificate is requested in connection with a bona fide business purpose. The estoppel certificate will be addressed as requested by the party, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of primary Abatement in effect, and such other matters reasonably requested by the party.

16. Horizon Standing

Horizon shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and Horizon shall be entitled to intervene in said litigation.

17. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Randall County, Texas. This Agreement is performable in Randall County, Texas.

18. Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Randall County, Texas.

19. Entire Agreement

This Agreement contains the entire agreement of the parties on the subject matter herein. This Agreement supersedes any prior written or oral tax abatement agreements or representations between the parties. It may only be modified by written instrument signed by the parties.

Notwithstanding the foregoing provisions, this Agreement does not modify, alter, or amend any other agreement or instrument between the City, Owners, and/or Horizon relating to matters other than the abatement of ad valorem taxes on the Eligible Property Value. This Agreement is being executed in multiple originals which are being distributed for execution to Horizon, Owners, and the City. Each party agrees that its sole execution of an original shall constitute its consent to, and acceptance of the Agreement, without the necessity of a single copy being executed by all parties.

{Signature Pages Follow}

Executed to be effective as of the Effective Date.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

Attest:

Stephanie Coggins, City Secretary

Approved as to form:

Bryan S. McWilliams, City Attorney

City's Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF RANDALL §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jared Miller, City Manager of the City of Amarillo, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Amarillo, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Amarillo, and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

HORIZON AG-PRODUCTS, L.P.

By: Biosystems USA, L.L.C., its sole general partner

By: _____
Michael Farmer, Member and Manager

Horizon Acknowledgment

HORIZON AG-PRODUCTS, L.P.

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Michael Farmer as Member and Manager of Biosystems USA, L.L.C., a Texas limited liability company, as sole general partner of Horizon Ag-Products, L.P., a Texas limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said general partner on behalf of the limited partnership, that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of _____

QUASAR AMARILLOTX, LLC

By: _____

Printed Name: _____

Title: _____

Quasar Acknowledgment

QUASAR AMARILLOTX, LLC

STATE OF TEXAS §
 §
COUNTY OF RANDALL §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared _____, as _____ of Quasar AmarilloTx, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Quasar AmarilloTx, LLC, that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

RAH ARLINGTON I, LLC

By: _____

Printed Name: _____

Title: _____

RAH Acknowledgment

RAH ARLINGTON I, LLC

STATE OF TEXAS §
 §
COUNTY OF RANDALL §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared _____, as _____ of RAH Arlington I, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of RAH Arlington I, LLC, that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT A

POLICY STATEMENT

08/17/2021 _____

RESOLUTION NO. 08-24-21-1

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS
CITY COUNCIL: ADOPTING GUIDELINES AND
CRITERIA FOR TAX ABATEMENT WITHIN
REINVESTMENT ZONES FOR THE CITY OF
AMARILLO; PROVIDE A SEVERANCE CLAUSE;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to participate in tax abatements from time to time as the City Council may find appropriate, in accordance with the criteria and guidelines herein adopted;

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

SECTION 1. That for tax abatements in reinvestment zones adopted by the City of Amarillo, the fundamental purpose is to stimulate growth and create jobs, and the following guidelines and general criteria will apply:

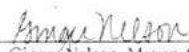
- A. Tax abatements may be provided for both new facilities and structures and for the expansion or modernization of existing facilities and structures. Each project proposed for tax abatement shall be considered individually on its own merits, benefit to the public, and in context of any other economic incentives for the project or existing in the reinvestment zone.
- B. The developer, property owner, project owner, or other recipient of a tax abatement must annually certify in writing to the governing body of each participating taxing unit that the developer, owner or recipient is in compliance with each applicable term of the agreement.
- C. Only the taxable value of improvements to real property or tangible personal property that is brought to the real property after the execution of a tax abatement agreement will qualify for tax abatement.
- D. A tax abatement agreement must ensure that the periods of abatement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created.
- E. Expansion or modernization of existing facilities qualifies for tax abatement if the expansion meets the qualifications for capital expenditures and retention of or creation of new jobs nets new jobs. The number of jobs created must be new jobs and not replacement of jobs which were in the payroll within the year immediately prior to application for tax abatement. A tax abatement shall not be granted if the facility has been the subject of or included in a prior tax abatement agreement.
- F. If a new facility is constructed to replace an existing facility, and the existing facility is abandoned by the developer, property owner, project owner, or other recipient of a tax abatement, only the difference in taxable value of the new facility over the existing facility will qualify for tax abatement.
- G. An agreement will be executed by the developer, property owner, project owner, or other recipient of a tax abatement which incorporates the terms of this resolution and includes any other site and development specific terms which might be found applicable at the time.
- H. The tax abatement agreement will require, among other things, that the City of Amarillo will have the right of access to the site and books and records of the applicant for tax abatement to determine compliance with statutory requirements and the agreement. Failure to fulfill any of the requirements of the agreement will result in cancellation of the agreement and retroactive loss of tax abatement.

SECTION 2. 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.

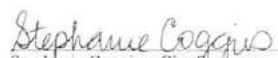
SECTION 3. This Resolution is immediately effective upon passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this the 24 day of August, 2021.

THE CITY OF AMARILLO


Ginger Nelson, Mayor, City of Amarillo

ATTEST:


Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

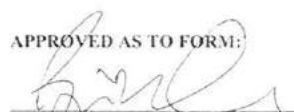

Bryan S. McWilliams, City Attorney

EXHIBIT B

Property Description

Tract 1:

Being a tract of land containing 9.57 acres out of Section 171, Block 2, AB&M Survey, Randall County, Texas, and being described by metes and bounds as follows:

BEGINNING at the Southeast corner of Section 171, Block 2, AB&M Survey, appoint in Southeast 34th Avenue;

THENCE S. 89 degrees 50 minutes W. along the South line of Section 171 a distance of 1, 035.3 feet to a point;

THENCE N. 30 feet to a 1/2 inch iron pipe, the Southeast and Beginning corner of this survey, also being a point in the West property line of Llano Cemetery;

THENCE S. 89 degrees 50 minutes W. 502.5 feet to a 3/4 inch iron rod in the Easterly R.O.W. line of the AT&SF Railroad;

THENCE N 16 degrees 54 minutes 40 seconds E. parallel with and 352.2 feet from the center line of said Railroad a distance of 1, 722.45 feet to a 1-1/4 inch iron pipe;

THENCE N. 89 degrees 50 minutes E. 3.66 feet to a 1/2 inch iron pipe in the West line of the Llano Cemetery property;

THENCE S. 00 degrees 04 minutes 35 seconds W. along the West line of the Llano Cemetery property a distance of 1,646.53 feet to the Beginning corner of this tract.

Tract 2:

A parcel of land situated in the Cit of Amarillo, County of Randall, State of Texas lying in Section 171, Block 2 A. B. & M. Survey, Abstract Number 43, being a portion of those certain land acquired by the Pecos and Northern Texas Railway Company (predecessor in interest to the Atchison, Topeka and Santa Fe Railway Company) and the Atchison, Topeka and Santa Fe Railway Company by the following deeds;

(1) Deed dated November 19, 1907 from J.W. Crudgington recorded January 29, 1908 in Deed Volume 18, at Pages 64 et seq. of the Records of Randall County;

(2) Deed dated September 12, 1968 from Verl T. Hawbaker and Blackburn Brothers, Inc, in Deed Volume 446 at Page 317 of the Records of Randall County, Texas.

More particularly described as follows:

Commencing at the Southeast corner of said Section 171, Block 2, A. B. & M. Survey;

Thence South 89° 50' 00" West (bearing assumed for the purpose of this description) along the Southerly line of said Section 171 a distance of 1,035.3 feet;

Thence North 00° 04' 35" East, 30 feet to a 1/2 inch pipe set October 27, 1971 for a survey point by Jimmie Nail (Surveyor);

Thence South 89° 50' 00" West , 501.11 feet to the Southwesterly corner of that certain parcel as described as Tract A in deed dated September 12, 1968 from said Railway Company to Verl R. Hawbaker and Blackburn Brothers, Inc., monumented by a 1/2 inch rod with a cap stamped "Furmon RPLS 1959", being the True Point of Beginning;

Thence continuing South 89° 54' 00" West along the Westerly prolongation of the Southerly Boundary of said Tract A, 10.72 feet to a point on a line parallel with and distant Easterly 314.95 feet from the centerline of that certain railroad tract as designated in records of said Railway Company as the Hereford Subdivision Main Track;

Thence North 16° 54' 40" East along said parallel line 1,722.45 feet to the Northerly boundary of Tract Number 4, described in said deed dated September 12, 1968 recorded in Volume 446, at Page 317;

Thence North 89° 50' 00" East along said Northerly boundary, 10.72 feet to the Easterly boundary of said Tract Number 4;

Thence South 16° 54' 40" West along the Southerly prolongation of said Easterly boundary, 1,722.45 feet to the Point of Beginning.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Economic Development and Redevelopment
--------------	------------------	------------------	--

Department	Planning	Contact Person	Andrew Freeman, Assistant City Manager
------------	----------	----------------	--

Agenda Caption
CONSIDERATION OF RESOLUTION NO. 02-08-22-4

This resolution is support for an application for Affordable Housing Tax Credits to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by Estacado Estates, LP, a private entity, Estacado Estates, a development for affordable housing for the elderly located near the northwest corner of Southwest 58th Avenue and South Washington 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.

