

**AGENDAS**

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JANUARY 23, 2018 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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***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.*

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**WORK SESSION**

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
  - (2) Discuss Beautification and Public Arts Advisory Board;
  - (3) Presentation and Discussion regarding Short-Term Rentals;
  - (4) Discuss Budget Policies; and
  - (5) Consider future Agenda items and request reports from City Manager.
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**REGULAR MEETING ITEMS**

**INVOCATION:** Tom Roller

**PUBLIC COMMENT:** Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.  
(Texas Attorney General Opinion. JC-0169.)

**1. CONSENT AGENDA:**

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. MINUTES:**

Approval of the City Council minutes of the regular meeting held on January 16, 2018.

**B. ORDINANCE NO. 7704:**

(Contact: AJ Fawver, Planning and Zoning Director)

This is the second and final reading of an ordinance rezoning Lots 1-3, Block 2, Westcliff Park Unit No. 40, in Section 25, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, and G (PD-55BCG) to Office District 1 (O-1). (Vicinity: Tascosa Road and Westwood Drive.)

- C. **ORDINANCE NO. 7705:**  
(Contact: AJ Fawver, Planning and Zoning Director)  
This is the second and final reading of an ordinance rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Planned Development 116 (PD-116), by expanding PD-116 to encompass this site. (Vicinity: South Georgia Street & Southwest 45<sup>th</sup> Avenue.)
- D. **ORDINANCE NO. 7706:**  
(Contact: AJ Fawver, Planning and Zoning Director)  
This is the second and final reading of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map for the Estancia Addition Preliminary Plan Area (Recently Annexed area along Tascosa Road on the northwest side of Amarillo); providing a severability clause; and providing an effective date. (Vicinity: Tascosa Road and North Coulter Street.)
- E. **ORDINANCE NO. 7707:**  
(Contact: Michelle Bonner, Deputy City Manager)  
This is the second and final reading of an ordinance appointing the Presiding Judge of the Amarillo Municipal Court for the unexpired term of the fiscal years 2017/2018 and 2018/2019.
- F. **PURCHASE – REFUSE BAGS:**  
(Contact: David Lehfeldt, Solid Waste Superintendent)  
Awarded to Central Poly Bag Corp. -- \$80,543.00  
This item is the scheduled purchase of Solid Waste Refuse Bags that are made available to the customers that are served by hand collection. This award will be used by the City of Amarillo Solid Waste Division for daily operational requirements.
- G. **AWARD CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES:**  
(Contact: Hector Mendoza, Health Plan Administrator)  
Awarded to highest evaluated proposer: Deer Oaks EAP Services  
Funding of services is as follows for a three year contract -- \$83,823.60  
This item provides employee assistance program (EAP) services to the City of Amarillo employees. This program will enhance our Human Resource function providing access to counseling and training for the City employees.
- H. **PURCHASE – TELEVISION AND DIGITAL ADVERTISING:**  
(Contact: Michael Connor, Director of Aviation)  
Awarded to KVII-TV One Broadcast Center -- \$135,000.00  
This item considers purchase of television and digital advertising in support of the Phoenix airline service.
- I. **PURCHASE – NEW AMERICAN AIRLINES SERVICE ADVERTISING:**  
(Contact: Michael Connor, Director of Aviation)  
Awarded to Alpha Media -- \$77,000.00  
This item recommends approval to purchase local radio advertising and cross-market digital advertising to support the Phoenix airline service. This advertising is a requirement of the DOT grant and of the airline service agreement.
- J. **PURCHASE OF REPLACEMENT CHILLER FOR THE GLOBE NEWS CENTER (GNC) DAMAGED ON JANUARY 1, 2018:**  
(Contact: Jerry Danforth, Facilities & Special Projects Administrator)  
Robert Madden, Inc. -- \$93,488.00  
This is an emergency repair to replace a chiller at the GNC that was damaged during freezing temperatures on January 1, 2018 when we experienced power fluctuations that cause failed control circuits.

K. **AVIATION CLEAR ZONE EASEMENT:**

(Contact: AJ Fawver, Planning and Zoning Director)

Aviation Clear Zone Easement, being 3,850 feet above mean sea level above the plat of Amarillo Boulevard East Unit No. 5, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

**REGULAR AGENDA**

2. **ORDINANCE NO. 7708:**

(Contact: Andrew Freeman, Economic Development Manager)

This is the first reading of an ordinance approving the transfer of Lots 001 through 006, Block 0003, Lee Green's Addition, an addition to the city of Amarillo, Potter County, Texas to Amarillo Habitat for Humanity, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager to execute all documents necessary to transfer ownership.

3. **APPROVAL -- CENTER CITY TAX REINVESTMENT ZONE #1 DEVELOPER AGREEMENT FOR DUBS DEVELOPMENT, LLC:**

(Contact: Andrew Freeman, Economic Development Manager)

This item approves a Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the Dubs Development commercial building located at 621 South Polk Street, a 90% tax rebate with an annual cap of \$25,000 over a 10-year period, to assist with the increased unexpected construction costs associated with the project, together with the enhanced benefits that may result for the public in downtown spaces.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7<sup>th</sup> Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 19th day of January 2018.

Amarillo City Council meetings stream live on Cable Channel 10 and are available online at:

[www.amarillo.gov/granicus](http://www.amarillo.gov/granicus)

*Archived meetings are also available.*



A

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 16th day of January 2018, the Amarillo City Council met at 3:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON  
ELAINE HAYS  
FREDA POWELL  
EDDY SAUER  
HOWARD SMITH

MAYOR  
COUNCILMEMBER NO. 1  
COUNCILMEMBER NO. 2  
COUNCILMEMBER NO. 3  
COUNCILMEMBER NO. 4

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

JARED MILLER  
MICHELLE BONNER  
MICK MCKAMIE  
ANDREW FREEMAN  
FRANCES HIBBS

CITY MANAGER  
DEPUTY CITY MANAGER  
CITY ATTORNEY  
ECONOMIC DEVELOPMENT MGR.  
CITY SECRETARY

The invocation was given by Jason Craft, Messiahs House. Mayor Nelson led the audience in the Pledge of Allegiance.

Mr. Miller recognized the City graduates from the Texas Certified Public Manager (CPM) Program: Trent Davis, AJ Fawver, Christy Fisher, Ken Funtek, Jonathan Gresham, Richard Havens, Shaun May, Blair McCurdy Snow, Michael Padilla, Laura Storrs, and Casie Stoughton.

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

**PUBLIC COMMENT:**

Jennifer Landram, Recycle Amarillo, 4607 Matador Trail, stated citizens have the right and responsibility to recycle through a profitable and sustainable recycling program. She further stated they polled 9,000 residents for rolling carts without dumpsters. Some concerns included: theft, wind, increased illegal dumping, and elderly assistance. She suggested additional recycling sites at Walmart(s) and schools and for the City to obtain a glass crusher at the landfill. She then requested this item be on a future agenda for Council's consideration. Mayor Nelson acknowledged citizens in the audience in favor of the speaker's suggestions. Allen Finegold, 2601 North Grant Street, asked Mr. Miller how many subcommittee and advisory committees the City currently has. He stated the need for an Advisory Subcommittee on water structure. He further suggested a five (5) member board, including a civil engineer and someone familiar with hydro logics. James Schenck, 6216 Gainsborough Street, stated confusing things have been said about the current dumpster issues and perhaps there was trouble with past Councils replacing worn dumpsters. Tom Schimpf, 4615 Van Winkle Street, stated he owns several rent houses and has problems removing tenants. He further stated he also has problems with the City ordinance not allowing solid waste in alleys. On the new Solid Waste 24-hour pick up he waited a week and three days. The excuse he received was it was not close enough to the curb. Then he received a certified letter from Building Safety about junk and debris on the property. Cyn Palmer, 917 South Lamar Street, also spoke on the City's recycling issues. She stated residents would be willing to pay a nominal fee to build a better City. She further stated it would be a positive move for the City of Amarillo. Susan Ross, 1819 Lawson Lane, reported problems with Animal Control. On September 15, 2016 then again on January 9, 2018 her dogs were attacked and killed by a neighbor's pit bulls. She stated she felt Animal Control had failed her and her family. She asked for control of her neighborhood against vicious dogs. There were no further comments.



ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Councilmember Powell asked that Item 1A be considered separately. Motion was made by Councilmember Powell to approve Item 1B of the consent agenda, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell to approve Item 1A of the consent agenda as amended, seconded by Councilmember Hays.

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

- A. **MINUTES:**  
Approval of the City Council minutes of the regular meeting and special meeting held on January 9, 2018 and January 12, 2018, respectively.
  
- B. **PURCHASE – FERTILIZER:**  
(Contact: Rod Tweet, Parks and Recreation Director)  
Award to low responsive bidders as follows:  
SKRT.INC DBA Pro Chem - \$116,168.55  
Lines 1, 5, 11, 12, 13, 16  
Harrell's LLC - \$ 21,108.32  
Lines 3, 6, 9, 10, 15, 17  
Golf Enviro Systems - \$ 24,125.00  
Lines 2, 8, 14  
Total Award \$161,401.87  
This item approves the annual purchase of various fertilizers that are used throughout the year at Ross Rogers and Comanche Trail Golf Complexes as well as the Park Maintenance Division.

**REGULAR AGENDA**

ITEM 2: Mr. Miller presented a sign to be posted on Meadow Drive in honor of Officer Justin Scherlen. He stated Council will be evaluating a memorial to all fallen personnel. There would also be an upcoming appropriate ceremony and they would invite the Scherlen Family. Michael Padilla stated there would be a total of six signs at each street location.

ITEM 3: Mayor Nelson presented the first reading of an ordinance rezoning Lots 1-3, Block 2, Westcliff Park Unit No. 40, in Section 25, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, and G (PD-55BCG) to Office District 1 (O-1). (Vicinity: Tascosa Road and Westwood Drive.) This item was presented by Jeffrey English, Planner I. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7704  
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 PROEPRTY IN THE VICINITY OF TASCOSA ROAD AND WESTWOOD DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDNG A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Nelson presented the first reading of an ordinance rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Planned Development 116 (PD-116), by expanding PD-116 to encompass this site. (Vicinity: South Georgia Street & Southwest 45<sup>th</sup> Avenue.) This

item was presented by Jeffrey English, Planner 1. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that the following captioned ordinance be passed:

ORDINANCE NO. 7705

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 PROEPRTY IN THE VICINITY OF SOUTH GEORGIA STREET AND SOUTHWEST 45<sup>TH</sup> AVENE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDNG A REPEALER CLAUSE; AND PROVIIDNG AN EFFECTIVE DATE.

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

ITEM 5: Mayor Nelson presented the first reading of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map for the Estancia Addition Preliminary Plan Area (Recently Annexed area along Tascosa Road on the NW side of Amarillo); providing a severability clause; and providing an effective date. (Vicinity: Tascosa Road and North Coulter Street.) This item was presented by Jeffrey English, Planner I. Mayor Nelson opened a public hearing. James Schenck, 6216 Gainsborough, inquired if this project was being presented with alleys. Mr. English stated they would need a variance for no alleys. Joe Watson, 7609 Countryside, stated they do not currently have alleys. He stated they have submitted the preliminary plans along with improvements for the development of the residential area. He stated they would be interested in rollout carts like other cities. Mayor Nelson inquired when he would begin building houses. Mr. Watson replied he has submitted the second preliminary plans and expects comments shortly and then they would be ready for approval. Mr. Watkins stated there has been a lot of interest in the growth moving in that direction. He further stated they would submit an application for a public improvement district for the park and they would like to include keeping some of the wildlife. There were no further comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Powell, that the following captioned ordinance be passed:

ORDINANCE NO. 7706

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY AMENDING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR A 154.68 ACRE TRACT LOCATED NORTHWEST OF THE CITY NORTHWEST OF THE INTERSECTION OF RAVENWOOD DRIVE AND TASCOSA ROAD (RM 1061), AND EXTENDING NORTH/NORTHWEST ADJACENT TO THE WESTERNMOST LINE OF TASCOSA ROAD (RM 1061) FOR A DISTANCE OF 5,562', AND OUT OF AN 883.57 ACRE TRACT SITUATED IN SECTION 24, BLOCK 9, B.S.&F. SURVEY; POTTER COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Recognized Jeffrey English.

ITEM 6: Mayor Nelson presented an item continuing the approval of the IT Infrastructure Refresh award. There were incorrect purchase contract numbers on vendor documents that must be corrected. This item was presented by Rich Gagnon, IT Director. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this contract be approved.

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

ITEM 7: Mayor Nelson presented the first reading of an ordinance appointing the Presiding Judge of the Amarillo Municipal Court for the unexpired term of the fiscal years 2017/2018 and 2018/2019. Mr. Miller stated Laura Hamilton will replace Sonya Letson as Presiding Judge. Mayor Nelson stated the candidate pool was very strong. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7707  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO,  
TEXAS: APPOINTING THE PRESIDING JUDGE OF THE AMARILLO  
MUNICIPAL COURT FOR UNEXPIRED TERM OF FISCAL YEARS 2017-  
2018 AND 2018-2019; PROVIDING FOR SEVERABILITY; PROVIDING  
FOR REPEALER; PROVIDING AN EFFECTIVE DATE.

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

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

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



B

# Amarillo City Council

## Agenda Transmittal Memo



|              |                  |                  |                      |
|--------------|------------------|------------------|----------------------|
| Meeting Date | January 23, 2018 | Council Priority | Community Appearance |
| Department   | Planning         |                  |                      |
| Contact      | AJ Fawver        |                  |                      |

### Agenda Caption

Vicinity: Tascosa Rd. & Westwood Dr.

PRESENTATION AND CONSIDERATION of Rezoning Lots 1 - 3, Block 2, Westcliff Park Unit No. 40, in Section 25, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, and G (PD-55BCG) to Office District 1 (O-1).

### Agenda Item Summary

Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan’s recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “Suburban Commercial” land use. The Comprehensive Plan states that the development type in this designation allow a range of commercial retail and service uses, at varying scales and intensities depending on the site. It also allows for Office (both large and small depending on the site). Assisted living facilities are allowed under Office District 1 (O-1) thus can fall under suburban commercial uses.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher density at section line corners to areas of lower density toward the center of the section. This concept of development ensures that commercial areas will have less of an impact to residential areas. This rezoning request follows the Neighborhood Unit Concept since the corner of West Amarillo Boulevard and Tascosa Road is being treated at the arterial intersection.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. One of these strategies is an emphasis on infill development and encouraging development in existing undeveloped portions of the city where utility services are already available. *(Page 3.3, Growth Management & Capacity)* This action strategy is supported in this situation as the requested zoning change would create the opportunity to further the development in this location.

This rezoning request is consistent with the current pattern of development and zoning. There currently



# Amarillo City Council

## Agenda Transmittal Memo



exists a one phase of the project completed with another on the way once the rezoning and site plan reviews are completed. The proposed rezoning to O-1 will allow a transition in the area to accommodate future development that is consistent with the nearby zoning and future land use map.

### Requested Action

The applicant is requesting the rezoning Lots 1 - 3, Block 2, Westcliff Park Unit No. 40, in Section 25, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, and G (PD-55BCG) to Office District 1 (O-1) in order to expanding the existing assisted living facility on to this site.

### Funding Summary

N/A

### Community Engagement Summary

Level 4 - The item was distributed to all applicable internal and external entities. Notices have been sent out to 4 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its January 8, 2018 public meeting.

### City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council **approve** the item as submitted.

ORDINANCE NO. 77041

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 TASCOSA ROAD AND WESTWOOD DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has 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; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. 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 Lots 1 - 3, Block 2, Westcliff Park Unit No. 40, in Section 25, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, and G (PD-55BCG) to Office District 1 (O-1).

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

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. 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 \_\_\_\_ day of January, 2018 and PASSED on Second and Final Reading on this the \_\_\_\_\_ day of January, 2018.

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

ATTEST:

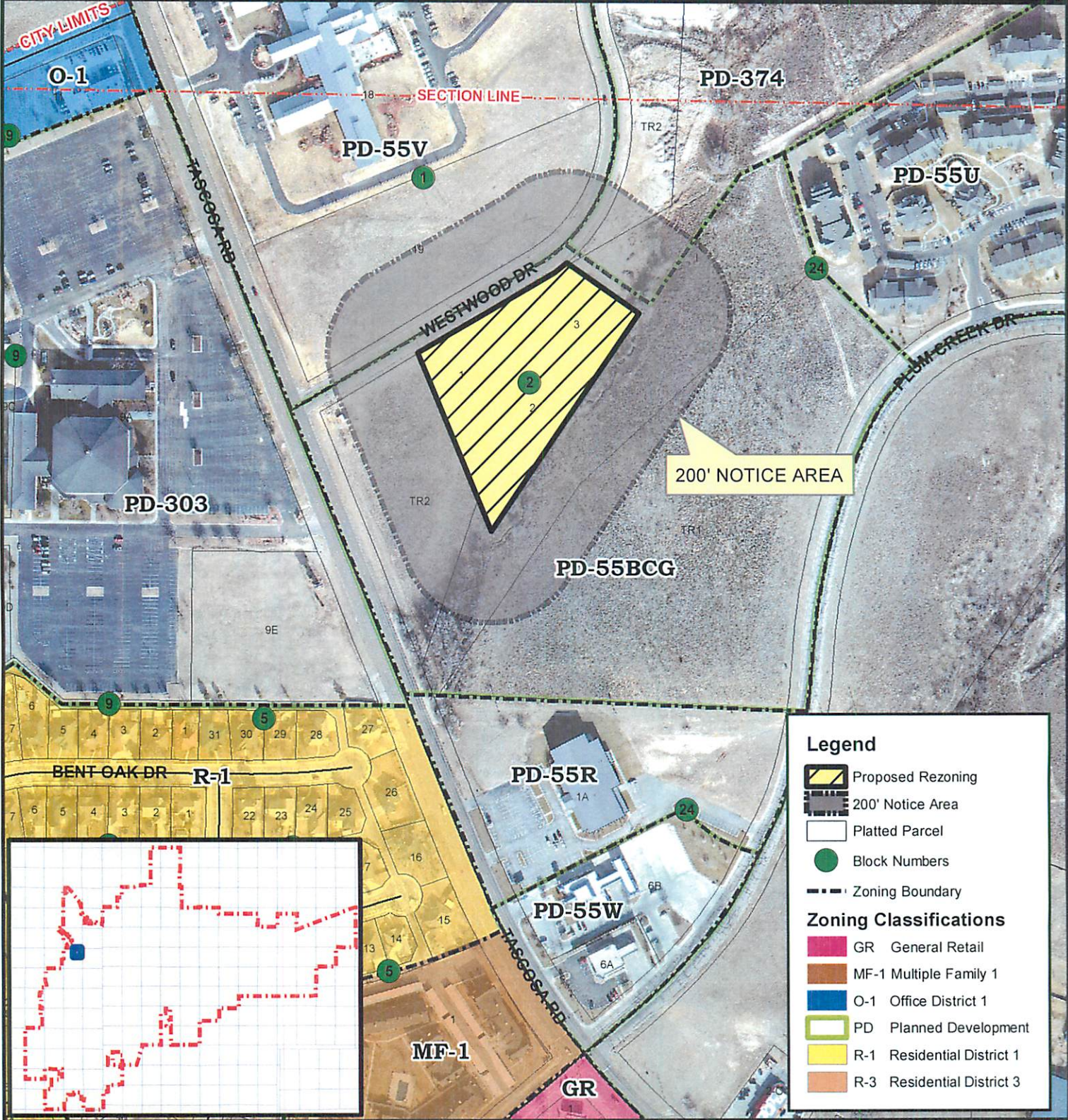
\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney



CASE Z-17-36  
REZONING FROM PLANNED DEVELOPMENT 55BCGY (PD-55BCGY)  
TO OFFICE DISTRICT 1 (O-1)



CITY OF AMARILLO  
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet  
Date: 12/27/2017



Rezoning Lots 1 - 3, Block 2, Westcliff Park Unit No. 40, in Section 25, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 55 with amendments B, C, G, and Y (PD-55BCGY) to Office District 1 (O-1).

Applicant: Che Shadle  
Vicinity: Tascosa Rd. & Westwood Dr.

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.





Looking southeast across Westwood Drive towards the existing portion of this assisted living facility which is part of this proposed rezoning tract (Currently zoned PD-55BCG).



Looking southwest across from the proposed rezoning tract towards Tascosa Rd. & Westwood Dr. intersection.





Looking northwest across from the proposed rezoning tract towards the VA Assisted Living facility (Zoned PD-55V)



Looking northeast across from the proposed rezoning tract towards the Westcliff neighborhood.



Looking east across from the proposed rezoning tract where the proposed expansion of the existing assisted living facility is located.



2



# Amarillo City Council

## Agenda Transmittal Memo



|              |                  |                  |                      |
|--------------|------------------|------------------|----------------------|
| Meeting Date | January 23, 2018 | Council Priority | Community Appearance |
| Department   | Planning         |                  |                      |
| Contact      | AJ Fawver        |                  |                      |

**Agenda Caption**

Vicinity: S Georgia Street & SW 45<sup>th</sup> Avenue

PRESENTATION AND CONSIDERATION of Rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Planned Development 116 (PD-116), by expanding PD-116 to encompass this site.

**Agenda Item Summary**

Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan’s recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

During the site visit, Planning Department staff noticed that - in all directions of this property are retail or commercial uses, and that the lot under consideration was an old gas station that has since been demolished.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “General Commercial (GC)” land use. The Comprehensive Plan states that the character and intensity of this land use category encompasses a broad range of commercial and retail uses. Including but not limited to mini-storage which falls under commercial uses and is thus allowable in General Commercial (GC).

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of lower density at section line corners to areas of high density. This concept of development ensures that commercial areas will have less of an impact to residential areas. This concept does follow the Neighborhood Unit Concept as this request is at a section line arterial intersection (SW 45<sup>th</sup> Avenue & South Georgia Street) where commercial and retail uses are highly recommended.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. These include:

- Emphasis on infill development and encouraging development in existing undeveloped portions of the city where utility services are already available. *(page 3.3, Growth Management & Capacity)*



# Amarillo City Council

## Agenda Transmittal Memo



The requested zoning change would expand the PD boundaries and include an updated PD site plan that meets city standards.

### Requested Action

The applicant is requesting the rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Planned Development 116 (PD-116) in order to expanding the existing mini-storage and auto-storage location on to this site.

### Funding Summary

N/A

### Community Engagement Summary

Level 4 - The item was distributed to all applicable internal and external entities. Notices have been sent out to 8 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its January 8, 2018 public meeting.

### City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council **approve** the item as submitted.

ORDINANCE NO. 7635

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 SOUTH GEORGIA STREET AND SOUTHWEST FORTY FIFTH AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has 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; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. 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 Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Planned Development 116 (PD-116), by expanding PD-116 to encompass this site.

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

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. 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 \_\_\_\_ day of January, 2018 and PASSED on Second and Final Reading on this the \_\_\_\_\_ day of January, 2018.

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

ATTEST:

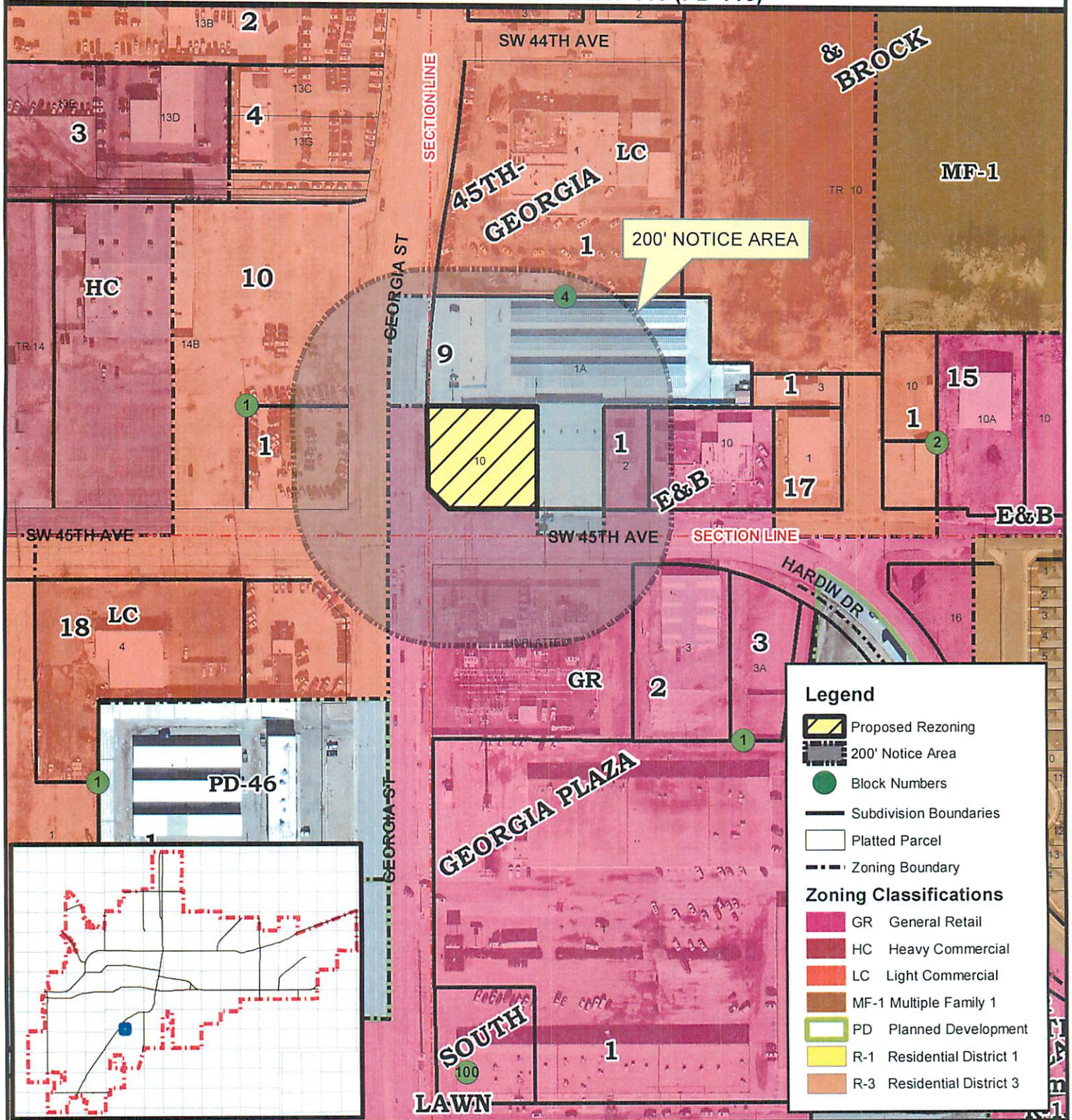
\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney



**CASE Z-17-35  
REZONING FROM GENERAL RETAIL DISTRICT (GR)  
TO PLANNED DEVELOPMENT 116 (PD-116)**



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

**Scale: 1 inch = 200 feet  
Date: 11/15/2017**



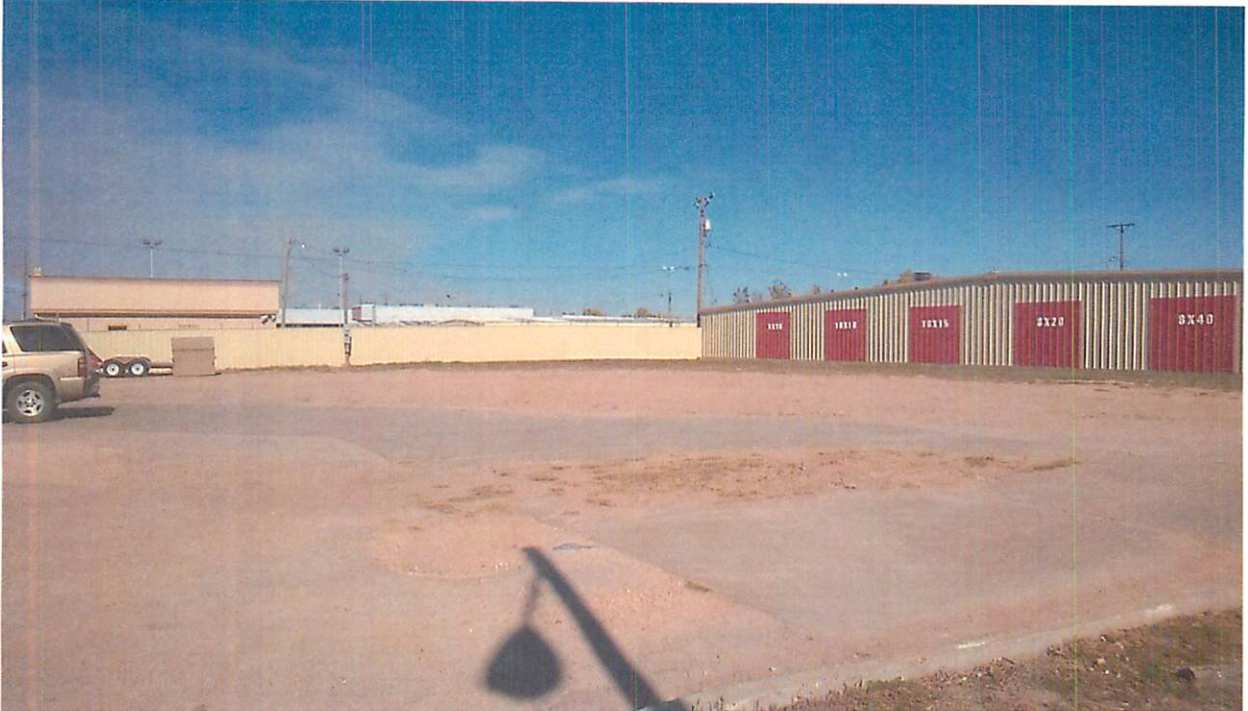
Rezoning of Tract 10, Block 1, Eberstadt & Brock Unit No. 1, in Section 185, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from General Retail (GR) to Planned Development 116 (PD-116).

Applicant: Daryl Furman

Vicinity: SW 45th Ave. & S Georgia St.

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.





Looking northeast at the proposed rezoning tract at the NE corner of S Georgia St. & SW 45<sup>th</sup> Ave.



Looking north from the proposed rezoning tract up S Georgia St.



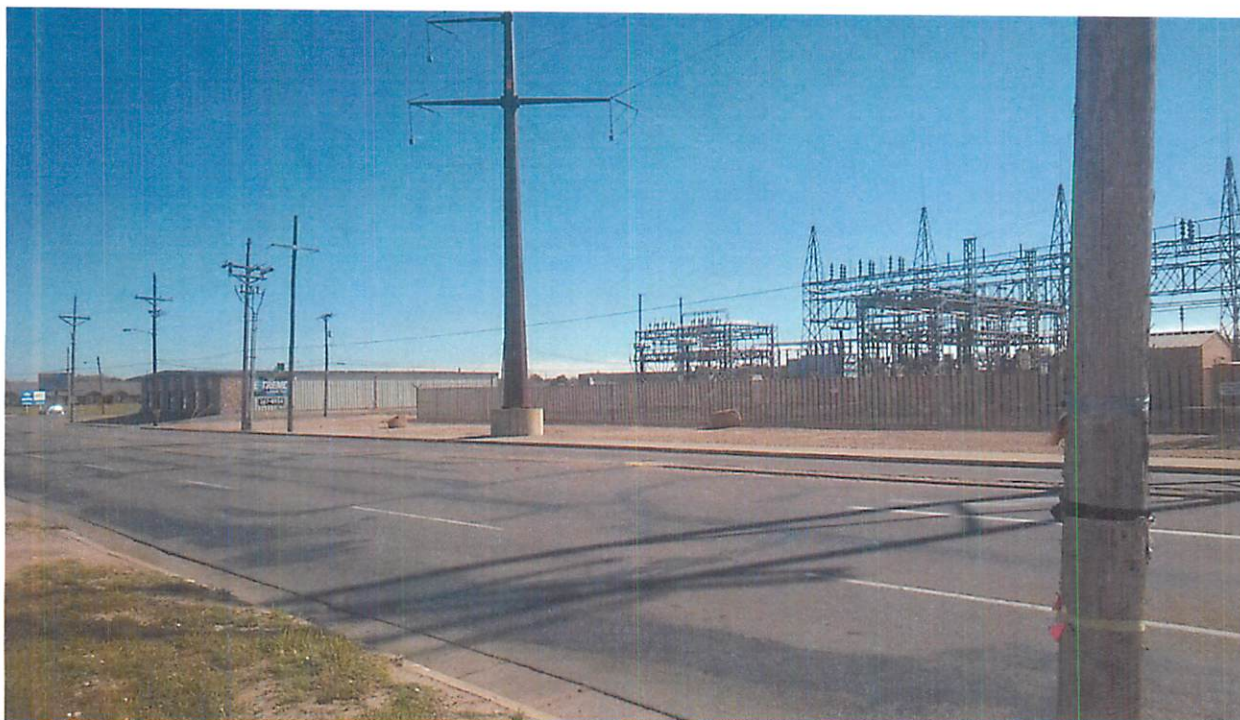


Looking west from the proposed rezoning tract down SW 45<sup>th</sup> Ave.

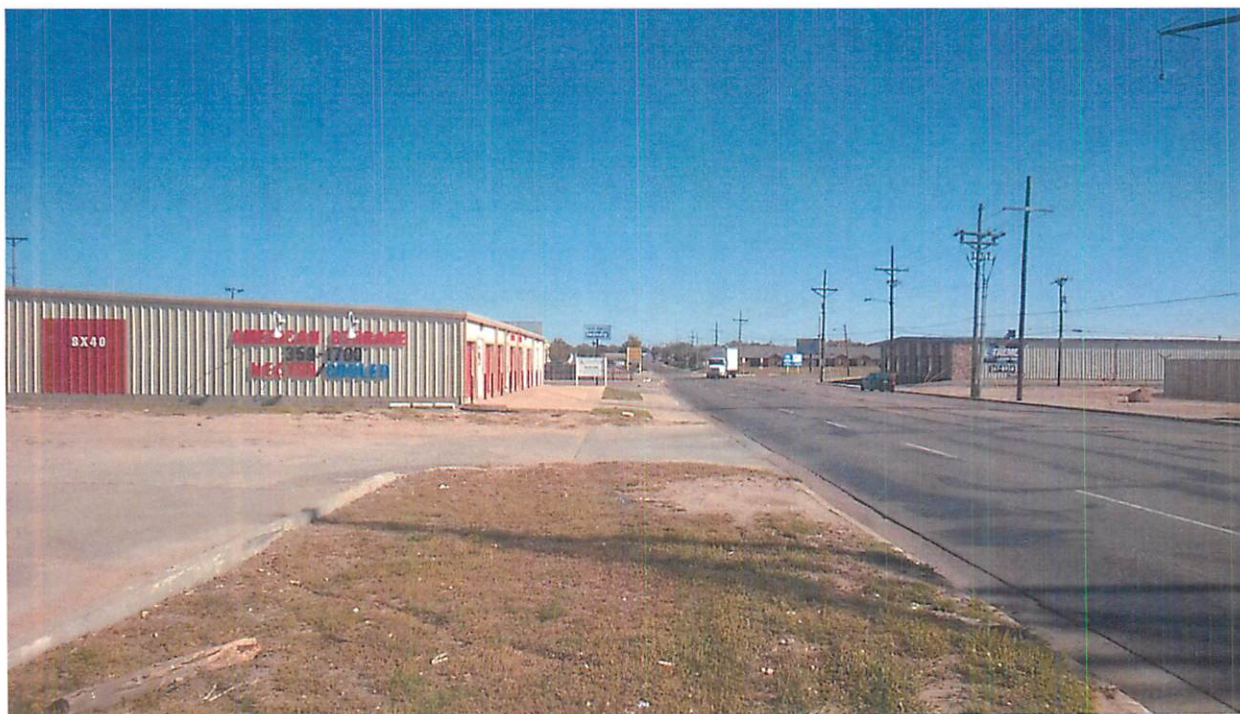


Looking south from the proposed rezoning tract down S Georgia St.





Looking southeast from the proposed rezoning tract down SW 45<sup>th</sup> Ave.

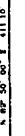
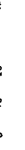
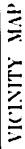


Looking east from the proposed rezoning tract down SW 45<sup>th</sup> Ave.



Looking northeast at the proposed rezoning tract from the NE corner of S Georgia St. & SW 45<sup>th</sup> Ave.





**TRACT 1**  
Lot 1-A, Block 4, 45th-Georgia Subdivision, Unit No. 2, an addition to the City of Amarillo, Randall County, Texas according to the map or plat thereof, recorded in Volume 681, Page 139 of the Deed Records of Randall County, Texas

0.56 +/- acre tract of land situated in Section 18S, Range 13N, EAB & M Survey, Randall County, Texas, being that certain tract of land being described in that certain instrument recorded under Clerk's File No. 201612206 of the Official Public Records of Randall County, Texas, said 0.56 +/- acre tract of land having been surveyed on the ground by Purman Land Surveys Inc. on August 4, 2017 and being further described by metes and bounds.

THE N 20° 50' 00" E. 162.62 feet along the common line between said 45th degree subdivision Unit No. 9 and this tract of land, to the Northwest corner of said Unit No. 9, and thence being the Northwest corner of this tract of land.

THENCE N 10° 10' 00" E. 150.00 feet along the common line between said 45th degree subdivision Unit No. 9 and this tract of land, to the Northwest corner of said Unit No. 9, and thence being the Southwest corner of said Unit No. 9, and thence being the South-Southwest corner of said Unit No. 9, and thence being the South-Southwest corner of this tract of land.

THENCE N 00° 10' 00" W 130.30 along said East Right-of-Way line of S. Georgia Street to a point at the beginning of a curve to the right whose center point bears N. 88° 50' 00" E. 1830.15 feet;

parts of land, more or less  
L. 10.70 feet to the point of RETURNING and containing 0.50+/-

**ASSOCIATES**

TREES 312/40 - 8 TREES REQUIRED, 8 PROVIDED  
GROUND COVER GRASS (AS LISTED)  
TREES: 5" CAL. ARISTOBIAT PEAR TREE (ORNAIMENTAL);

3" CAL TREES = 2  
SUB-SURFACE IRRIGATION/GRASS = 10 (SPRINKLER HEADS NOT REQUIRED)  
TREES IN PARKING = 5  
TOTAL = 52

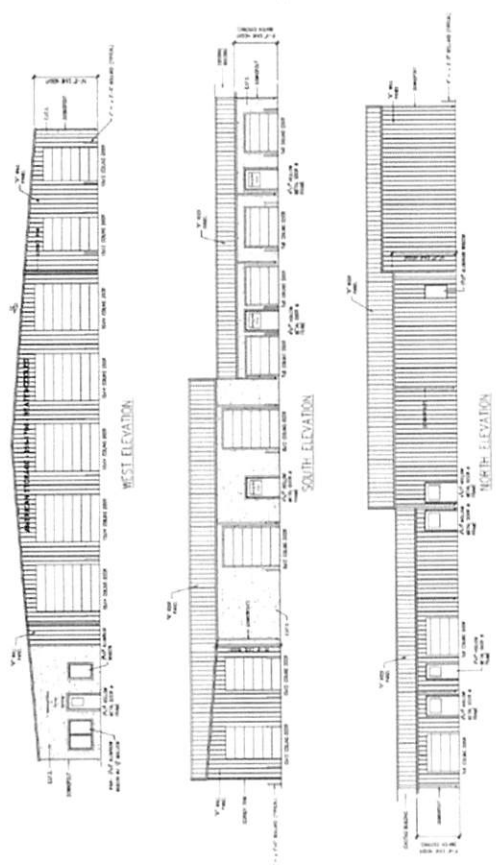
CRASS

← DIRECTION OF DRAINAGE

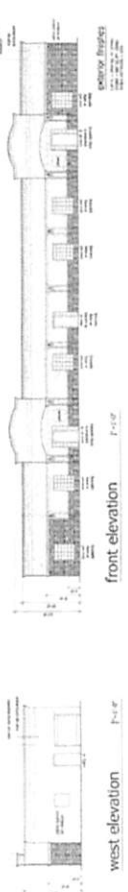
PD-116A  
PD-116A  
CR  
PD-116A

**SURVEYING, MAPPING, GEODESIC  
INSTRUMENTS**  
NAVOS (IMPORTED)

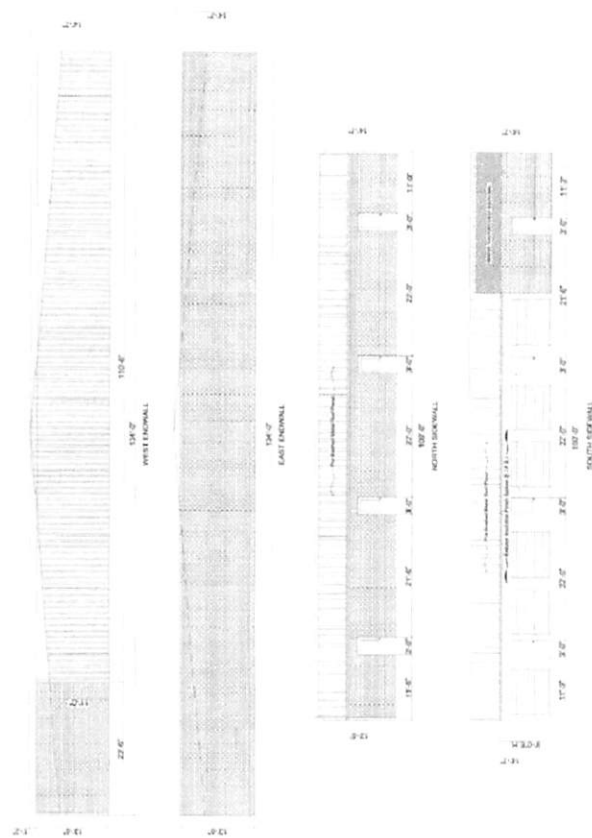
PROJECT NO 1708736PD FILE NO M-16  
DELETING NO P / KLB IT, RANDALL/M-16/170



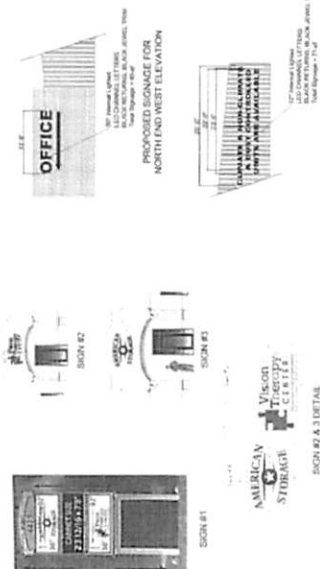
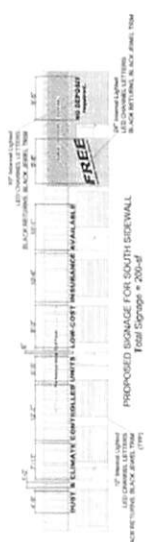
PROPOSED STORAGE BUILDING ELEVATIONS  
FOR "AN HARBOR" PLANS DATED 11/1/78



EXISTING STORAGE BUILDING ELEVATIONS  
FOR "AN HARBOR" PLANS DATED 11/1/78



EXISTING STORAGE BUILDING ELEVATIONS  
FOR "AN HARBOR" PLANS DATED 11/1/78



EXISTING STORAGE BUILDING ELEVATIONS  
FOR "AN HARBOR" PLANS DATED 11/1/78

45th - GEORGIA  
SUBDIVISION

**PERMANENT SURVEYING, INC.**  
SURVEYING, MAPPING, CONSULTING  
1000 W. 10th Street, Suite 100  
Tulsa, Oklahoma 74103  
Phone: (918) 438-1111  
Fax: (918) 438-1112  
E-mail: info@permanentsurveying.com  
Website: www.permanentsurveying.com





D

# Amarillo City Council

## Agenda Transmittal Memo



|              |                  |                  |                      |
|--------------|------------------|------------------|----------------------|
| Meeting Date | January 23, 2018 | Council Priority | Community Appearance |
| Department   | Planning         |                  |                      |
| Contact      | AJ Fawver        |                  |                      |

### Agenda Caption

Vicinity: Tascosa Rd. & N Coulter St.