Estacado Estates, LP is proposing a 46-unit elderly multi-family project in the southeast quadrant of the Amarillo.

For the 2022 applications, final awards will be determined by TDHCA in late July.

Through the application process, an applicant can be awarded 17 points for a governing body resolution expressly supporting the application. 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 Estacado Estates, LP's application to the 2022 Competitive 9% HTC program for the development of affordable elderly housing property located near the northwest corner of Southwest 58th Avenue and South Washington 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

Staff Recommendation
Staff recommends approval as presented

RESOLUTION NO. 02-08-22-4

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL:
SUPPORTING A HOUSING TAX CREDIT APPLICATION FOR THE
ESTACADO ESTATES DEVELOPMENT; COMMITTING TO A
DEVELOPMENT INCENTIVE; AUTHORIZING STAFF; PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council finds there is a continuing need for additional affordable and low income housing in Amarillo; and

WHEREAS, Estacado Estates, LP has proposed a development for affordable senior housing at the northwest corner of Southwest 58th Avenue and South Washington Street named, *Estacado Estates*, in the City of Amarillo, Randall County, Texas; and

WHEREAS, Estacado Estates, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 “Competitive 9% Housing Tax Credits” for the *Estacado Estates* project.

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

SECTION 1. The City of Amarillo, acting by and through its governing body, hereby confirms that it supports the proposed development, *Estacado Estates*, to be located near the northwest corner of Southwest 58th Avenue and South Washington Street, as evidenced by this Resolution.

SECTION 2. The City confirms that it will commit development fee waivers in an amount of \$500 to Estacado Estates, LP conditioned upon receipt of Housing Tax Credits.

SECTION 3. The City Manager 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. This Resolution is effective on the date of its approval.

Approved this 8th day of February 2022.

Ginger Nelson, Mayor

APPROVED AS TO FORM:

ATTEST:

Bryan S. McWilliams, City Attorney

Stephanie Coggins, City Secretary

Amarillo City Council

Agenda Transmittal Memo



E

Meeting Date	February 8, 2022	Council Priority	Economic Development and Redevelopment
--------------	------------------	------------------	--

Department	Planning	Contact Person	Cody Balzen, Economic Development Specialist
------------	----------	----------------	--

Agenda Caption
CONSIDERATION OF RESOLUTION NO. 02-08-22-5

This resolution is support for an application for Affordable Housing Tax Credits to the Texas Department of Housing and Community Affairs, Housing Tax Credit Program by RST Lantana Villas, LP, a private entity, Lantana Villas, a development for affordable housing for the elderly located near the southwest corner of West Amarillo Boulevard and Plum Creek Drive.

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.

RST Lantana Villas, LP is proposing an **80**-unit elderly multi-family project in the northwest quadrant of the Amarillo.

For the 2022 applications, final awards will be determined by TDHCA in late July.

Through the application process, an applicant can be awarded 17 points for a governing body resolution expressly supporting the application. 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 RST Lantana Villas, LP’s application to the 2022 Competitive 9% HTC program for the development of affordable elderly housing property located near the southwest corner of West Amarillo Boulevard and Plum Creek Drive.

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

Staff Recommendation
Staff recommends approval as presented

RESOLUTION NO. 02-08-22-5

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL:
SUPPORTING A HOUSING TAX CREDIT APPLICATION FOR THE
LANTANA VILLAS DEVELOPMENT; COMMITTING TO A
DEVELOPMENT INCENTIVE; AUTHORIZING STAFF; PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council finds there is a continuing need for additional affordable and low income housing in Amarillo; and

WHEREAS, RST Lantana Villas, LP has proposed a development for affordable senior rental housing near the southwest corner of Amarillo Boulevard and Plum Creek Drive named, *Lantana Villas*, in the City of Amarillo, Potter County, Texas; and

WHEREAS, RST Lantana Villas, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2022 “Competitive 9% Housing Tax Credits” for the *Lantana Villas* project.

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

SECTION 1. The City of Amarillo, acting by and through its governing body, hereby confirms that it supports the proposed development, *Lantana Villas*, to be located near the southwest corner of Amarillo Boulevard and Plum Creek Drive, as evidenced by this Resolution.

SECTION 2. The City confirms that it will commit development fee waivers in an amount of \$500 to RST Lantana Villas, LP conditioned upon receipt of Housing Tax Credits.

SECTION 3. The City Manager 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. This Resolution is effective on the date of its approval.

Approved this 8th day of February 2022.

Ginger Nelson, Mayor

APPROVED AS TO FORM:

ATTEST:

Bryan S. McWilliams, City Attorney

Stephanie Coggins, City Secretary



F

Meeting Date	February 8, 2022	Council Priority	Regular Agenda Item – Public Hearing
--------------	------------------	------------------	--------------------------------------

Department	Planning and Development Services Cris Valverde - Director
------------	---

Agenda Caption

CONSIDERATION OF ORDINANCE NO. 7954

Public hearing and first reading to consider an ordinance rezoning a 4.58 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Residential District 3 (R-3).

VICINITY: Soncy Rd. and Heritage Hills Pkwy.

APPLICANT/S: Seth Williams for P Dub Land Holdings, LTD

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Agricultural District in all directions.

Adjacent land uses consist of undeveloped land in all directions.

Proposal

The applicant is requesting a change in zoning to develop the tract with single-family detached homes as part of the next phase of the Heritage Hills Subdivision.

Residential District 3 allows single-family detached homes that are of a higher density due to smaller minimum lot size (5,000 square feet) and reduced front-yard setbacks (15 feet) when compared the Residential 1 and 2 Districts.

Analysis

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

The Future Land Use Map identifies the applicant's tract as being in the Estate Residential Category and calls for residential, institutional, and public space land uses. Residential development types recommended within the just-mentioned category call for single-family detached homes on large acreage lots. Development of higher density residential homes will not fully align with the recommended large acreage residential development type, yet since the category was established, higher density single-family detached homes development has become the predominate development pattern in the Heritage Hills Subdivision.

Considering the proposed zoning and subsequent development is for single-family detached homes internal of the section, the Planning and Zoning Commission is of the opinion that the proposal conforms to the NUC. It is worth noting that the request is consistent with the approved Heritage Hills Preliminary Plan.

Considering the just mentioned, the Planning and Zoning Commission is of the opinion that the applicant's request is a logical continuation of existing development and zoning patterns in the area and would not create any negative impacts to the area.

Requested Action/Recommendation
--

Notices have been sent to all property owners within 200 feet as required by State Law. As of this writing, no comments have been received regarding the request.

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

ORDINANCE NO. 7954

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 SONCY ROAD AND HERITAGE HILLS PARKWAY, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this 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 4.58 acre tract of unplatted land, in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to Residential District 3 (R-3), being further described below:

A 4.58 acre tract of land out of Section 65, Block 9, B.S. & F. Survey, Randall County, Texas, further being a portion of that certain 590.9343 acre tract of land being described as Tract One in that certain instrument recorded under Clerk's File No. No. 2012013183 of the Official Public Records of Randall County, Texas, said 4.58 acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with aluminum cap (TxDOT) found in the West line of that certain 59.6878 acre tract of land described in that certain instrument recorded under Clerk's File No. 2016009988 of the Official Public Records of Randall County, Texas, for the most South Northeast corner of that certain 57.697 acre tract of land called Parcel No. 5 as described in that certain

instrument recorded under Clerk's File No. 2017020945 of the Official Public Records of Randall County, Texas, from whence a 5/8 inch iron rod found bears N. 89° 43' 34" W. (Base line) 2641.46 feet;

THENCE N. 00° 33' 08" W. 1105.11 feet along the West line of said 59.6878 acre tract of land to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set, from whence a 1/2 inch iron rod with cap (GDI) found for the Southwest corner of Heritage Hills Unit No. 14, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2019021920 of the Official Public Records of Randall County, Texas, bears N. 00° 33' 08" W. 1522.83 feet;

THENCE N. 89° 43' 34" W. 130.08 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE N. 45° 08' 21" W. 7.12 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northeast and BEGINNING CORNER of this tract of land;

THENCE S. 00° 33' 08" E. 200.02 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Southeast corner of this tract of land;

THENCE N. 89° 43' 34" W. 1128.12 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Southwest corner of this tract of land;

THENCE N. 48° 53' 44" E. 326.52 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northwest corner of this tract of land, same being the beginning of a curve to the left whose center bears N. 22° 56' 03" E. 270.00 feet;

THENCE Easterly 106.78 feet along said curve to the left with a long chord of S. 78° 23' 46" E. 106.09 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the end of said curve;

THENCE S. 89° 43' 34" E. 716.27 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE N. 44° 51' 39" E. 7.02 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE S. 89° 43' 34" E. 55.01 feet to the PLACE OF BEGINNING and containing 4.58 acres of land, more or less.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on the 8th day of February 2022 and **PASSED** on Second and Final Reading on the 22nd day of February, 2022.

Ginger Nelson, Mayor

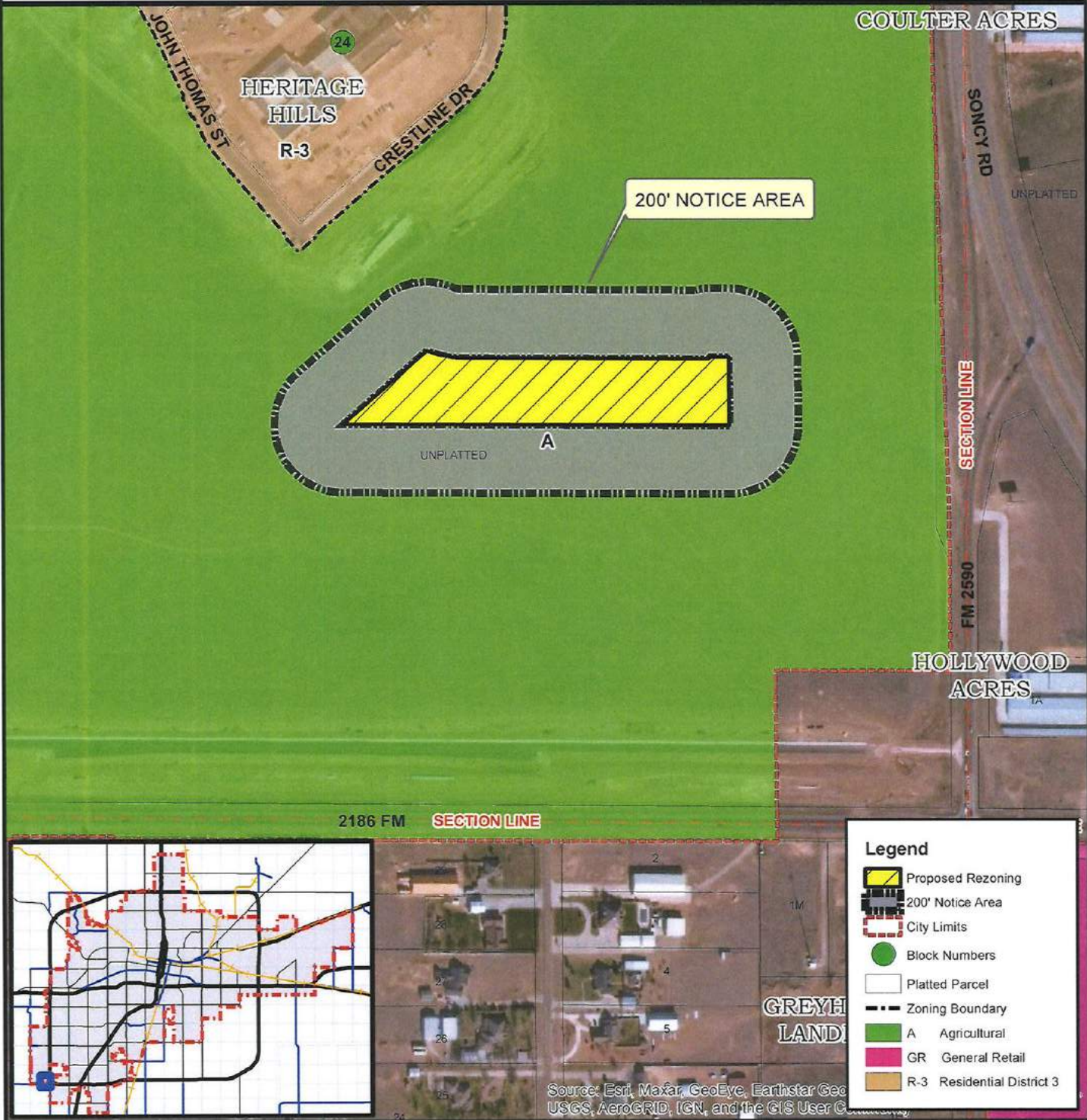
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

REZONING FROM A TO R-3



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 1/25/2022
Case No: Z-21-19



Rezoning of a 4.58 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Residential District 3 (R-3).

Owner: Seth Williams for P Dub Land Holdings, LTD
Vicinity: Soncy Road & Heritage Hills Parkway

AP: H-17

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Regular Agenda Item – Public Hearing
---------------------	------------------	-------------------------	--------------------------------------

Department	Planning and Development Services Cris Valverde - Director
-------------------	---

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7955

Public hearing and first reading to consider an ordinance rezoning a 18.89 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD).

VICINITY: Soncy Rd. and Heritage Hills Pkwy.

APPLICANT/S: Seth Williams for P Dub Land Holdings, LTD

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Agricultural District in all directions.

Adjacent land uses consist of undeveloped land in all directions.

Proposal

The applicant is requesting a change in zoning to develop this tract with a mix of single-family detached and attached homes for the next phase of the Heritage Hills Subdivision.

Moderate Density allows for a mix of residential and non-residential land uses. Allowed residential land uses are single-family attached/detached homes, duplexes, and apartments. Non-residential land uses include a variety of low impact institutional land uses such as day care, private or public school, and churches to name a few.

It is worth noting that single-family homes within Moderate Density zoning are able to utilize smaller lot widths than required of the predominate zoning in the section (Residential District 3). This results in a denser single-family residential development.

Analysis

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

The Future Land Use Map identifies the applicant's tract as being in the Estate Residential Category and calls for residential, institutional, and public space land uses. Residential development types recommended within the just-mentioned category call for single-family detached homes on large acreage lots. Development of higher density residential homes will not fully align with the recommended large acreage residential development type, yet since the category was established, higher density single-family development has become the predominate development pattern in the Heritage Hills Subdivision.

Regarding the NUC, this concept calls for more intensive uses such as retail, office, and multi-family, and higher density single-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 where less dense single-family detached homes are typically found.

The applicant's tract is at a location in which Moderate Density District zoning and higher density residential products (single-family detached and attached) would be recommended whereas such dense residential products can provide a buffer to less dense, mid-section single-family home development from section line roadway/s and/or commercial and/or retail development typically found at or near section line arterial intersections.

It is worth noting that the requested development and zoning is consistent with the approved Heritage Hills Preliminary Plan.

Taking all the above into account, Commissioners believe that the applicant's request is a logical continuation of existing development and zoning patterns in the area and would not create any negative impacts to the area.

Requested Action/Recommendation

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

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

ORDINANCE NO. 7955

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 SONCY ROAD AND HERITAGE HILLS PARKWAY,
RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS
CLAUSE; PROVIDING A REPEALER CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of an 18.89 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD), and being further described in attached Exhibit A, incorporated herein:

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 8th day of February 2022 and PASSED on Second and Final Reading on this the 22nd day of February 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

2010 CENSUS TRACT # 216.04



- LEGEND
- 1/2" IRON ROD SET W/CAP STAMPED "FURMAN RP15"
 - 5/8" IRON ROD SET W/ALUMINUM CAP STAMPED "TADGT"
 - 1/2" IRON ROD W/CAP END
- (NAME OR NUMBER IN () INDICATES MONUMENT ORIGIN)

PORTION OF TRACT ONE, CLERK'S FILE NO. 2012013183

9 49' 43" 34" E 1128.12'

= 18.826 ACRES =

N 89° 43' 34" W 1261.77'

PORTION OF TRACT ONE, CLERK'S FILE NO. 2012013183

BASE LINE

(MEAS. N 89° 43' 34" W 2641.44')

17.6872 ACRES

CITY 2012022945

REFERENCE HILLS UNIT NO. 14 CLERK'S FILE NO. 2012021920

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Furman Land Surveyors Inc. Furman Land Surveyors Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereto and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Furman Land Surveyors Inc. Copyright 2021.
3. No investigation or independent search for encumbrances of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.

DESCRIPTION

An 18.82/- acre tract of land out of Section 85, Block 8, S.E. & F. Survey, Randall County, Texas, further being a portion of that certain 590.624/- acre tract of land being described as Tract One in that certain instrument recorded under Clerk's File No. 2012013183 of the Official Public Records of Randall County, Texas, said 18.82/- acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with aluminum cap (TADGT) found in the West line of that certain 59.8078/- acre tract of land described in that certain instrument recorded under Clerk's File No. 2012009984 of the Official Public Records of Randall County, Texas, for the most South Northeast corner of that certain 57.677/- acre tract of land called Parcel No. 3 as described in that certain instrument recorded under Clerk's File No. 2012020845 of the Official Public Records of Randall County, Texas, from whence a 5/8 inch iron rod found bears N. 89° 43' 34" W. (Base Line) 2641.44 feet.