Consideration and public hearing of an ordinance providing for specified changes in the adopted Comprehensive Plan by amending the Future Land Use and Character Map for the Estancia Addition Preliminary Plan Area (Recently Annexed area along Tascosa Road on the NW side of Amarillo); providing a severability clause; and providing an effective date.

### Agenda Item Summary

Local Government Code Title 7, Subtitle A, Chapter 213 permits cities to adopt a comprehensive plan for the long-range development of a municipality, which was done by adoption of the Amarillo Comprehensive Plan in October of 2010. This same chapter allows cities to amend a comprehensive plan by ordinance following consideration by their planning commission (who considered this proposal on January 8<sup>th</sup>) and following a public hearing.

Local Government Code Section 211.004 requires cities to zone in accordance with the Comprehensive Plan; therefore, this document is fundamentally important in shaping the growth of Amarillo.

Staff's examination of the area included a look at the current land uses in the recently annexed area that has not changed since the adoption of the 2010 comprehensive plan. Staff also looked at the submitted preliminary plan within this subject area. Finally, the department created a proposed map amendment closely based off of the neighborhood unit concept (terrain provided some hardship to that concept pattern on the northwest side of Amarillo), identifying some changes deemed justified by this assessment to bring this area up to date now that it is inside city limits.

Changes to the Comprehensive Plan do not require notification; however, in the interest of transparency, staff notified all owners of record in the affected area plus within 200 ft of the area, and a mail notification was sent out alerting the owners to a general information meeting to be held on Thursday, December 21<sup>st</sup>, 2017, at which staff members were available to answer questions and discuss the proposal that was put together. At the meeting, staff received contacts from 4 citizens within the notification area. After discussion with staff, and asking some questions, none of the 4 citizens indicated opposition to the proposed changes.

The background packet includes two maps for review: 1) the current Future Land Use and Character Map (FLUC) for this study area, and 2) the proposed Future Land Use and Character Map for this study area.

# Amarillo City Council

## Agenda Transmittal Memo



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### Requested Action

Approval of the proposed changes for this Estancia Addition area to “General Commercial, General Residential, and Parks & Recreation” in the Comprehensive Plan’s Future Land Use and Character (FLUC) Map.

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### Funding Summary

N/A

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### Community Engagement Summary

Level 4 - Notices were sent to all property owners of record within 200 ft and the entirety of the study area (same notification area as a typical rezoning case). The general information meeting was held on December 21<sup>st</sup>, 2017.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its January 8, 2018 public meeting.

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# Amarillo City Council

## Agenda Transmittal Memo



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### City Manager Recommendation

Planning Staff have reviewed the associated ordinance and exhibit and, along with the Planning & Zoning Commission, **recommend the City Council approve** the item as submitted.

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ORDINANCE NO. 77106

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE ADOPTED COMPREHENSIVE PLAN OF THE CITY OF AMARILLO, TEXAS BY AMENDING THE FUTURE LAND USE AND CHARACTER MAP SPECIFICALLY FOR A 154.68 ACRE TRACT LOCATED NORTHWEST OF THE CITY NORTHWEST OF THE INTERSECTION OF RAVENWOOD DRIVE AND TASCOSA ROAD (RM 1061), AND EXTENDING NORTH/NORTHWEST ADJACENT TO THE WESTERMOST LINE OF TASCOSA ROAD (RM 1061) FOR A DISTANCE OF 5,562', AND OUT OF AN 883.57 ACRE TRACT SITUATED IN SECTION 24, BLOCK 9, B.S.&F. SURVEY; POTTER COUNTY, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, Local Government Code Title 7, Subtitle A, Chapter 213 permits the governing body of a municipality to adopt a comprehensive plan for the long-range development of a municipality; and,

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010; and,

WHEREAS, recent requests and inquiries alerted Planning Department staff to changing conditions of the aforementioned area that have occurred since the initial plan adoption in 2010; and,

WHEREAS, these conditions warrant consideration of amending the Future Land Use and Character map; and,

WHEREAS, the Planning Department has conducted an analysis of the aforementioned area, along with holding a public informational meeting and notifying properties in the affected area; and,

WHEREAS, under the provisions of Chapter 213 of the Texas Local Government Code, the city may amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and after review by the municipality's planning commission; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on January 8, 2018 to discuss the proposed aforementioned amendment, and voted unanimously to recommend approval of this amendment to the City Council; and,

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

WHEREAS, the City Council hereby finds and determines it to be in the public interest to amend the City's Comprehensive Plan, which in the best judgment promotes the health, safety and general welfare and protects the usage and enjoyment of properties throughout the City; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. FINDINGS OF FACT 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. MAP MODIFICATIONS The Planning Director is authorized to make modifications to the Future Land Use and Character map component of the Amarillo Comprehensive Plan as illustrated in "Exhibit A" and encompassing an area described above.

SECTION 3. FUTURE APPLICATION The City Council directs the City Manager to process rezoning applications in a matter consistent with the adopted plan.

SECTION 4. INVALIDITY 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 5. EFFECTIVE DATE 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 16<sup>th</sup> day of January, 2018 and PASSED on Second and Final Reading on this the 23<sup>rd</sup> day of January, 2018.

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

ATTEST:

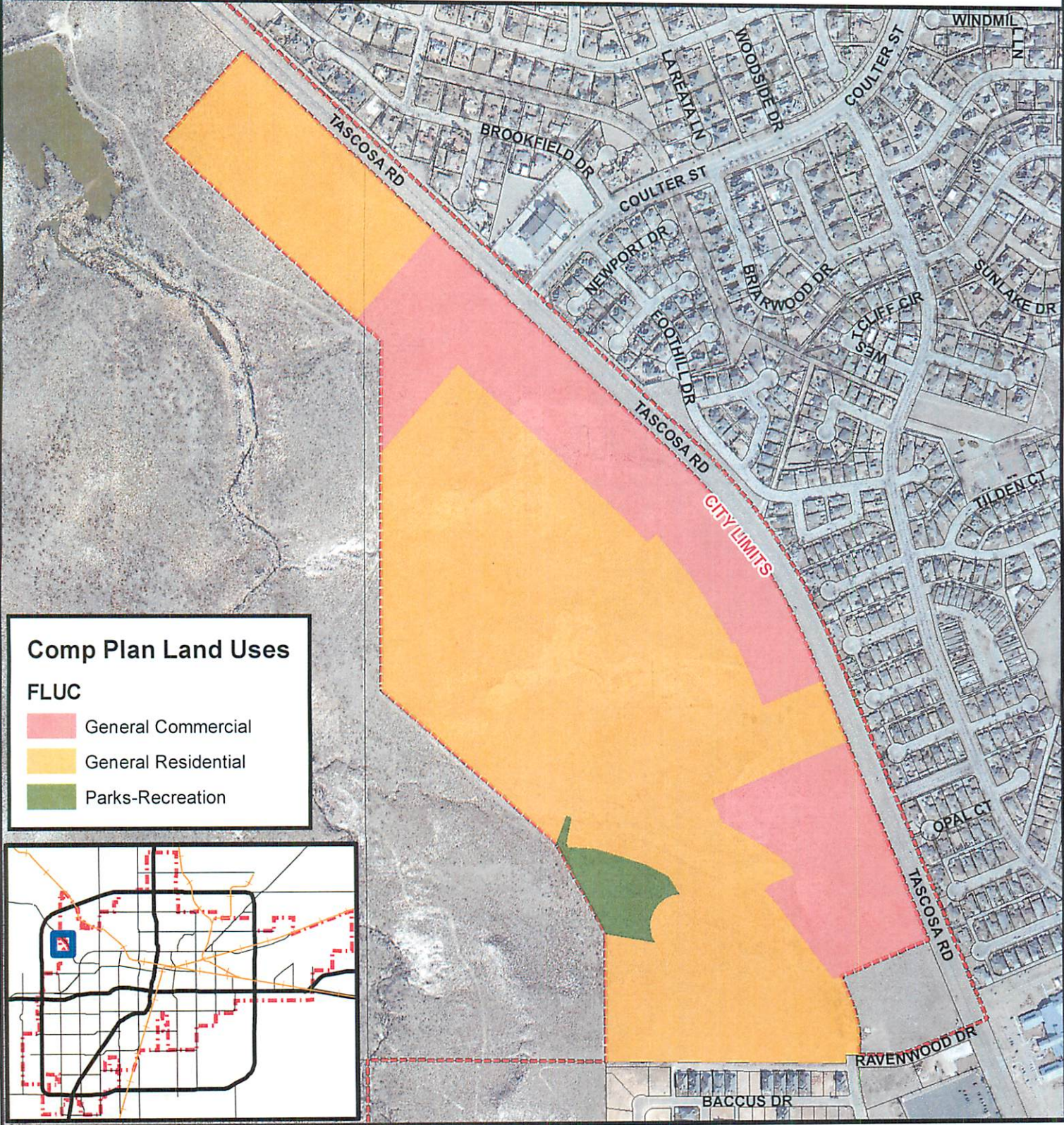
\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
William M. McKamie, City Attorney



# FUTURE LAND USE & CHARACTER PROPOSED CHANGES



## Comp Plan Land Uses

### FLUC

- General Commercial
- General Residential
- Parks-Recreation

CITY OF AMARILLO  
PLANNING DEPARTMENT

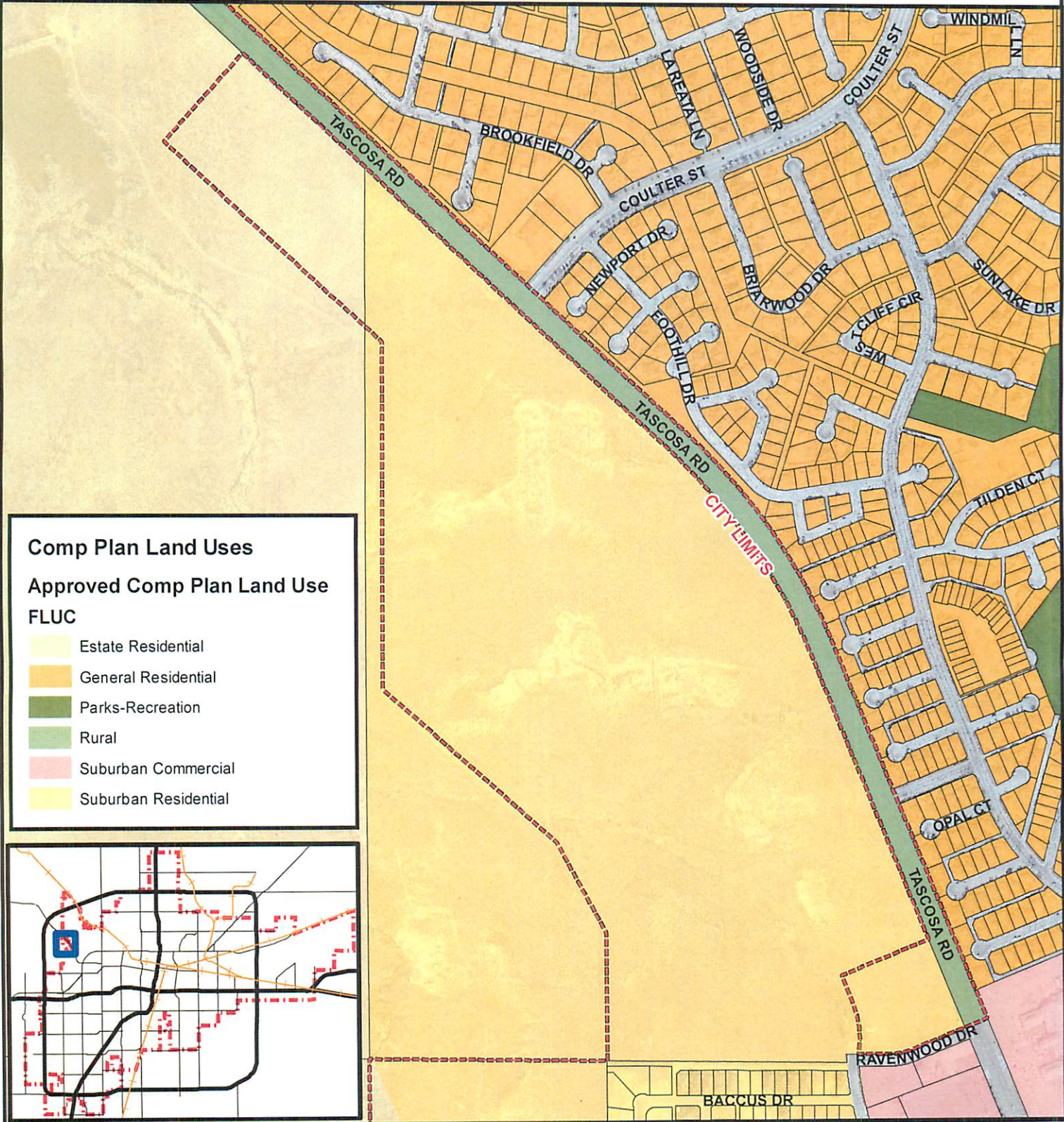
Scale: 1 inch = 667 feet  
Date: 1/10/2018



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.



# FUTURE LAND USE & CHARACTER EXISTING



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

**Scale:** 1 inch = 667 feet  
**Date:** 1/10/2018



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E



# Amarillo City Council

## Agenda Transmittal Memo



|              |                                      |                  |  |
|--------------|--------------------------------------|------------------|--|
| Meeting Date | January 23, 2018                     | Council Priority |  |
| Department   | City Manager                         |                  |  |
| Contact      | Michelle Bonner, Deputy City Manager |                  |  |

**Agenda Caption**

CONSIDERATION OF ORDINANCE NO. \_\_\_\_  
This is the second reading of an ordinance appointing the Presiding Judge of the Amarillo Municipal Court for the unexpired term of the fiscal years 2017/2018 and 2018/2019

**Agenda Item Summary**

This ordinance appoints Laura Hamilton as the Presiding Judge to fill the expiring term of the Honorable Sonya Letson.

**Requested Action**

Council approval of the Ordinance.

**Funding Summary**

Normal operating budget of the General Fund.

**Community Engagement Summary**

Not Applicable

**Staff Recommendation**

Council approval of the Ordinance.



ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
AMARILLO, TEXAS: APPOINTING THE PRESIDING JUDGE OF  
THE AMARILLO MUNICIPAL COURT FOR UNEXPIRED TERM  
OF FISCAL YEARS 2017-2018 & 2018-2019; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING  
AN EFFECTIVE DATE.

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WHEREAS, the City of Amarillo Charter, Art. II, Sec. 22[y] authorizes the Amarillo Municipal Court and judicial appointments for such court, and to that end, Chapter 2-8 of the Amarillo Municipal Code of Ordinances has been adopted; and

WHEREAS, The Honorable Sonya Letson has heretofore served in a distinguished manner as the Presiding Judge since appointment in 2007; and

WHEREAS, Judge Letson has submitted her resignation, effective prior to the expiration of her current term of office on September 30, 2019; and

WHEREAS, the City Council finds and determines that Laura Hamilton is immensely fully qualified to serve and is humbly willing to serve as the Presiding Judge for the unexpired term;

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

SECTION 1. That pursuant to the above recited provisions of the City of Amarillo Charter and Amarillo Municipal Code of Ordinances, LAURA HAMILTON is hereby appointed to the office of Presiding Judge of the City of Amarillo Municipal Court, to have and exercise all rights, privileges, powers, and duties appertaining to that position by state law, local ordinance, and City Charter.

SECTION 2. That the term of the appointment in Section 1 is for the remainder of the unexpired judicial term for the City's fiscal years 2017-2018 and 2018-2019, inclusive, beginning from and on the Effective Date in Section 6 and continuing until midnight September 30, 2019.

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

SECTION 4. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 5. Continuity of office. Unless removed for judicial misconduct or accusation of a felony or crime of moral turpitude, the judge appointed by this ordinance shall continue to serve after expiration of this appointment until the time a successor is appointed and qualifies to assume the office.

SECTION 6. Effective Date. This ordinance shall be effective upon passage and adoption on second reading and after the judge qualifies for the office of Presiding Judge by oath.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 16<sup>th</sup> day of January 2018; and PASSED on Second and Final Reading the 23<sup>rd</sup> day of January 2018.

---

Ginger Nelson, Mayor

ATTEST:

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Frances Hibbs, City Secretary

APPROVED AS TO FORM:

---

William M. McKamie, City Attorney



# Amarillo City Council

## Agenda Transmittal Memo



|              |                                       |                  |                |
|--------------|---------------------------------------|------------------|----------------|
| Meeting Date | 01-23-18                              | Council Priority | Infrastructure |
| Department   | Public Works, Division of Solid Waste |                  |                |
| Contact      | David Lehfeltd                        |                  |                |

### Agenda Caption

Purchase - Refuse Bags

Award by competitive bid:

Refuse Bags

Central Poly Bag Corp. \$80,543.40

Total Award \$80,543.40 This item is the scheduled purchase of Solid Waste Refuse Bags that are made available to the customers that are served by hand collection. This award will be used by the City of Amarillo Solid Waste Division for daily operational requirements.

### Agenda Item Summary

Scheduled purchase of Solid Waste Refuse Bags. Annual purchase of Refuse Bags allows the Solid Waste Division to maintain the current service level.

### Requested Action

Approval

### Funding Summary

Solid Waste Collections account number 1431.52200, request total award of \$80,543.40.

### Community Engagement Summary

NA

### Staff Recommendation

Approval

Bid No. 5934 REFUSE BAGS ANNUAL CONTRACT  
Opened 4:00 p.m. December 4, 2017

| To be awarded as one lot                                                           | CENTRAL POLY BAG CORP | X-L PLASTICS INC | WASTEZERO INC | INTERBORO  |
|------------------------------------------------------------------------------------|-----------------------|------------------|---------------|------------|
| Line 1 Bags, polyethylene, liner low/low density, per specifications<br>106,680 lb |                       |                  |               |            |
| Unit Price                                                                         | \$0.755               | \$0.785          | \$0.800       | \$1.120    |
| Extended Price                                                                     | 80,543.40             | 83,765.14        | 85,290.66     | 119,481.60 |
| Bid Total                                                                          | 80,543.40             | 83,765.14        | 85,290.66     | 119,481.60 |
| Award by Vendor                                                                    | 80,543.40             |                  |               |            |





# Amarillo City Council

## Agenda Transmittal Memo



|                     |          |                         |                         |
|---------------------|----------|-------------------------|-------------------------|
| <b>Meeting Date</b> | 1-4-2018 | <b>Council Priority</b> | Best Practice Standards |
|---------------------|----------|-------------------------|-------------------------|

|                   |                            |                       |                |
|-------------------|----------------------------|-----------------------|----------------|
| <b>Department</b> | Human Resources - Benefits | <b>Contact Person</b> | Hector Mendoza |
|-------------------|----------------------------|-----------------------|----------------|

### Agenda Caption

#### AWARD CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES

Award to Deer Oaks EAP Services Funding of services is as follows for a three year contract:

Total Cost - \$83,823.60

Award to the highest evaluated proposal, Deer Oaks EAP Services to provide employee assistance program services to the City of Amarillo employees.

### Agenda Item Summary

The provision of Employee Assistance Program (EAP) services is considered a standard of practice for human resource departments. Services provided by an EAP include the following: suicide prevention, individual counseling, marital counseling, substance abuse counseling, financial counseling, and legal consultation. EAPs will also provide a certain amount of training for employees and supervisors on a variety of topics. EAPs will work with public safety staff, to ensure access to resources, especially after responses to traumatic events.

An RFP (RFP 17-18) was performed, which lead to the evaluation of three providers. After review of the submitted information and Best and Final interviews, Deer Oaks EAP Services was chosen for the award. Services from Deer Oaks are anticipated to become available to employees on February 1<sup>st</sup>, 2018. Deer Oaks EAP Services offered the lowest price per employee per month at \$1.02. Furthermore, Deer Oaks EAP Services provided information on a robust program with emphasis on the ability to address the unique needs of public safety staff in the most adequate manner.

### Requested Action

Recommend to approve the award to Deer Oaks EAP Services

### Funding Summary

Total cost of the program, based on current employee census, will be \$2,392 per month for a total FY 17-18 cost of \$19,136. The fee for this service is included in the City of Amarillo Health Plan 2017/2018 fiscal year budget.

- FY 17-18 \$19,159.68 (Feb. – Sept.)
- FY 18-19 \$28,739.52 (Full Year)
- FY 19-20 \$28,739.52 (Full Year)
- FY 21-22 \$7,184.88 (Nov. –Jan.)

# Amarillo City Council

## Agenda Transmittal Memo



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### Community Engagement Summary

This is an internal service to employees and their dependents. No community engagement was performed.

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### City Manager Recommendation

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## **Deer Oaks EAP Services Agreement**

This Employee Assistance Program Services Agreement (the "Agreement") is made and entered into effective **January 25th, 2018** by and between **City of Amarillo**, hereinafter referred to as "Employer" and **Deer Oaks EAP Services**, a Limited Liability Company, hereinafter referred to as "Company".