THENCE N. 60° 23' 08" W. 300.63 feet along the West line of said 59.8078/- acre tract of land to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set for the Southeast and BEGINNING CORNER of this tract of land;

THENCE N. 89° 43' 34" W. 1261.77 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set for the Southeast corner of this tract of land;

THENCE N. 60° 16' 28" E. 28.80 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set;

THENCE N. 43° 20' 58" E. 20.22 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set for the beginning of a curve to the left whose center bears S. 89° 23' 31" W. 233.08 feet;

THENCE Northerly 400.44 feet along said curve to the left with a long chord of N. 22° 14' 55" E. 471.97 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set for the end of said curve, same being the most West Northwest corner of this tract of land;

THENCE N. 43° 53' 44" E. 200.72 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set for the most North Northwest corner of this tract of land;

THENCE S. 89° 43' 34" E. 1128.12 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set for an interior corner of this tract of land;

THENCE N. 60° 23' 08" W. 200.62 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set;

THENCE S. 43° 08' 21" E. 7.12 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set;

THENCE S. 89° 43' 34" E. 130.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RP15" set in the West line of said 59.8078/- acre tract of land, from whence a 1/2 inch iron rod with cap (GCH) found for the Southwest corner of Heritage Hills Unit No. 14, an addition to the City of Amarillo according to the map or plat thereof, recorded under Clerk's File No. 2012021820 of the Official Public Records of Randall County, Texas, bears N. 60° 32' 08" W. 1522.82 feet;

THENCE S. 89° 53' 08" E. 305.68 feet along the West line of said 59.8078/- acre tract of land to the PLACE OF BEGINNING and containing 18.82 acres of land, more or less.

Exhibit A

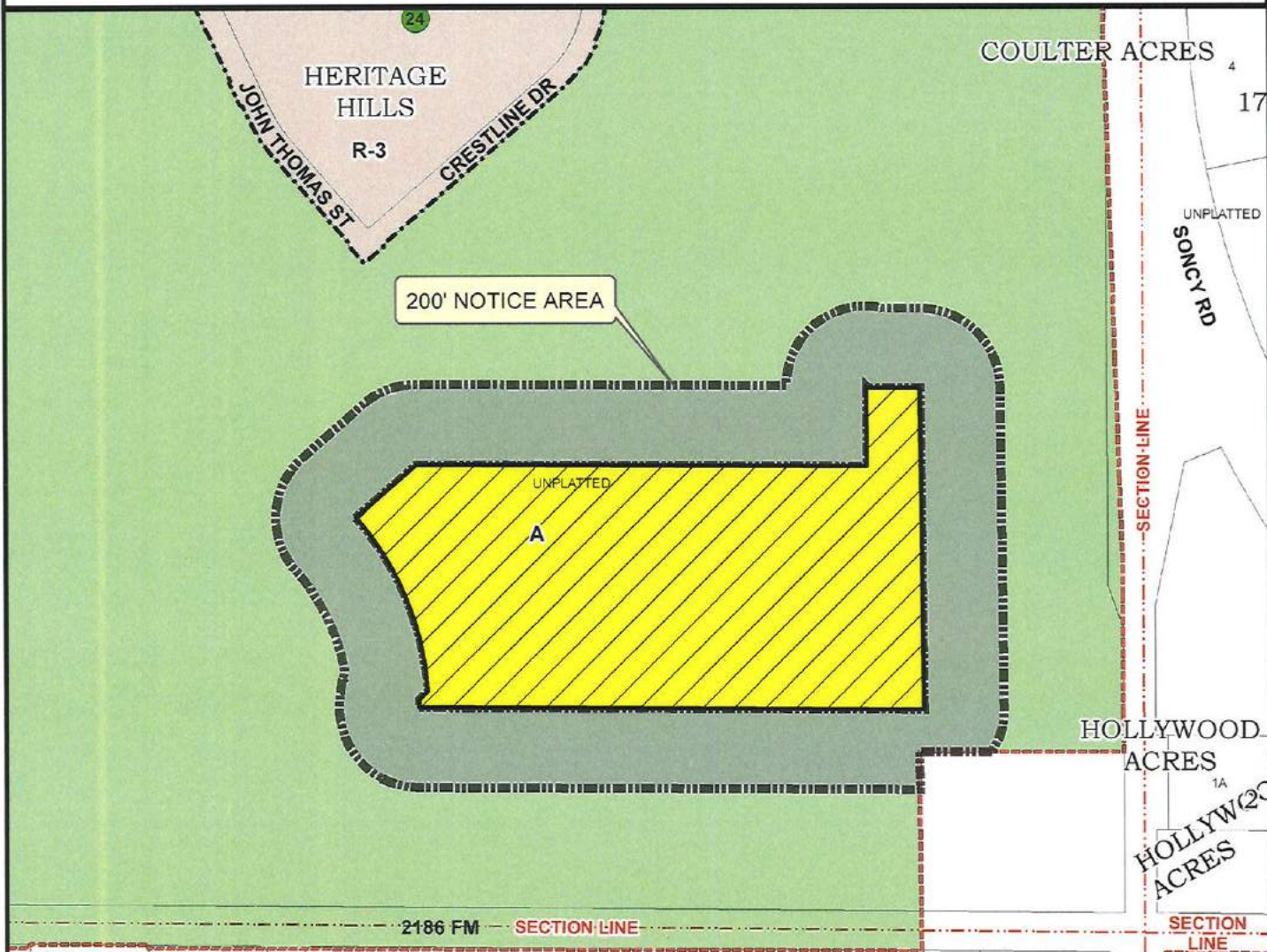
REZONING EXHIBIT
AG TO MD

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 DARYL B. FURMAN RP15 5074 FOR REVIEW PURPOSES ONLY. DATE: 12/20/2021

FURMAN LAND SURVEYORS, INC.
SURVEYING, MAPPING, & ENGINEERING
1000 W. 10TH STREET, SUITE 100
AMARILLO, TEXAS 79106-1000
PHONE: 806.372.1111
FAX: 806.372.1112
WWW.FURMANLANDSURVEYORS.COM

DARYL B. FURMAN, RP15, DARYL E. FURMAN, RP15, DENA D. FURMAN, RP15, CARYN A. MAYN, RP15, LANDON V. FURMAN, RP15, HANDEDY V. LINDEN, RP15, CYNTHIA BRADY, RP15, CHANG-RONG, RP15, LEONARDO MELANGLLEN, RP15, TEXAS LAND SURVEYORS & ENGINEERS
PROJECT NO. 2104992-MD FILE NO. 17-17
DRAWING NO. PLS/LS 21/MANDALA-M-17/21/20499/REZONING

REZONING FROM A TO MD



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 12/22/2021
Case No: Z-21-20



Rezoning of a 18.89 acre tract of land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD).

Owner: Seth Williams for P Dub Land Holdings, LTD
Vicinity: Soncy Rd. & Heritage Hills Pkwy.

AP: H-17

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Regular Agenda Item – Public Hearing
--------------	------------------	------------------	--------------------------------------

Department	Planning and Development Services Cris Valverde - Director
------------	---

Agenda Caption
PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7956

Public hearing and first reading to consider an ordinance rezoning a 4.88 acre tract of unplatted land in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD).
VICINITY: Western St. and Sundown Ln.
APPLICANT/S: Seth Williams for P Dub Land Holdings, LTD

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Agricultural District in all directions.
Adjacent land uses consist of undeveloped land in all directions.

Proposal

The applicant is requesting the rezoning in order to develop the land with in single-family attached homes for the next phase of Beacon Point Subdivision.

Moderate Density allows for a mix of residential and non-residential land uses. Allowed residential land uses are single-family attached/detached homes, duplexes, and apartments. Non-residential land uses include a variety of low impact institutional land uses such as day care, private or public school, and churches to name a few.

It is worth noting that single-family homes within Moderate Density zoning are able to utilize smaller lot widths than required of anticipated zoning (Residential District 3) adjacent to the applicant's tract. This results in a denser single-family residential development.

Analysis

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

The Future Land Use Map identifies the applicant's tract as being in the Rural Category and calls for residential homesteads and agricultural uses. Residential development types recommended within the just-mentioned category call for a more rural character by way of dispersed residential development on very large acreage tracts. Development of higher density residential will not fully align with the recommended large acreage residential development type, yet since the category was established and when looking at the approved preliminary plan for Beacon Pointe, higher density single-family development along Sundown Ln is planned to become the predominate development pattern.

Regarding the NUC, this concept calls for more intensive uses such as retail, office, and multi-family, and higher density single-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 where less dense single-family detached homes are typically found.

Although Moderate Density zoning is not typically found so far from a Section Line Arterial Intersection and in the configuration proposed, higher density residential land uses can offer a buffer to the less dense single-family development planned to the west and east, from the planned collector street for the subdivision much as they do from Section Line Arterial Thoroughfares. Additionally, allowing higher density development within a subdivision allows a developer to offer a variety of residential products.

It is worth noting that the request is consistent with the approved Beacon Point Preliminary Plan.

Taking all the above into account, Planning Commissioners are of the opinion that the request is a logical placement of residential products and establishes a zoning and development pattern that will not create any negative impacts.