WHEREAS, the Employer desires to retain a contractor to provide an Employee Assistance Program ("EAP"); NOW, THEREFORE, in consideration of the mutual covenants set out herein, the parties hereto agree as follows:

1. **Scope of Work and Services.** In consideration for the **reimbursement rate of \$1.02 per employee, per month** described in Section 2 below, Company agrees to provide to Employer's employees and their dependents, and anyone residing in their household (collectively, "participants") all the services described in this Agreement, and in Company's proposal to Employer, including, but not limited to, the services described below.
  - a. **Intake (Telephonic Triage):** This service will be immediately available during regular business hours and in emergency situations via the 24-hour, 7 days a week emergency on-call system. Basic demographic information will be gathered. Client needs will be assessed. Those in crisis will be connected to a counselor.
  - b. **Initial Diagnostic Assessment:** Following the intake, a Face-to-Face or Telephonic consultation appointment is offered. During the assessment the counselor will gather information regarding the presenting problem in order to create a diagnosis and develop a treatment plan for short-term counseling. This session counts as one of the EAP visits included in the plan. Telephonic Assessments in lieu of face-to-face assessments will only be conducted at the request of the participant.
  - c. **Short-Term Therapeutic Counseling:** Company will offer up to **six (6) visits** for short-term EAP counseling benefit per participant, per issue, per calendar year (including the initial

appointment). The Company will be fully responsible for the clinical care provided to participants. The specific number of sessions and treatment plans will be determined by the Company's counselor and will be based on clinical presentation, need, and suitability for a short-term counseling model of treatment. Telephonic counseling can be made available in lieu of face-to-face counseling only at the request of the participant. If a participant possesses clinical symptomatology that requires longer-term and/or a different psychotherapeutic approach to treatment, the Company will work with the employers medical benefit plan to either make a referral to another provider and/or provide these services under the umbrella of the employee's medical benefit.

- d. **Range of Counseling Types:** Counseling may include individual, family, and/or marital interventions for issues suitable for a short-term counseling approach. Common presenting problems include, but not limited to stress, family problems, marital problems, sadness/grief, worrying, parent/child problems, work-related difficulties, interpersonal problems with co-workers and supervisors, anger management problems, drug or alcohol use, workplace violence, single parenting problems, legal and financial difficulties, coping with medical problems, and crisis counseling.
- e. **Case Management & Follow-Up:** Company shall attempt to follow-up with all participants accessing services to ensure their satisfaction. Additionally, Company shall conduct comprehensive case management and follow-up for any participants referred to the EAP on a mandatory basis due to a job performance concern, work-place violence, sexual harassment, or suspicion of substance abuse or other employer group policy violation or concern.
- f. **Referrals:** For cases requiring medical or longer term/more intensive behavioral health intervention, referrals will be made by the Company to a counselor from the employer's Medical Plan when indicated, or to another qualified professional that is within the financial means of the participant if the participant is not covered by the major medical plan. Low cost and free community referrals are also available to EAP participants.
- g. **Education & Prevention:** The Company offers Supervisor and Employee Orientation Training and eight (8) hours of Onsite Topical Seminars, and twelve (12) hours of Topical



**Webinars per year.** Electronic Newsletters for employees and supervisors are also provided for distribution by the employer to provide additional educational and preventative tips and activities. Additionally, many training seminars are available to download via the Company's website.

- h. **Work/Life Services:** Company will assist participants with balancing personal and work life concerns, coping with maternity and return to work, time management, childcare/eldercare services, and other work/life issues such as assistance with referrals for adoptions, relocations, college planning, and adjusting to retirement.
- i. **Employer Group Services:** Company will provide assistance to the Employer Group as needed. These services include immediate **Critical Incident Stress Debriefing (CISD)** response to any employees coping with a trauma or critical incident in the workplace within 24 hours of the request of the Employer Group or at a time and place of Employer Group's choosing. **Four (4) hours of CISD services are Included annually in the contract.** The contract also includes unlimited Account Management services and telephonic management consultations by assigned Company Account Manager.
- j. **Online Services:** Company will maintain comprehensive online services at [www.deeroaks.com](http://www.deeroaks.com), available 24/7 to employees and their family members seeking tools, tips, articles, videos, and resources to help cope with improving overall wellbeing, balancing personal and work-related issues. Health and Wellness topics, a Chat Room, Discussion Board, on-line Library and over one hundred (100) legal forms are available through the website. Trainings regarding Orientation to the EAP benefit as well as access to the work-life services and legal/financial services are available online as well.
- k. **Legal and Financial Services:** Company shall offer legal and financial counseling and resources to employees and their family members, including a free (up to 30 minute) initial consultation and a 25% reduction on legal services with a local in person attorney following any retainer. In addition, free unlimited telephonic financial counseling and education will be provided. Online legal and financial resources will also be available. In addition, Company shall

offer a legally-binding simple state-specific will at no cost through a step by step online "interview process." This service (NOLO) may be accessed through [www.deeroaks.com](http://www.deeroaks.com).

- l. **Confidentiality:** Issues of confidentiality will be handled with the utmost sensitivity and protection for the employee's rights to privacy. The Company is fully HIPAA compliant. Where appropriate, consent forms will be obtained to provide written authorization to exchange information with any Employer benefits director or supervisor.
- m. **Utilization Reports:** The Company will provide confidential Utilization Review Reports to the Employer on a quarterly basis. The reports may include: the number of EAP participants seeking assistance, the reasons for accessing the EAP, basic demographics for the EAP participants, in-services, participant survey results and community referrals. These reports will be provided quarterly to the Employer.
- n. **Implementation and Program Promotion:** The Company will provide an onsite orientation presentation and Initial Promotional Materials including an electronic introductory letter to the employees on the new EAP provider, 2400 wallet cards, 2400 brochures and 20 (1)-color informational posters as well as one Employee Orientation and one Supervisor Orientation DVD. The Employer will be responsible for reproduction and distribution of direct mailing and other promotional materials requested beyond the Initial Promotional Materials. Company will provide ongoing electronic promotional materials (e.g. flyers, payroll stuffers, e-mail articles, newsletters) as needed throughout the duration of the contract term as well as a CD-ROM containing additional flyers and posters that may be used as needed by the Employer Group. The Employer will assume responsibility for the reproduction and distribution of these promotional articles/notices to participants (with the exception of the initial promotional materials listed above, which shall be reproduced by the Company, at the Company's expense and distributed by the Employer). Company will complete a Comprehensive Needs Assessment to ensure Program is customized and tailored to meet Employer's expectations.

2. **Fees.** In consideration of all of the services provided hereunder by Company to Employer, the Employer shall pay to Company a fee of \$1.02 per employee, per month for the initial term of this Agreement, that is, from January 25th, 2018 through January 24th, 2021.

**Note – After the initial contract term, up to two (2) option year renewals can be exercised at a rate negotiated and agreed upon by both parties**

3. **Definitions.**

a. The term "participant" for purposes of this Agreement shall mean (i) the spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides; and (ii) any child for whom an Employee (or his or her spouse) is a court-appointed guardian; and (iii) any person residing in the household of an Employee.

b. The term "counselor" shall mean a Company employee or contractor with a master's or doctoral degree in an appropriate mental health care related field.

c. The number of sessions shall include appointments made and kept as well as appointments made and late cancelled (less than 24 hours' notice by participant) or no shows.

4. **Term.** The term of this Agreement shall be for an initial **three (3)** year period beginning **January 25th, 2018 through January 24th, 2021. After the initial contract term, up to two (2) option year renewals can be exercised at a rate negotiated and agreed upon by both parties** This Agreement may be terminated earlier (i) by Company, if Employer fails to pay the monthly fee owing hereunder to Company and such failure shall continue for thirty days after Employer receives written notice to cure for such failure from Company; (ii) by Company, if Employer shall have received three delinquency notices under Section 4 (I),Immediately above, in any year; (iii) by Employer, if Company fails to perform any of its obligations hereunder or if Company is in breach of any of its covenants hereunder, and such failure or breach continues for thirty days after Company receives written notice to cure for such failure or breach from Employer; and (iv) by Employer, with or without cause, by providing Company with ninety days written notice of termination. This Agreement shall also be cancelable by Employer (i) at the end of any fiscal year



of Employer in the event that sufficient funds have not been budgeted for the following fiscal year for the purposes of this Agreement; and (ii) in the event that Employer is required by law to competitively bid or submit requests for proposals in connection with the subject matter of this Agreement during its term.

5. **Access.** Employees and participants may contact the EAP via the toll-free access number (1-866-327-2400) to Employer's employees and their dependents 24 hours a day, seven days a week, throughout the term of this Agreement. Routine appointments are offered generally within three (3) business days, urgent appointments within 48 hours, and emergency appointments are arranged same day. Company offers a nationwide network of affiliate providers in multiple locations shall make every effort to participant's specific request for an appointment time or location. Bilingual counseling services are also available.

6. **Service Locations.** Company shall provide counseling services at the Company's and Affiliates' office locations. On-site consultations at the workplace will also be provided at the request of the Employer according to the terms contained herein.

7. **Eligibility Determination.** Company will provide services to all participants without requiring a specific verification process of each employee's current employment status. COBRA participants as well as employees whom need support during their transition following their termination of employment with Employer will also be eligible for short-term EAP counseling services. **Employer will verify the numbers of employees eligible for the EAP benefit each month.**

8. **Company Representative.** The Company will assign a primary representative at the discretion of Company. Alicia Barrera, the Company's Executive Director of EAP Account Management, shall be the primary representative of Company for the purposes of this Agreement (the "Company Representative"). Mrs. Barrera's address, telephone and fax numbers are as follows: 126 East Main Plaza Suite 8 San Antonio, TX. 78205, telephone number (210) 788-2449, fax number (210) 615-2279. The Company may also assign additional Account Management Specialists to the team handling the account at the Company's discretion or as needed. Employer may contact the Company Representative (or designated assistant)

directly regarding any questions, problems, or concerns Employer may have which are related to this Agreement. Company may change the person designated as the Company Representative by prior notice to the Employer; provided, however, that Company shall appoint a replacement Company Representative at any time within thirty days after the receipt of a request from the Employer.

9. **Relationship of Parties.** It is understood by the parties that the Company is an independent Contractor, and not an employee of the Employer. Employer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Company.

10. **Entire Agreement:** This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement is binding unless in writing signed and duly executed by both parties.

11. **Communications with Employees.** No promotional or informational materials shall be disseminated to Employer's employees without the prior written approval of Employer's Representative.

12. **Extended Services.** Referrals to the health plan for extended service will be made based on symptom severity and the client's best interests. Company will be able to continue counseling services under Employer's current health plans, if Company is a participating provider and if such services are covered under such plans. If the participant requires additional counseling, but such counseling is not covered under an applicable health plan, then Company shall refer such participant to appropriate community health services, or if the participant prefers, the participant may continue to use the services of the Company on a private pay basis.

13. **Standard of Care.** Company shall perform its duties and obligations under this Agreement as a fiduciary of Employer's Employees and their respective dependents; and Company shall use the care, skill,

prudence, and diligence in the performance of its duties and obligations under this Agreement as required by all applicable professional standards and laws.

14. **Equal Employment Opportunity.** Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap and shall otherwise comply with all applicable requirements set out in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

15. **Notices.** Notices provided hereunder must be in writing to be effective, and shall be deemed received upon the earlier to occur of (i) actual receipt; or (ii) three days after the same are mailed by U.S. certified or registered mail, postage prepaid and return receipt requested, to the following address, or to such other address as shall have been provided by notice:

If to Employer Group: City of Amarillo  
Name  
Address  
Phone  
E-mail

If to Company: Alicia Barrera  
Executive Director  
Deer Oaks EAP Services, LLC  
126 E. Main Plaza, Suite 8  
San Antonio, Texas 78205  
(210) 788-2449 Office  
(210) 615-2279 Fax  
[abarrera@deeroaks.com](mailto:abarrera@deeroaks.com)

16. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

17. **Indemnification.** Company hereby assumes all risk of loss and responsibility for and hereby agrees to indemnify and hold Employer, its trustees and Employees (collectively, the "Indemnities") harmless from and against any and all claims, causes of actions, demands, suits, liabilities, recoveries,



judgments, costs and expenses (including reasonable attorneys' fees) which are asserted by a party other than Company against or incurred by any of the Indemnities, to the extent caused or related to the performance or failure to perform of Company under this Agreement, except to the extent caused by the negligence of any of the Indemnities.

18. **Compliance with All Laws.** In the performance of its duties and obligations hereunder, Company shall ensure that it is in compliance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, all applicable rights and regulations of the appropriate licensure board(s), and all laws, rights, and regulations applicable to patient confidentiality. It shall be the duty of Company, and not Employer, to ensure that no information shall be provided by Company to Employer that would constitute a violation of the privacy rights of a participant, even if such information is requested by Employer, both parties acknowledging that Company, and not Employer shall have the obligation under this Agreement to be aware of the most current version of such confidentiality laws, rules, and regulations. Affiliate providers nationwide will uphold their professional and ethical responsibilities according to their particular state rules and regulations.

19. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas.

20. **Mediation.** Any controversy or claim between the parties arising under this Agreement ("Dispute") must, at the request of either party, be submitted to mediation. If either party desires that a dispute be submitted to mediation, then such party shall so notify the other party, by written notice. Within ten days after the receipt of such notice, the parties shall jointly appoint a mutually acceptable, neutral attorney-mediator to mediate the dispute (the Mediator). If the parties are unable to agree upon such appointment within such ten-day period, either party may request a court jurisdiction of the Dispute to appoint a Mediator. The parties or the court will hold a mediation conference within thirty days after the appointment of the Mediator. The mediation conference will be conducted in accordance with the Texas Alternative Dispute

Resolution Procedures Act, Civil Practice and Remedies Code, Sections 154.001-154.073. The fees of the Mediator will be shared equally between the parties.

**IN WITNESS WHERE OF**, the undersigned have executed this Agreement as of the day and year first above written.

**CITY OF AMARILLO**

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DEER OAKS EAP SERVICES, LLC**

BY: Alicia Barrera  
Signature

Alicia Barrera

Executive Director  
Title

1/12/2018  
Date

12



# Amarillo City Council

## Agenda Transmittal Memo



|              |                                       |                  |                        |
|--------------|---------------------------------------|------------------|------------------------|
| Meeting Date | 1/23/2018                             | Council Priority | Transportation Systems |
| Department   | Department of Aviation                |                  |                        |
| Contact      | Michael Conner – Director of Aviation |                  |                        |

**Agenda Caption**

CONSIDER: Purchase of Television and Digital Advertising in support of the Phoenix airline service.

**Agenda Item Summary**

Recommend approval to purchase local television advertising and cross-market digital advertising to support the Phoenix airline service. This advertising is a requirement of the DOT grant and of the airline service agreement.

**Requested Action**

Recommended approval.

**Funding Summary**

54110.61325 – SCASD DOT Grant Expense

**Community Engagement Summary**

Level 1. Virtually no negative impact on the community. However, as this is positive advertising, any impact on the community will be positive.

**Staff Recommendation**

Staff recommends the approval of the KVII advertising for American Airlines New Phoenix Service.



## PURCHASING DEPARTMENT

## BID EVALUATION AND RECOMMENDATION FORM

City Departments **must complete** this form for all bids over \$10,000.00.

DATE 01/10/2018

Bid recommendations properly completed with all of the questions answered and submitted to the Purchasing Department will be presented to the City Manager's office for consideration of placement on the City Council Agenda. When submitting your recommendation, remember to send to Purchasing a copy of your transmittal memo.

BID ITEM:KVII Commercial Marketing for New American Airlines Service\_BID NO. \_\_\_\_\_

DEPARTMENT Aviation

DEPARTMENT DIRECTOR APPROVAL *Myah McCon* DATE 1-10-2018

**REFER TO INSTRUCTIONS ABOVE FOR ASSISTANCE IN COMPLETING THE ITEMS BELOW:**

**1. ITEM USE; PROJECT DESCRIPTION:**

A. Please state what is being purchased and give a detailed project description.

Commercial Advertising through KVII-TV for new American Airlines Phoenix Route

B. Is this purchase an addition, replacement or a one-time purchase? If this is a replacement, please include a description of what is being replaced.

One time purchase.

C. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).

Attached Information

**2. BID EVALUATION; RECOMMENDATION:**

A. Vendor name and total dollar amount to be awarded.

KVII-TV One Broadcast Center  
\$135,000.00

B. Is it being awarded to the low bidder? If not, why?

No. Advertising.

C. Were specifications met? If not met, what exceptions were taken and accepted?  
Yes

D. Is this vendor proprietary? If item is proprietary, include a detailed justification. At a minimum, state how and why proprietary item is necessary or advantageous.

This is television advertising.

E. State the last procurement date for this item, if applicable, and indicate the total average percentage of increase or decrease in price since last purchase.

N/A

F. If this is being purchased on any type of contract, (HGAC, Buyboard, etc.), please state why this would be advantageous to the City of Amarillo.

N/A

**3. FUNDING SOURCE:**

**A. Identify budgeted account; job or grant number(s) including description(s) and indicate if state and/or federal funds will be utilized for this purchase.**

54110.61325 – SCASD DOT Grant Expense

**B. Provide budget account balance. Provide completion status of all job or grant expenditures showing remaining balance of job, grant or capital account.**

Remaining grant balance is over \$200,000

**C. Provide a comparison of the actual bid price vs. budget estimate if applicable**

As Quoted

**D. For job or grant accounts, provide original date that it was set up**

12/01/2017



## RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT – PHOENIX ROUTE FEB-MAY 2018

- 87 - :30 SECOND COMMERCIALS ON KVII (ABC) PER MONTH FEBRUARY – MAY 2018
- 79 - :30 SECOND COMMERCIALS ON NVII (CW) PER MONTH FEBRUARY – MAY 2018
- 25,000 - :30 SECOND COMMERCIALS INSERTED INTO CONNECTED DEVICES "SMART TV'S" PER MONTH FEBRUARY – MAY 2018
- 25,000 IMPRESSIONS SENT OUT VIA EMAIL MARKETING PER MONTH FEBRUARY – APRIL 2018
- 27,083 :15 SECOND "IN BANNER VIDEO" COMMERCIALS ON ABC7AMARILLO.COM PER MONTH FEBRUARY – MAY 2018
- TOTAL FEB - \$15,933
- TOTAL MAR - \$15,932
- TOTAL APR - \$15,933
- TOTAL MAY - \$15,032
- TOTAL FOR CAMPAIGN - \$62,830
- Delivering 3,758,332 views for campaign





# RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT – PHOENIX ROUTE JUN-SEP2018

- 35 - :30 SECOND COMMERCIALS ON KVII (ABC) PER MONTH JUNE – SEPTEMBER 2018
- 48 - :30 SECOND COMMERCIALS ON NVII (CW) PER MONTH JUNE – SEPTEMBER 2018
- 25,000 - :30 SECOND COMMERCIALS INSERTED INTO CONNECTED DEVICES "SMART TV'S" PER MONTH JUNE – SEPTEMBER 2018
- 41,667 :15 SECOND "IN BANNER VIDEO" COMMERCIALS ON ABC7AMARILLO.COM PER MONTH JUNE – SEPTEMBER 2018

- TOTAL JUN - \$9,250
- TOTAL JUL - \$9,250
- TOTAL AUG - \$9,250
- TOTAL SEP - \$9,250
- TOTAL FOR CAMPAIGN - \$37,000
- Delivering 2,302,668 views for campaign





## RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT – PHOENIX ROUTE OCT18-JAN19

- 28 - :30 SECOND COMMERCIALS ON KVII (ABC) PER MONTH OCT18-JAN19
- 37 - :30 SECOND COMMERCIALS ON NVII (CW) PER MONTH OCT18-JAN19
- 12,500 - :30 SECOND COMMERCIALS INSERTED INTO CONNECTED DEVICES "SMART TV'S" PER MONTH OCT18-JAN19
- UP TO 20 :30 SECOND COMMERCIALS BONUS ON KVII (ABC) PER MONTH OCT18-JAN19
- UP TO 20 :30 SECOND COMMERCIALS BONUS ON NVII (CW) PER MONTH OCT18-JAN19

- TOTAL OCT - \$5,042
- TOTAL NOV - \$5,043
- TOTAL DEC - \$5,042
- TOTAL JAN19 - \$5,043
- TOTAL FOR CAMPAIGN - \$20,170
- Delivering 1,346,000 views for campaign



# RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT – PHOENIX ROUTE FEB19-MAY19

- 22 - :30 SECOND COMMERCIALS ON KVII (ABC) PER MONTH FEB19-MAY19
- 26 - :30 SECOND COMMERCIALS ON NVII (CW) PER MONTH FEB19-MAY19
- UP TO 20 :30 SECOND COMMERCIALS BONUS ON KVII (ABC) PER MONTH ~~OCT18-JAN19~~ *Feb-May*
- UP TO 20 :30 SECOND COMMERCIALS BONUS ON NVII (CW) PER MONTH ~~OCT18-JAN19~~ *Feb-May*

- TOTAL ~~OCT~~ - \$3,750 *Feb*
- TOTAL ~~NOV~~ - \$3,750 *March*
- TOTAL ~~DEC~~ - \$3,750 *April*
- TOTAL ~~JAN19~~ - \$3,750 *May*
- TOTAL FOR CAMPAIGN - \$15,000
- Delivering 1,092,000 views for campaign





# OTT



- OTT delivers content directly to smart tv's bypassing the need for viewers to subscribe to a cable or satellite package.
- Video creative :15 or :30 commercial
- Non-skippable format
- Ott commercial airs within target dma
- Platforms reached

➤ Connected tv/mobile/desktop/game console

OTT CONNECTED DEVICES, INCLUDING:



APPS FOR CHANNELS AND NETWORKS, INCLUDING:





## EMAIL MARKETING

- 25,000 Emails per month - Double opt-in – NO SPAM
- Geographically targeted to Amarillo residents
- Multi-layer demographic targeting
  - HHI, Travel, Own a home, Education
- Guarantee: **2% Click-through**
- Bounce Back Rate: **Under 2%**





## TV & DIGITAL CREATIVE



1 :30 second commercial will be produced by KVII per each 4 month period (Feb-May, Jun-Sep, Oct18-Jan19 and Feb19-May19)

1 :15 second commercial will be produced by KVII for the first 3, 4 month periods (Feb-May, Jun-Sep and Oct18-Jan19)

KVII will need any logos and still photos for production of commercials from Amarillo International Airport

1 email campaign will be produced by KVII per month for February, March & April. All logos and still photos will need to be provided by Amarillo International Airport.

Approval of all commercial and digital creative will go thru Amarillo International Airport before product goes on air or on line.





# Amarillo International Airport - Phoenix Rte Feb-May18

## TV

Date: 1/3/2018

|             |                                  |               |            |               |                        |
|-------------|----------------------------------|---------------|------------|---------------|------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: | Households | Flight Dates: | 1/8/2018 to 12/30/2018 |
| Buyer:      | Michael Conner                   | Office:       | KVII-TV    | Contact:      | Sandra Philley         |
| Advertiser: | Amarillo International Airport - |               |            | Phone:        | 806-731-8848           |
| Product:    | N/A                              |               |            | Fax:          | 806-373-4045           |
| Estimate #: | 2018                             |               |            | Email:        | sphilley@sbgstv.com    |

| Daypart                     | Dur | CLT | CST | Feb | Mar | Apr | May | Total Spots | HH   | A 25-54 | A 35-64 |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|-------------|------|---------|---------|
| <b>Amarillo</b>             |     |     |     |     |     |     |     |             |      |         |         |
| <b>KVII+S2</b>              |     |     |     |     |     |     |     |             |      |         |         |
| M-F 5a-6a                   | 30  |     |     |     |     |     |     |             |      |         |         |
| EARLY DAYBREAK              |     |     |     |     |     |     |     | 8           | 4    | 2       | 3       |
| M-F 5a-6a                   | 30  |     |     |     |     |     |     |             | \$11 | \$22    | \$14    |
| EARLY DAYBREAK              |     |     |     |     |     |     |     | 4           | 4    | 2       | 3       |
| M-F 6a-7a                   | 30  |     |     |     |     |     |     |             | \$11 | \$21    | \$14    |
| DAYBREAK                    |     |     |     |     |     |     |     | 36          | 8    | 5       | 6       |
| M-F 7a-9a                   | 30  |     |     |     |     |     |     |             | \$16 | \$25    | \$21    |
| GOOD MORNING AMERICA        |     |     |     |     |     |     |     | 36          | 11   | 6       | 7       |
| Sa 7a-8a                    | 30  |     |     |     |     |     |     |             | \$15 | \$28    | \$24    |
| GMA WEEKEND SAT             |     |     |     |     |     |     |     | 16          | 7    | 4       | 5       |
| Su 7a-8a                    | 30  |     |     |     |     |     |     |             | \$12 | \$21    | \$17    |
| GOOD MORNING AMERICA SUNDAY |     |     |     |     |     |     |     | 16          | 7    | 4       | 4       |
| Su 9a-9:30a                 | 30  |     |     |     |     |     |     |             | \$7  | \$13    | \$13    |
| FULL MEASURE                |     |     |     |     |     |     |     | 12          | 3    | 1       | 2       |
| M-F 5p-5:30p                | 30  |     |     |     |     |     |     |             | \$17 | \$50    | \$25    |
| ABC 7 NEWS @ 5PM            |     |     |     |     |     |     |     | 20          | 8    | 5       | 5       |
| M-F 6p-6:30p                | 30  |     |     |     |     |     |     |             | \$14 | \$22    | \$22    |
| ABC 7 NEWS @ 6PM            |     |     |     |     |     |     |     | 36          | 14   | 7       | 8       |
| M-F 6:30p-7p                | 30  |     |     |     |     |     |     |             | \$12 | \$24    | \$21    |
| WHEEL OF FORTUNE            |     |     |     |     |     |     |     | 36          | 16   | 8       | 9       |
| M-F 10p-10:35p              | 30  |     |     |     |     |     |     |             | \$14 | \$28    | \$25    |
| ABC 7 NEWS @ 10PM           |     |     |     |     |     |     |     | 28          | 9    | 5       | 5       |
|                             |     |     |     |     |     |     |     |             | \$22 | \$40    | \$40    |

Strata NuMath and report designs Copyright ©2018 Strata Marketing, Inc. 312-222-1555  
Rentrak Corporation Audience Estimates Copyright ©2018 Rentrak Corporation. Rentrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Rentrak release. Audience estimates for total households and age/gender only are available based on market tiers.



# Amarillo International Airport - Phoenix Rte Feb-May18

## TV

Date: 1/3/2018

|             |                                  |               |                      |               |                        |
|-------------|----------------------------------|---------------|----------------------|---------------|------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: | Households           | Flight Dates: | 1/8/2018 to 12/30/2018 |
| Buyer:      | Michael Conner                   | Office:       | KVII-TV              | Contact:      | Sandra Philley         |
| Advertiser: | Amarillo International Airport - |               | One Broadcast Center | Phone:        | 806-731-8848           |
| Product:    | N/A                              |               | Amarillo, TX 79101   | Fax:          | 806-373-4045           |
| Estimate #: | 2018                             |               |                      | Email:        | sphilley@sbgvtv.com    |

| Daypart                      | Dur | CLT | CST | Feb   | 5 | 12 | 19 | 5 | Mar | 12 | 19 | 2 | Apr | 9 | 16 | 30 | 7 | May | Total Spots | HH (000)/CPM | A 25-54 (000)/CPM | A 35-64 (000)/CPM |
|------------------------------|-----|-----|-----|-------|---|----|----|---|-----|----|----|---|-----|---|----|----|---|-----|-------------|--------------|-------------------|-------------------|
| <b>Amarillo</b>              |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             |              |                   |                   |
| <b>KVII+S2</b>               |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             |              |                   |                   |
| Sa 10p-10:35p                | 30  |     |     | \$125 | 1 | 1  | 1  | 1 | 1   | 1  | 1  | 1 | 1   | 1 | 1  | 0  | 1 | 1   | 12          | 6            | 4                 | 4                 |
| ABC 7 NEWS @ 10PM            |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$21         | \$31              | \$31              |
| Su 10p-10:35p                | 30  |     |     | \$225 | 1 | 1  | 1  | 1 | 1   | 1  | 1  | 1 | 1   | 1 | 1  | 0  | 1 | 1   | 12          | 14           | 8                 | 9                 |
| ABC 7 NEWS @ 10PM            |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$16         | \$28              | \$25              |
| M-F 10:35p-11:35p            | 30  |     |     | \$50  | 2 | 2  | 2  | 2 | 2   | 2  | 2  | 2 | 2   | 2 | 2  | 0  | 2 | 2   | 24          | 5            | 3                 | 3                 |
| JIMMY KIMMEL SHOW            |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$10         | \$17              | \$17              |
| M-F 11:35p-12:05a            | 30  |     |     | \$20  | 2 | 2  | 2  | 2 | 2   | 2  | 2  | 2 | 2   | 2 | 2  | 0  | 2 | 2   | 24          | 4            | 2                 | 2                 |
| NIGHTLINE                    |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$5          | \$10              | \$10              |
| Su 10:35p-11:05p             | 30  |     |     | \$75  | 1 | 1  | 1  | 1 | 1   | 1  | 1  | 1 | 1   | 1 | 1  | 0  | 1 | 1   | 12          | 8            | 5                 | 5                 |
| FULL MEASURE                 |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$9          | \$15              | \$15              |
| W/SHARYL ATKINSSON           |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             |              |                   |                   |
| Su 11:30a-2p                 | 30  |     |     | \$100 | 0 | 0  | 0  | 2 | 0   | 0  | 0  | 0 | 0   | 0 | 0  | 0  | 0 | 0   | 2           | 5            | 3                 | 3                 |
| INDY CAR SERIES              |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$20         | \$33              | \$33              |
| RACING                       |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             |              |                   |                   |
| Sa 7p-10p                    | 30  |     |     | \$250 | 2 | 0  | 0  | 0 | 0   | 0  | 0  | 0 | 0   | 0 | 0  | 0  | 0 | 0   | 2           | 6            | 4                 | 4                 |
| NBA SAN ANTONIO @            |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$42         | \$63              | \$63              |
| GOLDEN STATE                 |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             |              |                   |                   |
| Sa 7p-10p                    | 30  |     |     | \$250 | 0 | 0  | 2  | 0 | 0   | 0  | 0  | 0 | 0   | 0 | 0  | 0  | 0 | 0   | 2           | 6            | 4                 | 4                 |
| NBA OKC @ GOLDEN STATE       |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$42         | \$63              | \$63              |
| Sa 7p-10p                    | 30  |     |     | \$250 | 0 | 0  | 0  | 2 | 0   | 0  | 0  | 0 | 0   | 0 | 0  | 0  | 0 | 0   | 2           | 6            | 4                 | 4                 |
| NBA SAN ANTONIO @ OKC        |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$42         | \$63              | \$63              |
| Su 2p-5p                     | 30  |     |     | \$149 | 0 | 0  | 0  | 2 | 0   | 0  | 0  | 0 | 0   | 0 | 0  | 0  | 0 | 0   | 2           | 1            | 1                 | 1                 |
| NBA GOLDEN STATE @ MINNESOTA |     |     |     |       |   |    |    |   |     |    |    |   |     |   |    |    |   |     |             | \$149        | \$149             | \$149             |

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# Amarillo International Airport - Phoenix Rte Feb-May18

## TV

Date: 1/3/2018

|             |                                  |               |                      |               |                        |
|-------------|----------------------------------|---------------|----------------------|---------------|------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: | Households           | Flight Dates: | 1/8/2018 to 12/30/2018 |
| Buyer:      | Michael Conner                   | Office:       | KVII-TV              | Contact:      | Sandra Philley         |
| Advertiser: | Amarillo International Airport - |               | One Broadcast Center | Phone:        | 806-731-8848           |
| Product:    | N/A                              |               | Amarillo, TX 79101   | Fax:          | 806-373-4045           |
| Estimate #: | 2018                             |               |                      | Email:        | sphilley@sbgvtv.com    |

| Daypart                                      | Dur | CLT     | CST      | Feb     | Mar     | Apr     | May     | Total Spots | HH      | A       | 25-54   | A       | 35-64   |
|----------------------------------------------|-----|---------|----------|---------|---------|---------|---------|-------------|---------|---------|---------|---------|---------|
| <b>Amarillo</b>                              |     |         |          |         |         |         |         |             |         |         |         |         |         |
| <b>KVII+S2</b>                               |     |         |          |         |         |         |         |             |         |         |         |         |         |
| Su 2:30p-5p                                  | 30  | \$250   | 0        | 0       | 0       | 0       | 0       | 1           | 17      | 9       | \$28    | 10      | \$25    |
| NBA 2018 PLAYOFFS (INCLUDES "NBA COUNTDOWN") |     |         |          |         |         |         |         |             |         |         |         |         |         |
| Sa 1:30p-4:30p                               | 30  | \$250   | 0        | 0       | 0       | 0       | 0       | 1           | 10      | 6       | \$42    | 6       | \$42    |
| NBA 2018 PLAYOFFS (INCLUDES "NBA COUNTDOWN") |     |         |          |         |         |         |         |             |         |         |         |         |         |
| Su 1:30p-4:30p                               | 30  | \$250   | 0        | 0       | 0       | 0       | 0       | 5           | 14      | 7       | \$36    | 8       | \$31    |
| NBA 2018 PLAYOFFS (INCLUDES "NBA COUNTDOWN") |     |         |          |         |         |         |         |             |         |         |         |         |         |
| Su 11:30a-2:30p                              | 30  | \$250   | 0        | 0       | 0       | 0       | 0       | 1           | 11      | 6       | \$42    | 7       | \$36    |
| NBA 2018 PLAYOFFS (INCLUDES "NBA COUNTDOWN") |     |         |          |         |         |         |         |             |         |         |         |         |         |
| M-Su 3a-3a                                   | 30  | \$1,000 | 0        | 1       | 0       | 0       | 0       | 4           | 25      | 14      | \$71    | 16      | \$63    |
| OVER THE TOP                                 |     |         |          |         |         |         |         |             |         |         |         |         |         |
| Total Spots:                                 |     |         | 29       | 29      | 30      | 33      | 29      | 31          | 30      | 2       | 29      | 29      | 28      |
| Total GRP:                                   |     |         | 145,101  | 156,151 | 148,731 | 152,121 | 156,151 | 141,791     | 138,171 | 169,401 | 157,491 | 153,471 | 156,151 |
| Total GIMP(000):                             |     |         | 261      | 281     | 268     | 274     | 281     | 255         | 249     | 305     | 283     | 28      | 276     |
| Total CLT CST:                               |     |         | \$50,330 |         |         |         |         |             |         |         |         |         |         |
| Total CPPI/CPM:                              |     |         |          |         |         |         |         | 3296        | 1831    | 2053    |         |         |         |

Total Reach: 99.0% 99.0% 99.0%  
Total Freq: 18.5 16.1 18.4





# Amarillo International Airport - Phoenix Rte Feb-May18

## TV

Date: 1/3/2018

Client: Amarillo International Airport -  
Buyer: Michael Conner  
Advertiser: Amarillo International Airport -  
Product: N/A  
Estimate #: 2018

Primary Demo: Households  
Office: KVII-TV  
One Broadcast Center  
Amarillo, TX 79101

Flight Dates: 1/8/2018 to 12/30/2018  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: sphilley@sbgstv.com

| Daypart | Dur | CLT | CST | Feb | Mar | Apr | May | Total Spots | HH | A | 25-54 | A  | 35-64 |   |    |    |           |           |           |
|---------|-----|-----|-----|-----|-----|-----|-----|-------------|----|---|-------|----|-------|---|----|----|-----------|-----------|-----------|
|         |     |     |     | 5   | 12  | 19  | 5   | 12          | 19 | 2 | 9     | 16 | 30    | 7 | 14 | 21 | (000)/CPM | (000)/CPM | (000)/CPM |

KVII+S2

CLT CST  
Feb 18 \$12,583  
Mar 18 \$12,581  
Apr 18 \$12,583  
May 18 \$12,583

Signature: \_\_\_\_\_



# Amarillo International Airport - Phoenix Rte Feb-May18

## TV

Date: 1/3/2018

|             |                                  |               |            |               |                        |
|-------------|----------------------------------|---------------|------------|---------------|------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: | Households | Flight Dates: | 1/8/2018 to 12/30/2018 |
| Buyer:      | Michael Conner                   | Office:       | KVII-TV    | Contact:      | Sandra Philley         |
| Advertiser: | Amarillo International Airport - |               |            | Phone:        | 806-731-8848           |
| Product:    | N/A                              |               |            | Fax:          | 806-373-4045           |
| Estimate #: | 2018                             |               |            | Email:        | sphilley@sbgvtv.com    |

| Daypart                     | Dur | CLT  | CST | Feb | Mar | Apr | May | Total Spots | HH | A | 25-54 | A | 35-64 |
|-----------------------------|-----|------|-----|-----|-----|-----|-----|-------------|----|---|-------|---|-------|
| <b>Amarillo</b>             |     |      |     |     |     |     |     |             |    |   |       |   |       |
| <b>NV7-TV</b>               |     |      |     |     |     |     |     |             |    |   |       |   |       |
| M-F 4p-5p                   | 30  | \$10 |     | 5   | 5   | 5   | 5   | 5           | 0  | 5 | 5     | 0 | 0     |
| <b>THE GOLDBERGS</b>        |     |      |     |     |     |     |     |             |    |   |       |   |       |
| Tu 7p-8p                    | 30  | \$50 |     | 1   | 1   | 1   | 1   | 1           | 0  | 1 | 1     | 1 | 1     |
| <b>THE FLASH</b>            |     |      |     |     |     |     |     |             |    |   |       |   |       |
| Tu 8p-9p                    | 30  | \$50 |     | 0   | 0   | 0   | 0   | 0           | 0  | 0 | 0     | 1 | 1     |
| <b>BLACK LIGHTNING</b>      |     |      |     |     |     |     |     |             |    |   |       |   |       |
| W 7p-8p                     | 30  | \$50 |     | 1   | 1   | 1   | 1   | 1           | 0  | 1 | 1     | 1 | 1     |
| <b>RIVERDALE</b>            |     |      |     |     |     |     |     |             |    |   |       |   |       |
| W 8p-9p                     | 30  | \$50 |     | 0   | 0   | 0   | 0   | 0           | 0  | 0 | 0     | 1 | 1     |
| <b>DYNASTY</b>              |     |      |     |     |     |     |     |             |    |   |       |   |       |
| Th 7p-8p                    | 30  | \$75 |     | 1   | 1   | 1   | 1   | 1           | 0  | 1 | 1     | 1 | 1     |
| <b>SUPERNATURAL</b>         |     |      |     |     |     |     |     |             |    |   |       |   |       |
| Th 8p-9p                    | 30  | \$75 |     | 1   | 1   | 1   | 1   | 1           | 0  | 1 | 1     | 1 | 1     |
| <b>ARROW</b>                |     |      |     |     |     |     |     |             |    |   |       |   |       |
| Su 7p-9p                    | 30  | \$25 |     | 1   | 1   | 1   | 1   | 1           | 0  | 1 | 1     | 0 | 0     |
| <b>CW MOVIE OF THE WEEK</b> |     |      |     |     |     |     |     |             |    |   |       |   |       |
| M-F 9p-9:30p                | 30  | \$25 |     | 5   | 5   | 5   | 5   | 5           | 0  | 5 | 5     | 1 | 1     |
| <b>AMARILLO @ 9</b>         |     |      |     |     |     |     |     |             |    |   |       |   |       |
| M-F 9:30p-10p               | 30  | \$20 |     | 5   | 5   | 5   | 5   | 5           | 0  | 5 | 5     | 1 | 1     |
| <b>SEINFELD</b>             |     |      |     |     |     |     |     |             |    |   |       |   |       |
| M-F 10p-10:30p              | 30  | \$20 |     | 5   | 5   | 5   | 5   | 5           | 0  | 5 | 5     | 1 | 1     |
| <b>SEINFELD</b>             |     |      |     |     |     |     |     |             |    |   |       |   |       |

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# Amarillo International Airport - Phoenix Rte Feb-May18

## TV

Date: 1/3/2018

Client: Amarillo International Airport - Primary Demo: Households  
Buyer: Michael Conner Office: KVII-TV  
Advertiser: Amarillo International Airport - One Broadcast Center  
Product: N/A Amarillo, TX 79101  
Estimate #: 2018 Email: slphilley@sbgvtv.com

Flight Dates: 1/8/2018 to 12/30/2018

Contact: Sandra Philley

Phone: 806-731-8848

Fax: 806-373-4045

Email: slphilley@sbgvtv.com

| Daypart | Dur | CLT | CST | Feb | Mar | Apr | May | Total Spots | HH | A  | 25-54 | A  | 35-64 |
|---------|-----|-----|-----|-----|-----|-----|-----|-------------|----|----|-------|----|-------|
|         |     |     |     | 5   | 12  | 19  | 5   | 25          | 28 | 26 | 25    | 28 | 26    |

### NVII-TV

|                  |         |       |       |       |       |       |       |       |       |      |       |       |       |
|------------------|---------|-------|-------|-------|-------|-------|-------|-------|-------|------|-------|-------|-------|
| Total Spots:     | 25      | 28    | 26    | 25    | 28    | 26    | 25    | 28    | 26    | 0    | 25    | 28    | 26    |
| Total GRP:       | 15.86   | 17.09 | 16.29 | 15.86 | 17.09 | 16.29 | 15.86 | 17.09 | 16.29 | 0.00 | 15.86 | 17.09 | 16.29 |
| Total GIMP(000): | 29      | 31    | 29    | 29    | 31    | 29    | 29    | 31    | 29    | 0    | 29    | 31    | 29    |
| Total CLT CST:   | \$8,500 |       |       |       |       |       |       |       |       |      |       |       |       |

Total CPP/CPM: \$27 \$27 \$27 \$27

Total Reach: 7.7% 7.7% 8.0%  
Total Freq: 25.5 25.5 25.4

| CLT CST        |
|----------------|
| Feb 18 \$2,125 |
| Mar 18 \$2,125 |
| Apr 18 \$2,125 |
| May 18 \$2,125 |

Signature: \_\_\_\_\_





## Summary By Station

|             |                                  |                          |                                      |
|-------------|----------------------------------|--------------------------|--------------------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: Households | Flight Dates: 1/8/2018 to 12/30/2018 |
| Buyer:      | Michael Conner                   | Office: KVII-TV          | Contact: Sandra Philley              |
| Advertiser: | Amarillo International Airport - | One Broadcast Center     | Phone: 806-731-8848                  |
| Product:    | N/A                              | Amarillo, TX 79101       | Fax: 806-373-4045                    |
| Estimate #: | 2018                             |                          | Email: sphilley@sbgstv.com           |

Date: 1/3/2018

| Station       | Total Spots | CLT CST  | PCT | Households |                      |     | Adults 25-54 |                      |     | Adults 35-54 |                      |     |
|---------------|-------------|----------|-----|------------|----------------------|-----|--------------|----------------------|-----|--------------|----------------------|-----|
|               |             |          |     | C COST     | GIMP(000)            | PCT | C COST       | GIMP(000)            | PCT | C COST       | GIMP(000)            | PCT |
|               |             |          |     |            |                      |     |              |                      |     |              |                      |     |
| Amarillo      |             |          |     |            |                      |     |              |                      |     |              |                      |     |
| KVII-S2       | 354         | \$50,330 | 0%  | \$16       | 3296<br>99.0% / 18.5 | 90% | \$28         | 1831<br>99.0% / 16.1 | 89% | \$24         | 2053<br>99.0% / 18.4 | 90% |
| NVII-TV       | 316         | \$8,500  | 0%  | \$27       | 354<br>7.7% / 25.5   | 10% | \$27         | 225<br>7.7% / 25.5   | 11% | \$27         | 228<br>8.0% / 25.4   | 10% |
| Market Total: | 670         | \$58,830 |     | \$18       | 3650<br>99.0% / 20.5 |     | \$29         | 2056<br>99.0% / 18.1 |     | \$29         | 2281<br>99.0% / 20.5 |     |

Signature: \_\_\_\_\_

**Disclaimer:** This contract is between the station and the client. This agreement has been negotiated in good faith and is non-transferrable to a third party media buying agency. Upon contract completion, all rates, programming and promotions are subject to change. If the client wishes to cancel their marketing agreement prior to contract completion, client must indicate in written form, and must give the station at minimum, a TWO WEEK NOTICE. Barrington Broadcasting Group and its stations do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.