Requested Action/Recommendation
--

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

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

ORDINANCE NO. 7956

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 WESTERN STREET AND SUNDOWN LANE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 4.88 acre tract of unplatted land in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD), and being further described in attached Exhibit A, incorporated herein:

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 8th day of February 2022 and PASSED on Second and Final Reading on this the 22nd day of February 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

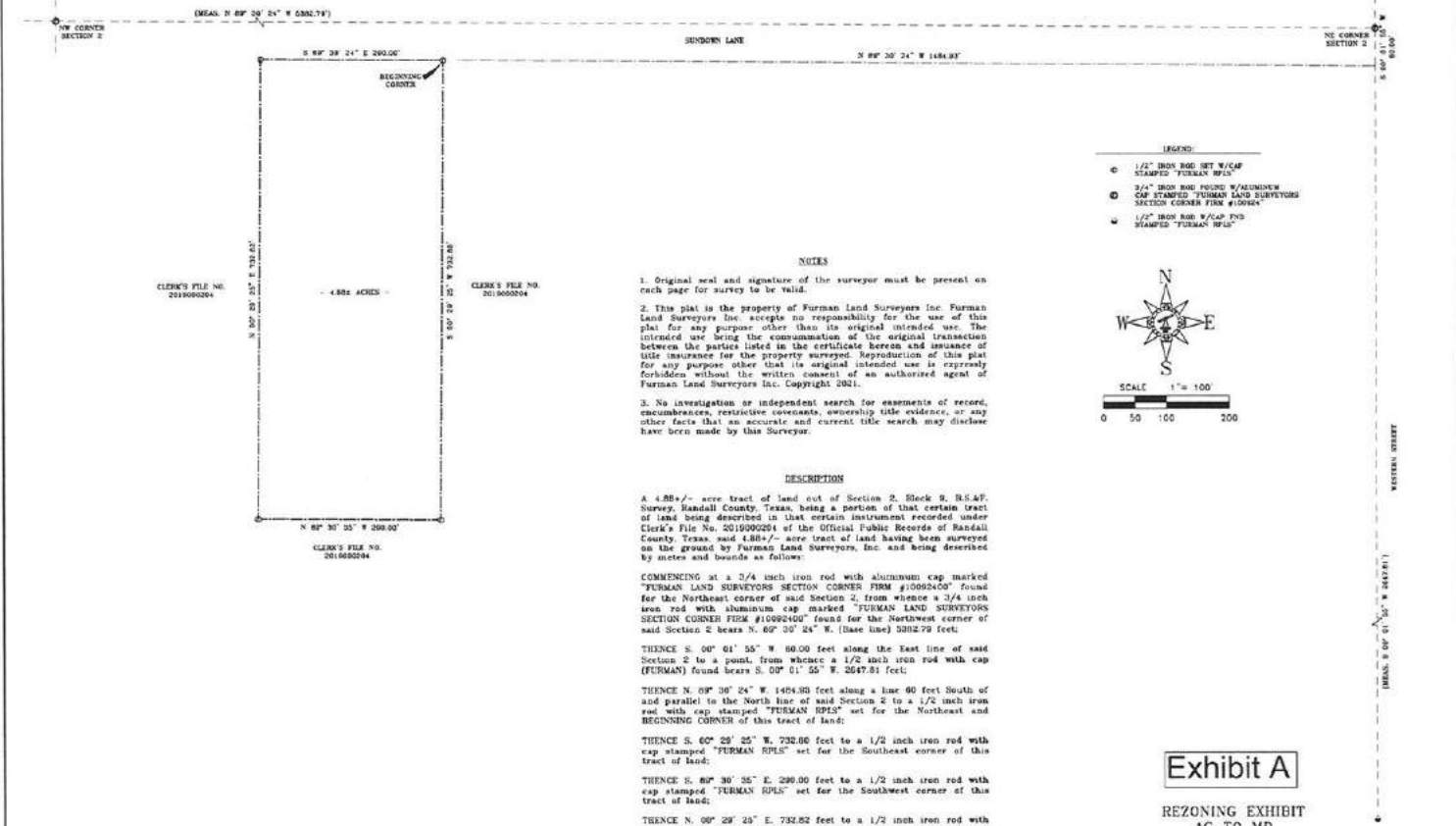


Exhibit A

REZONING EXHIBIT
AG TO MD

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 DARYL R. FURMAN
KPLS 5574
FOR REVIEW
PURPOSES ONLY.
DATE: 12/20/2021

FURMAN LAND SURVEYORS, INC.

SURVEYING • MAPPING • CONSULTING

TEXAS • CALIFORNIA • NEW YORK

DANIELA FURMAN, PLS. JAMES FURMAN, PLS. DONALD F. FURMAN, PLS.

CATHY A. MANN, PLS. LANGDON M. STRALHA, PLS.

KEITHER LANN, FURMAN, PLS. JENILE L. DE WYCK, PLS.

CHAD R. HENDRICK, PLS. JASON A. WELLS, PLS. WILSON, PLS.

STUART L. HARRIS, PLS. JAMES H. HARRIS, PLS.

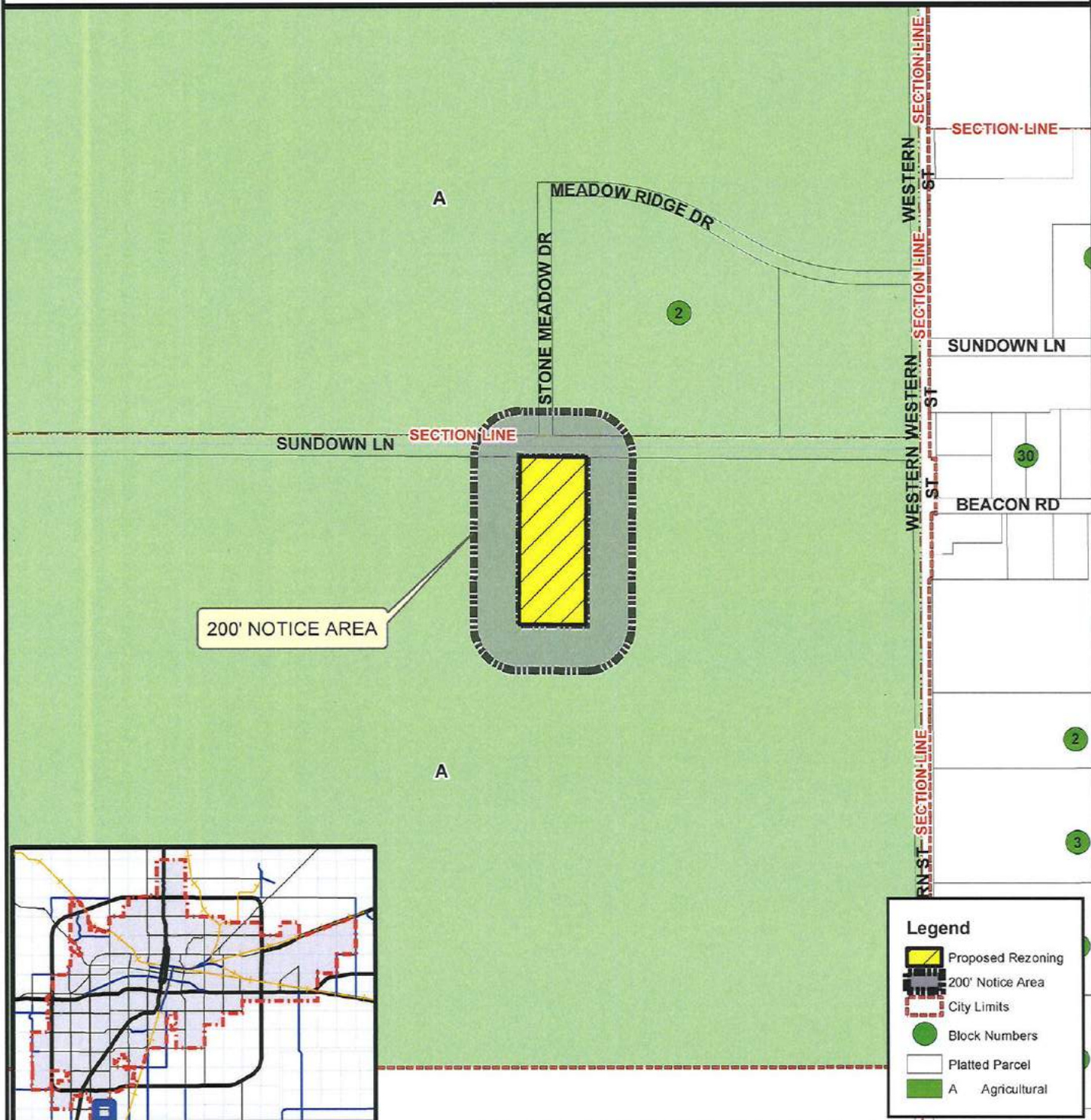
201 WEST 10TH • ANAHEIM, TEXAS 75203 • 714-291-4744 • FAX 714-291-4745

10000 W. 10TH AVE. SUITE 100 • DENVER, CO 80202 • 303-733-1100 • FAX 303-733-1101

PROJECT NO. 21293007-ND FILE NO. K-18

DRAWING NO. PLS. 21293007-ND

REZONING FROM A TO MD



Legend

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Platted Parcel
- A Agricultural

CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 600 feet
Date: 12/22/2021
Case No: Z-21-22



Rezoning of a 4.88 acre tract of unplatted land in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Moderate Density District (MD).

Owner: Seth Williams for P Dub Land Holdings, LTD
Vicinity: Western St. & Sundown Ln.

AP: K-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.



Meeting Date	February 8, 2022	Council Priority	Regular Agenda Item – Public Hearing
--------------	------------------	------------------	--------------------------------------

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

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7957

Public hearing and first reading to consider an ordinance rezoning a 22.73 acre tract of unplatted land, in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Residential District 3 (R-3).

VICINITY: Western St. and Sundown Ln.

APPLICANT/S: Seth Williams for P Dub Land Holdings, LTD

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Agricultural District to the north, south, and west and land outside the City Limits to the east.

Adjacent land uses consist of an elementary school, intermediate school, and undeveloped land to the north, undeveloped land to the south and west, and land outside the City Limits to the east.

Proposal

The applicant is requesting a change in zoning to develop this tract of land with single family detached homes for the first phase of the Beacon Pointe Subdivision.

Analysis

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

The Future Land Use Map identifies the applicant's tract as being in the Rural Category and calls for residential homesteads and agricultural uses. Residential development types recommended within the just-mentioned category call for a more rural character by way of dispersed residential development on very large acreage tracts. Development of higher density residential will not fully align with the recommended large acreage residential development type, yet since the category was established and when looking at the approved preliminary plan for Beacon Pointe, higher density single-family development along Sundown Lane is planned to become the predominate development pattern.

Considering the proposed zoning and subsequent development is for a higher single-family detached home development internal of the section and adjacent to potential retail, office or multi-family development to the northeast, Planning Commissioners are of the opinion that the proposal conforms to the NUC in that a buffer to less dense single-family homes could be established.

Considering the just mentioned, Commissioners believe that the applicant's request is a logical zoning pattern to establish within this recently annexed section of land.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet as required by State Law. As of this writing, no comments have been received regarding the request.

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

ORDINANCE NO. 7957

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 WESTERN STREET AND SUNDOWN LANE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 22.73 acre tract of unplatted land, in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to Residential District 3 (R-3), being further described below:

A 22.73 acre tract of land out of Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, being a portion of that certain tract of land being described in that certain instrument recorded under Clerk's File No. 2019000204 of the Official Public Records of Randall County, Texas, said 22.73 acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron rod with aluminum cap marked "FURMAN LAND SURVEYORS SECTION CORNER FIRM #10092400" found for the Northeast corner of said Section 2, from whence a 3/4 inch iron rod with aluminum cap marked "FURMAN LAND SURVEYORS SECTION CORNER FIRM #10092400" found for the Northwest corner of said Section 2 bears N. 89° 30' 24" W. (Base line) 5382.79 feet;

THENCE S. 00° 01' 55" W. 60.00 feet along the East line of said Section 2 to a point, from whence a 1/2 inch iron rod with cap (FURMAN) found bears S. 00° 01' 55" W. 2647.81 feet;

THENCE N. 89° 30' 24" W. 614.93 feet along a line 60 feet South of and parallel to the North line of said Section 2 to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northeast and BEGINNING CORNER of this tract of land;

THENCE S. 00° 29' 25" W. 617.76 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for an interior corner of this tract of land;

THENCE S. 89° 30' 35" E. 559.87 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most North Southeast corner of this tract of land;

THENCE S. 00° 01' 55" W. 290.01 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most South Southeast corner of this tract of land;

THENCE N. 89° 30' 35" W. 1607.19 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most South Southwest corner of this tract of land;

THENCE N. 00° 29' 25" E. 110.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE N. 44° 30' 35" W. 7.07 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE N. 89° 30' 35" W. 110.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most West Southwest corner of this tract of land;

THENCE N. 00° 29' 25" E. 60.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most West Northwest corner of this tract of land;

THENCE S. 89° 30' 35" E. 290.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for an interior corner of this tract of land;

THENCE N. 00° 29' 25" E. 732.80 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the most North Northwest corner of this tract of land;

THENCE S. 89° 30' 24" E. 870.00 feet along a line 60 feet South of and parallel to the North line of said Section 2 to the PLACE OF BEGINNING and containing 22.73 acres of land, more or less.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 8th day of February 2022 and PASSED on Second and Final Reading on this the 22nd day of February 2022.

Ginger Nelson, Mayor

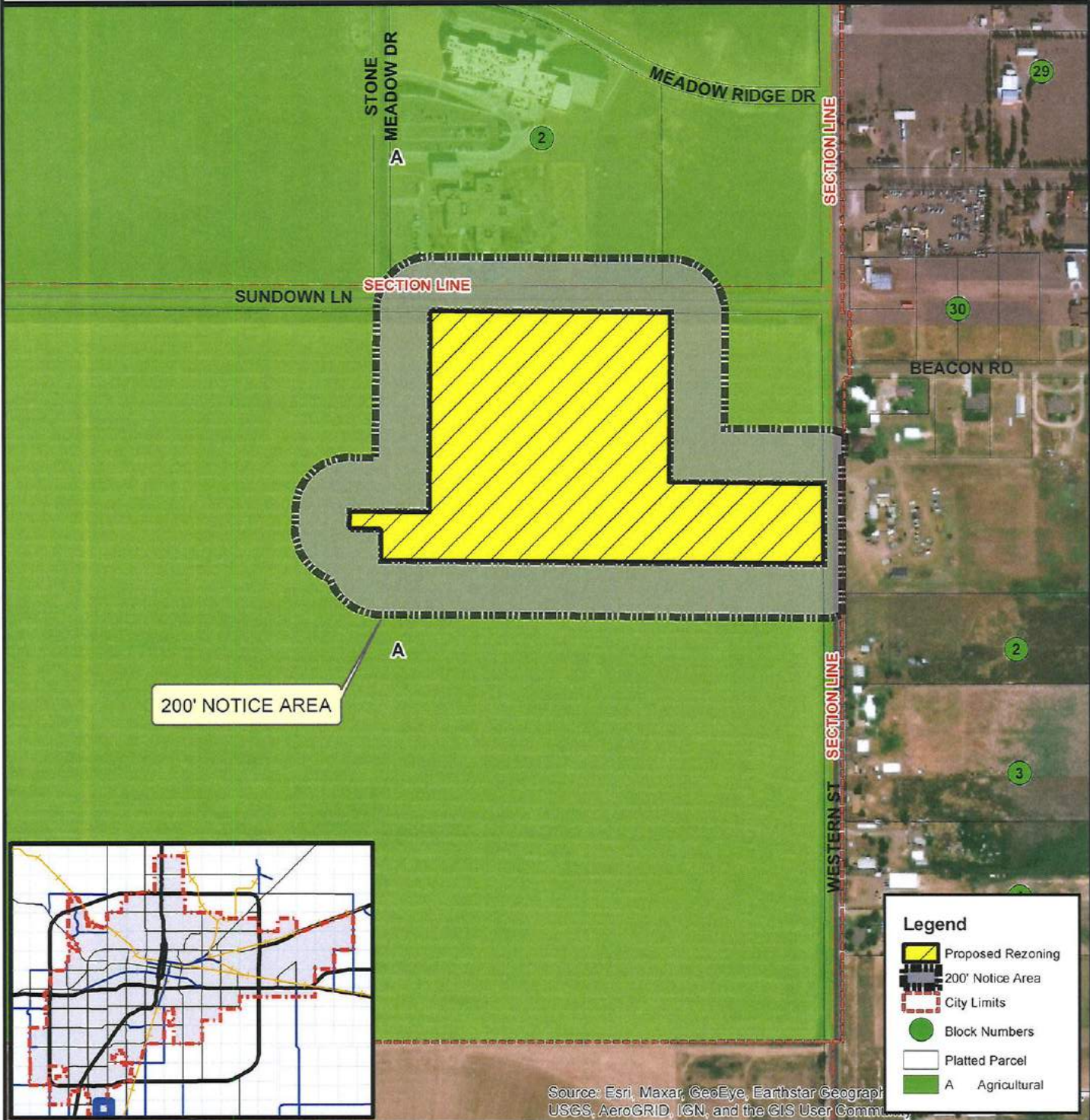
ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

REZONING FROM A TO R-3



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 500 feet
Date: 1/25/2022
Case No: Z-21-23



Rezoning of a 22.73 acre tract of unplatted land in Section 2, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to Residential District 3 (R-3).

Owner: Seth Williams for P Dub Land Holdings, LTD
Vicinity: Western Street & Sundown Lane

AP: K-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



J

Meeting Date	February 8, 2022	Council Priority	Regular Agenda Item – Public Hearing
---------------------	------------------	-------------------------	--------------------------------------

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

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7958

Public hearing and first reading to consider an ordinance rezoning a 1.43 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).

VICINITY: FM 2186 and FM 2590 (Hollywood Rd. and Soncy Rd.)

APPLICANT/S: Wistenly Alphonse for Circle-K Stores, Inc. and Seth Williams for Soncy Road Investments, LTD

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Agricultural District to the north and west, and property located in the Extra-Territorial Jurisdiction in all other directions.