## Summary By Station/Month

|             |                                  |                          |               |                        |       |          |
|-------------|----------------------------------|--------------------------|---------------|------------------------|-------|----------|
| Client:     | Amarillo International Airport - | Primary Demo: Households | Flight Dates: | 1/8/2018 to 12/30/2018 | Date: | 1/3/2018 |
| Buyer:      | Michael Conner                   | Office: KVII-TV          | Contact:      | Sandra Philley         |       |          |
| Advertiser: | Amarillo International Airport - | One Broadcast Center     | Phone:        | 806-731-8848           |       |          |
| Product:    | N/A                              | Amarillo, TX 79101       | Fax:          | 806-373-4045           |       |          |
| Estimate #: | 2018                             |                          | Email:        | sphilley@sbgstv.com    |       |          |

| Station                    | Total  | Spots | CLT      | CST | PCT |
|----------------------------|--------|-------|----------|-----|-----|
| <b>Amarillo</b><br>KVII+S2 |        |       |          |     |     |
|                            | Feb 18 | 88    | \$12,583 | 21% |     |
|                            | Mar 18 | 90    | \$12,581 | 21% |     |
|                            | Apr 18 | 88    | \$12,583 | 21% |     |
|                            | May 18 | 88    | \$12,583 | 21% |     |
| <b>NVII-TV</b>             | Feb 18 | 79    | \$2,125  | 4%  |     |
|                            | Mar 18 | 79    | \$2,125  | 4%  |     |
|                            | Apr 18 | 79    | \$2,125  | 4%  |     |
|                            | May 18 | 79    | \$2,125  | 4%  |     |
| <b>Market Total:</b>       | Feb 18 | 167   | \$14,708 | 25% |     |
|                            | Mar 18 | 169   | \$14,706 | 25% |     |
|                            | Apr 18 | 167   | \$14,708 | 25% |     |
|                            | May 18 | 167   | \$14,708 | 25% |     |
|                            |        | 670   | \$58,830 |     |     |



1/4/2018

Flight Dates: 1/8/2018 to 12/30/2018  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: [sphilley@sbgvtv.com](mailto:sphilley@sbgvtv.com)

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# Amarillo International Airport - Phoenix Rte Jun-Sep18

## TV

Date: 1/4/2018

Client: Amarillo International Airport -  
Buyer: Michael Conner  
Advertiser: Amarillo International Airport -  
Product: N/A  
Estimate #: 2018

Flight Dates: 1/8/2018 to 12/30/2018  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: sphilley@sbgstv.com

Primary Demo: Households  
Office: KVII-TV  
One Broadcast Center  
Amarillo, TX 79101

| Daypart                           | Dur | CLT   | CST | Jun | Jul | Aug | Sep | Total Spots | HH | A | 25-54 | A | 35-64 |
|-----------------------------------|-----|-------|-----|-----|-----|-----|-----|-------------|----|---|-------|---|-------|
| <b>Amarillo</b>                   |     |       |     |     |     |     |     |             |    |   |       |   |       |
| <b>KVII+S2</b>                    |     |       |     |     |     |     |     |             |    |   |       |   |       |
| M 7:30p-10:30p                    | 30  | \$750 | 0   | 1   | 0   | 0   | 0   | 0           | 0  | 0 | 0     | 1 | 36    |
| NBA 2018 FINALS                   |     |       |     |     |     |     |     |             |    |   |       |   | 19    |
| (INCLUDES "NBA COUNTDOWN") GAME 5 |     |       |     |     |     |     |     |             |    |   |       |   | 22    |
| W 7:30p-10:30p                    | 30  | \$650 | 1   | 0   | 0   | 0   | 0   | 0           | 0  | 0 | 0     | 1 | 36    |
| NBA 2018 FINALS                   |     |       |     |     |     |     |     |             |    |   |       |   | 21    |
| (INCLUDES "NBA COUNTDOWN") GAME 3 |     |       |     |     |     |     |     |             |    |   |       |   | 31    |
| Th 7:30p-10p                      | 30  | \$750 | 0   | 1   | 0   | 0   | 0   | 0           | 0  | 0 | 0     | 1 | 36    |
| NBA 2018 FINALS                   |     |       |     |     |     |     |     |             |    |   |       |   | 21    |
| (INCLUDES "NBA COUNTDOWN") GAME 6 |     |       |     |     |     |     |     |             |    |   |       |   | 22    |
| F 7:30p-10:30p                    | 30  | \$650 | 1   | 0   | 0   | 0   | 0   | 0           | 0  | 0 | 0     | 1 | 36    |
| NBA 2018 FINALS                   |     |       |     |     |     |     |     |             |    |   |       |   | 20    |
| (INCLUDES "NBA COUNTDOWN") GAME 4 |     |       |     |     |     |     |     |             |    |   |       |   | 23    |
| Sa 10:35p-11:35p                  | 30  | \$25  | 0   | 0   | 0   | 0   | 1   | 0           | 1  | 0 | 1     | 5 | 7     |
| RING OF HONOR WRESTLING           |     |       |     |     |     |     |     |             |    |   |       |   | 5     |
| Sa 7p-10:30p                      | 30  | \$450 | 0   | 0   | 0   | 0   | 0   | 0           | 0  | 0 | 0     | 2 | 9     |
| SATURDAY NIGHT FOOTB              |     |       |     |     |     |     |     |             |    |   |       |   | 6     |
| Sa-Su 2p-5p                       | 30  | \$75  | 0   | 0   | 0   | 0   | 0   | 3           | 3  | 0 | 0     | 6 | 4     |
| LITTLE LEAGUE WORLD SERIES        |     |       |     |     |     |     |     |             |    |   |       |   | 2     |
| Sa-Su 2p-5p                       | 30  | \$75  | 0   | 0   | 0   | 0   | 3   | 0           | 0  | 0 | 0     | 6 | 4     |
| WIMBLEDON                         |     |       |     |     |     |     |     |             |    |   |       |   | 2     |

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Rentrak Corporation Audience Estimates Copyright ©2018 Rentrak Corporation. Rentrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Rentrak release. Audience estimates for total households and age/gender only are available based on market tiers.



# Amarillo International Airport - Phoenix Rte Jun-Sep18

## TV

Date: 1/4/2018

Client: Amarillo International Airport -  
Buyer: Michael Conner  
Advertiser: Amarillo International Airport -  
Product: N/A  
Estimate #: 2018  
Flight Dates: 1/8/2018 to 12/30/2018  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: splhilley@sbgvtv.com

Primary Demo: Households  
Office: KVIL-TV  
One Broadcast Center  
Amarillo, TX 79101

| Daypart          | Dur | CLT     | CST      | Jun    | Jul   | Aug   | Sep   | Total Spots | HH    | A     | 25-54 | A     | 35-64 |
|------------------|-----|---------|----------|--------|-------|-------|-------|-------------|-------|-------|-------|-------|-------|
| Amarillo KVIL+S2 |     |         |          |        |       |       |       |             |       |       |       |       |       |
| M-Su 3a-3a       | 30  | \$1,000 | 0        | 1      | 0     | 0     | 1     | 0           | 1     | 0     | 1     | 0     | 16    |
| OVER THE TOP     |     |         |          |        |       |       |       |             |       |       |       |       | \$63  |
| Total Spots:     |     |         | 12       | 14     | 10    | 18    | 19    | 15          | 19    | 20    | 16    | 18    |       |
| Total GRP:       |     |         | 91.28    | 105.95 | 51.28 | 87.59 | 99.50 | 87.60       | 80.92 | 99.50 | 94.28 | 84.82 | 91.91 |
| Total GIMP(000): |     |         | 164      | 191    | 92    | 158   | 179   | 158         | 146   | 179   | 170   | 153   | 165   |
| Total CLT CST:   |     |         | \$29,900 |        |       |       |       |             |       |       |       |       |       |

Total CPP/CPM: \$15 \$26 \$26

Total Reach: 99.0% 99.0% 99.0%

Total Freq: 10.7 9.5 10.8

CLT CST  
Jun 18 \$7,475  
Jul 18 \$7,475  
Aug 18 \$7,475  
Sep 18 \$7,475

Signature: \_\_\_\_\_



1/4/2018

Flight Dates: 1/8/2018 to 12/30/2018  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: [sphilley@sbgvtv.com](mailto:sphilley@sbgvtv.com)

|              |      |      |      |
|--------------|------|------|------|
| Total Reach: | 7.3% | 7.3% | 7.6% |
| Total Freq:  | 16.9 | 16.7 | 16.7 |





# Amarillo International Airport - Phoenix Rte Jun-Sep18

## TV

Date: 1/4/2018

Client: Amarillo International Airport -  
Buyer: Michael Conner  
Advertiser: Amarillo International Airport -  
Product: N/A  
Estimate #: 2018

Primary Demo: Households  
Office: KVII-TV  
One Broadcast Center  
Amarillo, TX 79101

Flight Dates: 1/8/2018 to 12/30/2018  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: sphilley@sbgvtv.com

| Daypart | Dur | CLT |  | CST |  | Jun |    | Jul |   | Aug |    | Sep |    | Total Spots | HH | A  | 25-54 | A | 35-64 |
|---------|-----|-----|--|-----|--|-----|----|-----|---|-----|----|-----|----|-------------|----|----|-------|---|-------|
|         |     |     |  |     |  |     |    |     |   |     |    |     |    |             |    |    |       |   |       |
|         |     |     |  |     |  | 4   | 11 | 18  | 2 | 9   | 16 | 6   | 13 | 20          | 3  | 10 | 17    |   |       |

### NVII-TV

|        | CLT     | CST |
|--------|---------|-----|
| Jul 18 | \$1,275 |     |
| Aug 18 | \$1,275 |     |
| Sep 18 | \$1,275 |     |

Signature: \_\_\_\_\_



## Summary By Station

Date: 1/4/2018

|             |                                  |                          |               |                        |
|-------------|----------------------------------|--------------------------|---------------|------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: Households | Flight Dates: | 1/8/2018 to 12/30/2018 |
| Buyer:      | Michael Conner                   | Office: KVII-TV          | Contact:      | Sandra Philley         |
| Advertiser: | Amarillo International Airport - | One Broadcast Center     | Phone:        | 806-731-8848           |
| Product:    | N/A                              | Amarillo, TX 79101       | Fax:          | 806-373-4045           |
| Estimate #: | 2018                             |                          | Email:        | sphilley@sbgvtv.com    |

| Station              | Total Spots | Households       |           |              | Adults 25-54     |              |     | Adults 35-64     |              |     |
|----------------------|-------------|------------------|-----------|--------------|------------------|--------------|-----|------------------|--------------|-----|
|                      |             | C COST           | GIMP(000) | PCT          | C COST           | GIMP(000)    | PCT | C COST           | GIMP(000)    | PCT |
|                      |             | Reach Pct / Freq |           |              | Reach Pct / Freq |              |     | Reach Pct / Freq |              |     |
| <b>Amarillo</b>      |             |                  |           |              |                  |              |     |                  |              |     |
| KVII+S2              | 194         | \$29,900         | 0%        | 1913         | \$26             | 1078         | 89% | \$26             | 1201         | 89% |
|                      |             |                  |           | 99.0% / 10.7 |                  | 99.0% / 9.5  |     |                  | 99.0% / 10.8 |     |
| NVII-TV              | 192         | \$5,100          | 0%        | 223          | \$27             | 140          | 11% | \$27             | 142          | 11% |
|                      |             |                  |           | 7.3% / 16.9  |                  | 7.3% / 16.7  |     |                  | 7.6% / 16.7  |     |
| <b>Market Total:</b> | <b>386</b>  | <b>\$35,000</b>  |           | <b>2136</b>  | <b>\$30</b>      | <b>1217</b>  |     | <b>\$30</b>      | <b>1343</b>  |     |
|                      |             |                  |           | 99.0% / 12.0 |                  | 99.0% / 10.7 |     |                  | 99.0% / 12.1 |     |

Signature: \_\_\_\_\_

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## Summary By Station/Month

Date: 1/4/2018

Client: Amarillo International Airport - Primary Demo: Households  
Buyer: Michael Conner Office: KVII-TV  
Advertiser: Amarillo International Airport -  
Product: N/A  
Estimate #: 2018  
Flight Dates: 1/8/2018 to 12/30/2018  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: sphilley@sbgstv.com

| Station                    | Total<br>Spots | CLT      | CST | PCT |
|----------------------------|----------------|----------|-----|-----|
| <b>Amarillo</b><br>KVII+S2 |                |          |     |     |
| Jun 18                     | 36             | \$7,475  | 21% |     |
| Jul 18                     | 54             | \$7,475  | 21% |     |
| Aug 18                     | 54             | \$7,475  | 21% |     |
| Sep 18                     | 50             | \$7,475  | 21% |     |
| <b>NVII-TV</b>             |                |          |     |     |
| Jun 18                     | 48             | \$1,275  | 4%  |     |
| Jul 18                     | 48             | \$1,275  | 4%  |     |
| Aug 18                     | 48             | \$1,275  | 4%  |     |
| Sep 18                     | 48             | \$1,275  | 4%  |     |
| <b>Market Total:</b>       |                |          |     |     |
| Jun 18                     | 84             | \$8,750  | 25% |     |
| Jul 18                     | 102            | \$8,750  | 25% |     |
| Aug 18                     | 102            | \$8,750  | 25% |     |
| Sep 18                     | 98             | \$8,750  | 25% |     |
|                            | 386            | \$35,000 |     |     |





# Amarillo International Airport - Phoenix Rte Oct18-Jan19

## TV

Date: 1/4/2018

|             |                                  |               |                      |               |                       |
|-------------|----------------------------------|---------------|----------------------|---------------|-----------------------|
| Client:     | Amarillo International Airport - | Primary Demo: | Households           | Flight Dates: | 1/8/2018 to 1/27/2019 |
| Buyer:      | Michael Conner                   | Office:       | KVII-TV              | Contact:      | Sandra Philley        |
| Advertiser: | Amarillo International Airport - |               | One Broadcast Center | Phone:        | 806-731-8848          |
| Product:    | N/A                              |               | Amarillo, TX 79101   | Fax:          | 806-373-4045          |
| Estimate #: | 2018                             |               |                      | Email:        | sphilley@sbgvtv.com   |

| Daypart                     | Dur | CLT | CST | Oct | 1 | 8 | 15 | 29 | Nov | 5 | 12 | 19 | Dec | 3 | 10 | 17 | Jan | 7 | 14 | 21 | Total Spots | HH | A | 25-54 | A | 35-64 |
|-----------------------------|-----|-----|-----|-----|---|---|----|----|-----|---|----|----|-----|---|----|----|-----|---|----|----|-------------|----|---|-------|---|-------|
| <b>Amarillo</b>             |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| <b>KVII+S2</b>              |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| M-F 6a-7a                   | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| DAYBREAK                    |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| M-F 7a-9a                   | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| GOOD MORNING AMERICA        |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| Sa 7a-8a                    | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| GMA WEEKEND SAT             |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| Su 7a-8a                    | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| GOOD MORNING AMERICA SUNDAY |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| Su 9a-9:30a                 | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| FULL MEASURE                |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| M-F 6p-6:30p                | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| ABC 7 NEWS @ 6PM            |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| M-F 6:30p-7p                | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| WHEEL OF FORTUNE            |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| Su 10:35p-11:05p            | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| FULL MEASURE                |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| W/SHARYL ATKINSSON          |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| M-Su 3a-3a                  | 30  |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| OVER THE TOP                |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| Total Spots:                |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| Total GRP:                  |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |
| Total GIMP(000):            |     |     |     |     |   |   |    |    |     |   |    |    |     |   |    |    |     |   |    |    |             |    |   |       |   |       |



# Amarillo International Airport - Phoenix Rte Oct18-Jan19

## TV

Date: 1/4/2018

|             |                                  |               |                      |               |                       |
|-------------|----------------------------------|---------------|----------------------|---------------|-----------------------|
| Client:     | Amarillo International Airport - | Primary Demo: | Households           | Flight Dates: | 1/8/2018 to 1/27/2019 |
| Buyer:      | Michael Connor                   | Office:       | KVII-TV              | Contact:      | Sandra Philley        |
| Advertiser: | Amarillo International Airport - |               | One Broadcast Center | Phone:        | 806-731-8848          |
| Product:    | N/A                              |               | Amarillo, TX 79101   | Fax:          | 806-373-4045          |
| Estimate #: | 2018                             |               |                      | Email:        | sphilley@sbgvtv.com   |

| Daypart | Dur | CLTCST | Oct | Nov | Dec | Jan | Total Spots | HH | A  | 25-54 | A  | 35-64 |   |    |    |           |           |           |
|---------|-----|--------|-----|-----|-----|-----|-------------|----|----|-------|----|-------|---|----|----|-----------|-----------|-----------|
|         |     |        | 1   | 8   | 15  | 29  | 5           | 12 | 19 | 3     | 10 | 17    | 7 | 14 | 21 | (000)/CPM | (000)/CPM | (000)/CPM |

KVII+S2

Total CLT CST: \$17,168

Total CPM/CPM: \$15 \$25 \$25

| CLT CST |
|---------|
| Oct 18  |
| Nov 18  |
| Dec 18  |
| Jan 19  |

Total Reach: 99.0% 96.5% 99.0%  
Total Freq: 6.5 5.9 6.5

Signature: \_\_\_\_\_



1/4/2018

Flight Dates: 1/8/2018 to 1/27/2019  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: [sphilley@sbgstv.com](mailto:sphilley@sbgstv.com)

|              |      |      |      |
|--------------|------|------|------|
| Total Reach: | 7.2% | 7.3% | 7.6% |
| Total Freq:  | 14.8 | 14.4 | 14.4 |

|              |      |      |      |
|--------------|------|------|------|
| Total Reach: | 7.2% | 7.3% | 7.6% |
| Total Freq:  | 14.8 | 14.4 | 14.4 |





# Amarillo International Airport - Phoenix Rte Oct18-Jan19

## TV

Date: 1/4/2018

Client: Amarillo International Airport - Primary Demo: Households  
Buyer: Michael Conner Office: KVII-TV  
Advertiser: Amarillo International Airport - One Broadcast Center  
Product: N/A Amarillo, TX 79101  
Estimate #: 2018 Email: sphilley@sbgstv.com

Flight Dates: 1/8/2018 to 1/27/2019

Contact: Sandra Philley

Phone: 806-731-8848

Fax: 806-373-4045

Email: sphilley@sbgstv.com

| Daypart | Dur | CLT CST | Oct | Nov | Dec | Jan | Total Spots | HH | A  | 25-54 | A  | 35-64 |   |    |    |  |  |
|---------|-----|---------|-----|-----|-----|-----|-------------|----|----|-------|----|-------|---|----|----|--|--|
|         |     |         | 1   | 8   | 15  | 29  | 5           | 12 | 19 | 3     | 10 | 17    | 7 | 14 | 21 |  |  |

NVII-TV

CLT CST

Jan 19

\$751

Signature: \_\_\_\_\_



## Summary By Station

Date: 1/4/2018

|             |                                  |                          |               |                       |
|-------------|----------------------------------|--------------------------|---------------|-----------------------|
| Client:     | Amarillo International Airport - | Primary Demo: Households | Flight Dates: | 1/8/2018 to 1/27/2019 |
| Buyer:      | Michael Conner                   | Office: KVII-TV          | Contact:      | Sandra Philley        |
| Advertiser: | Amarillo International Airport - | One Broadcast Center     | Phone:        | 806-731-8848          |
| Product:    | N/A                              | Amarillo, TX 79101       | Fax:          | 806-373-4045          |
| Estimate #: | 2018                             |                          | Email:        | sphilley@sbgstv.com   |

| Station             | Total Spots | CLT CST  | PCT | Households |                                   | Adults 25-54 |                                   | Adults 35-54 |                                   |
|---------------------|-------------|----------|-----|------------|-----------------------------------|--------------|-----------------------------------|--------------|-----------------------------------|
|                     |             |          |     | C COST     | GIMP(000) PCT<br>Reach Pct / Freq | C COST       | GIMP(000) PCT<br>Reach Pct / Freq | C COST       | GIMP(000) PCT<br>Reach Pct / Freq |
| Amarillo<br>KVII+S2 | 116         | \$17,168 | 0%  | \$15       | 1154 86%<br>99.0% / 6.5           | \$25         | 648 84%<br>96.5% / 5.9            | \$25         | 723 85%<br>99.0% / 6.5            |
|                     | 148         | \$3,002  | 0%  | \$20       | 192 14%<br>7.2% / 14.8            | \$20         | 120 16%<br>7.3% / 14.4            | \$20         | 124 15%<br>7.6% / 14.4            |
| Market Total:       | 264         | \$20,170 |     | \$15       | 1346 99.0% / 7.6                  | \$25         | 769 96.8% / 6.9                   | \$25         | 847 99.0% / 7.6                   |

Signature: \_\_\_\_\_

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## Summary By Station/Month

Date: 1/4/2018

|             |                                  |                          |                                     |
|-------------|----------------------------------|--------------------------|-------------------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: Households | Flight Dates: 1/8/2018 to 1/27/2019 |
| Buyer:      | Michael Conner                   | Office: KVII-TV          | Contact: Sandra Philley             |
| Advertiser: | Amarillo International Airport - | One Broadcast Center     | Phone: 806-731-8848                 |
| Product:    | N/A                              | Amarillo, TX 79101       | Fax: 806-373-4045                   |
| Estimate #: | 2018                             |                          | Email: sphilley@sbgstv.com          |

| Station                    | Total  | Spots | CLT      | CST | PCT |
|----------------------------|--------|-------|----------|-----|-----|
| <b>Amarillo</b><br>KVII+S2 |        |       |          |     |     |
|                            |        | 29    | \$4,292  | 21% |     |
|                            | Oct 18 | 29    | \$4,292  | 21% |     |
|                            | Nov 18 | 29    | \$4,292  | 21% |     |
|                            | Dec 18 | 29    | \$4,292  | 21% |     |
|                            | Jan 19 | 29    | \$4,292  | 21% |     |
| <b>NVII-TV</b>             |        |       |          |     |     |
|                            |        | 37    | \$750    | 4%  |     |
|                            | Oct 18 | 37    | \$751    | 4%  |     |
|                            | Nov 18 | 37    | \$750    | 4%  |     |
|                            | Dec 18 | 37    | \$751    | 4%  |     |
|                            | Jan 19 | 37    | \$751    | 4%  |     |
| <b>Market Total:</b>       |        |       |          |     |     |
|                            |        | 66    | \$5,042  | 25% |     |
|                            | Oct 18 | 66    | \$5,043  | 25% |     |
|                            | Nov 18 | 66    | \$5,042  | 25% |     |
|                            | Dec 18 | 66    | \$5,043  | 25% |     |
|                            | Jan 19 | 66    | \$5,043  | 25% |     |
|                            |        | 264   | \$20,170 |     |     |