Adjacent land uses consist of a self-storage facility directly across FM 2590 on the east side, a convenience store directly across FM 2186 on the south side, and undeveloped land in all other directions.

Proposal

The applicant is requesting a change in zoning in order to develop the tract with a convenience store (Circle K) on a tract of land that is partially located within the City Limits. The portion that lies within the City is the portion now being considered for a rezoning. The proposed use will have access to City water and sewer service via an Outside City Limits Agreement.

The site as a whole will occupy the Northwest corner of the Soncy Rd/Loop 335 intersection.

Analysis

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

The Future Land Use Map identifies the applicant's tract as being in the Rural Category and calls for residential homesteads and agricultural uses. Although the requested zoning and/or land use does not align with the recommended development type, it is recognized that this proposed zoning and/or land use in the Planning Commission's opinion, is at an appropriate location considering the existing zoning and/or development pattern at or near each corner of the above Section Line Arterial Intersection and other intersections throughout Amarillo.

Regarding the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial Intersections with intensity of use and/or zoning decreasing inward towards the center/middle of a section. Considering the applicant's tract makes up one of the four hard corners of a Section Line Arterial Intersection, Commissioners believe that the zoning change conforms to the Neighborhood Unit Concept.

It is worth noting that the request is consistent with the approved Heritage Hills Preliminary Plan.

Taking all the above into account, Commissioners are of the opinion that the request is a logical continuation of existing zoning and patterns of development in the area and would not create any negative impacts.

Requested Action/Recommendation
--

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

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

ORDINANCE NO. 7958

**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 SONCY ROAD AND HOLLYWOOD ROAD, RANDALL
COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE;
PROVIDING A REPEALER CLAUSE; AND PROVIDING AN
EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

Rezoning of a 1.43 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR), and being further described in attached Exhibit A, incorporated herein:

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 8th day of February 2022 and PASSED on Second and Final Reading on this the 22nd day of February 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

REZONING FROM A TO GR



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 150 feet
Date: 12/29/2021
Case No: Z-21-24



Rezoning of a 1.43 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).

Owner: Wistenly Alphonse for Circle-K Stores, Inc., and Seth Williams for Soncy Road Investments, LTD

Vicinity: FM 2186 and FM 2590

AP: H-17

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Regular Agenda Item – Public Hearing
Department	Planning and Development Services Brady Kendrick – Planner II		

Agenda Caption

PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7959

Public hearing and first reading to consider an ordinance rezoning a 2.74 acre tract of unplatted land, in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).

VICINITY: Arden Rd. and Helium Rd.

APPLICANT/S: Wistenly Alphonse for Circle-K Stores, Inc. and Seth Williams for P Dub Land Holdings LTD

Agenda Item Summary

Adjacent land use and zoning

Adjacent zoning consists of Agricultural District to the north, south, and west and Residential District 3 to the east.

Adjacent land uses consist of undeveloped land to the north and south, undeveloped land and single family detached homes to the east, and the future Loop 335 highway to the west.

Proposal

The applicants are requesting a change in zoning in order to develop the tract with a new convenience store (Circle K) at the Southeast corner of the Arden Rd/Loop 335 intersection.

Analysis

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

The Future Land Use Map identifies the applicant’s tract as being in the Estate Residential Category and calls for residential, institutional, and public spaces. Although the requested zoning and/or land use does not align with the recommended development type, it is recognized that this proposed zoning and/or land use in Commissioner’s opinion, is at an appropriate location considering it is at a Section Line Arterial Intersection and adjacent to Loop 335.

Regarding the Neighborhood Unit Concept of Development, the concept calls for more intensive zoning such as retail to be located at or near Section Line Arterial intersections with a transition to less intensive zoning away from the intersection. As mentioned above, the applicant’s tract is located at a hard corner of the Arden Rd/Loop 335 intersection. As such, the applicant’s request for General Retail at this location would be in conformance with the Neighborhood Unit Concept of Development.

Considering the just mentioned, Commissioners are of the opinion that the applicant’s request is a logical establishment of General Retail zoning given existing development patterns in the area and if approved, would not create any negative impacts to the area.

Requested Action/Recommendation
--

Notices have been sent to all property owners within 200 feet as required by State Law. As of this writing, no comments have been received regarding the request.

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

ORDINANCE NO. 7959

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 HELIUM ROAD, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Rezoning of a 2.74 acre tract of unplatted land in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to General Retail District (GR), being further Exhibit A and B 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 8th day of February 2022 and PASSED on Second and Final Reading on this the 22nd day of February 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

ALTA/NSPS Land Title Survey

© 2004 The Authors
Journal compilation © 2004 Blackwell Publishing Ltd

Downloaded At: 11:53 11 September 2009



Entrepreneur since 1987 CEO, American (2007), CEO + COO (2005-2007), President (2003-2005) U.S. National Team (2002-2005)	Age 46 Where born Belmont (New York) Age of first child 1992 First business idea American Top Gear	Married Yes Children 2 Net worth \$100 million Wife's net worth \$100 million Company's net worth \$100 million
Entrepreneur American Top Gear CEO, President (2003-2005)	Age 46 Where born Belmont (New York) Age of first child 1992 First business idea American Top Gear	Married Yes Children 2 Net worth \$100 million Wife's net worth \$100 million Company's net worth \$100 million

[illegible]

Case No.	Case Description	Year
1	Case 1: A patient with a history of chronic kidney disease (CKD) and hypertension (HTN) presented with a sudden onset of severe headache and vomiting. The patient was found to have a large intracerebral hemorrhage (ICH) in the right frontal lobe.	2015
2	Case 2: A patient with a history of CKD and HTN presented with a sudden onset of weakness and numbness in the right arm and leg. The patient was found to have a small ICH in the left parietal lobe.	2016
3	Case 3: A patient with a history of CKD and HTN presented with a sudden onset of confusion and disorientation. The patient was found to have a small ICH in the right temporal lobe.	2017



EXHIBIT B

BLEW & ASSOCIATES, PA **CIVIL ENGINEERS & LAND SURVEYORS**

A 0.384 ACRE TRACT OF LAND BEING A PART OF SECTION 65, BLOCK 92, B.S & F. SURVEY, AND DESCRIBED IN A DEED TO P DUB LAND HOLDINGS, LTD., RECORDED AS COUNTY CLERK'S NO. 2008005957 IN THE DEED RECORDS OF RANDALL COUNTY, TEXAS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/2 INCH REBAR IN THE PROPOSED EAST RIGHT OF WAY LINE OF HELIUM ROAD, FROM WHICH A FOUND 1/4 INCH IRON ROAD BEARS SOUTH 05°12'31" WEST, A DISTANCE OF 74.38 FEET;

THENCE DEPARTING SAID RIGHT OF WAY, AND THROUGH THE INTERIOR OF SAID P DUB LAND HOLDINGS, LTD LAND THE FOLLOWING THREE (3) COURSES AND DISTANCES:

(1) THENCE SOUTH 90°00'00" EAST 78.20 FEET;

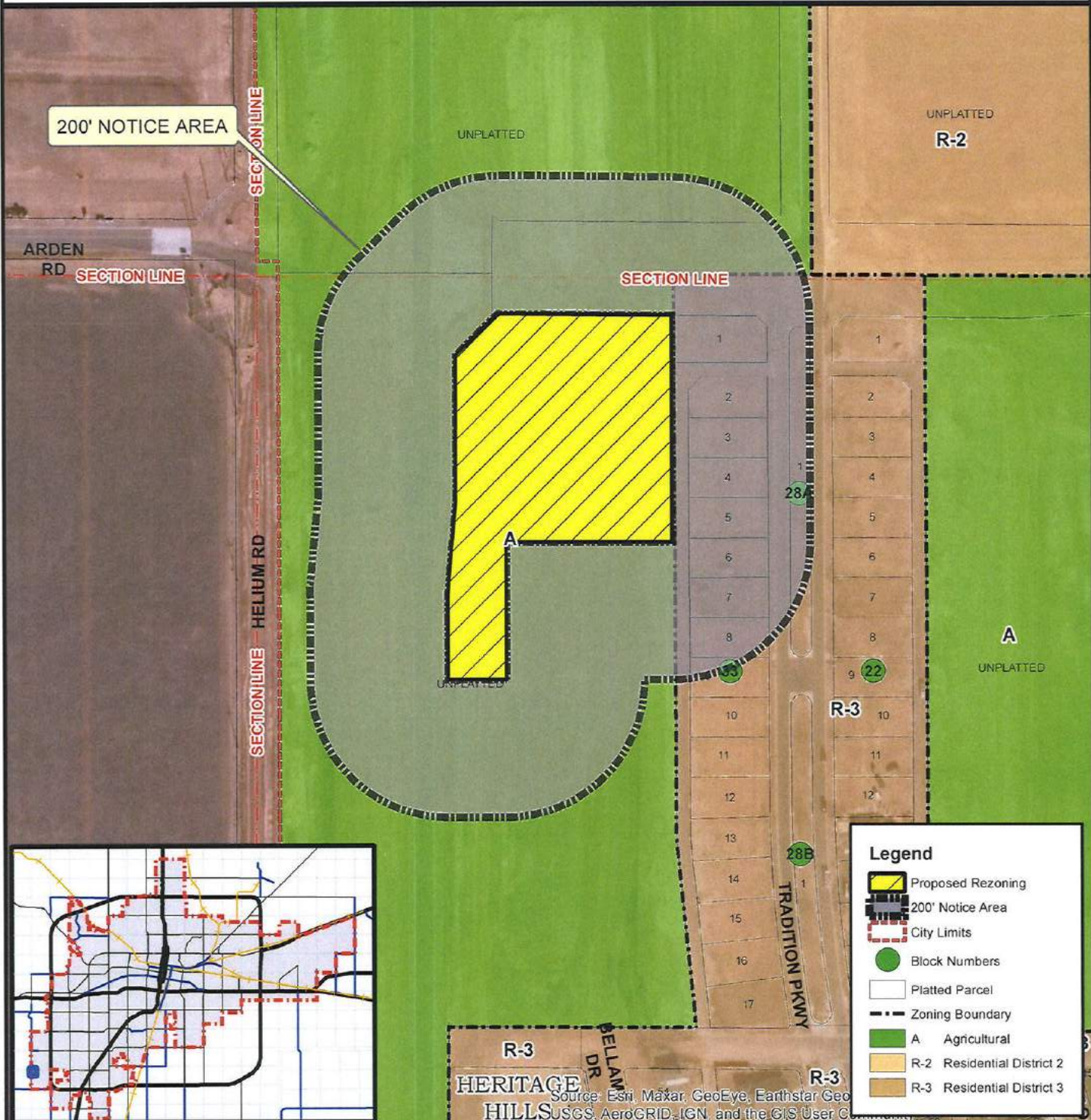
(2) THENCE SOUTH 00°02'17" EAST 200.00 FEET;