# Amarillo International Airport - Phoenix Rte Feb-May19

## TV

Date: 1/4/2018

Client: Amarillo International Airport - Primary Demo: Households  
Buyer: Michael Conner Office: KVII-TV  
Advertiser: Amarillo International Airport - One Broadcast Center  
Product: N/A Amarillo, TX 79101  
Estimate #: 2018 Email: slphilley@sbgvtv.com

Flight Dates: 1/8/2018 to 5/26/2019

Contact: Sandra Philley

Phone: 806-731-8848

Fax: 806-373-4045

Email: slphilley@sbgvtv.com

| Daypart              | Dur | CLT   | CST | Feb      | Mar   | Apr   | May   | Total Spots | HH    | A 25-54 | A 35-64 |
|----------------------|-----|-------|-----|----------|-------|-------|-------|-------------|-------|---------|---------|
| <b>Amarillo</b>      |     |       |     |          |       |       |       |             |       |         |         |
| <b>KVII+S2</b>       |     |       |     |          |       |       |       |             |       |         |         |
| M-F 6a-7a            | 30  |       |     | 1        | 2     | 1     | 1     | 2           | 1     | 2       | 1       |
| DAYBREAK             |     | \$125 |     |          |       |       |       |             |       |         |         |
| M-F 7a-9a            | 30  |       |     | 2        | 1     | 1     | 2     | 1           | 1     | 2       | 1       |
| GOOD MORNING AMERICA |     | \$165 |     |          |       |       |       |             |       |         |         |
| Sa 7a-8a             | 30  |       |     | 1        | 0     | 1     | 1     | 0           | 1     | 1       | 0       |
| GMA WEEKEND SAT      |     | \$85  |     |          |       |       |       |             |       |         |         |
| Su 9a-9:30a          | 30  |       |     | 1        | 0     | 1     | 1     | 0           | 1     | 1       | 0       |
| FULL MEASURE         |     | \$50  |     |          |       |       |       |             |       |         |         |
| M-F 6p-6:30p         | 30  |       |     | 1        | 1     | 1     | 1     | 1           | 1     | 1       | 1       |
| ABC 7 NEWS @ 6PM     |     | \$165 |     |          |       |       |       |             |       |         |         |
| M-F 6:30p-7p         | 30  |       |     | 2        | 2     | 1     | 2     | 2           | 1     | 2       | 2       |
| WHEEL OF FORTUNE     |     | \$225 |     |          |       |       |       |             |       |         |         |
| Su 10:35p-11:05p     | 30  |       |     | 1        | 0     | 1     | 1     | 0           | 1     | 1       | 0       |
| FULL MEASURE         |     | \$75  |     |          |       |       |       |             |       |         |         |
| W/SHARYL ATKINSSON   |     |       |     |          |       |       |       |             |       |         |         |
| Total Spots:         |     |       |     | 9        | 6     | 7     | 9     | 6           | 7     | 9       | 6       |
| Total GRP:           |     |       |     | 52.18    | 33.38 | 44.81 | 52.18 | 33.38       | 44.81 | 52.18   | 33.38   |
| Total GIMP(000):     |     |       |     | 94       | 60    | 81    | 94    | 60          | 81    | 94      | 60      |
| Total CLT CST:       |     |       |     | \$12,800 |       |       |       |             |       |         |         |
| Total CPP/CPM:       |     |       |     |          |       |       |       |             | 938   | 515     | 578     |
|                      |     |       |     |          |       |       |       |             | \$13  | \$24    | \$21    |

Total Reach: 83.0% 74.8% 84.8%

Total Freq: 6.3 6.0 6.1

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Rentrak Corporation Audience Estimates Copyright ©2018 Rentrak Corporation. Rentrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Rentrak release. Audience estimates for total households and age/gender only are available based on market tiers.



# Amarillo International Airport - Phoenix Rte Feb-May19

## TV

Date: 1/4/2018

Client: Amarillo International Airport - Primary Demo: Households  
Buyer: Michael Conner Office: KVII-TV  
Advertiser: Amarillo International Airport -  
Product: N/A  
Estimate #: 2018

Flight Dates: 1/8/2018 to 5/26/2019  
Contact: Sandra Philley  
Phone: 806-731-8848  
Fax: 806-373-4045  
Email: sphilley@sbgvtv.com

| Daypart | Dur | CLT |  | CST |  | Feb |    | Mar |   | Apr |    | May |   | Total Spots | HH | A  | 25-54 | A | 35-64 |
|---------|-----|-----|--|-----|--|-----|----|-----|---|-----|----|-----|---|-------------|----|----|-------|---|-------|
|         |     |     |  |     |  |     |    |     |   |     |    |     |   |             |    |    |       |   |       |
|         |     |     |  |     |  | 4   | 11 | 18  | 4 | 11  | 18 | 1   | 8 | 15          | 6  | 13 | 20    |   |       |

KVII+S2

|        | CLT     | CST |
|--------|---------|-----|
| Feb 19 | \$3,200 |     |
| Mar 19 | \$3,200 |     |
| Apr 19 | \$3,200 |     |
| May 19 | \$3,200 |     |

Signature: \_\_\_\_\_



# Amarillo International Airport - Phoenix Rte Feb-May19

## TV

Date: 1/4/2018

Client: Amarillo International Airport - Primary Demo: Households  
Buyer: Michael Conner Office: KVII-TV  
Advertiser: Amarillo International Airport - One Broadcast Center  
Product: N/A Amarillo, TX 79101  
Estimate #: 2018 Email: slphilley@sbgstv.com

Flight Dates: 1/8/2018 to 5/26/2019

Contact: Sandra Philley

Phone: 806-731-8848

Fax: 806-373-4045

Email: slphilley@sbgstv.com

| Daypart               | Dur | CLT  | CST     | Feb  | Mar  | Apr  | May  | Total Spots | HH   | A    | 25-54 | A    | 35-64 |
|-----------------------|-----|------|---------|------|------|------|------|-------------|------|------|-------|------|-------|
| <b>Amarillo</b>       |     |      |         |      |      |      |      |             |      |      |       |      |       |
| <b>NVIL-TV</b>        |     |      |         |      |      |      |      |             |      |      |       |      |       |
| M-F 9p-9:30p          | 30  | \$25 | 5       | 5    | 5    | 5    | 5    | 5           | 5    | 5    | 5     | 5    | 1     |
| <b>AMARILLO @ 9</b>   |     |      |         |      |      |      |      |             |      |      |       |      |       |
| M-F 9:30p-10p         | 30  | \$20 | 2       | 1    | 2    | 2    | 1    | 2           | 2    | 1    | 2     | 1    | 1     |
| <b>SEINFELD</b>       |     |      |         |      |      |      |      |             |      |      |       |      |       |
| M-F 10p-10:30p        | 30  | \$20 | 2       | 1    | 0    | 2    | 1    | 0           | 2    | 1    | 0     | 2    | 1     |
| <b>SEINFELD</b>       |     |      |         |      |      |      |      |             |      |      |       |      |       |
| Sa 10p-10:30p         | 30  | \$5  | 1       | 1    | 1    | 1    | 1    | 1           | 1    | 1    | 1     | 1    | 1     |
| <b>KING OF QUEENS</b> |     |      |         |      |      |      |      |             |      |      |       |      |       |
| Total Spots:          |     |      | 10      | 8    | 8    | 10   | 8    | 10          | 8    | 10   | 8     | 10   | 8     |
| Total GRP:            |     |      | 8.15    | 6.58 | 6.58 | 8.15 | 6.58 | 8.15        | 6.58 | 8.15 | 6.58  | 8.15 | 6.58  |
| Total GIMP(000):      |     |      | 15      | 12   | 12   | 15   | 12   | 15          | 12   | 15   | 12    | 15   | 12    |
| Total CLT CST:        |     |      | \$2,200 |      |      |      |      |             |      |      |       |      |       |

Total CPP/CPM: 153 96 100 \$21 \$21 \$21

Total Reach: 7.1% 7.2% 7.5%

Total Freq: 12.1 11.6 11.8

| CLT CST |       |
|---------|-------|
| Feb 19  | \$550 |
| Mar 19  | \$550 |
| Apr 19  | \$550 |
| May 19  | \$550 |

Signature: \_\_\_\_\_

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## Summary By Station/Month

Date: 1/4/2018

|             |                                  |                          |                                     |
|-------------|----------------------------------|--------------------------|-------------------------------------|
| Client:     | Amarillo International Airport - | Primary Demo: Households | Flight Dates: 1/8/2018 to 5/26/2019 |
| Buyer:      | Michael Conner                   | Office: KVII-TV          | Contact: Sandra Philley             |
| Advertiser: | Amarillo International Airport - | One Broadcast Center     | Phone: 806-731-8848                 |
| Product:    | N/A                              | Amarillo, TX 79101       | Fax: 806-373-4045                   |
| Estimate #: | 2018                             |                          | Email: sphilley@sbgstv.com          |

| Station                    | Total  | Spots | CLT      | CST | PCT |
|----------------------------|--------|-------|----------|-----|-----|
| <b>Amarillo</b><br>KVII+S2 |        |       |          |     |     |
|                            | Feb 19 | 22    | \$3,200  | 21% |     |
|                            | Mar 19 | 22    | \$3,200  | 21% |     |
|                            | Apr 19 | 22    | \$3,200  | 21% |     |
|                            | May 19 | 22    | \$3,200  | 21% |     |
| <b>NVII-TV</b>             |        |       |          |     |     |
|                            | Feb 19 | 26    | \$550    | 4%  |     |
|                            | Mar 19 | 26    | \$550    | 4%  |     |
|                            | Apr 19 | 26    | \$550    | 4%  |     |
|                            | May 19 | 26    | \$550    | 4%  |     |
| <b>Market Total:</b>       |        |       |          |     |     |
|                            | Feb 19 | 48    | \$3,750  | 25% |     |
|                            | Mar 19 | 48    | \$3,750  | 25% |     |
|                            | Apr 19 | 48    | \$3,750  | 25% |     |
|                            | May 19 | 48    | \$3,750  | 25% |     |
|                            |        | 192   | \$15,000 |     |     |

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# Amarillo City Council Agenda Transmittal Memo



|              |                                       |                  |                        |
|--------------|---------------------------------------|------------------|------------------------|
| Meeting Date | 1/23/2018                             | Council Priority | Transportation Systems |
| Department   | Department of Aviation                |                  |                        |
| Contact      | Michael Conner – Director of Aviation |                  |                        |

## Agenda Caption

CONSIDER: Purchase of Radio Advertising in support of the Phoenix airline service.

## Agenda Item Summary

Recommend approval to purchase local radio advertising and cross-market digital advertising to support the Phoenix airline service. This advertising is a requirement of the DOT grant and of the airline service agreement.

## Requested Action

Recommended approval.

## Funding Summary

54110.61325 – SCASD DOT Grant Expense

## Community Engagement Summary

Level 1. Virtually no negative impact on the community. However, as this is positive advertising, any impact on the community will be positive.

## Staff Recommendation

Staff recommends the approval of Alpha Media Marketing for American Airlines New Phoenix Service.

Bid No. 5993 Marketing for new American Airlines Service  
Opened 4:00 p.m., January 3, 2018

| To be awarded as one lot                                                                                                                      |              | Alpha Media |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|
| Line 1 Communications Marketing Service, Alpha Media, Jan - April 2018, Commercials, 200,000 Targeted Display Impressions, per specifications |              |             |
| 1 ea                                                                                                                                          |              |             |
| Unit Price                                                                                                                                    | \$26,000.000 |             |
| Extended Price                                                                                                                                |              | 26,000.00   |
| Line 2 Communications Marketing Service, Alpha Media, May - August 2018, Commercials, per specifications                                      |              |             |
| 1 ea                                                                                                                                          |              |             |
| Unit Price                                                                                                                                    | \$18,000.000 |             |
| Extended Price                                                                                                                                |              | 18,000.00   |
| Line 3 Communications Marketing Service, Alpha Media, Sept - Dec 2018, Commercials, per specifications                                        |              |             |
| 1 ea                                                                                                                                          |              |             |
| Unit Price                                                                                                                                    | \$18,000.000 |             |
| Extended Price                                                                                                                                |              | 18,000.00   |
| Line 4 Communications Marketing Service, Alpha Media, Jan - April 2019, Commercials, per specifications                                       |              |             |
| 1 ea                                                                                                                                          |              |             |
| Unit Price                                                                                                                                    | \$15,000.000 |             |
| Extended Price                                                                                                                                |              | 15,000.00   |
| Bid Total                                                                                                                                     |              | 77,000.00   |
| Award by Vendor                                                                                                                               |              | 77,000.00   |





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# Amarillo City Council Agenda Transmittal Memo



|              |                       |                  |  |
|--------------|-----------------------|------------------|--|
| Meeting Date | 1/23/2018             | Council Priority |  |
| Department   | Facilities Department |                  |  |
| Contact      | Jerry Danforth        |                  |  |

## Agenda Caption

Purchase of Replacement Chiller for the Globe News Center Damaged 1/1/2018

## Agenda Item Summary

This is a direct replacement of a Chiller at the GNC that was damaged during freezing temps of January 1<sup>st</sup>, 2018 when we experience power fluctuations that cause failed control circuits

## Requested Action

Approval of Purchase

## Funding Summary

## Community Engagement Summary

N/A

## Staff Recommendation

Bid No. 6001 CHILLER EQUIPMENT FOR THE REPAIRS AT GLOBE NEWS CENTER  
Opened 4:00 p.m. January 12, 2018

| To be awarded as one lot                                                                   |  | ROBERT MADDEN INC |
|--------------------------------------------------------------------------------------------|--|-------------------|
| Line 1 Parts, tower, cooling, brand listed or equal, ACH550-VDR-301A-4, per specifications |  |                   |
| 1 ea                                                                                       |  |                   |
| Unit Price                                                                                 |  | \$0.000           |
| Extended Price                                                                             |  | -                 |
| Line 2 Parts, tower, cooling, brand listed or equal, Carrier chiller, per specifications   |  |                   |
| 1 ea                                                                                       |  |                   |
| Unit Price                                                                                 |  | \$93,488.000      |
| Extended Price                                                                             |  | 93,488.00         |
| Bid Total                                                                                  |  | 93,488.00         |
| Award by Vendor                                                                            |  | 93,488.00         |

K



# Amarillo City Council

## Agenda Transmittal Memo



|              |                  |                  |                      |
|--------------|------------------|------------------|----------------------|
| Meeting Date | January 23, 2018 | Council Priority | Community Appearance |
| Department   | Planning         |                  |                      |
| Contact      | AJ Fawver        |                  |                      |

**Agenda Caption**

Aviation Clear Zone Easement, being 3,850 feet above mean sea level above the plat of Amarillo Boulevard East Unit No. 5, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

**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 Amarillo Boulevard East Unit No. 5.

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

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

This ACZ Easement is establishing a height regulation of 3,850 feet above mean sea level for the plat of Amarillo Boulevard East Unit No. 5.

**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.



AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Samphou Williams, 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 3,850 feet above mean sea level above the plat of Amarillo Boulevard East Unit No. 5, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.

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

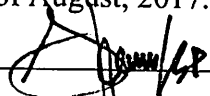
GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 3,850 feet above mean sea level. GRANTOR does hereby GRANT 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 3,850 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.

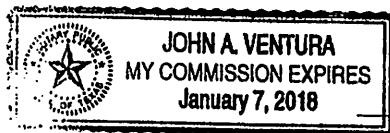
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the \_\_\_\_\_ day of August, 2017.

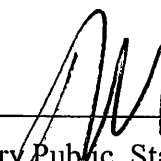
  
\_\_\_\_\_  
Samphou Williams

THE STATE OF TEXAS           §

COUNTY OF POTTER           §

This instrument was acknowledged before me on this the 20<sup>th</sup> day of August, 2017, by Samphou Williams.



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

# Amarillo City Council

## Agenda Transmittal Memo



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### Funding Summary

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

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### Community Engagement Summary

N/A

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### Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 17-09.

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**CASE ACZ-17-09**  
**AVIATION CLEAR ZONE EASEMENT**



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

**Amarillo Boulevard East Addition Unit No. 5, an addition to the City of Amarillo, being an unplatted tract of land in Section 105, Block 2, AB&M Survey, Potter County, Texas.**

**Developer: Samphou Williams**

Developer: Samphou Williams

Vicinity: E Amarillo Blvd. & Evergreen St.

**Scale:** 1 inch = 300 feet  
**Date:** 1/18/2018

A compass rose with eight points. The cardinal directions are labeled: N (North) at the top, S (South) at the bottom, E (East) on the right, and W (West) on the left. The intermediate directions (NE, SE, SW, NW) are also indicated by lines between the cardinal points.

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 | January 23, 2018 | Council Priority | Redevelopment |
|--------------|------------------|------------------|---------------|

|            |                                |                |                                              |
|------------|--------------------------------|----------------|----------------------------------------------|
| Department | Office of Economic Development | Contact Person | Andrew Freeman, Economic Development Manager |
|------------|--------------------------------|----------------|----------------------------------------------|

### Agenda Caption

ORDINANCE NO. \_\_\_\_:

This is the first reading of an ordinance approving the transfer of Lots 001 through 006, Block 0003, Lee Green's Addition, an addition to the city of Amarillo, Potter County, Texas to Amarillo Habitat for Humanity, in accordance with Section 253.011 and Section 272.001 of the Texas Local Government Code; and authorizing the City Manager to execute all documents necessary to transfer ownership; providing for severability, publication, and effective date.

### Agenda Item Summary

Habitat for Humanity recently inquired to see if the City might have any surplus lots to build affordable housing on since they are near completion of their current lots. After reviewing the request, it was determined there were a few lots near the service center that are no longer needed now that the City will be taking on the GTM building in a couple of years.

The location of the lots is in the currently underway Barrio neighborhood plan area, and assisting with new affordable housing in the area would be supportive of that plan. Habitat for Humanity builds affordable, single-family homes for families that qualify and complete their approximately two-year program. Each Habitat family holds a mortgage and pays property taxes and insurance. Habitat is able to keep the homes affordable by providing 25-30 year, mortgage loans at 0% interest. Historically, payments on Habitat homes have ranged between \$400-\$600/month.

With this partnership the City will be able to work with a non-profit organization to help revitalize this neighborhood. Attached is a letter from Habitat for Humanity outlining their request with pictures of previous projects in the area for your review.

### Requested Action

Approval of Ordinance on First Reading

### Funding Summary

N/A

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends approval as presented

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CTIY COUNCIL AUTHORIZING THE TRANSFER OF LOTS 001 THROUGH 006, BLOCK 0003, LEE GREEN'S ADDITION, AN ADDITION TO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS TO AMARILLO HABITAT FOR HUMANITY, IN ACCORDANCE WITH SECTION 253.011 AND SECTION 272.001 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO TRANSFER OWNERSHIP; PROVIDING FOR SEVERABILITY, PUBLICATION, AND EFFECTIVE DATE.**

**WHEREAS**, the City of Amarillo is the owner of certain real property located in the City of Amarillo, Potter County, Texas; and

**WHEREAS**, the City Council finds it to be in the public interest to transfer said property to Amarillo Habitat for Humanity, Inc., which will primarily use the property to construct affordable single-family housing; and

**WHEREAS**, the City Council finds that said conveyance is made pursuant to Texas Local Government Code Section 253.011 and Section 272.001;

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

**SECTION ONE.** The City Manager is hereby authorized to execute, respectively, on behalf of the City of Amarillo ("City"), an agreement between the City and Amarillo Habitat for Humanity, Inc., concerning the transfer of specific lots described in Section Two herein, from the City of Amarillo to Amarillo Habitat for Humanity, Inc. Said agreement is to be in substantially the form as Exhibit "A" attached herein and incorporated by reference for all legal purposes.

**SECTION TWO.** The real property to be conveyed by the City of Amarillo is as follows:

Being all of the following:

LOT ONE (001), BLOCK THREE (0003),  
LOT TWO (002), BLOCK THREE (0003),  
LOT THREE (003), BLOCK THREE (0003), EXC E. 15 FT.,  
LOT FOUR (004), BLOCK THREE (0003), EXC W. 5 FT.,  
LOT FIVE (005), BLOCK THREE (0003), AND  
LOT SIX (006), BLOCK THREE (0003),



LEE GREEN'S ADDITION, an addition to the City of Amarillo, Potter County, Texas, according to the map or plat thereof, recorded in the Deed Records of Potter County, Texas.

**SECTION THREE.** The City Manager is hereby authorized to sign all legal documentation necessary to convey the City-owned property described above to Amarillo Habitat for Humanity, Inc., pursuant to Texas Local Government Code Section 253.011 and Section 272.001.

**SECTION FOUR.** The public purpose is the development of low and moderate-income housing for the citizens of Amarillo, Texas.

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

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

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading this the \_\_\_\_ day of January, 2018, and **PASSED** on Second and Final Reading the \_\_\_\_ day of January, 2018.

\_\_\_\_\_  
GINGER NELSON, Mayor

**ATTEST:**

\_\_\_\_\_  
Frances Hibbs, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William M. McKamie, City Attorney

Exhibit "A"

AGREEMENT BETWEEN CITY OF AMARILLO, TEXAS  
AND  
AMARILLO HABITAT FOR HUMANITY, INCORPORATED

THE STATE OF TEXAS   §  
                                      §  
COUNTY OF POTTER    §

This Agreement made by and between the CITY OF AMARILLO, TEXAS, a home rule municipal corporation, herein called "City", and AMARILLO HABITAT FOR HUMANITY, INCORPORATED, hereinafter called "Habitat";

WITNESSTH:

I.     PURPOSE

The purpose of this Agreement is to state the terms and conditions by which the City shall convey real property for the purpose of developing single family housing affordable to low income households.

II.    CONVEYANCE OF REAL PROPERTY

The City agrees to convey specific real property within the City of Amarillo, Potter County, Texas, for the purpose of improving the lots conveyed and increasing the conditions and value of the surrounding subdivision. The specific property to be conveyed by the City is described in Exhibit "A", attached hereto and incorporated by reference. The property is conveyed and executed under the explicit authorization of the City Council of the City of Amarillo, Texas, and pursuant to authority granted by Texas Local Government Code, Section 253.011 and Section 272.001.

III.   TERM OF CONTRACT

The term of this Agreement shall begin January 23, 2018 and end January 23, 2022 unless the housing project is not completed and an extension of time is granted by the City Council.

IV.    INDEMNITY

HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES,

LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON(S) OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF HABITAT OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT. HABITAT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

HABITAT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AND ALL OF THE CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR, OR ON ACCOUNT OF, ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, WHETHER SUCH ACT OR OMISSION WAS THE SOLE PROXIMATE CAUSE OF THE INJURY, DAMAGE, OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF HABITAT OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND HABITAT WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

Habitat agrees that it will indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies, including commissary incurred in the furtherance of the performance of this Agreement. When City so desires, Habitat shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

#### V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Habitat shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. The Habitat shall have exclusive control of and the exclusive right to control the details for the services and work performed hereunder, and all persons performing the same, including being



solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors. The doctrine of respondeat superior shall not apply as between City and Habitat, its officers, agents, employees, contractors, and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between City and Habitat. No person performing any work hereunder shall be considered an officer, agent, servant, or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Habitat shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, and liabilities applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods, or details of Habitat's work. Habitat shall assume exclusive responsibility for the work. Habitat is entirely free to do the work in its own way.

#### VI. APPLICABLE LAWS, ORDINANCES

Habitat shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and the City. Habitat hereby agrees as follows:

- A. Habitat will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.
- B. Habitat will comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.
- C. Habitat shall obtain and maintain documentation evidencing that program beneficiaries meet Habitat for Humanity International's ("International") program income eligibility criteria. Habitat shall further comply with the retention of records as specified by International.
- D. No officer, employee or board member of Habitat shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to Habitat of any land, materials, supplies or services purchased with any funds transferred hereunder, except

on behalf of Habitat as an officer, employee, member, or program participant.

- E. Habitat will construct housing that is valued at no more than 95% of Amarillo's median purchase price as specified in Section 203(b) of HUD's FHA single family mortgage insurance program. Housing must also pass HUD's Housing Quality Standards and the City's Homebuyer Assistance Program construction requirements.
- F. Habitat shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through E. Habitat shall fully cooperate with City when City monitors the services and work performed under this Agreement, which the City may do at any time during the term of this Agreement. Habitat shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. These records will be made available to the City for audit purposes and will be retained for four (4) years after the expiration of this Agreement unless permission to destroy them is granted by the City.

#### VII. PROGRAM INCOME

It is agreed and understood that there will be no program income generated as a result of this Agreement with the exception of mortgage related income, if any.

#### VIII. PROJECT REPORTS

Yearly status reports are to be prepared by Habitat and submitted in a timely fashion to the City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of Habitat for Humanity acquired assets shall be submitted to the City in regard to the LEE GREEN'S ADDITION, LOTS 001-006, BLOCKS 0003, aka 900-910 S.E. 21<sup>st</sup> Ave., in a form suitable to the City, on an annual basis and at the end of the Agreement.

#### IX. SOVEREIGN IMMUNITY

By executing this contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

#### X. ATTORNEY FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §§37.001, et seq.), the parties hereto agree to waive any and all rights to recovery of attorney fees to which the prevailing party might otherwise be entitled.

#### XI. DEFAULT PROVISION

In the event that either Habitat or the City fails to perform or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Habitat and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or the City and Habitat have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event, this Agreement may be terminated by mutual consent of Habitat and City in writing.

#### XII. RELEASE

HABITAT HEREBY RELEASES, RELINQUISHES, ACQUITS, AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH HABITAT HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

#### XIII. THIRD-PARTY BENEFICIARY

The City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.



XIV. AUTOMATIC REVERSION

Habitat and City explicitly agree that this conveyance complies with the conditions of Texas Local Government Code, Section 253.011 and Section 272.001. If, for any reason, Habitat at any time fails to use the property for the public purpose in the manner for which it was conveyed, the property shall automatically revert to the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF AMARILLO, TEXAS

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

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

AMARILLO HABITAT FOR  
HUMANITY, INCORPORATED

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

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

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

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF POTTER   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, an officer of AMARILLO HABITAT FOR HUMANITY, INCORPORATED, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2018.

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

We build homes, communities & hope.



December 1, 2017

Andrew Freeman, EDFP  
C/O: City of Amarillo Office of Economic Development  
509 S.E. 7<sup>th</sup> Avenue  
Amarillo, TX 79101

Dear Mr. Freeman,

On behalf of Amarillo Habitat for Humanity, we would humbly request your consideration in donating the following lots to our work in the community:

- 900 SE 21<sup>st</sup> Ave - LEE GREEN'S ADDN, LOT 001 BLOCK 0003
- 902 SE 21<sup>st</sup> Ave - LEE GREEN'S ADDN, LOT 002 BLOCK 0003
- 904 SE 21<sup>st</sup> Ave - LEE GREEN'S ADDN, LOT BLOCK 0003, 3 EXC E 15FT
- 906 SE 21<sup>st</sup> Ave - LEE GREEN'S ADDN, LOT BLOCK 0003, 4 EXC W 5FT
- 908 SE 21<sup>st</sup> Ave - LEE GREEN'S ADDN, LOT 005 BLOCK 0003
- 910 SE 21<sup>st</sup> Ave - LEE GREEN'S ADDN, LOT 006 BLOCK 0003

Donating this property is in accordance with the City of Amarillo's plans to invest into the Barrio neighborhood. Amarillo Habitat for Humanity builds affordable, single-family homes for families that qualify and complete the approximately two-year program. Not only does our program address Potter County's lack of affordable housing options, but it empowers individuals to become first-time homeowners.

Each Habitat family holds a mortgage and pays property taxes and insurance. Habitat is able to keep the homes affordable by providing 25-30 year, mortgage loans at 0% interest. Historically, payments on our homes have ranged between \$400-\$600/month. Our program is a tremendous opportunity for underserved populations that are unable to qualify for traditional mortgages. Habitat can make the dream of homeownership a reality, and in partnership with the City of Amarillo, we can revitalize a neighborhood.



We build homes, communities & hope.

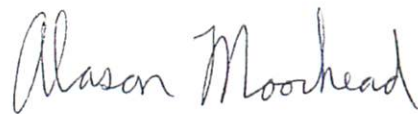
This undeveloped property in the Lee Green's Addition is an ideal partnership between our two entities. At this time, we see the potential to build 6-7 residential homes on this property within the next four years. Attached is a map of the lots requested as well as pictures that demonstrate the quality of our homes and how they transform an empty lot.

If you have any further questions or need further documentation to consider this request, please do not hesitate to contact us at (806) 383-3456 or at [director@amahfh.org](mailto:director@amahfh.org).

Sincerely,



Andrew Hall  
Board President  
Amarillo Habitat for Humanity



Alason Moorhead  
Executive Director  
Amarillo Habitat for Humanity



We build homes, communities & hope.

Habitat for Humanity Lot Request - 6 lots outlined in red





We build homes, communities & hope.



**Glenwood Addition Before**



**Glenwood Addition After**

2700 S. Wilson Amarillo, TX 79103 | office (806) 383-3456 | fax (806) 383-3465  
[www.amarillohabitat.org](http://www.amarillohabitat.org)



We build homes, communities & hope.



**Glenwood Addition After**



2700 S. Wilson Amarillo, TX 79103 | office (806) 383-3456 | fax (806) 383-3465  
[www.amarillohabitat.org](http://www.amarillohabitat.org)

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

**QUITCLAIM DEED WITH REVERTER**

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

The undersigned, **CITY OF AMARILLO, TEXAS**, a Texas Home Rule Municipal Corporation, 509 S.E. Seventh Avenue, Amarillo, Texas 79105 of Potter County, Texas, hereinafter referred to a “Grantor”, whether one or more, for and in consideration of Grantee herein named to use the property in a manner that primarily promotes a public purpose of the City of Amarillo in accordance with Section 253.011 of the Texas Local Government Code. The public purpose is the development of affordable housing for the citizens of Amarillo, Texas. The Grantor has QUITCLAIMED, and by these presents does QUITCLAIM unto **AMARILLO HABITAT FOR HUMANITY, INC.**, 2700 S. Wilson, Amarillo, TX 79103, herein referred to as “Grantee”, whether one or more, the real property (the “Property”) described as follows:

Being all of the following:

LOT ONE (001), BLOCK THREE (0003),  
LOT TWO (002), BLOCK THREE (0003),  
LOT THREE (003), BLOCK THREE (0003), EXC E. 15 FT.,  
LOT FOUR (004), BLOCK THREE (0003), EXC W. 5 FT.,  
LOT FIVE (005), BLOCK THREE (0003), AND  
LOT SIX (006), BLOCK THREE (0003),

LEE GREEN'S ADDITION, an addition to the City of Amarillo,  
Potter County, Texas, according to the map or plat thereof,  
recorded in the Deed Records of Potter County, Texas.

BY EXECUTING THIS QUITCLAIM DEED, THE GRANTOR AND THE GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY “**AS IS**” WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, BEING MADE BY THE CITY OF AMARILLO, TEXAS THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. THE GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT

RELYING UPON ANY REPRESENTATION MADE BY THE CITY OF AMARILLO WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING UPON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE ALSO RECOGNIZES BY AGREEING TO PURCHASE THE PROPERTY "AS IS" THAT GRANTEE AGREES TO MAKE GRANTEE'S OWN APPRAISAL OF THE PROPERTY AND TO ACCEPT THE RISK THAT GRANTEE MAY BE WRONG. THE GRANTOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE PROPERTY SOLD. IN NO EVENT SHALL A GRANTEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE GRANTEE WILL TAKE THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THE PROPERTY IS ACCEPTED "AS IS" AND WITH ALL FAULT. PROVISIONS OF THIS PARAGRAPH SURVIVE THE CLOSING.

In accordance with Section 253.011 of the Texas Local Government Code, the ownership of the above-referenced property automatically reverts back to the Grantor in the event the Grantee at any time fails to use the property to promote the public purpose of developing affordable housing.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the Grantee, and Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTOR

CITY OF AMARILLO, TEXAS

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

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF POTTER       §

This instrument was acknowledge before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by Jared Miller, City Manager, City of Amarillo, Texas.

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



ACCEPTED BY GRANTEE

AMARILLO HABITAT FOR HUMANITY, INC.

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

THE STATE OF TEXAS       §  
                                          §  
COUNTY OF POTTER       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, an officer of AMARILLO HABITAT FOR HUMANITY, INC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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



# Amarillo City Council

## Agenda Transmittal Memo



|              |                  |                  |               |
|--------------|------------------|------------------|---------------|
| Meeting Date | January 23, 2018 | Council Priority | Redevelopment |
|--------------|------------------|------------------|---------------|

|            |                                |                |                                              |
|------------|--------------------------------|----------------|----------------------------------------------|
| Department | Office of Economic Development | Contact Person | Andrew Freeman, Economic Development Manager |
|------------|--------------------------------|----------------|----------------------------------------------|

**Agenda Caption**

Approval - Center City Tax Reinvestment Zone #1 Developer Agreement for Dubs Development, LLC:

This item approves a Tax Increment Reinvestment Zone (TIRZ) #1 Developer Agreement for the Dub’s Development commercial building located at 621 S Polk, a 90% tax rebate with an annual cap of \$25,000 over a 10 year period, to assist with the increased unexpected construction costs associated with the project, together with the enhanced benefits that may result for the public in downtown spaces.

**Agenda Item Summary**

This project consists of 19,362 square feet 2 suite restaurant facility with multiple public use spaces. Total private investment into the project is \$5,498,422. The project will house the Crush Wine Bar and 6 Car Pub & Brewery. This new development project meets the goals of the Downtown Strategic Action Plan and TIRZ #1 Financing Plan by developing commercial square footage within the zone and attracting restaurant venues.

The Tax Reimbursement Developer Agreement stipulates a 90% reimbursement of annual increment generated by the project’s ad valorem tax revenue above the base year 2018, for ten years, with an annual cap of \$25,000 rebated per year. The TIRZ Board supported this project due to unexpected construction costs where the developer found an old basement filled with debris from when the opera house burned down in this location. The developer is also including a public area on the north side of the building for gatherings, concerts, etc. which increased their overall costs. Attached is the term sheet and developer agreement, which has been reviewed and approved by the City Attorney’s office.

**Requested Action**

Approve as presented. This was approved by the TIRZ #1 board 9-0 during their January 11, 2018 Board meeting. It was also presented to the Potter County Commissioners for comment on January 22, 2018.

**Funding Summary**

Funding for this incentive is provided through the TIRZ #1 budget, and with this being a reimbursement the property owner must pay their annual taxes before receiving a reimbursement in June of the following year.

**Community Engagement Summary**

Public TIRZ Board meeting held on January 11, 2018

**Staff Recommendation**

Staff recommends approval as presented

**DEVELOPER AGREEMENT  
TAX INCREMENT REINVESTMENT ZONE NO. 1,  
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and Dubs Development, LLC (Developer).

The Zone and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the Zone and Developer have entered into this Agreement:

WHEREAS, on December 19, 2006, the City Council approved Ordinance No. 7012 establishing Tax Increment Reinvestment Zone Number One, City of Amarillo, Texas, (the "Zone") in accordance with the Tax Increment Financing Act, as amended (V.T.C.A., Tax Code, Chapter 311) to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, on November 13, 2007, pursuant to Ordinance No. 7076, the CITY approved Tax Increment Financing Reinvestment Zone Number One, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7012;

WHEREAS, pursuant to the Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund (TIF); also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7012, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these four goals: 1) Convention Hotel, 2) Urban Residential Development, 3) Office/Commercial/Retail Development, or 4) Ballpark/Family Entertainment Venues;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the Plan; and,

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Council on \_\_\_\_\_;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Site**

Developer owns or is under contract to purchase certain real property (the "Property"), which is within the city limits of Amarillo and the boundaries of the Zone. The Property is specifically described in Exhibit A.

**Section 2. Project & Financing**

The project involves development of a 19,362 square foot building on a vacant lot located at 621 S Polk St into a 2 suite restaurant facility (the "Private Improvements"), which are more particularly described on Exhibit B-1.

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

**Section 3. TIF Participation: partial reimbursement of tax increment**

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of ninety percent (90%) of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed ten (10) years after the



effective date stated herein, with an annual cap of \$25,000 to be reimbursed per year. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year, commencing with the 2020 tax year, provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to (i) preexisting debt service and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement.

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance plus accrued interest under this Agreement, and under any other outstanding developer agreements within the Zone.

#### **Section 4. Reimbursement Limited to TIF Fund**

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 19, 2036, as provided by Ordinance No. 7012 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

#### **Section 5. Term**

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) expiration of ten years after commencement of reimbursements; or (c) the expiration of the term of the Zone.

#### **Section 6. Exhibits**

The parties agree that each and every exhibit that is mentioned in and attached to this Agreement is a material part of this Agreement and each such exhibit is by this reference, incorporated into this agreement for all purposes as though set forth verbatim here.

#### **Section 7. Force Majeure**

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

#### **Section 8. Indemnity**

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSIONS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR

PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD OR CITY UNDER TEXAS OR FEDERAL LAW.

#### **Section 9. M/WBE Goals**

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

#### **Section 10. Events of Default & Remedies**

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, including exhibits, which is not otherwise excused under the terms of this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

#### **Section 11. Venue and Governing Law**

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

#### **Section 12. Notices**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

##### **If intended for Zone, to:**

Tax Increment Reinvestment Zone No. 1  
c/o City of Amarillo Office of Eco. Dev.  
509 S.E. 7th Street, Suite 303  
Amarillo TX 79101  
Fax: 806/378-9388

##### **Copy to:**

Office of the City Attorney  
509 S.E. 7th Street, Suite 303  
Amarillo, Texas 79101  
Fax: 806/378-3018

##### **If intended for Developer, to:**

Dubs Development, LLC  
William Ware, Manager  
P.O. Box 1  
Amarillo, TX 79105

##### **Copy to:**

Same as Developer

**Section 12. Severability**

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Section 13. Counterparts & Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

**Section 14. Captions**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**Section 15. Successors and Assigns**

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, Developer shall not assign this Agreement without prior Zone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the Zone shall not be required for an assignment to an Affiliate of Developer. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited), or to the Developer's financial institution.

**Section 16. Limited Rights and Non-waiver**

This agreement is intended only to establish the rights and obligations as between the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the Zone or the City and their respective officials, directors, members, employees, agents, assigns, successors.

**Section 17. Entire Agreement**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED as of the dates shown below so as to be effective for all purposes as of the last date upon which all persons and parties for whom a blank is provided have signed (the "effective date").

|                                                                          |      |                                        |      |
|--------------------------------------------------------------------------|------|----------------------------------------|------|
| TAX INCREMENT REINVESTMENT ZONE<br>NUMBER ONE, CITY OF AMARILO,<br>TEXAS |      | Dubs Development, LLC                  |      |
| By: _____                                                                |      | By: _____                              |      |
| Scott Bentley                                                            | Date | William Ware                           | Date |
| Chairman of Board                                                        |      | Manager                                |      |
| CITY OF AMARILO, TEXAS                                                   |      | APPROVED AS TO FORM FOR CITY &<br>ZONE |      |
| By: _____                                                                |      | By: _____                              |      |
| Jared Miller                                                             | Date | William M. McKamie                     | Date |
| City Manager                                                             |      | City Attorney                          |      |

Attachments that are part of this Agreement:  
Exhibit A Site description & map  
Exhibit B-1 Private Property Improvement



**EXHIBIT A**  
**MAP OF TIRZ BOUNDARY AND SITE LOCATION**



**SITE LEGAL DESCRIPTION**

Dubs Development at 621 S Polk St. and legally described as:

|                 |                      |
|-----------------|----------------------|
| <b>LOTS</b>     | 15A                  |
| <b>BLOCK</b>    | 0080                 |
| <b>ADDITION</b> | Plemons Addition     |
| <b>CITY</b>     | Amarillo, Texas      |
| <b>COUNTY</b>   | Potter County, Texas |

**EXHIBIT B-1**  
**PRIVATE PROPERTY IMPROVEMENT**

**SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED**

Developer promises to redevelop the building, resulting in the following improvements to the Property described in Exhibit A:

|                          |                                                 |
|--------------------------|-------------------------------------------------|
| Business/Land Use        | 19, 362 square feet 2 suite restaurant facility |
| Other improvements       | Site, and public right-of-way improvements      |
| Streetscape Improvements | Sidewalks, lighting, utilities, and landscaping |

**SECTION 2. FINANCIAL ANALYSIS**

Analysis indicates the financial feasibility of the Project is negatively affected due to unexpected and increased construction costs and the higher level of public spaces within the development. The proposed gap assistance will encourage and support the Project and is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate un- and under-employment in the Zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

In order to make Developer's planned development financially feasible, Developer has requested that the Zone reimburse Developer for certain actual costs incurred for financial "gap" assistance per §311.010 of the Texas Tax Code and chapter 380 of the Texas Local Government Code.

**SECTION 3. DEVELOPER'S OBLIGATIONS**

As conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$5,498,422 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B-1 and the Agreement to which it is attached.
- Obtain a Certificate of Occupancy for the building on or before May 1, 2018.
- Anticipate the first reimbursement no earlier than June 1, 2021 based on 2020 property tax statements. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

[THIS SPACE LEFT BLANK INTENTIONALLY]

AMARILLO CENTER CITY



Date: January 17, 2018  
To: Potter County Commissioners Court  
From: Scott Bentley, Chairman of Board of Directors  
Tax Increment Reinvestment Zone #1, Amarillo, Texas

Subject: Request for Review of TIRZ #1: Dubs Development Developer Agreement

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On January 11, 2018 the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #1 (the Board), Amarillo, Texas considered requests for TIRZ incentives associated with the Dubs Development for a commercial development project.

This project consists of 19,362 square feet 2 suite restaurant facility with multiple public use spaces. The building will house the Crush Wine Bar and 6 Car Pub & Brewery. This property is located at 621 S. Polk. The project's construction costs include a private investment of \$5,498,422. The development of the structure meets the goals of the Downtown Strategic Action plan by developing commercial square footage and attracting restaurant venues within the TIRZ Boundary.

TIRZ assistance (in the form of a property tax rebate) is requested due to unexpected construction costs where the developer found an old basement filled with debris from when the opera house burned down in this location. The developer is also including a public area on the north side of the building for gatherings, concerts, etc. which increased their overall costs. Such TIRZ participation is consistent with the policy goals of the TIRZ Project and Financing Plan.

The Tax Reimbursement Developer Agreement stipulates a 90% reimbursement of annual increment generated by the project's ad valorem tax revenue above base year 2018, for ten years, with an annual cap of \$25,000 each year. Attached is the term sheet and associated exhibits.

The Board submits this project and proposed agreement to the Potter County Commissioner's Court for review and comment prior to its consideration by the City Council. I request comments, if any, from the Potter County Commissioners be forwarded directly to Andrew Freeman, Economic Development Manager for the City of Amarillo.

Respectively submitted,

Scott Bentley, Chair  
TIRZ #1 Board of Directors