(3) THENCE NORTH 90°00'00" WEST 85.00 FEET TO A POINT ON THE PROPOSED EAST RIGHT OF WAY OF HELIUM ROAD;

THENCE ALONG SAID EAST RIGHT OF WAY NORTH 00°02'17" WEST 125.93 FEET TO A FOUND 1/4 INCH IRON ROD;

THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY NORTH 05°12'31" EAST 74.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.384 ACRES OF LAND.

REZONING FROM A TO GR



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 200 feet
Date: 1/25/2022
Case No: Z-21-25



Rezoning a 2.74 acre tract of unplatted land, in Section 65, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District (A) to General Retail District (GR).

APPLICANT/S: Wistenly Alphonse for Circle-K Stores, Inc. and Seth Williams for P Dub Land Holdings LTD

AP: H-17

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

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	February 8, 2022	Council Priority	Fiscal Responsibility
Department	Finance		
Contact	Debbie Reid, Director of Finance		

Agenda Caption

Ordinance – City of Amarillo 2020/2021 Budget Amendment

This is the first reading of an ordinance to amend the City of Amarillo 2020/2021 Budget.

Agenda Item Summary

This is the first reading of an ordinance to amend the City of Amarillo 2020/2021 Budget. This Budget Amendment specifically amends the 2020/2021 fiscal year budgets for the following funds:

- General Fund - \$9,500,000
- Local Seized Property Fund - \$185,000
- Compensated Absences Fund - \$800,000
- Court Technology Fund - \$2,000

Requested Action

Approval of the ordinance to amend the City of Amarillo 2020/2021 Budget.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to approve the 2020/2021 fiscal year budget amendment.

ORDINANCE NO. 7960

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2020-2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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 2020-2021 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 2020-2021.

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 8th day of February 2022; and PASSED on Second and Final Reading the 22nd day of February 2022.

Ginger Nelson, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

EXHIBIT "A"

1. General Fund Expenditure Budget	1350.92120	\$3,367,000 addition
	1350.92130	<u>5,733,000</u> addition
	Total	<u>\$9,100,000</u> addition
2. Local Seized Property Fund	26200.84910	\$ 158,000 addition
	26400.84910	<u>27,000</u> addition
	Total	<u>\$ 185,000</u> addition
3. Compensated Absences Fund	31100.41100	<u>\$ 800,000</u> addition
4. Court Technology Fund	20800.51200	<u>\$ 2,000</u> addition

Amarillo City Council

Agenda Transmittal Memo



M

Meeting Date	1.25.2022	Council Priority	Public Safety
Department	Public Health		
Contact	Casie Stoughton		

Agenda Caption

CONSIDER AWARD – COMMUNICATIONS AND MARKETING SERVICES CONTRACT TO SUPPORT VACCINATION PROGRAM FOR AMARILLO DEPARTMENT OF PUBLIC HEALTH

Award to: Mary Coyne Marketing Communications, LLC. - \$2,446,000.00

This item considers the award of a contract for communications and marketing services to support the work of Amarillo Public Health through public health communications to plan and manage a comprehensive campaign providing education and opportunity for COVID-19 vaccination for the community.

Agenda Item Summary

This RFP is to support the work of Amarillo Public Health through public health communications to plan and manage a comprehensive campaign providing education and opportunity for COVID-19 vaccination for the community.

Requested Action

Award RFP 04-22 Communications & Marketing Services to Support Vaccination Program for Amarillo Department of Public Health to MCMC-Mary Coyne Marketing Communications, LLC.

Funding Summary

Funding for this project is through Amarillo Public Health via grant provided by the Texas Department of State Health Services.

Community Engagement Summary

RFP.

Staff Recommendation

Approve.

Amarillo City Council

Agenda Transmittal Memo



N

Meeting Date	February 8, 2022	Council Pillar	Fiscal Responsibility
Department	City Manager's Office		
Contact	Laura Storrs, Assistant City Manager		

Agenda Caption
RESOLUTION –AUTHORIZING THE ISSUANCE OF CERTAIN TAX-EXEMPT REVENUE REFUNDING BONDS FOR THE BENEFIT OF WAYLAND BAPTIST UNIVERSITY
(Contact: Laura Storrs, Assistant City Manager)

Discussion and consideration of issuance of tax-exempt revenue refunding bonds for construction and installation of wireless internet equipment, building repairs or improvements, HVAC installation and repairs, and parking lot paving on the Wayland Baptist University campus located at 4530 Canyon Drive, Amarillo, Texas 79109 (the Project).

Agenda Item Summary
In order to issue the Bonds on a tax-exempt basis the issuance of the Bonds, and the Project financed by the Bonds and located within the City of Amarillo, Texas (the "City") must be approved by the applicable elected representatives of the City as required by Section 147(f) of the Internal Revenue Code, as amended. The City shall have no liability whatsoever in regard to the payment of the Bonds or in regard to the Project.

Requested Action
Council consideration and approval of the resolution.

Funding Summary
N/A

Community Engagement Summary
N/A

Staff Recommendation
Staff recommendation is to approve the resolution.

RESOLUTION NO. 02-08-22-6

**RESOLUTION BY THE CITY COUNCIL OF AMARILLO,
TEXAS APPROVING THE ISSUANCE OF CERTAIN TAX-
EXEMPT REVENUE REFUNDING BONDS FOR THE
BENEFIT OF WAYLAND BAPTIST UNIVERSITY**

WHEREAS, the City of Hale Center, Texas has caused to be created the Hale Center Education Facilities Corporation (the "Issuer"); and

WHEREAS, the Issuer intends to issue its Hale Center Education Facilities Corporation Revenue Improvement and Revenue Refunding Bonds (Wayland Baptist University Project) Series 2022 in a maximum principal amount not to exceed \$36,497,605 (the "Bonds"); and

WHEREAS, the Bonds are being issued for the benefit of Wayland Baptist University (the "University"); and

WHEREAS, the Bonds are to be issued to finance or refinance multiple projects including the following items, all of which shall be owned and operated by the University:

New Facilities:

Construction and installation of wireless internet equipment, building repairs or improvements, HVAC installation and repairs, and parking lot paving on the University's campus located at 4530 Canyon Drive, Amarillo, Texas 79109, with the estimated maximum principal amount of Bonds to be issued for this particular purpose being \$275,625

(with such items being referred as the "Project"); and

WHEREAS, in order to issue the Bonds on a tax exempt basis the issuance of the Bonds, and the Project financed by the Bonds and located within the City of Amarillo, Texas (the "City") must be approved by the applicable elected representatives of the City as required by Section 147(f) of the Internal Revenue Code, as amended;

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

1. That the above recitals are true and correct.
2. That solely for the purposes of satisfying the requirements of Section 147(f) of the Internal Revenue Code, and for no other purposes whatsoever, the City hereby approves the Bonds and the Project.
3. **That it is officially understood that the City shall have no liability whatsoever in regard to the payment of the Bonds or in regard to the Project.**
4. This approval is limited solely to the purposes set forth in Section 2 above and does not constitute any further approval required by the University for any other purpose.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas
this 8th day of February 2022.

Ginger Nelson, Mayor
City of Amarillo, Texas

ATTEST:

Stephanie Coggins, City Secretary
City of Amarillo, Texas

(SEAL)